



MARYSVILLE
WASHINGTON

WORK SESSION
MONDAY, DECEMBER 4, 2023 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Discussion Items

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

Consent

1. November 9, 2023 Payroll in the amount of \$1,869,756.46 Paid by EFT Transactions and Check Numbers 34818 through 34824
2. November 22, 2023 Claims in the Amount of \$3,826,588.37 Paid by EFT Transactions and Check Numbers 166479 through 166630 with Check Numbers 165308 and 166248 Voided
[112223.rtf](#)
3. November 22, 2023 Payroll in the Amount of \$1,792,462.46 Paid by EFT Transactions and Check Numbers 34836 through 34841
4. November 29, 2023 Claims in the Amount of \$1,556,522.97 Paid by EFT Transactions and Check Numbers 166631 through 166707

Review Bids

Public Hearings

New Business

5. Professional Services Agreement for Indigent Defense Services - Feldman & Lee.
Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 3; Professional Services Agreement between the City of Marysville and Feldman and Lee, P.S.
[Supp3.pdf](#)
[Feldman and Lee - Indigent Defense \(3\).pdf](#)
6. A **Resolution** in Support of Using the Housing Action Plan.
Recommended Motion: I move to approve Resolution No. _____.
[Memo re. Housing Action Plan \(HAP\)](#)
[DRAFT Housing Action Plan](#)
[Resolution Housing Action Plan](#)
7. First Amendment to the Interlocal Agreement for jail services with Lake Stevens Police Department.
Recommended Motion: I move to authorize the Mayor to sign and execute ILA with Lake Stevens for Jail Services calendar year 2024.
[1st Amendment to Lake Stevens Jail ILA.pdf](#)
8. An **Ordinance** amending the 2023-2024 Biennial Budget for various purposes not known at the time of budget adoption.
Recommended Motion: I move to adopt Ordinance No. _____.
[12 4 2023 BA Ordinance.docx](#)
[Q4 2023 Budget Amendment Memov Dec.docx](#)
9. Bleachers Lease Extension.
Recommended Motion: I move to authorize the Mayor to sign and execute the Bleachers Lease Extension at Cedarcrest Golf Course.
[Bleachers Lease Extension.docx](#)
10. A **Resolution** of the City Council of the City of Marysville, Washington, honoring the legacy of public service of former City Councilmember Donna Wright.
(ACTION REQUESTED 12/4)
Recommended Motion: I move to approve Resolution No. _____.
[Resolution_Honoring_Donna_Wright.pdf](#)
11. A **Resolution** to amend the Section 8.1, Section 8.3, and Section 8.4 of the City's Personnel Rules.
Recommended Motion: I move to approve Resolution No. _____.
[Resolution for Personnel Rules 12.01.23.pdf](#)
12. Changes to Council Rules Regarding Public Comment.

Council to discuss draft changes.

[Public Comment Revisions Draft 12-01-23.pdf](#)

[R-2524 Relating to Procedures for the Conduct of Business at Council Meetings](#)

[Repealing R-2493 \(1\).pdf](#)

[RCW 35A.11.020.pdf](#)

13. Public Defense Agreements - Professional Service Agreement for Indigent Defense Services (Conflict Counsel)

Recommended Motion 1: I move to authorize the Mayor to sign the professional services agreement for indigent defense services with Chris Griffen.

Recommended Motion 2: I move to authorize the Mayor to sign the professional services agreement for indigent defense services with Meredith Hutchison.

Recommended Motion 3: I move to authorize the Mayor to sign the professional services agreement for indigent defense services with Jamie Kim.

[Conflict Counsel PSA packet 12-11-23.pdf](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

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.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: November 9, 2023 Payroll in the amount of \$1,869,756.46 Paid by EFT Transactions and Check Numbers 34818 through 34824

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 22, 2023 Claims in the Amount of \$3,826,588.37 Paid by EFT Transactions and Check Numbers 166479 through 166630 with Check Numbers 165308 and 166248 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[112223.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/22/2023 TO 11/22/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
166479	RAPID FINANCIAL	JURY COSTS/LOAD FEES	COURTS	8.82
	RAPID FINANCIAL		COURTS	843.53
166480	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	69,424.81
166481	911 SUPPLY INC.	UNIFORM - AKERS	POLICE PATROL	16.42
	911 SUPPLY INC.	UNIFORM - JONES	POLICE INVESTIGATION	16.42
	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	16.42
	911 SUPPLY INC.	UNIFORM - WOOD	POLICE PATROL	16.42
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	20.36
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	20.85
	911 SUPPLY INC.	NAME PLATE	POLICE ADMINISTRATION	27.25
	911 SUPPLY INC.	MEDALS FOR AWARDS	POLICE ADMINISTRATION	32.00
	911 SUPPLY INC.	UNIFORM	POLICE PATROL	61.12
	911 SUPPLY INC.	UNIFORM - RECRUITS	POLICE PATROL	81.01
	911 SUPPLY INC.	UNIFORM - FLAHERTY	POLICE PATROL	139.08
	911 SUPPLY INC.	UNIFORM - AKERS	POLICE PATROL	168.52
	911 SUPPLY INC.	UNIFORM - JONES	POLICE INVESTIGATION	708.47
	911 SUPPLY INC.	UNIFORM - FLAHERTY	POLICE PATROL	1,099.62
	911 SUPPLY INC.	UNIFORM - SAFETY VESTS	POLICE PATROL	1,234.56
166482	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
166483	AFLEJE, RACHEL	ENTERTAINMENT COMEDY SHOW	OPERA HOUSE	325.00
166484	AIRDATA UAV, INC.	SUPPORT SERVICES	POLICE INVESTIGATION	480.00
166485	ALEXANDER PRINTING	BUSINESS CARDS - TATUM	LEGAL - PROSECUTION	72.31
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE INVESTIGATION	82.43
	ALEXANDER PRINTING		POLICE PATROL	90.69
	ALEXANDER PRINTING	BUSINESS CARDS	ENGR-GENL	152.35
	ALEXANDER PRINTING	P/A BOOKS	UTILITY BILLING	250.26
166486	ALLRED HEATING	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	9.32
166487	AMERICAN CLEANERS	UNIFORM DRY CLEANING	POLICE ADMINISTRATION	21.72
	AMERICAN CLEANERS		CRIME PREVENTION	66.46
	AMERICAN CLEANERS		DETENTION & CORRECTION	516.58
166488	APS, INC.	POSTAGE MACHINE RENTAL	EXECUTIVE ADMIN	23.71
	APS, INC.		FINANCE-GENL	23.71
	APS, INC.		PERSONNEL ADMINISTRATION	23.71
	APS, INC.		UTILITY BILLING	23.71
	APS, INC.		LEGAL - PROSECUTION	23.71
	APS, INC.		CITY CLERK	23.72
	APS, INC.		POLICE INVESTIGATION	39.11
	APS, INC.		POLICE PATROL	39.11
	APS, INC.		OFFICE OPERATIONS	39.11
	APS, INC.		DETENTION & CORRECTION	39.11
	APS, INC.		POLICE ADMINISTRATION	39.11
	APS, INC.		COMMUNITY	48.21
	APS, INC.		ENGR-GENL	48.21
	APS, INC.		UTIL ADMIN	48.21
166489	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
	ARAMARK UNIFORM		OPERA HOUSE	1,086.94
166490	BACKFLOW PARTS	FREIGHT CHARGE	WATER/SEWER OPERATION	-2.44
	BACKFLOW PARTS		WATER CROSS CNTL	28.44
166491	BELLINGHAM ALIVE MAG	ADVERTISING	OPERA HOUSE	2,800.00
166492	BENNETT, TRICIA	REFUND - YOGA	PARKS-RECREATION	15.00
166493	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,381.03
166494	BIO CLEAN, INC	DECONTAMINATION	DETENTION & CORRECTION	623.58
166495	BLEACHERS GRILL	SENIOR LUNCHES	COMMUNITY EVENTS	875.20
166496	BOGGS, DARBI	WSUPD RECRUITING	POLICE ADMINISTRATION	104.46
166497	BOTESCH, NASH & HALL	EVIDENCE ROOM PAYMENT 11	CAPITAL EXPENDITURES	6,622.506

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166498	BRAND, ROBERT	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
166499	BROCK, TINA	WAPRO TRAINING	CITY CLERK	23.97
166500	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	546.00
166501	BUD BARTON'S GLASS	INSULATED GLASS	MAINTENANCE	3,708.66
166502	CAPITAL INDUSTRIES	ROD LID HINGE	SOLID WASTE OPERATIONS	262.57
166503	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	552.00
166504	CLEARWATER PACKAGE	SUPPLIES	GENERAL FUND	-87.95
	CLEARWATER PACKAGE		DETENTION & CORRECTION	1,023.54
166505	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
166506	COMPUNET, INC.	COMPUNET - BACKUP SOLUTION	IS REPLACEMENT ACCOUNTS	47,057.92
166507	CONSOLIDATED PRESS	NEWSLETTER	EXECUTIVE ADMIN	5,518.92
166508	COOLEY, MICHAEL	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	78.40
166509	CORE & MAIN LP	HYDRANT/SUPPLIES	WATER CAPITAL PROJECTS	4,725.99
166510	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	523.24
166511	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	3.59
	CTS LANGUAGE LINK		COURTS	61.45
166512	DICKS TOWING	TOWING 23-59937	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-60906	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-61356	POLICE PATROL	77.54
166513	DIETZ, THOMAS	WTPO EXAM	SOURCE OF SUPPLY	192.74
166514	DIJULIO DISPLAYS INC	CHRISTMAS LIGHTS	COMMUNITY EVENTS	1,930.00
166515	DRIVE PAYMENTS, LLC	ACH PROCESSING - OCT 2023	UTILITY BILLING	983.95
166516	E&E LUMBER	SUPPLIES	COMMUNITY SERVICES UNIT	36.60
166517	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	308.89
	EMERALD SERVICES INC		EQUIPMENT RENTAL	382.69
166518	ETL, ALICIA & JASON	UTILITY BILLING REFUND	WATER/SEWER OPERATION	165.46
166519	EVERETT STAMP WORKS	STAMPER	POLICE ADMINISTRATION	41.24
166520	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	212,944.32
166521	FERRARO, TABITHA	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	72.01
166522	FIRST RESPONSE TRAIN	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
166523	GASPAR, SARAH	REFUND - BALLET/TAP	PARKS-RECREATION	50.00
166524	GKV, LLC	UTILITY REFUND 3620 122ND ST NE	WATER/SEWER OPERATION	200.00
166525	GRAINGER	TACTICAL GLOVES, DRILL BITS	SEWER MAIN COLLECTION	37.51
	GRAINGER		SEWER MAIN COLLECTION	38.78
166526	GRANITE CONST	GRAVEL	WATER DIST MAINS	207.82
166527	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	1,870.80
166528	GRIFFEN, CHRIS	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
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	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00

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166528	GRIFFEN, CHRIS	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	300.00
166529	HABIB, MUSLIM M	UTILITY BILLING REFUND	WATER/SEWER OPERATION	413.56
166530	HAMILTON, HELENA	REFUND - BASKETBALL	PARKS-RECREATION	95.00
166531	HARRIS, ARON	BACKFLOW ASSEMBLY CERT/EXAM	UTIL ADMIN	497.70
166532	HELFREY, NINA	REFUND - SEW TOGETHER	PARKS-RECREATION	50.00
166533	HIRASHIMA, GLORIA	TEAMSTERS MEDIATION MEETING	EXECUTIVE ADMIN	52.00
166534	HODGSON, MEGAN	WELLNESS COMMITTEE	PERSONNEL ADMINISTRATION	23.98
	HODGSON, MEGAN	EXPENSE REIMBURSEMENT	MEDICAL CLAIMS	152.03
	HODGSON, MEGAN	BOOKS - TRAINING	PERSONNEL ADMINISTRATION	219.44
	HODGSON, MEGAN	WELLNESS COMMITTEE	MEDICAL CLAIMS	239.97
166535	HOME DEPOT USA	COUNTER BRUSH HORSE HAIR	ER&R	16.74
	HOME DEPOT USA	JANITORIAL SERVICE	CUSTODIAL SERVICES	61.05
	HOME DEPOT USA		CUSTODIAL SERVICES	159.26
	HOME DEPOT USA	UTILITY SOIL	ER&R	231.71
	HOME DEPOT USA	BROOM, BUTANE TORCH, EARMUFF	ER&R	249.48
	HOME DEPOT USA	JANITORIAL SERVICE	CUSTODIAL SERVICES	485.34
	HOME DEPOT USA	CLEAN-UP BAGS	ER&R	505.59
	HOME DEPOT USA	JANITORIAL SERVICE	CUSTODIAL SERVICES	763.63
	HOME DEPOT USA	INVENTORY SUPPLIES	ER&R	784.17
166536	HUNZIKER, SAORI	REFUND - LEGO WORKSHOP	PARKS-RECREATION	35.00
166537	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
166538	ICMA MEMBER SERVICES	2024 ANNUAL DUES	EXECUTIVE ADMIN	1,200.00
166539	J & M CHU LLC	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
166540	JOHNSON, JULIE	REFUND - LEGO WORKSHOP	PARKS-RECREATION	35.00
166541	JONES, CHRIS	WASPC FALL CONFERENCE	POLICE INVESTIGATION	208.50
166542	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	30.78
166543	KAOMONGKHON, ANOUXAY	EXPENSE REIMBURSEMENT	COMPUTER SERVICES	92.98
166544	KBA, INC	PROFESSIONAL SERVICE	GMA - STREET	20,625.93
166545	KCDA PURCHASING	PLAYGROUND REPLACEMENT	GMA-PARKS	-13,487.63
	KCDA PURCHASING		GMA-PARKS	295,109.27
166546	KELLER, KECIA	REFUND - MECHANICAL FEE	NON-BUS LICENSES AND	112.00
166547	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	562.50
166548	KING, THOMAS	AIRFARE	CITY COUNCIL	457.80
166549	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	155.55
166550	LANGUAGE EXCHANGE		COURTS	388.00
166551	LASTING IMPRESSIONS	UNIFORM - HATS	POLICE PATROL	35.00
	LASTING IMPRESSIONS	UNIFORM - JONES	POLICE INVESTIGATION	105.02
166552	LAW ENFORCEMENT TARG	TARGETS	POLICE TRAINING-FIREARMS	64.55
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	142.22
166553	LOWES HIW INC	POLY TUBING	SOURCE OF SUPPLY	24.90
	LOWES HIW INC	GORILLA BLACK TAPE	SOURCE OF SUPPLY	31.08
	LOWES HIW INC	MISC. SUPPLIES	SOURCE OF SUPPLY	290.83
166554	MARIN, ALEKSANDR	REFUND - YOGA	PARKS-RECREATION	15.00
166555	MARSHALL, KRISTIN	REFUND - LEGO WORKSHOP	PARKS-RECREATION	35.00
166556	MARYSVILLE FIRE	EMERGENCY AID SERVICE	FIRE-EMS	2,442,854.73
166557	MARYSVILLE FIRE	INMATE EMERGENCY TRANSPORT	DETENTION & CORRECTION	475.85
166558	MATERIALS TESTING &	POLICE EVIDENCE ROOM INSPECTION	CAPITAL EXPENDITURES	1,115.00
166559	MC CLURE & SONS INC	PAY APP #8	SEWER CAPITAL PROJECTS	89,363.16
166560	MCDONALD, KEVIN D	HEARING EXAMINER SERVICE	COMMUNITY	1,729.78
166561	MCLOUGHLIN & EARDLEY	PERM PIPE HOOK	ER&R	506.04
	MCLOUGHLIN & EARDLEY	LE LIGHT, FLANGE KIT	ER&R	1,536.858

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166562	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	21.24
	MOUNTAIN MIST		SEWER MAIN COLLECTION	21.24
	MOUNTAIN MIST		WASTE WATER TREATMENT	21.25
166563	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	148.00
166564	NELSON PETROLEUM	POWER TRANS FLUID, HYDRAULIC OIL	ER&R	712.88
166565	NELSON, RYAN	REIMBURSEMENT - SUPPLIES	POLICE ADMINISTRATION	754.45
166566	NORTH SOUND EMERG	INMATE EMERGENCY CARE	DETENTION & CORRECTION	1,352.00
166567	NORTH SOUND MEDIA	ADVERTISING	OPERA HOUSE	300.00
166568	NORTH SOUND PEST	ROADSIDE PEST REMOVAL	ROADSIDE VEGETATION	246.15
166569	NORTHWESTERN AUTO	REPAIR - P175	EQUIPMENT RENTAL	11,370.27
	NORTHWESTERN AUTO	REPAIR - J066	EQUIPMENT RENTAL	18,483.57
166570	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	58.62
	ODP BUSINESS SOLUTIO		POLICE PATROL	263.44
166571	OLSON, CHRISTINE	PROTEM SERVICE	MUNICIPAL COURTS	185.00
166572	OXBLUE LLC	COBALT SERIES CELLULAR CAMERA	SURFACE WATER CAPITAL	1,173.00
166573	PACIFIC AIR CONTROL	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	14.13
166574	PALAMERICAN SECURITY	SECURITY SERVICE	MUNICIPAL COURTS	-350.40
	PALAMERICAN SECURITY		PROBATION	-116.80
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
166575	PALMER, BRANDON	WASPC FALL CONFERENCE	POLICE INVESTIGATION	208.50
166576	PEACE OF MIND	HEARING EXAMINER MINUTES	COMMUNITY	90.00
166577	PERRY, ALAINA	BASIC HOMICIDE	POLICE INVESTIGATION	220.50
	PERRY, ALAINA	HOTEL - HOMICIDE TRAINING COURSE	POLICE INVESTIGATION	631.28
166578	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	43.75
	PGC INTERBAY LLC		PRO-SHOP	148.92
	PGC INTERBAY LLC		PRO-SHOP	173.23
	PGC INTERBAY LLC		PRO-SHOP	176.51
	PGC INTERBAY LLC		MAINTENANCE	321.82
	PGC INTERBAY LLC		MAINTENANCE	465.50
	PGC INTERBAY LLC		PRO-SHOP	495.87
	PGC INTERBAY LLC		MAINTENANCE	511.04
	PGC INTERBAY LLC		PRO-SHOP	957.26
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
	PGC INTERBAY LLC		GOLF COURSE	1,833.64
	PGC INTERBAY LLC		MAINTENANCE	1,858.14
	PGC INTERBAY LLC		MAINTENANCE	1,893.71
	PGC INTERBAY LLC		MAINTENANCE	2,340.73
	PGC INTERBAY LLC		MAINTENANCE	5,024.74
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	10,740.28
	PGC INTERBAY LLC		MAINTENANCE	16,229.91
166579	PLATT ELECTRIC	SUPPLIES	SOURCE OF SUPPLY	1,162.55
166580	POTTS, JASON	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	113.13
166581	PROFORCE LAW ENFORC	SIG MAG	POLICE PATROL	40.15
166582	PROVIDENT ELECTRIC	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	25.18
166583	PUD	ACCT #205195373	PARK & RECREATION FAC	22.05
	PUD	ACCT #202461026	MAINT OF GENL PLANT	22.84
	PUD	ACCT #220681340	STORM DRAINAGE	22.84
	PUD	ACCT #202011813	PUMPING PLANT	27.81
	PUD	ACCT #223919549	STREET LIGHTING	38.26
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	40.03
	PUD	ACCT #202524690	PUMPING PLANT	46.75
	PUD	ACCT #223764663	SEWER LIFT STATION	66.07
	PUD	ACCT #223735101	STREET LIGHTING	66.91

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166583	PUD	ACCT #202303301	SEWER LIFT STATION	67.03
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	82.46
	PUD	ACCT # 222772634	TRANSPORTATION	103.96
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	121.26
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	141.03
	PUD	ACCT #222025900	PUMPING PLANT	141.31
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	154.61
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	254.40
	PUD	ACCT #201247699	STREET LIGHTING	287.94
	PUD	ACCT #220824148	WASTE WATER TREATMENT	397.60
	PUD	ACCT #201617479	CITY HALL	631.31
	PUD	ACCT #200021871	COURT FACILITIES	975.55
	PUD	ACCT #200824548	MAINT OF GENL PLANT	995.42
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,265.32
	PUD	ACCT #202075008	WASTE WATER TREATMENT	13,431.95
166584	PUGET SOUND SECURITY	KEYS	FACILITY MAINTENANCE	18.05
	PUGET SOUND SECURITY	REKEY IGNITION, DOORS	EQUIPMENT RENTAL	656.40
166585	R & S ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
166586	RAFANOMEZANTSOA, ANDR	EXPENSE REIMBURSEMENT	COMPUTER SERVICES	95.17
166587	RAHIM, DELLI	REFUND - CONSTRUCTION REVIEW	COMMUNITY DEVELOPMENT	440.00
166588	REECE TRUCKING	PAY ESTIMATE/RETAINAGE #4	MARYSVILLE TBD	-15,268.65
	REECE TRUCKING		GENL GVRNMNT SERVICES	305,373.07
166589	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER DIST MAINS	4,782.65
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	5,815.45
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	6,474.73
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	8,337.58
166590	ROBERTS, CALEN	MILEAGE	POLICE ADMINISTRATION	259.70
166591	ROY, DEEANNA	REFUND - LEGO WORKSHOP	PARKS-RECREATION	35.00
166592	SAFETY-KLEEN SYSTEMS	MIXABLE SLUDGE	ROADWAY MAINTENANCE	109.40
166593	SECURITY SOLUTIONS	ELECTRONIC SERVICE	COMMUNITY CENTER	300.85
166594	SHERWIN WILLIAMS	PAINT	OPERA HOUSE	142.70
	SHERWIN WILLIAMS	PAINT, PAINT SUPPLIES	OPERA HOUSE	291.53
166595	SMOKEY POINT CONCRET	108TH ROUNABOUT CONCRETE	ROADSIDE VEGETATION	962.72
166596	SNO CO FIRE PROTECT.	INMATE EMERGENCY TRANSPORT	DETENTION & CORRECTION	1,682.50
166597	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	859.26
166598	SNO CO TREASURER	RANGE RENTALS	POLICE TRAINING-FIREARMS	900.00
166599	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	93,046.58
166600	SOCIAL SOLUTIONS	APRICOT 360 - CLIENT TRACKING	DRUG ENFORCEMENT	2,547.69
	SOCIAL SOLUTIONS		POLICE PATROL	13,687.15
166601	SONITROL	MONITORING - NOV 2023	COURT FACILITIES	74.88
	SONITROL		UTIL ADMIN	153.79
	SONITROL		SUNNYSIDE FILTRATION	250.95
	SONITROL		PUBLIC SAFETY BLDG	262.74
	SONITROL		OPERA HOUSE	290.85
	SONITROL		PARK & RECREATION FAC	301.39
	SONITROL		COURT FACILITIES	316.00
	SONITROL		MAINT OF GENL PLANT	330.88
	SONITROL		CITY HALL	380.01
	SONITROL		WASTE WATER TREATMENT	607.33
166602	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	494.24
166603	SOUND PUBLISHING	CITY NOTICES - PROPOSED BUDGET	CITY CLERK	93.12
166604	SOUND SAFETY	UNIFORM - CANTU	ENGR-GENL	168.31
	SOUND SAFETY	UNIFORM - RASAR	ENGR-GENL	173.78
166605	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	MAINT OF GENL PLANT	153.16
166606	STAPLES	SUPPLIES	RECREATION SERVICES	110.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/22/2023 TO 11/22/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	200.65
166607	STERICYCLE, INC.	SHREDDING SERVICE	OFFICE OPERATIONS	492.43
	STERICYCLE, INC.		CITY CLERK	2,865.02
166608	SUPERIOR RESTROOMS	RESTROOM RENTALS	PARK & RECREATION FAC	195.00
166609	TAYLOR, LINDA	REFUND - LINE DANCING	PARKS-RECREATION	30.00
166610	THOMSON REUTERS	INVESTIGATIVE TOOL	POLICE INVESTIGATION	462.15
	THOMSON REUTERS	SUBSCRIPTION PRODUCT CHARGES	LEGAL-GENL	921.50
166611	TOCCO, LEAH	PRIMA ANNUAL CONFERENCE	EXECUTIVE ADMIN	107.30
	TOCCO, LEAH	PARKING	EXECUTIVE ADMIN	230.00
	TOCCO, LEAH	PRIMA INSTITUTE	EXECUTIVE ADMIN	314.50
166612	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	1,635.00
166613	TULALIP CHAMBER	REFUND - DEPOSIT	GENERAL FUND	250.00
166614	TURBO TECH INC	SALT BRINE MAKER	GENERAL FUND	-651.89
	TURBO TECH INC		ROADWAY MAINTENANCE	7,586.89
166615	TXLEY INC	SUPPLIES	DETENTION & CORRECTION	1,474.88
166616	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	138.31
166617	USA BLUEBOOK	WWTP SUPPLIES	WASTE WATER TREATMENT	1,098.41
166618	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION - OCT 2023	UTILITY LOCATING	936.32
166619	VANPATTEN, IRINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	18.00
166620	VENABLES, CAROL	UTILITY BILLING REFUND	GARBAGE	200.00
166621	VERNON, DANNY	ENTERTAINMENT - ILLUSION OF ELVIS	RECREATION SERVICES	2,500.00
166622	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	1,671.00
	WA STATE TREASURER		GENERAL FUND	22,019.45
166623	WA WILDLIFE & RECREA	WWRC MEMBERSHIP 2024	PARK & RECREATION FAC	750.00
166624	WESTERN SYSTEMS	REPLACEMENT FLASHING BEACONS	TRANSPORTATION	31.75
	WESTERN SYSTEMS	SOLAR PANEL	TRANSPORTATION	623.58
	WESTERN SYSTEMS	INGRAM BLVD SRS	TRANSPORTATION	2,182.27
166625	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	360.00
166626	WILSON, LINDA	REFUND - WEDDING DEPOSIT	GENERAL FUND	500.00
166627	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	RECREATION SERVICES	460.20
166628	XYLEM DEWATERING	LIFT STATION SERVICE	SEWER LIFT STATION	1,695.70
	XYLEM DEWATERING	SW PUMP	STORM DRAINAGE	1,695.70
166629	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	38.70
	ZIPLY FIBER		RECREATION SERVICES	38.70
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	110.99
	ZIPLY FIBER		SUNNYSIDE FILTRATION	141.27
166630	ZSIROS, FELICAI	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00

WARRANT TOTAL: 3,827,800.62

RYAN NELSON	CHECK LOST/DAMAGED	VOID	165308	\$754.45
THOMAS KING	INITIATOR ERROR	VOID	166248	\$457.80

REASON FOR VOIDS:

INITIATOR ERROR

WARRANT TOTAL: \$3,826,588.37

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: November 22, 2023 Payroll in the Amount of \$1,792,462.46
Paid by EFT Transactions and Check Numbers 34836 through
34841

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 29, 2023 Claims in the Amount of \$1,556,522.97
Paid by EFT Transactions and Check Numbers 166631
through 166707

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[112923.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/29/2023 TO 11/29/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
166631	JPMORGAN CHASE BANK	COURT REFUNDING	INTEREST & OTHER	39,200.00
	JPMORGAN CHASE BANK		REDEMPTION L/T	315,000.00
166632	REVENUE, DEPT OF	EXCISE TAXES OCT 2023	RECREATION SERVICES	6.50
	REVENUE, DEPT OF		COMMUNITY	21.65
	REVENUE, DEPT OF		POLICE ADMINISTRATION	32.72
	REVENUE, DEPT OF		ER&R	98.92
	REVENUE, DEPT OF		GENERAL FUND	224.45
	REVENUE, DEPT OF		WATER/SEWER OPERATION	358.40
	REVENUE, DEPT OF		GOLF ADMINISTRATION	634.25
	REVENUE, DEPT OF		GARBAGE	3,886.10
	REVENUE, DEPT OF		STORM DRAINAGE	9,158.18
	REVENUE, DEPT OF		GOLF COURSE	12,522.90
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,505.99
	REVENUE, DEPT OF		UTIL ADMIN	109,134.13
166633	PREMERA BLUE CROSS	CLAIMS PAID 11/12 TO 11/18/23	MEDICAL CLAIMS	60,097.27
166634	LICENSING, DEPT OF	DRIVING ABSTRACT - SHEPLER	PERSONNEL ADMINISTRATION	15.00
166635	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	75.95
	ALEXANDER PRINTING		POLICE PATROL	533.63
	ALEXANDER PRINTING	PRINTING SUPPLIES	POLICE PATROL	1,314.96
166636	AWC BENEFIT TRUST	PREMIUMS	PAYROLL CLEARING	481.08
166637	BARBIN, OKSANA	UTILITY REFUND	WATER/SEWER OPERATION	430.91
166638	BICKFORD FORD	FUEL CAP - J069	EQUIPMENT RENTAL	3.18
	BICKFORD FORD	TIRE PRESSURE SENSOR - P181	EQUIPMENT RENTAL	251.57
	BICKFORD FORD	TIRE PRESSURE SENSOR - P162	EQUIPMENT RENTAL	301.88
	BICKFORD FORD	SPARK PLUG, COIL ASY, GASKET	EQUIPMENT RENTAL	520.93
166639	BILLING DOCUMENT SPE	MONTHLY SERVICE FEES - OCT 23	UTILITY BILLING	2,301.88
	BILLING DOCUMENT SPE	PRINTING SERVICE 11/8 TO 11/15/23	UTILITY BILLING	5,352.11
166640	BUHR, M.E.	REFUND - FOOT CARE APPOINTMENT	PARKS-RECREATION	45.00
166641	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,688.71
166642	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	467.94
166643	CORRECTIONS, DEPT OF	INMATE PAY STREETS/PARKS	ROADSIDE VEGETATION	215.65
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	464.87
166644	CURRIE CONSTRUCTION	HYDRANT METER/RENTAL	WATER-UTILITIES/ENVIRONMN	-272.50
	CURRIE CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
166645	DICKS TOWING	TOWING - J034	EQUIPMENT RENTAL	418.71
166646	DOBBS PETERBILT	MIRROR ASSEMBLY - J023	EQUIPMENT RENTAL	749.82
166647	E&E LUMBER	FASTENERS	CUSTODIAL SERVICES	10.41
	E&E LUMBER		WATER RESERVOIRS	10.90
	E&E LUMBER		CIVIC CENTER	23.17
	E&E LUMBER	HEX KEYS	FACILITY MAINTENANCE	32.01
	E&E LUMBER	FASTENERS, HAMMER BIT	WATER RESERVOIRS	108.63
	E&E LUMBER	CORDLESS BATTERY, FLAGGER HANDLES	ROADWAY MAINTENANCE	413.37
166648	EVERETT STAMP WORKS	SUPPLIES	POLICE INVESTIGATION	56.29
166649	EWING IRRIGATION	LANDSCAPING SUPPLIES	ROADSIDE VEGETATION	147.87
166650	FINNERY CONSTRUCTION	PAY ESTIMATE #1	WATER/SEWER OPERATION	-1,085.00
	FINNERY CONSTRUCTION		SUNNYSIDE FILTRATION	11,869.90
166651	FIRESTONE	TIRES - V018	EQUIPMENT RENTAL	500.81
	FIRESTONE	TIRES - J043	EQUIPMENT RENTAL	706.66
166652	FRANCOTYP-POSTALIA	POSTAGE METER QRT PAYMENT	CITY CLERK	26.80
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	26.80
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	26.80
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	26.80
	FRANCOTYP-POSTALIA		FINANCE-GENL	26.81
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.81
166653	FTRS, LLC	RECOVER WA EXCISE TAX ON FUEL	PARK & RECREATION FAC	25.14

**CITY OF MARYSVILLE
 INVOICE LIST**

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	FTRS, LLC		UTIL ADMIN	66.73
	FTRS, LLC		MAINTENANCE	97.70
	FTRS, LLC		GENERAL	111.19
	FTRS, LLC		SOLID WASTE OPERATIONS	177.07
166654	GRAINGER	SUPPLIES FOR MESH TRIPLEX #2	FACILITY REPLACEMENT	113.31
	GRAINGER	PADLOCKS	EQUIPMENT RENTAL	312.38
	GRAINGER	LIQUID TRANSFER TANK - V070	ROADSIDE VEGETATION	915.40
166655	GREENHAUS PORTABLE	PORTABLE RESTROOM RENTAL	RECREATION SERVICES	815.00
166656	GUSTAFSON & ASSOC	APPRAISAL FOR 4922 61 ST NE	GMA-PARKS	775.00
166657	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	435.60
166658	HERC RENTALS INC	RENTAL LIFT	ROADSIDE VEGETATION	2,663.89
166659	HOLSCHER, RONALD R	UTILITY REFUND	WATER/SEWER OPERATION	233.70
166660	HON COMPANY	FURNITURE	POLICE TRAINING-FIREARMS	1,539.78
166661	INTERSTATE BATTERY	BATTERIES	ER&R	655.05
	INTERSTATE BATTERY		ER&R	685.24
166662	INTERWEST CONSTRUCT	HYDRANT METER/RENTAL	WATER-UTILITIES/ENVIRONMN	-404.50
	INTERWEST CONSTRUCT		WATER/SEWER OPERATION	1,150.00
166663	KAZEN, ALENA	INSTRUCTOR PAYMENT	RECREATION SERVICES	252.00
166664	KELLER SUPPLY COMPANY	CEDARCREST RESTAURANT SUPPLIES	GOLF ADMINISTRATION	882.81
166665	KIM, SUK	UTILITY REFUND	WATER/SEWER OPERATION	15.46
166666	LACOURSIERE, DAVE		WATER/SEWER OPERATION	243.64
166667	LAYTON TREE CONSULT	TREE ASSESSMENTS	FORESTRY MAINTENANCE	535.00
166668	LENZ ENTERPRISES	SALT/SAND DOME PROJECT	SNOW & ICE REMOVAL	1,269.36
166669	LES SCHWAB TIRE CTR	TIRES - J066	EQUIPMENT RENTAL	730.68
	LES SCHWAB TIRE CTR	TIRES FOR INVENTORY	ER&R	1,046.00
	LES SCHWAB TIRE CTR	TIRES - J046	EQUIPMENT RENTAL	3,180.22
166670	LESTER, TERI	EXPENSE REIMBURSEMENT	PERSONNEL ADMINISTRATION	69.11
166671	MARYSVILLE FIRE	PUD INVOICE REIMBURSEMENT	NON-DEPARTMENTAL	83.95
166672	MARYSVILLE, CITY OF	10000 STATE AVE	MAINT OF GENL PLANT	176.06
166673	MATCO TOOLS	SHOP SMALL TOOLS	EQUIPMENT RENTAL	217.98
166674	MEISCHKE, VALORIE	UNIFORM - MEISCHKE	ENGR-GENL	200.21
166675	MYER, JANET	REFUND - CPR CLASS	PARKS-RECREATION	45.00
166676	NEHRING, JON	NLC CITY SUMMIT	EXECUTIVE ADMIN	92.73
166677	NORTON, KAMILLE	NLC CITY SUMMIT	CITY COUNCIL	250.20
166678	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	GENERAL	128.57
	NW MOBILE FLAGGING		PARK & RECREATION FAC	128.57
	NW MOBILE FLAGGING		GENERAL	128.57
	NW MOBILE FLAGGING		EQUIPMENT RENTAL	128.57
	NW MOBILE FLAGGING		WATER QUAL TREATMENT	385.72
166679	OCEANSIDE CONST	HYDRANT METER RENTAL	WATER/SEWER OPERATION	1,200.00
166680	OTT, ROBERT	UTILITY REFUND	GARBAGE	163.98
166681	PACIFIC PARTY CANOPI	SUPPLIES - MERRYSVILLE HOLIDAYS	COMMUNITY EVENTS	4,641.07
166682	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	46.13
	PETROCARD SYSTEMS		COMPUTER SERVICES	61.61
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	67.94
	PETROCARD SYSTEMS		ENGR-GENL	120.61
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	155.80
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	234.26
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	266.01
	PETROCARD SYSTEMS		COMMUNITY	399.08
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,600.40
	PETROCARD SYSTEMS		GENERAL	3,705.17
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,552.52
	PETROCARD SYSTEMS		POLICE PATROL	11,080.02

**CITY OF MARYSVILLE
 INVOICE LIST**

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166682	PETROCARD SYSTEMS	FUEL CONSUMED	SOLID WASTE OPERATIONS	11,697.16
166683	POSTAL SERVICE	MAILING COSTS - POSTCARD	RECYCLING OPERATION	4,941.93
166684	POWERCOM INC.	ANNUAL ERRCS - MCC	CIVIC CENTER	2,875.00
166685	PRATT, MILANA	REFUND - CPR CLASS	PARKS-RECREATION	45.00
166686	PUBLIC SAFETY TESTING	TESTING FEES	DETENTION & CORRECTION	39.00
	PUBLIC SAFETY TESTING		DETENTION & CORRECTION	78.00
	PUBLIC SAFETY TESTING		DETENTION & CORRECTION	88.00
	PUBLIC SAFETY TESTING		POLICE PATROL	209.00
	PUBLIC SAFETY TESTING		POLICE ADMINISTRATION	242.00
	PUBLIC SAFETY TESTING		POLICE ADMINISTRATION	715.00
166687	PUD	ACCT #223806431	SEWER LIFT STATION	9.14
	PUD	ACCT #205136245	SEWER LIFT STATION	14.84
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	22.05
	PUD	ACCT #222871949	PARK & RECREATION FAC	23.63
	PUD	ACCT #202476438	SEWER LIFT STATION	28.57
	PUD	ACCT #201672136	SEWER LIFT STATION	31.09
	PUD	ACCT #201668043	PARK & RECREATION FAC	32.04
	PUD	ACCT #202178158	SEWER LIFT STATION	37.96
	PUD	ACCT #202794657	TRANSPORTATION	43.01
	PUD	ACCT #202463543	SEWER LIFT STATION	43.76
	PUD	ACCT #200571842	TRANSPORTATION	51.15
	PUD	ACCT #203005160	STREET LIGHTING	52.51
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	55.61
	PUD	ACCT #203199732	TRANSPORTATION	60.36
	PUD	ACCT #202694337	TRANSPORTATION	60.50
	PUD	ACCT #223514563	TRANSPORTATION	60.90
	PUD	ACCT #200827277	TRANSPORTATION	64.31
	PUD	ACCT #202288585	TRANSPORTATION	65.21
	PUD	ACCT #220792733	STREET LIGHTING	67.76
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	67.93
	PUD	ACCT #202368544	TRANSPORTATION	68.45
	PUD	ACCT #203430897	STREET LIGHTING	70.12
	PUD	ACCT #202557450	STREET LIGHTING	76.47
	PUD	ACCT #202143111	TRANSPORTATION	83.91
	PUD	ACCT #200084036	TRANSPORTATION	89.46
	PUD	ACCT #220761803	OPERA HOUSE	90.08
	PUD	ACCT #202368551	PARK & RECREATION FAC	92.55
	PUD	ACCT #203231006	TRANSPORTATION	104.73
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	112.11
	PUD	ACCT #203223458	PARK & RECREATION FAC	132.94
	PUD	ACCT #200625382	SEWER LIFT STATION	148.62
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	171.17
	PUD	ACCT #201065281	PARK & RECREATION FAC	172.46
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	174.45
	PUD	ACCT #202000329	PARK & RECREATION FAC	197.88
	PUD	ACCT #200070449	TRANSPORTATION	229.59
	PUD	ACCT #220761175	OPERA HOUSE	238.33
	PUD	ACCT #202499489	COMMUNITY EVENTS	244.43
	PUD	ACCT #201021607	PARK & RECREATION FAC	246.45
	PUD	ACCT #201021698	PARK & RECREATION FAC	262.20
	PUD	ACCT #202689287	WASTE WATER TREATMENT	670.21
	PUD	ACCT #200586485	SEWER LIFT STATION	816.53
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,750.59
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,107.16

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166688	REECE TRUCKING	PAY ESTIMATE/RETAINAGE #5	MARYSVILLE TBD	-15,801.95
	REECE TRUCKING	UTILITY SAND	WATER SERVICE INSTALL	76.29
	REECE TRUCKING	STREET CHIPS DUMP	ROADSIDE VEGETATION	214.20
	REECE TRUCKING	PAY ESTIMATE 4	GMA - STREET	260,387.48
	REECE TRUCKING	PAY ESTIMATE/RETAINAGE #5	GENL GVRNMNT SERVICES	316,039.10
166689	REILLY, MIKE	UTILITY REFUND	GARBAGE	16.77
	REILLY, MIKE		GARBAGE	17.92
166690	REIMERS, MARTIN		GARBAGE	281.99
166691	RISE, ELISABETH		WATER/SEWER OPERATION	132.87
166692	SCORE	INMATE HOUSING	DETENTION & CORRECTION	12,338.66
166693	SHERWIN WILLIAMS	PAINT SUPPLIES	OPERA HOUSE	285.40
166694	SMITH GARDENS	HYDRANT METER/RENTAL	WATER-UTILITIES/ENVIRONMN	-100.00
	SMITH GARDENS		WATER/SEWER OPERATION	1,150.00
166695	SNO CO PUBLIC WORKS	SOLID WASTE, STREET SWEEPING	ROADWAY MAINTENANCE	13.00
	SNO CO PUBLIC WORKS		ROADSIDE VEGETATION	6,456.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	237,500.00
166696	SOUZA, SAUNDRA	UTILITY REFUND	WATER/SEWER OPERATION	386.35
166697	STAPLES	OFFICE SUPPLIES	OPERA HOUSE	93.37
	STAPLES		RECREATION SERVICES	312.93
166698	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	4,229.71
166699	SUPERIOR RESTROOMS	SERVICE ON #13934	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	SERVICE ON #14599 & 14600	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	SERVICE ON #14854 & 14855	ROADSIDE VEGETATION	142.22
166700	SURABHI, SREEKANTH	REFUND - CPR CLASS	PARKS-RECREATION	45.00
166701	THYSSENKRUPP ELEVATOR	ELEVATOR MAINTENANCE	CIVIC CENTER	358.95
166702	VC QUALITY SERVICE	REPAIR FOR FRONT DOOR	EQUIPMENT RENTAL	1,422.16
166703	VERMEULEN, ADAM	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,125.00
166704	VERUS NORTHWEST	PROFESSIONAL SERVICE	WASTE WATER TREATMENT	640.00
	VERUS NORTHWEST		SOURCE OF SUPPLY	640.00
166705	WDG REVOCABLE LIVING	UTILITY REFUND	GARBAGE	180.40
166706	WESTERN DISPLAY	2024 FIREWORKS SHOW	COMMUNITY EVENTS	13,750.00
166707	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	37.71
	ZIPLY FIBER		COMMUNITY	37.71
	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.61
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.61
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	76.00
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.47
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.69
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	124.24

WARRANT TOTAL: 1,556,522.97

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,556,522.97



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: CAO Gloria Hirashima, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement for Indigent Defense Services - Feldman & Lee.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 3; Professional Services Agreement between the City of Marysville and Feldman and Lee, P.S.

SUMMARY: The City provides indigent defense services for eligible individuals at public expense to represent them in criminal charges before the Marysville Municipal Court. Standards for defense were set by the Supreme Court in 2012, establishing caseload limits and other service standards. The City contracted with Felman and Lee, P.S. to be our primary public defense firm meeting the Supreme Court standards since 2014. This supplemental agreement would provide for renewal of the contract under new rates, with a term ending December 31, 2026.

ATTACHMENTS:
[Supp3.pdf](#)
[Feldman and Lee - Indigent Defense \(3\).pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND FELDMAN AND LEE, P.S.**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“Supplemental Agreement”) is made and entered into and effective on the last date entered below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Feldman and Lee, P.S., a professional services corporation (“Firm”).

WHEREAS, the parties have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the “Original Agreement”), said Original Agreement being dated December 15, 2014; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 on November 13, 2017, and Supplemental Agreement No. 2 on December 8, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement and the Supplemental Agreements Nos. 1 and 2, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement and Supplemental Agreements Nos. 1 and 2, by extending the Contract Term;

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 2 of the Original Agreement, “COMPENSATION”, is amended to read:

“Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2024, Sixty-two thousand dollars (\$62,000.00) per month. This flat monthly fee is based on fifteen thousand five hundred dollars (\$15,500.00) per attorney.

For 2025, Sixty-three thousand five hundred sixty dollars (\$63,000.00) per month. This flat monthly fee is based on fifteen thousand seven hundred fifty dollars (\$15,750.00) per attorney. If cases exceed 1,600 on an annual basis, Firm will be paid \$450.00 for each additional case.

For 2026, Sixty-four thousand dollars (\$64,000.00) per month. This flat monthly fee is based on sixteen thousand dollars (\$16,000.00) per attorney. If cases exceed 1,600 on an annual basis, Firm will be paid \$450.00 for each additional case.

2. Section 3 of the Original Agreement, "TERM", is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2026.

3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 2023.

CITY OF MARYSVILLE

FELDMAN AND LEE, P.S.

By _____
Jon Nehring, Mayor

By 
David Lee

Dated: _____, 2023

Dated: 2 Oct, 2023

ATTEST/AUTHENTICATED:

Genevieve Geddis, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND FELDMAN AND LEE, P.S.**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement”) is made and entered into and effective on the last date entered below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Feldman and Lee, P.S., a professional services corporation (“Firm”).

WHEREAS, the parties have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the “Original Agreement”), said Original Agreement being dated December 15, 2014; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 on November 13, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement and the Supplemental Agreement No. 1, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement and Supplemental Agreement No. 1, by extending the Contract Term;

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 2 of the Original Agreement, “COMPENSATION”, is amended to read:

“Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2021 and 2022, Fifty-two thousand dollars (\$52,000.00) per month. This flat monthly fee is based on thirteen thousand dollars (\$13,000.00) per attorney.

For 2023, Fifty-three thousand five hundred sixty dollars (\$53,560.00) per month. This flat monthly fee is based on thirteen thousand dollars (\$13,390.00) per attorney.

2. Section 3 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

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3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this 7th day of December, 2020.

CITY OF MARYSVILLE

FELDMAN AND LEE, P.S.


By 
Jon Nehring, Mayor

By 
James A. Feldman

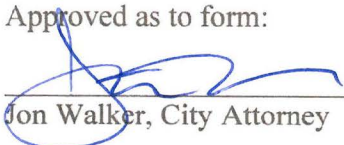
Dated: December 7, 2020

Dated: 16 October, 2020

ATTEST/AUTHENTICATED:


Tina Brock, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND FELDMAN AND LEE, P.S.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement”) is made and entered into this 13 day of November, 2017, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Feldman and Lee, P.S., a professional services corporation (“Firm”).

WHEREAS, the parties hereto have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the “Original Agreement”), said Original Agreement being dated December 15, 2014; and

WHEREAS, both parties desire to supplement the Original Agreement, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement, by extending the Contract Term;

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 2 of the Original Agreement, “COMPENSATION”, is amended to read:

“Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2018 Forty-eight thousand dollars (\$48,000.00) per month. This flat monthly fee is based on twelve thousand dollars (\$12,000.00) per attorney.

For 2019 Fifty thousand dollars (\$50,000.00) per month. This flat monthly fee is based on twelve thousand five hundred dollars (\$12,500.00) per attorney.

For 2020 Fifty-two thousand dollars (\$52,000.00) per month. This flat monthly fee is based on thirteen thousand dollars (\$13,000.00) per attorney.

2. Section 3 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2020.

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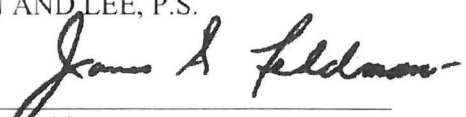
3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this 13 day of November, 2017.

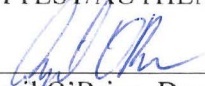
CITY OF MARYSVILLE

FELDMAN AND LEE, P.S.

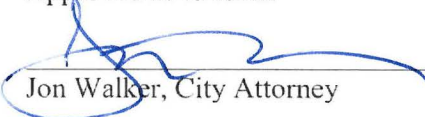
By 
Jon Nehring, Mayor

By 
James A. Feldman

ATTEST/AUTHENTICATED:


April O'Brien, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR INDIGENT DEFENSE SERVICES**

WHEREAS, the City of Marysville, Washington, (“the City”) provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Marysville Municipal Court (“the Municipal Court”); and

WHEREAS, the Supreme Court has by Order dated June 15, 2012, adopted New Indigent Defense Standards (“the Supreme Court Standards”), which impose a caseload limit of 400 unweighted misdemeanor cases per attorney; and

WHEREAS, the City has adopted Standards for Indigent Defense by Resolution No. 2368 adopted November 24, 2014, (“the City Standards”); and

WHEREAS, based on current trends, the City anticipates filing approximately 1,600 cases in 2015 for which appointment of a public defender will be required, which will initially require four full time public defenders, and

WHEREAS, Feldman and Lee, P.S., (“the Firm”) is a law firm employing licensed attorneys in good standing in the state of Washington which has been selected by the City to provide representation of indigent defense clients under contract with the City (“the Services”); and represents that is willing and able to provide the required number of full time public defenders to provide the Services; and

WHEREAS, the City and the Firm desire to provide for compensation for the Services based on a flat monthly fee, subject to adjustment annually to reflect actual case filings.

Now, therefore, the City and Firm enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. Scope of Services, Standards and Warranty. The Firm will provide the Services in accordance with this Agreement, the Supreme Court Standards and the City Standards, which will initially require the provision of four (4) full time public defenders.

1.1 The Firm warrants that every attorney and/or intern employed by the Firm to perform services under this contract, has read and is fully familiar with the provisions of the Supreme Court Standards as it has been amended from time to time and the City Standards, which are hereby incorporated in this Agreement by this reference as if set out at length. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. Every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court. The Firm further warrants that it has analyzed the cost of providing the Services, and that its proposal,

reflected in Section 2, Compensation, is sufficient to cover all wages and benefits, infrastructure, support and administrative services and systems necessary to comply with the Standards.

1.2 The Firm shall maintain an office within the corporate limits of the City. The Firm shall ensure an attorney is available to each eligible City defendant to ensure that the defendant is provided with effective assistance of counsel. Defendant access to his or her attorney prior to court hearings is paramount. The Firm shall be responsible to use best efforts to ensure its attorneys confer with defendants about cases promptly after appointment and prior to trial or hearings. Defendants shall be provided access to the Firm's attorneys by means of a toll free local call from a Marysville telephone number made available by the Firm, attorney's email address, and attorney's office and postal address. Attorneys shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email or otherwise.

1.3 The Firm shall provide an attorney to appear at all Municipal Court arraignment calendars.

1.4 The Firm shall maintain a case reporting and case management information system, and shall submit reports to the City, which shall be submitted in support of monthly invoices, and shall be a condition of payment pursuant to Section 2. The reports shall include the following information:

1.4.1 The number of cases to which the Firm's attorneys were appointed during the month and year to date.

1.4.2 For each appointment, the name of the defendant, the name of the attorney appointed, the date of appointment and the case number.

1.4.3 The charge(s) filed against the defendant.

1.4.4 The disposition of charge(s), including method of disposition, i.e., trial, plea motion, etc.

1.4.55 Such information required by the City Standards to allow the City to determine Attorney's compliance with caseload limits, including information pertaining to Attorney's other municipal public defense contracts and Attorney's private practice, if any.

1.5 The Firm shall employ an investigator to assist the attorneys providing the Services.

2. Compensation. Subject to all the provisions of this section, the City shall pay to the Firm a flat fee of Forty-two Thousand Dollars (\$42,000) per month for the Services, including all proceedings in the Municipal Court and all appeals therefrom. This flat monthly fee is based on Ten Thousand Five Hundred Dollars (\$10,500) per attorney.

2.1 Except as expressly provided in Section 2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems,

the investigator, and overhead costs necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

2.2 The City shall pay for the following case expenses in addition to the per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

- 2.2.1 Medical and psychiatric evaluations;
- 2.2.2 Expert witness fees and expenses;
- 2.2.3 Interpreters fees;
- 2.2.4 Polygraph, forensic and other scientific tests;
- 2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses; and
- 2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and
- 2.2.7 Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

2.4 In January of each year, the City and the Firm shall review the number of City cases to which the Firm's attorneys were appointed during the prior year, and shall adjust the number of attorneys providing the Services and adjust the flat monthly fee proportionately. Such adjustments shall be on the basis of increments of 0.5 full time public defenders at \$10,500 per attorney. By way of example, two hundred cases more than the anticipated 1,600 cases would result in an adjustment of the number of attorney from four to four and one half an adjustment of the flat monthly fee from \$42,000 to \$47,250. Two hundred fewer cases than the anticipated 1,600 cases would result in an adjustment in the number of attorney from four to three and a half and an adjustment of the flat monthly fee from \$42,000 to \$36,750.

2.5 In the event the Firm has a conflict that prevents it from representing a client for whom one of its attorneys has been appointed, the Firm shall not be required to compensate conflict counsel.

3. Term. The term of this Agreement shall be from the later of the date of mutual execution or January 1, 2015, through December 31, 2017, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year unless terminated as follows:

3.1 This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Firm, or any attorney providing service under this agreement, has

been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Firm which shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 This Agreement may be terminated at any time without cause by either party giving the other party not less than ninety (90) days written notice.

3.3 The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Firm nor any person acting on behalf of the Firm, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Firm agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Firm, its officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Firm's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Firm shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the attorneys, or agents, representatives, or employees of the Firm.

6.1 The Firm shall obtain insurance of the types described below:

6.1.1 Automobile Liability insurance covering all owned vehicles, if any, and all non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury,

and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

6.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.1.4 Professional Liability insurance appropriate to the Firm's undertakings. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

6.2 The Firm shall maintain the following insurance limits:

6.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

6.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

6.3.1 The Firm's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

6.3.2 The Firm's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

6.5 The Firm 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 Service Provider before commencement of the work.

7. Work Performed by the Firm. In addition to compliance with the City Standards, in the performance of work under this Agreement, the Firm shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Firm's

business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Firm's Risk. The Firm shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Firm's own risk, and the Firm shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Firm shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Firm's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Firm without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Firm.

11. Entire Agreement. This Agreement contains the entire agreement between the City and the Firm. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:

City of Marysville
Attn.: Chief Administrative Officer
1049 State Avenue
Marysville, WA 98207

TO THE FIRM:

James A. Feldman
Feldman and Lee, P.S.
19303 44th Ave. W.
Lynnwood, WA 98036

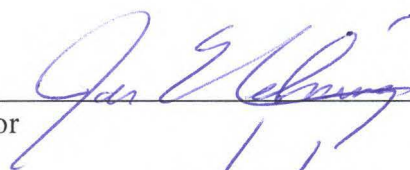
13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred

in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

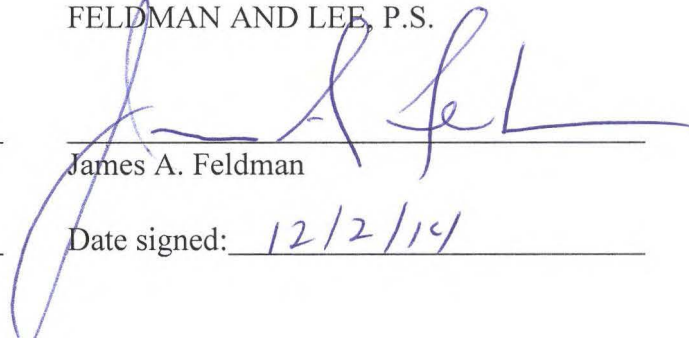
14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however, that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Municipal Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

CITY OF MARYSVILLE

FELDMAN AND LEE, P.S.



Mayor

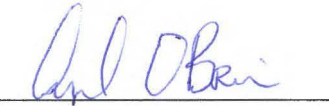


James A. Feldman

Date signed: 12/15/14

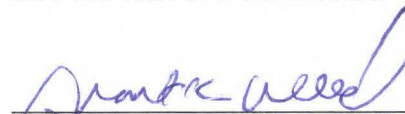
Date signed: 12/2/14

ATTEST:



City Clerk
Deputy

APPROVED AS TO FORM:



City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Senior Planner Angela Gemmer, Community Development

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** in Support of Using the Housing Action Plan.

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY: The City of Marysville received a grant from the Washington State Department of Commerce to assist with the Comprehensive Plan periodic update. A portion of the grant funding was allocated for a Housing Action Plan (HAP) which was prepared by ECONorthwest with public outreach conducted by Broadview Planning. The HAP will play a crucial role in the update of the Housing Element of the Comprehensive Plan by identifying strategies to meet housing needs now and in the future, and will provide context for the update of the Land Use Element. The overarching goal for the Housing Action Plan is to expand housing choice and opportunity across the household income spectrum for both current and future residents of Marysville.

The HAP includes the following elements which are described in the introduction to the HAP:

- Housing Needs Assessment;
- Displacement Risk Analysis;
- Community and Stakeholder Engagement Summary;
- Housing Strategy Development; and
- Implementation and Monitoring Measures.

The purpose of the HAP is to:

- Offer an overview of the housing landscape, and planning

- and regulatory environment;
- Help the City and its partners plan for additional housing over the next 20 years by providing analysis on the current housing inventory and future housing needs;
 - Provide insights on the development regulations and incentives that are working well, underperforming areas in need of improvement, and emerging issues requiring new solutions;
 - Foster community knowledge about the current state of housing and residents' varied housing experiences to help build a case for actions;
 - Identify key recommendations to encourage more housing development at all income levels needed to accommodate current and future residents; and
 - Capture an updated community vision and set of values associated with housing.

The DRAFT HAP was presented and discussed at the July 11th and November 14th Planning Commission work sessions. At the December 4th City Council work session, ECONorthwest will provide an overview of the DRAFT HAP, and will be available to address questions and receive feedback from the City Council. After review and feedback from City Council, staff respectfully requests that the City Council adopt the HAP as a reference document by Resolution at the December 11th City Council meeting.

ATTACHMENTS:

[Memo re. Housing Action Plan \(HAP\)](#)
[DRAFT Housing Action Plan](#)
[Resolution Housing Action Plan](#)

MEMORANDUM

DATE: December 4, 2023
TO: City Council
FROM: Angela Gemmer, Principal Planner
SUBJECT: Housing Action Plan
CC: Haylie Miller, Community Development Director
Chris Holland, Planning Manager
ATTACHED: Exhibit 1 DRAFT Housing Action Plan

The City of Marysville received a grant from the Washington State Department of Commerce to assist with the Comprehensive Plan periodic update. A portion of the grant funding was allocated for a Housing Action Plan (HAP) which was prepared by ECONorthwest. The HAP will play a crucial role in the update of the Housing Element of the Comprehensive Plan by identifying strategies to meet housing needs now and in the future, and will provide context for the update of the Land Use Element. The overarching goal for the Housing Action Plan is to expand housing choice and opportunity across the household income spectrum for both current and future residents of Marysville.

The HAP includes the following elements which are described in the introduction to the HAP:

- Housing Needs Assessment;
- Displacement Risk Analysis;
- Community and Stakeholder Engagement Summary;
- Housing Strategy Development; and
- Implementation and Monitoring Measures.

The purpose of the HAP is to:

- Offer an overview of the housing landscape, and planning and regulatory environment;
- Help the City and its partners plan for additional housing over the next 20 years by providing analysis on the current housing inventory and future housing needs;
- Provide insights on the development regulations and incentives that are working well, underperforming areas in need of improvement, and emerging issues requiring new solutions;
- Foster community knowledge about the current state of housing and residents' varied housing experiences to help build a case for actions;

- Identify key recommendations to encourage more housing development at all income levels needed to accommodate current and future residents; and
- Capture an updated community vision and set of values associated with housing.

The DRAFT HAP was presented and discussed at the July 11th and November 14th Planning Commission work sessions. At the December 4th City Council work session, ECONorthwest will provide an overview of the DRAFT HAP, and will be available to address questions and receive feedback from the City Council. After review and feedback from City Council, staff respectfully requests that the City Council adopt the HAP as a reference document by Resolution at the December 11th City Council meeting.



BROADVIEW
PLANNING

► Prepared for the City of Marysville
DRAFT REPORT



MARYSVILLE
WASHINGTON

Housing Action Plan

City of Marysville

NOV 2023

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Acknowledgements

ECONorthwest prepared this report for the City of Marysville. ECONorthwest and the City of Marysville are grateful to the numerous staff, elected officials, and community members who participated and provided feedback to shape the plan.

City of Marysville

- Haylie Miller, Community Development Director
- Angela Gemmer, Principal Planner

Consultant Team

- ECONorthwest: Tyler Bump, Lee Ann Ryan, Mackenzie Visser, Taylor Burton, and Justin Sherrill
- Broadview Planning: Andrea Petzel, Sara Belz, Valerie Pacino, and Anne Holland

Stakeholder Interview and Focus Group Participants

- | | |
|--|--|
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| Housing Hope | <ul style="list-style-type: none">▪ Rachel Downs▪ Joan Penny▪ Ashley Schmidt (Board) |
| Housing Authority of Snohomish County | <ul style="list-style-type: none">▪ Chris Collier |
| LINC NW - Marysville Family Resource Center | <ul style="list-style-type: none">▪ Ryan Brown |
| Tulalip Tribe | <ul style="list-style-type: none">▪ Julia Gold |
| Affordable Housing Resident/Twin Lakes Landing Two | <ul style="list-style-type: none">▪ Amanda Carter |

- Lake Stevens School District
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- Village Life
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- Westfar Properties
 - Joel Hylback
- LandPro Group
 - Patrick McCourt
- Windermere Real Estate
 - Debbie Barger Smith
- Keller Williams Real Estate
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- Land Technologies, Inc.
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- Real estate investor
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Housing Action Plan Context

Housing Action Plan Purpose

The City of Marysville received a grant from the Washington State Department of Commerce to fund a portion of the City's upcoming Comprehensive Plan Update. The City opted to use part of the funding to develop a Housing Action Plan to create a foundation for the Housing Element update. The overarching goal for the Housing Action Plan is to expand housing choice and opportunity across the household income spectrum for both current and future residents of Marysville. The Plan includes the following components:

- **Housing Needs Assessment:** Analysis of the demographic and housing market trends to understand affordability and potential housing gaps.
- **Displacement Risk Analysis:** Identifies areas that may be at higher risk of displacement in Marysville.
- **Community and Stakeholder Engagement:** Broadly engage the community and provide opportunities for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and city staff.
- **Housing Strategy Development:** Develop strategies to increase the supply and variety of housing affordable to all income levels. Consider strategies to minimize displacement of low-income residents resulting from redevelopment. Evaluate and consider potential efficacy of proposed strategies.
- **Implementation and Monitoring:** Integrate a schedule of programs and actions to implement the recommendations of the Housing Action Plan. The implementation plan should identify responsible parties, funding sources, and monitoring mechanisms to track outcomes.

The purpose of this Housing Action Plan is to

- offer an overview of the housing landscape and planning and regulatory environment;
- help the City and its partners plan for additional housing over the next 20 years by providing analysis on the current housing inventory and future housing needs;
- provide insights on the development regulations and incentives that are working well, underperforming areas in need of improvement, and emerging issues requiring new solutions;
- foster community knowledge about the current state of housing and residents' varied housing experiences to help build a case for actions;
- identify key recommendations to encourage more housing development at all income levels needed to accommodate current and future residents; and

- capture an updated community vision and set of values associated with housing.

Taken together, this information helps to inform a plan of action which strategically bridges the gaps between the on-the-ground conditions and updated aspirations for the community. In addition, the Housing Action Plan will include targeted actions that build off the planning work done in Marysville in a way that enhances current performance, learns from past experiences, and addresses areas of improvement. Some of the City’s existing programs and policies were evaluated during the strategy development phase to inform what could be fine-tuned and modified.

The Housing Action Plan is centered around answering the following key questions:

- Where will households live and in what housing types?
- How and where can Marysville accommodate a broader mix of housing to meet current needs and changing future demand?
- How can the City best support the need for more affordable housing, subsidized and unsubsidized, throughout the City?
- Where are areas of improvement and opportunities to pursue?

The answers to these questions and the ability for future households to meet their housing needs depends in part on decisions and policy choices that the City makes today. The Housing Action Plan will include a road map for implementing actions included within each strategy. The actions likely will consist of plan updates (e.g., Comprehensive Plan) or regulation updates, new programs, partnership projects, etc.

Housing Action Plan Process

Community Engagement

Public input informed by personal experiences, professional knowledge, and local circumstances is crucial for understanding a community’s on-the-ground housing needs. Engaging in community conversations augments quantitative information and helps build a richer understanding of existing challenges as well as potential opportunities for change and growth.

Broadview Planning, with support from the City of Marysville and ECONorthwest, engaged Marysville residents and stakeholders in conversations and survey activities designed to solicit input on a variety of local housing issues throughout the HAP development process.

The project team prioritized public outreach throughout the process of developing the HAP. The following goals guided the team’s community engagement efforts:

- Conduct outreach that helps tell the qualitative story of the city’s housing opportunities and challenges from a variety of perspectives.

- Use outreach as a tool for educating on the need for affordable/diverse housing and for gathering input on the HAP.
- Actively seek out and engage residents, especially populations that are historically underrepresented in traditional planning processes, and ensure input is representative of Marysville’s changing cultural and demographic diversity.
- Develop and maintain a consistent communications strategy between the City of Marysville and its residents, ensuring equitable messaging and “closing the loop” by integrating input into the final HAP.
- Establish and communicate the significance and impact of the project, providing a clear connection between community involvement and how input can inform tangible outcomes.
- Educate the public on options and opportunities for increased housing density in Marysville.

The project team utilized a variety of public involvement techniques to meet the diverse interests and needs of community members, including:

- Stakeholder interviews
- Focus groups
- Online survey tools
- Project website
- One public meeting

Housing Needs Assessment

As Marysville changes and the need for housing evolves, it is crucial to capture the current conditions and to collect a robust baseline of information to assess where Marysville is heading. A detailed analysis was completed in June 2023. This Housing Needs Assessment (HNA) provided a deep understanding of the current housing landscape, including the community demographics, housing market dynamics, and future housing needs. The full HNA can be found in Appendix A.

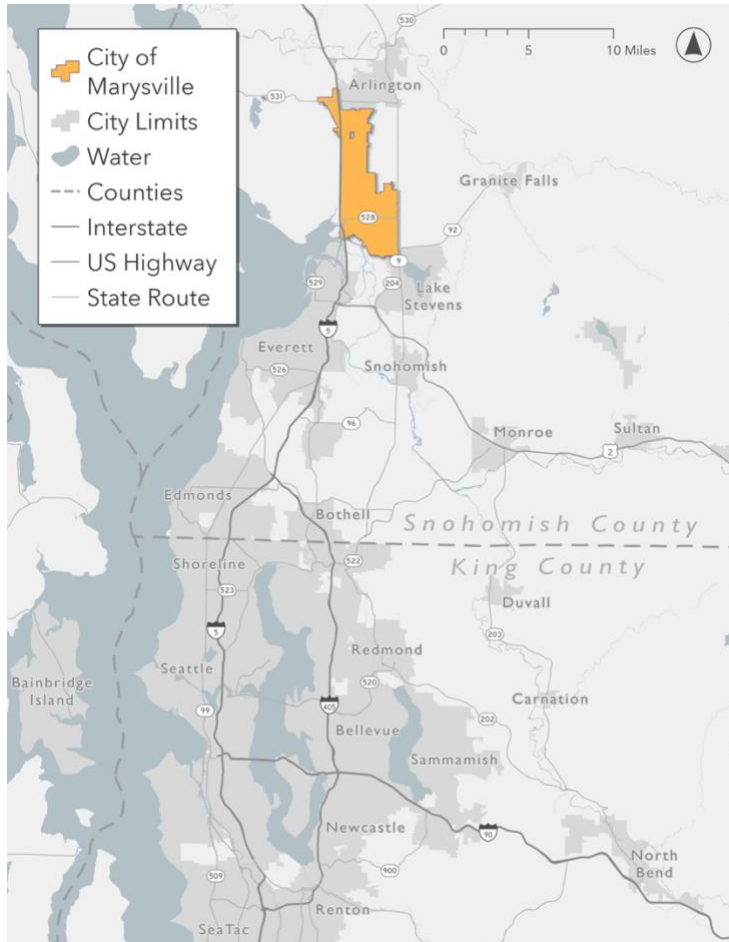
Housing Action Plan Policy Analysis and Strategy Development

Preliminary Housing Action Plan strategies and best practices research commenced in the summer of 2023. The project team met throughout to discuss, refine, and prioritize strategies. This step delivered policy and implementation guidance and a Draft Housing Action Plan to help meet the City’s current and projected housing needs.

Final Housing Action Plan and Implementation

Actions will be prioritized, refined, and articulated further after final Council, Planning Commission, community, and stakeholder input is received. The final plan will include an implementation framework to measure and evaluate progress.

Housing Landscape in Marysville



Marysville’s population and housing landscape is greatly influenced by its location in the Puget Sound region and the Seattle metropolitan area. Positioned along the I-5 corridor, and near major employment hubs like Everett, Bellevue, and Seattle, Marysville has historically been a more affordable place for young families working in the region. The City population increased by 186% between 2000 and 2022, largely due to an annexation in 2009 that added around 20,000 residents. The surge in growth, both within the City and the broader Puget Sound region, has ushered in newfound challenges to Marysville’s affordability, and the Housing Action Plan will outline strategies to help the City grapple with these emerging issues. This section provides a succinct overview of Marysville’s demographic composition and housing landscape

Exhibit 1: Marysville Context Map

Source: ECONorthwest

that is detailed in the Housing Needs Assessment, as well as a summary of community outreach conducted throughout the project to provide a contextual foundation from which the strategies and actions in this plan were built from.

Housing Needs Assessment

An initial step for developing the HAP is to identify and define the range of housing needs by analyzing the best available data describing Marysville’s household demographics, housing stock, housing market dynamics, and expected need. The insights from this analysis help to build a factual basis for the HAP strategies. This Housing Needs Assessment (HNA) answers questions about the availability of different housing types, who lives and works in Marysville, and what range of housing is needed to meet current and future housing needs. The following key findings highlight significant trends and implications for housing in Marysville.

Population and Household Demographics

- **Both Marysville and Snohomish County experienced substantial population growth** from 2010 to 2022, with Marysville increasing by 21% and the County by 19%.
- **Marysville is expected to continue growing at a faster rate than the County.** By 2044, Marysville is projected to increase its population by roughly 27,500 residents, reaching a population of nearly 100,000, representing 41% growth.
- **Marysville’s population is aging faster than the County.** The median age in Marysville increased by three years from 2011 to 2021, and the City observed the greatest decrease in the share of residents under 20 years of age.

Housing Characteristics

- **Marysville is projected to add over 14,000 housing units by 2044** to accommodate its growing population.
- **Household sizes in Marysville decreased overall** while the County’s average household size grew. Marysville has the highest share of couple households with no children present (40% of households).
- **Seventy percent of housing units in Marysville are owner occupied;** however, the City has observed growth in three- and four-person rental households (11%) over the last decade.

Demographics and housing characteristics in Marysville suggest that there are fewer opportunities for first-time homebuyers and affordability challenges for families with young children compared to previous years. Moreover, the prevalence of larger renter households in Marysville indicates a higher demand for rental units suitable for individual families, potentially highlighting the need for larger rental units. Another notable trend is the likely increase in the proportion of empty nesters in Marysville. In the early 2000s, the City likely served as an affordable housing market for young families, but now their children are moving out. This shift is reflected in the rise of two-person households, a decline in three- to four-person

households, a decrease in the population under 20, and an increase in households without children.

Income and Affordability

- **Incomes in Marysville are not rising as fast as other geographies, but there has been a substantial increase in households earning over \$150,000** and a decrease in lower-income households. This is likely due to wage increases for existing residents as well as in-migration of higher-income households.
- **The median home sale price in Marysville was \$605,000 as of 2022, requiring a household income of approximately \$200,000 to afford it.**
- **Rents in Marysville increased 53%, or just over \$650 per unit per month, from 2012 to early 2023.** As of early 2023, the average multifamily apartment rent was \$1,685 per unit per month.
- **Around 32% of households in Marysville are cost burdened.** Renters are disproportionately cost burdened in Marysville, with 49% of renters spending greater than 30% of gross income on rent.
- **Households identifying as Black have the highest rate of cost burden.**

Employment and Commuting

- **Marysville will need to accommodate an additional 17,616 jobs between 2019 and 2044, representing a 115% increase over 25 years.**
- **A significant number of workers commute into and out of Marysville,** with 9,000 workers commuting in, over 24,200 commuting out, and around 2,200 living and working in Marysville. With the expected job growth in Marysville and considering the number of commuters flowing into the City, housing for the local workforce will need to be a priority.

Displacement Risk

- **Marysville has a substantial number of households that are vulnerable and at risk of displacement, especially in the central corridor along I-5.** Thirty-seven percent of Marysville households live in tracts that display high rates of socioeconomic vulnerability and risk of displacement *should gentrification start occurring*, such as people with less than a bachelor's degree, the Hispanic population, and people of color (POC).
- **Eighteen percent of households are highly vulnerable and at high risk of displacement/gentrification.**

Future Housing Needs

Snohomish County allocated an additional 14,253 housing units that the City of Marysville will need to accommodate between 2020 and 2044. The County also distributed those housing units across income bands as required by State law. This means the City will need to plan for accommodating housing units that are affordable to the range of income bands shown in Exhibit 2. For example, the City will need to accommodate 1,076 new housing units that are deemed affordable to households earning between 30 and 50% of the area median income (AMI).¹ Exhibit 2 below shows the fill breakdown of Marysville’s housing allocation by income.

Exhibit 2: Housing Allocations by Income, City of Marysville, 2044, Method C²

Source: Snohomish County

Income Bracket	Income Range ³	Housing Units
0-30% PSH ⁴	\$0 - \$38,800	2,403 units
0-30% AMI	\$0 - \$38,800	1,281 units
30-50% AMI	\$38,800 - \$64,700	1,076 units
50-80% AMI	\$64,700 - \$95,300	0 units
80-100% AMI	\$95,300 - \$134,600	0 units
100-120% AMI	\$134,600 - \$161,500	2,403 units
>120% AMI	\$161,500 +	7,090 units

Community and Stakeholder Engagement

Community and stakeholder engagement played a critical role in the HAP development process. With support from the City of Marysville and ECONorthwest, Broadview Planning designed and implemented a multifaceted outreach process to meaningfully engage Marysville community members on local housing issues. The process encompassed a variety of iterative, reinforcing approaches to public involvement, including **stakeholder interviews, focus groups, community surveys, and a public meeting.**

A full copy of the Public Engagement Plan developed for the HAP process is attached to this report as Appendix C.

¹ “Affordable” in this context means that a households would spend no more than 30% of their income on housing costs.

² Snohomish County’s Planning Advisory Committee (PAC) HO-5 Report working group considered three different alternative approaches to allocating growth by income band. These approaches consisted of accommodating housing needs through new production (Method A), accommodating housing based on total affordable housing within a City “fair share” method (Method B), and accommodating housing through a hybrid of Methods A and B (Method C). Method C was ultimately selected.

³ 2023 HUD Income Limits

⁴ PSH means permanent supportive housing. RCW 36.70A.030 defines PSH as *subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the resident’s health status, and connect residents of the housing with community-based health care, treatment, and employment services.*

The following is a summary of the project team’s community engagement activities and findings, which informed the content and final recommendations included in this HAP.

Interviews and Focus Groups

Broadview Planning staff conducted interviews and focus groups with 23 individuals with deep and diverse connections to Marysville communities. Participants included City employees, housing developers, school district leadership (multiple districts), social service and affordable housing providers, tribal representatives, affordable housing residents, and real estate professionals. Feedback reflected a broad range of policy perspectives, personal preferences, and lived and professional experiences. Still, some common themes emerged from the participants’ collective comments and questions:

- General support for more “middle housing” types, including town houses, accessory dwelling units (attached and detached), cottage housing, and small lot development.
- Interest in expanding options for aging in place, such as developing more senior housing or exploring opportunities for multigenerational living.
- Support for creating more housing opportunities that are affordable to Marysville’s existing workforce.
- Concerns about the ongoing ability of young families to afford housing in Marysville that offers access to preferred public schools.
- Interest in colocating public facilities (e.g., schools, parks, recreational and community facilities) as a means of advancing budgetary and land use efficiencies.
- Interest in development partnerships between affordable housing providers, public agencies, and tribes (e.g., public agency/tribe provides land; affordable housing provider develops and operates housing).
- Support for revising or simplifying some of Marysville’s existing design standards and land use regulatory requirements in order to make multifamily and lower-cost housing types more feasible construction options for local developers.
- Interest in expanding transitional and low-cost housing options for homeless and housing-insecure households, including regulated RV safe lots and tiny home villages. Multiple respondents also voiced support for coupling transitional housing resources with wraparound social services (e.g., mental health counseling, medical services, employment, and training resources).
- General support of current and future development along Marysville’s waterfront.

A summary matrix of the interviews and focus groups facilitated by Broadview Planning is attached to this report as Appendix D.

Community Survey and Snap Poll

Broadview Planning also developed two survey tools to collect input from the public: an online survey and a snap poll.

The City of Marysville posted its online survey on their website from September 15 to October 15, 2023. In total, the survey yielded 17 responses from individuals living in, seeking to live in, or working in Marysville. The survey posed demographic questions as well as inquiries about respondents' personal housing preferences and needs. The most common demographic traits of the survey respondents were as follows:

- Caucasian/white (76%)
- Homeowner (82%)
- Living in southern Marysville/zip code 98270 (76%)
- Born before 1970 (61%)
- Primarily English speaking (94%)
- Earning an annual income between \$25,000 and \$75,000 (65%)

In general, survey respondents that identified as Caucasian/white, homeowners, and primarily English speaking were overrepresented. On average, survey respondents also identified as having somewhat lower incomes than the Marysville median (around \$89,000 in 2021 dollars).

Themes that emerged from the survey responses include the following:

- General appreciation for Marysville's amenities and services (schools, parks, natural features), comparative affordability, safety, proximity to other cities, and friendly community feel.
- Dissatisfaction with Marysville's current array of housing options (41% dissatisfied/very dissatisfied, 47% neutral, 12% satisfied/very satisfied).
- General support for middle housing such as town houses, courtyard apartments, and cottage housing; less interest in higher-density housing types.
- Strong support for providing resources to low-income residents to help them stay in their homes, including City involvement with rent payment assistance, utility payment assistance, property maintenance, and expanding tenants' rights.
- Interest in locating new multifamily development near transit and balancing higher-density development with the preservation of open space.
- Support for more housing options affordable to families, seniors, and Marysville's local workforce.

In addition to the online community survey, Broadview Planning also developed a five-question snap poll for use at community events hosted by City of Marysville staff. The poll included demographic questions (age, homeownership status) and asked respondents to share information

about what they liked about Marysville and what they thought could be improved. Just four people responded to the snap poll. As with the online community survey, snap poll respondents tended to be homeowners over 50 years of age who described Marysville as a safe place with a strong sense of community. Issues of concern included housing affordability, infrastructure needs (e.g., street improvements), and the pace of new development.

A slide deck summarizing the results of the community survey is attached to this report as Appendix E. Summaries of the snap poll results are attached as Appendix G.

Public Meeting

On October 10, 2023, the City of Marysville hosted a public meeting to present draft recommendations for the HAP and solicit further community input. Fifteen people attended in person and one via Zoom. Broadview Planning did not collect demographic data from meeting attendees other than Marysville/neighborhood residency status. A summary of all collected comments is provided below and grouped by theme.

Multifamily Housing:

- City should allow duplex and fourplex units to be sold “fee simple.”
- City should allow a broader array of rental housing options; support for ADU rentals.
- Investing in school quality is critical to attracting and retaining resident families. Belief that school districts can better estimate the number of students associated with new single-family development; student estimates for multifamily housing are more complicated.

Affordability

- Lack of affordability is likely causing young families to leave the area.
- High construction and infrastructure costs in Marysville lead to high apartment rents.
- City could be doing more to help residents stay in their homes; existing incentives seem to be focused on developers.

Development Trends

- Too much development is currently underway; more green space, trees, and walkability are needed. Concerns about design and environmental review, lack of a tree ordinance. Some new town houses do not have yards.
- Concern about amount of apartment construction and impacts on community livability.
- Uncertainty about the economic feasibility of developing the kinds of larger-scale, high-quality projects the City would like to see in the downtown area.

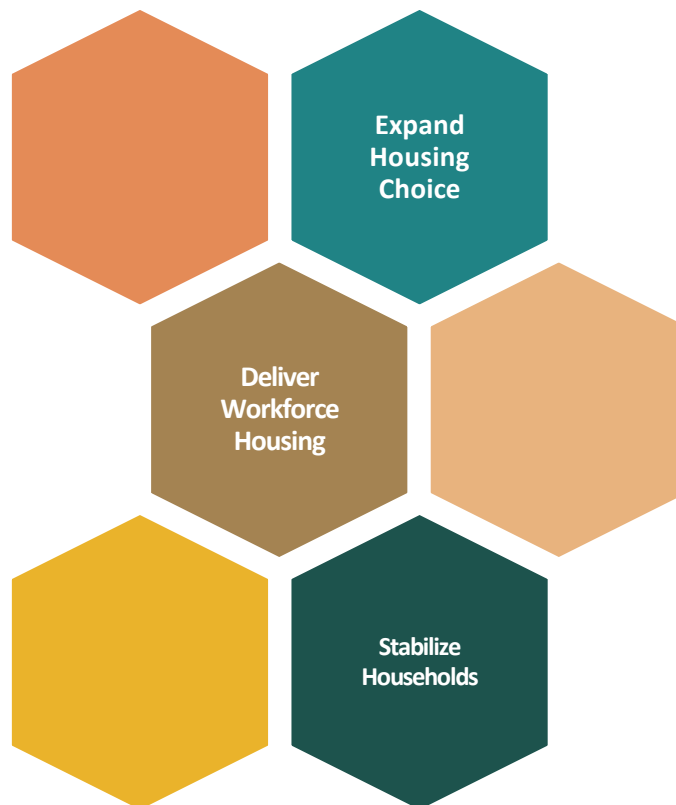
The meeting minutes from the October 10th event are attached to this report as Appendix F.

The community and stakeholder input collected as part of the HAP development process is also discussed in the Recommended Actions section of this report.

Overarching Goals & Strategies

The Housing Action Plan establishes three overarching goals to serve as a compass for the City’s approach to identifying housing solutions over the next several decades. These goals reflect the collective commitment to addressing the evolving housing challenges while nurturing a vibrant, inclusive community for all residents. The overarching aims for the Housing Action Plan are to expand housing choice, deliver workforce housing, and stabilize existing households.

The following goals are proposed to help guide the City’s work as it proceeds with implementing key strategies and actions.



Expand Housing Choice

- Expand housing choice by diversifying the range of available housing options, promoting the development of mixed-use and mixed-income neighborhoods, and streamlining zoning regulations to accommodate different housing for a variety of household sizes and demographics.

Deliver Workforce Housing

- Develop and deliver workforce housing that caters to the needs of local employees. Through strategic partnerships with developers and employers, the City can help create affordable housing options located near employment opportunities. By utilizing incentives and establishing innovative partnerships, the City can increase the supply of housing that aligns with the income levels of the local workforce so companies can successfully recruit and retain local employees.

Stabilize Households

- Understanding displacement risk can help the City strategically create a plan to stabilize existing households by providing resources and tools for existing residents to remain in their homes. Demand for housing in the Puget Sound region has not slowed, and as communities continue to grow, so does the risk of displacement. Through the efforts outlined in the Housing Action Plan, the City can aspire to create a resilient community where families can thrive without the fear of losing their homes due to economic challenges.

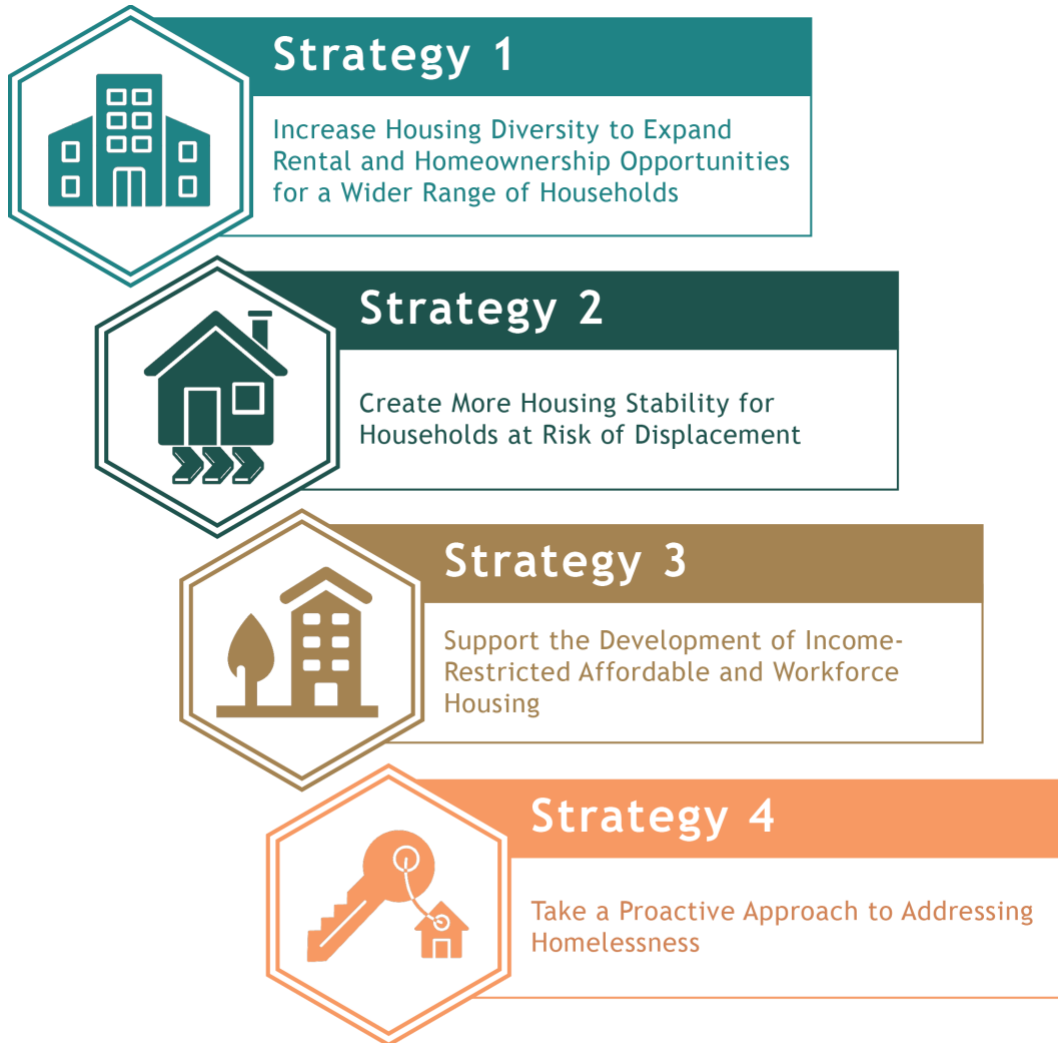
Housing Tools and Market Considerations

The finite tools represented here center around what city governments can feasibly do and control. A menu of diverse strategies/actions touching on varied needs reflective of the Marysville community should be integrated into the action plan to ensure the plan is comprehensive and balanced. The strategies listed in this plan apply to both elements of the City's current and future housing supply. The range of strategies is intended to comprehensively address multifaceted housing challenges through multiple angles. Holistically, the strategies should be balanced in increasing and preserving affordable housing along with the overall housing supply, integrating both rental housing and homeownership strategies, while also accommodating growth and recognizing how it could increase displacement risk for certain households.

The Housing Action Plan includes strategies that allow for-profit developers, nonprofit developers, and government entities to tap the current housing market to create new affordable and market-rate housing as well as increase financial support for future development. There is no silver bullet for choosing a housing strategy, as each idea brings benefits, drawbacks, different levels of impact, and trade-offs. As such, housing strategies benefit from periodic evaluation as development conditions change over time, requiring flexibility and a renewed effort to fill funding gaps in innovative and creative ways.

Summary of Housing Strategies

Informed by the overarching goals and based on the results of the Housing Needs Assessment, community/stakeholder involvement, analysis of policy options, and review of relevant plans, policies, and best practice guides, **the following four strategies and associated actions will provide a roadmap for the future.**



The next section includes a detailed summary of key actions within each of these strategies, offering a full description of how each recommended strategy and the associated actions would serve different needs, why the strategies and actions are important, and intended outcomes. Each of these recommended strategies are within the City of Marysville’s control, but work will span departments and involve meaningful contributions from stakeholders such as City Council, Planning Commission, renters, homeowners, advocates, developers (both affordable and market rate), and many others. The housing affordability crisis affects a broad spectrum of people, including Marysville employees and residents, families, seniors, newcomers, low- to

middle-income households, and businesses; thus, it requires the coordination of a broad coalition to take meaningful action.

As noted above, there is no silver bullet to address the housing affordability challenges and, as a result, the strategies are interrelated and were created to address different facets of housing needs. Together, these recommendations and action steps provide a blueprint for the City to begin acting on and implementing each recommendation over the next several years.

Recommended Actions

The matrix below outlines the policy and program recommendations for the City to include in the Housing Action Plan. This section details each strategy and associated action. Actions includes a rationale for why it is included in the plan, detailed descriptions, the City’s potential role in implementation, nuanced considerations, examples and best practices, and potential housing affordability impacts.

The matrix in Exhibit 3 provides a summary list of 13 actions for consideration in the Housing Action Plan. These actions fall within the four draft strategies, which are designed to address community needs identified through public engagement and the Housing Needs Assessment (HNA).

Action Types

- **Incentives** encourage housing developers to provide desired housing types.
- **Policy Changes** may update the City’s code, processes, or requirements related to housing.
- **Financial Support** increases available funding for a variety of housing initiatives.
- **Partnerships** to strengthen relationships with other organizations to further the City’s housing goals.
- **Research** may require additional evaluation prior to moving toward adoption or implementation.

Housing Income Level

The qualitative designation of “**Low**,” “**Moderate**,” “**High**,” or “**All**” gives a relative approximation of what household income levels will likely be served but does not include a specific threshold.

Summary Strategy Matrix

Exhibit 3: Summary of Strategies and Actions

#	Strategies	Actions	Rationale	Action Type	Income Level Served
1	Increase Housing Diversity to Expand Rental and Homeownership Opportunities for a Wider Range of Households	1.1: Increase Density Along Proposed Transit Lines to Accommodate More Multifamily Development	The City will need to consider a wide range of household incomes when meeting its growth targets over the next 20 years. To support the growing workforce and support existing workers who may be currently unable to afford housing in Marysville, the City should prioritize more multifamily development at higher densities, especially in areas with existing and future transit access.	Policy Change	Moderate
		1.2: Adopt Code Amendments to Create More Flexibility for Townhome Development	Both homebuyers and developers often prefer fee simple housing development to condominiums, as condominiums require homeowner associations (HOA) that charge fees that can add substantially to monthly housing costs. Developers often prefer fee simple development over condominiums due to construction defect liability laws that pose significant legal and financial risks to developers, deterring condominium development statewide.	Policy Change	Moderate-High
		1.3: Expand and Calibrate Existing MFTE Program to Stimulate Program Participation	Marysville's Multifamily Tax Exemption (MFTE) program has yet to be utilized. MFTE programs can provide an incentive to facilitate the development of market-rate and affordable units, particularly in places where development costs are high and affordable housing is needed. The City will need to plan to accommodate more affordable housing to meet the needs of low-income earners, as well as moderate to high-income earners. By expanding and calibrating the Multifamily Tax Exemption (MFTE) program, the City of Marysville can promote the development of more multifamily housing that is affordable to mixed income levels. Incentivizing production of mixed-income projects could also help prevent economic and racial segregation.	Policy Change/Financial Support	Low-Moderate
		1.4: Consider Middle Housing Best Practices When Complying with HB 1110 Middle Housing Requirements	Outside of requirements outlined in HB 1110, there are many nuances and best practices that are important to consider when implementing middle housing allowances to ensure that middle housing can be a successful policy tool for increasing housing diversity and meeting local housing needs. Finding the right balance of middle housing regulations that support diverse outcomes will be critical during implementation.	Policy Change/Research	All

#	Strategies	Actions	Rationale	Action Type	Income Level Served
		1.5 Identify Ways to Balance Housing Development between School Districts in Marysville	School districts are an important factor for families when choosing a place to live. Additionally, families and new development are essential for supporting school districts because they bring increased enrollment and associated tax revenue, ensuring a stable funding source for schools. The City of Marysville should consider ways to attract new development that can bolster the Marysville school district by incentivizing projects within district boundaries. Likewise, the City could encourage more housing diversity in the Lake Stevens district to create more access to opportunity for a wider range of household types.	Policy Change/Incentive	All
		1.6 Expand Allowances and Incentivize the Development of ADUs	ADUs offer an opportunity to increase the housing supply on a small scale, especially for renters, while protecting existing community character without putting pressure on existing infrastructure systems. It can also create more financial flexibility for homeowners to supplement their income, or it can offer seniors an opportunity to downsize without selling their property or leaving their community. The city should consider expanding ADU allowances by adopting additional code amendments or incentives that can make ADU development more accessible and flexible for both homeowners and developers.	Policy Change/Incentive	All
		1.7 Create More Flexibility in the Planned Residential Development (PRD) Code	PRDs are intended to allow greater flexibility in a larger site's development than what is typically allowed in the underlying zoning. Stakeholder engagement indicated a lack of flexibility in Marysville's existing PRD code, which may be struggling to offer more benefits than the underlying zoning. The City should consider adjustments to the existing code related to open space, access design, mix of unit types, or lot and unit width requirements to better encourage its use and to create better development outcomes.	Policy Change	All
2	Create More Housing Stability for Households at Risk of Displacement	2.1: Conduct Targeted Outreach to Better Understand Displacement Risk	The City has and will likely continue to conduct rezones and amend zoning standards to help facilitate the development of Downtown Marysville. However, some downtown areas are at risk of displacement. Specifically, City changes to zoning ordinances and infrastructure investments may spur intense housing development that can increase displacement pressures. Moreover, tenants living in unregulated affordable properties may be at risk of facing rental increases if their building is purchased. Therefore, the City should identify areas that are most vulnerable to these changes and the resulting physical and economic displacement in order to employ a geographically targeted anti-displacement strategy.	Research/Outreach	Low-Moderate

#	Strategies	Actions	Rationale	Action Type	Income Level Served
		2.2: Support the Preservation of Manufactured Home Parks	Manufactured home parks (MHPs) play a significant role in providing naturally occurring affordable housing. However, they are at risk of disappearing when property owners are tempted to sell the MHP. In order to preserve MHPs, the City should consider establishing zoning, procedures, and guidelines to assist with the acquisition, purchase, and preservation of existing MHPs.	Policy Change/Financial Support/Partnerships	Low-Moderate
3	Support the Development of Income-Restricted Affordable and Workforce Housing	3.1: Develop a Land Bank Strategy and Partnerships to Support Both Income-Restricted and Workforce Housing Development	Control of land is critical to affordable housing development because overall development costs make affordable housing development difficult or financially infeasible. Land costs account for a substantial portion of housing development costs, and by removing or reducing land costs, an affordable housing project is more likely to be financially feasible. Control of land also allows the owner to determine how the land is developed.	Financial Support/Partnerships	Low
		3.2 Coordinate with Regional Affordable Housing Partners	The City needs to meet housing needs for the number of lower-income households identified in the County's growth targets. Market-rate development on its own cannot meet these needs, as these developers will not deliver housing that is affordable for most low-income households, particularly those under 80% AMI. To account for this, the City could coordinate with regional affordable housing partners who will produce affordable housing.	Partnerships	Low
4	Take a Proactive Approach to Addressing Homelessness	4.1: Partner with Housing and Services Nonprofits to Provide Permanent Supportive Housing to Meet County Allocations	<p>Transitional and supportive housing serves individuals who are vulnerable to experiencing homelessness. Washington State recently passed legislation directing jurisdictions to enhance their work on transitional and supportive housing through House Bill 1220, which states that communities must "plan for and accommodate housing affordable to all economic segments of the population of the state" and explicitly includes supportive housing in consideration of the lowest economic segment.</p> <p>According to 2044 growth allocations from Snohomish County, the City will need to provide about 2,400 permanent supportive housing units over the next 20 years to help meet local housing needs. These needs are required to be accounted for in local Housing Elements as part of the Comprehensive Plan under House Bill 1220's modification to the Growth Management Act.</p>	Partnerships	Low
		4.2: Consider Emergency Shelter Needs in Marysville	The City of Marysville does not currently have a year-round emergency shelter and, given the ongoing regional housing affordability crisis, most cities in the Puget Sound region are likely struggling with homelessness. Emergency shelters can provide a safe and secure environment for individuals experiencing homelessness, protecting them from exposure to	Policy Change	N/A

#	Strategies	Actions	Rationale	Action Type	Income Level Served
			harsh weather conditions, violence, and other dangers they might face while living on the streets.		

This section includes greater detail on the four proposed Housing Action Plan strategies and the 10 associated actions. Each action has been described in terms of their benefits and challenges, estimated impact on housing production, housing need focus, level of investment, and geographic scale.

Overarching Housing Action Plan Goals



Expand Housing Choice



Deliver Workforce Housing



Stabilize Households

Household Income Levels

- Low (50% AMI or lower)
- Moderate (80-120% AMI)
- High (above 120% AMI)

Geographic Scale of Action

- Citywide
- Transit-Oriented Development (TOD) Opportunity Areas

- Residential Zones
- Site Specific

Housing Production

- 🏠 is the least amount of housing production
- 🏠🏠 is anticipated to encourage moderate housing production
- 🏠🏠🏠 would promote the most housing production

Level of Investment

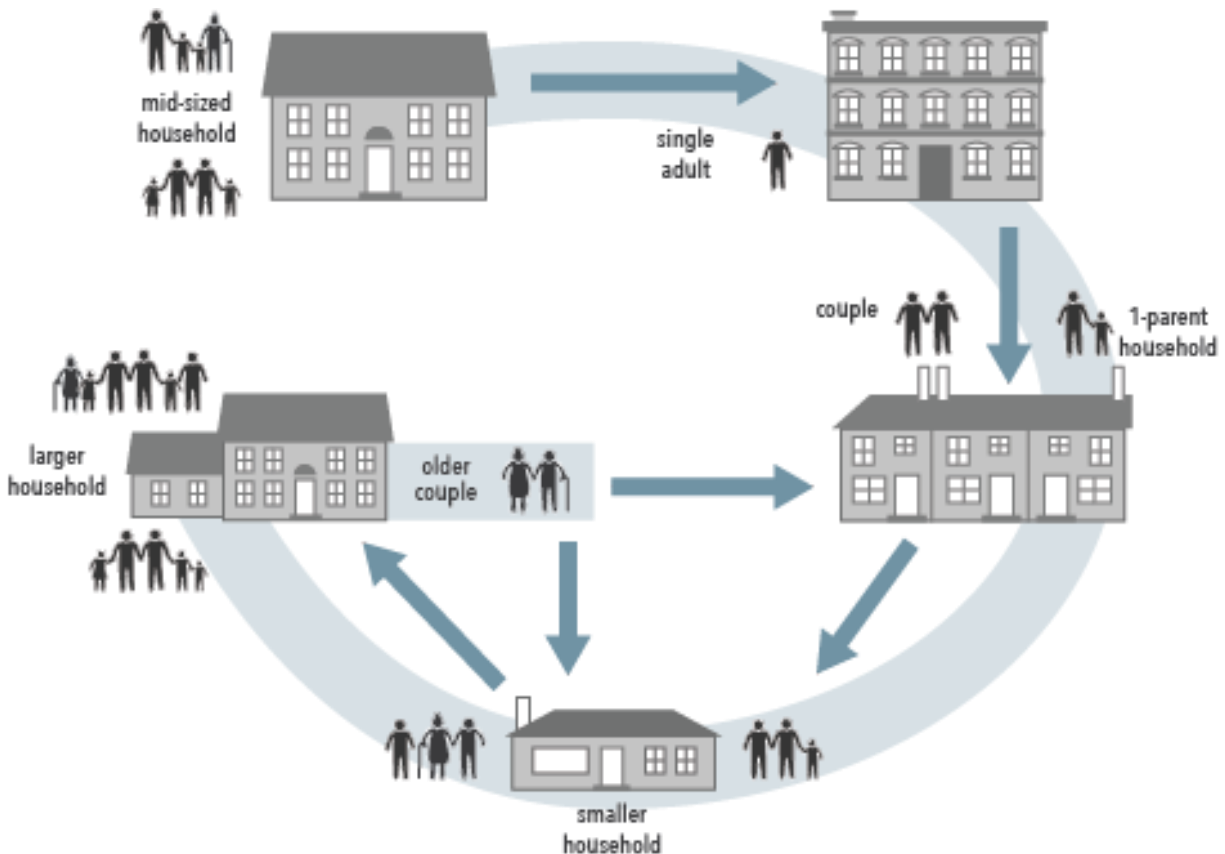
- \$ is the least amount of investment needed relative to other actions
- \$\$ is anticipated to require a moderate investment relative to other actions
- \$\$\$ would require the most investment relative to other actions



Strategy 1 - Increase Housing Diversity to Expand Rental and Homeownership Opportunities for a Wider Range of Households

Housing needs are not one-size-fits-all and instead should be thought of as a menu of different options with enough variety for different household incomes and sizes at various stages of life, with different location needs. This strategy is focused on actions the City can take to encourage and improve the development of diverse housing types at a variety of price points, locations, sizes, and preferences for both rental and ownership housing.

The HNA revealed that the City is aging faster than its comparison geographies, with a likely increase in empty nesters that may want or need to downsize for a variety of reasons in the coming years. Voices from the community during engagement also identified a need for more options for seniors to age in place comfortably and safely, both physically and financially. Therefore, the City will need to give careful consideration to how it can create more housing opportunities and options for its aging population so they're able to remain connected to their communities as they enter a new phase in life.



The City also saw a decrease in the average household size over the last decade, with an increase in 1- and 2-person households. The City's housing stock is largely single-family

detached units with 3-4 bedrooms, and the majority of recent development has trended toward more single-family units. The housing stock lacks a variety of options, such as middle and multifamily housing, that might be more suitable for smaller household sizes. The City also experienced a decrease in the number of single-person homeowners while having a wide range of household sizes that rent. Both data points could indicate a lack of affordable homeownership opportunities for a variety of household types, specifically families—especially when four-person households are the largest share of renter households.

The City will also need to look toward compliance with House Bill (HB) 1110 over the next two years. HB 1110 requires that cities with a population between 25,000 and 75,000 provide authorization for development of at least **two** middle housing units per lot on all lots zoned predominantly for residential use. Additionally, it requires at least **four** units per lot for lots located within a quarter mile of a major transit stop or for lots with **one or more** affordable housing units.⁵ The City must allow six of the nine available middle housing types to achieve the unit density requirements of HB 1110.

Given that Marysville’s population is close to 75,000 and may soon exceed this number, it is worth noting that these requirements are different for cities with a population of at least 75,000. In this case, the City would be required to provide authorization for development of at least **four** middle housing units per lot on all lots zoned predominantly for residential use or at least **six** units per lot for lots located within a quarter mile of a major transit stop or for lots with **two or more** affordable housing units.

Recommendations for actions in this strategy include zoning code amendments, incentives, and best practices, which are intended to reduce barriers for and encourage the development of a more diverse range of needed and desired housing types. Ultimately, this strategy will help broaden the housing choices for income levels in terms of housing type, size, and diversity, increasing opportunities for both homeownership and renters. In particular, this strategy will help further the HAP goals of expanding housing choice and delivering workforce housing.

⁵ This requirement does not apply if zoning permits higher densities or intensities. To qualify for up to 4 units, an applicant must commit to renting or selling the minimum required number of units as affordable units and maintain them as affordable for a term of 50 years. Units dedicated as affordable must be provided in a range of sizes comparable to other units in the development.

Action 1.1 Increase Density Along Proposed Transit Lines to Accommodate More Multifamily Development

Rationale

The City will need to consider a wide range of household incomes when meeting its growth targets over the next 20 years. To support the growing workforce and support existing workers who currently may be unable to afford housing in Marysville, the City should prioritize more multifamily development at higher densities, especially in areas with existing and future transit access.

Description

Community Transit is exploring options for Bus Rapid Transit (BRT) through Marysville, which would provide additional transportation opportunities that could support more dense development in strategic areas near stations. The City should assess ways to amend the zoning code in targeted areas near planned transit stations and routes to help facilitate Transit Oriented Development (TOD) and infill at densities needed for multifamily development.

Opportunities to reduce development barriers and facilitate housing production in areas near future transit routes could exist within Community Business (CB), General Commercial (GC), Mixed Use (MU), R-18 (Medium Density Multifamily), and R-28 (High Density Multifamily) zones. The City should consider increasing density allowances that can better support multifamily development, particularly 3- to 4-story apartment buildings. Currently, the City does not appear to have a zone that is well positioned to deliver stand-alone multifamily development at densities attractive for TOD outside of the downtown area. A general range for denser multifamily development at 3 to 4 stories would be between 45 and 70 dwelling units per acre depending on the number of residential floors and the size and mix of units in the building.⁶ Between the CB, GC, MU, R-18, and R-28 zones, the maximum achievable density is 36 dwelling units an acre in the R-28 zone, assuming a project opts into the Residential Density Incentives (RDIs) program and provides a substantial amount of public benefits to reach the maximum allowed density. The density ranges observed among these zones is more in line with townhome development, as best practices recommend between 24 and 32 dwelling units an acre for townhomes.⁷

⁶ Burien Housing Action Plan, 2021. ECONorthwest https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_11045935/Image/Business/Building%20&%20Construction/Burien-Housing-Action-Plan-2021.pdf

⁷ AARP. 2023. "Re-Legalizing Middle Housing: A Model Act and Guide to Statewide Legislation. Created for State and Local Leaders by AARP Government Affairs and ECONorthwest. Assumes gross density.

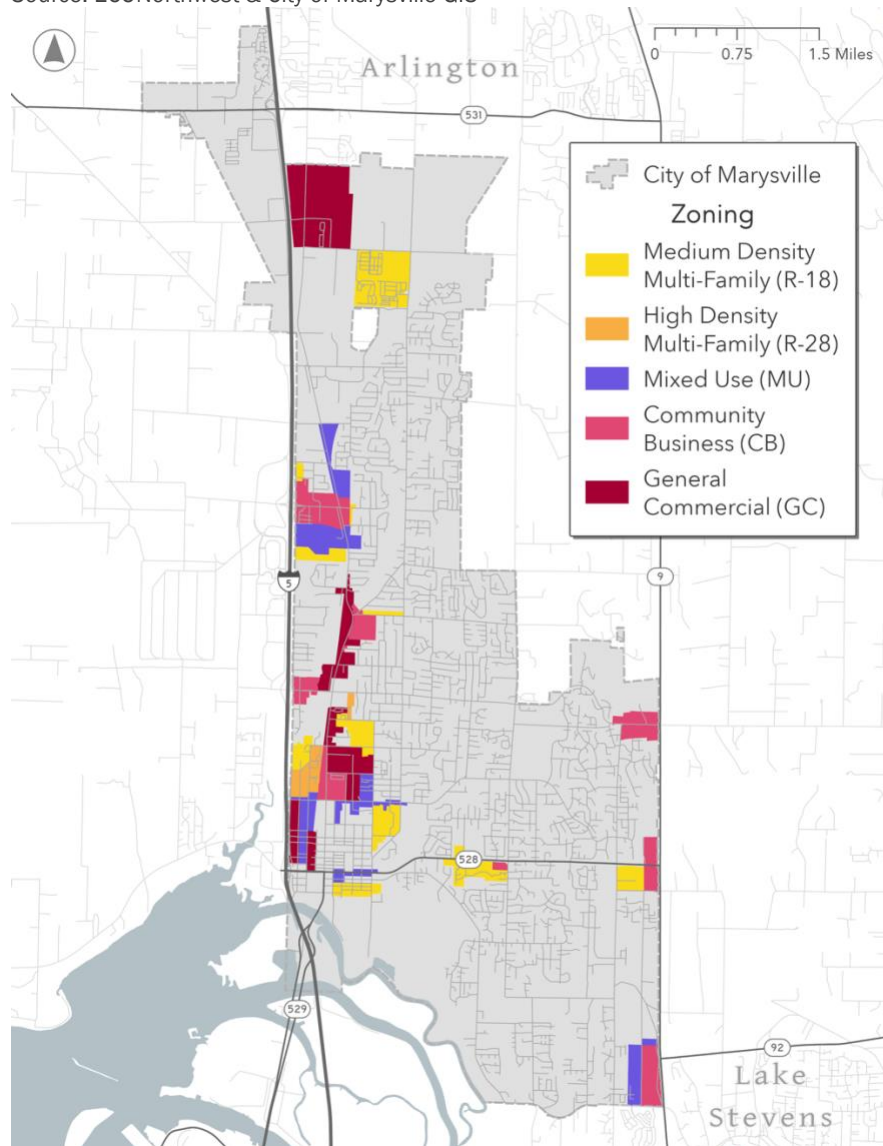
Exhibit 4: Existing Density Standards, CB, GC, R-18 & R-28 Zones

Source: City of Marysville Zoning Code

Zone	Density Standard
CB	12 or 27 with incentives
GC	12 or no maximum with incentives
MU	28 du/a, but contains commercial requirements
R-18	18-27 du/a (more of the lower-density middle housing range)
R-28	28-36 du/a (this would cater more toward townhomes, less optimal for multifamily)

Exhibit 5: Zoning Along Potential Transit Corridor

Source: ECONorthwest & City of Marysville GIS



For the commercial zones, CB, GC, and MU, the City should consider raising the base density allowance for these zones, as the current base density standards without opting into the

incentive program are more in line with lower-density middle housing development such as cottage clusters or townhomes. If the base is set too low, and if some projects are not able to financially opt into the incentives program, underbuilding in areas could occur. The City could also consider establishing a minimum density, along with raising the base allowance, to ensure underbuilding does not occur. For the MU zone, the City could consider allowing stand-alone multifamily in areas that are not located along key corridors where more commercial development is desired. The City should also consider how the existing building heights relate to allowed densities. For examples, the GC zone has no maximum density but has a more limited building height than the CB zone, which has a lower density maximum.

The City could consider evaluating changes to additional zoning standards to reduce barriers for denser multifamily development, including:

- Reduce setbacks.
- Increase maximum lot coverage to more efficiently accommodate density.
- Reduce parking requirements for middle and multifamily housing types to at least one stall per unit, especially near transit.
- Consider areas where there are opportunities to allow stand-alone residential development in commercial zones, especially on parcels that do not directly front on significant corridors.
- Consider increasing the density bonus percentage from 5 to 10 for developments near transit in the RDI program.⁸

Options for implementation could include:

- **Narrow Approach:** Creating an overlay to target specific areas around transit corridors near potential stations. The overlay should target higher densities for 3- to 4-story multifamily buildings. The City could consider allowing 4 stories within the defined corridor and 3 stories moving out from the corridor, which would provide more control over where increased height and density occurs.
- **Citywide Approach:** Adopting zoning code amendments to these existing zones that can be applied zonewide, regardless of where transit is located.

The City will need to plan for increased density near transit under HB 1110, specifically allowances to meet sixplex requirements. Existing density standards might not accommodate new requirements, so either way, the City will need to plan for increasing density near transit opportunities in the next few years.

The City may also want to consider expanding the MFTE program to these same areas to help generate more development interest and even achieve affordable units depending on the City's selected program option.

⁸ Refers to MMC 22C.090.030(4), benefit #5 *Developments located within one-quarter mile of transit routes, and within one mile of fire and police stations, medical, shopping, and other community services* are currently eligible for a 5 percent increase above the base density of the zone.

Key Themes from Community Engagement

- Communities should offer a mix of more modest housing types: fourplexes, sixplexes, condos, senior housing, etc. People should be able to start out and downsize within their community.
- There may be more demand for market-rate multifamily rentals in Marysville. Condos are challenging due to risk of litigation.
- Not all multifamily housing needs to include retail in commercial zones; City should target retail growth to specific locations/intersections, etc.
- There should be high-density housing options near transit options to avoid traffic impacts.

City Role

Evaluate approaches to implementation to identify which method is most appropriate for achieving the City's goals. Either method of implementation will require staff to prepare a package of code amendments and guide them through the adoption process.

Guidance and Examples

[PSRC TOD Guidance for Comprehensive Plan Updates](#) PSRC released new guidance in October 2022 for planners and other staff working on TOD concepts. With cities and counties engaging in their local comprehensive plan updates, PSRC is working to support those efforts and help jurisdictions implement regional goals from VISION 2050 in and around transit station areas.

[Spokane TOD Framework Study](#) In 2022, Spokane completed its TOD Framework Study that identifies recommendations for aligning policies, regulations, and investments in public infrastructure along Spokane's current and future high-frequency transit corridors, and it includes plans for integrated TOD and multimodal access within a portion of the rapid transit line. The framework also includes TOD Fundamentals and Best Practices.

[Mountlake Terrace Municipal Code 19.50](#) Catalogues regulations and standards to implement a vision for the town center as a blend of attractive transit-oriented uses connected to the light rail transit station, civic campus, and surrounding neighborhoods. The City does not establish a maximum density or FAR for Town Center zones but does establish building heights, which are lowered further out from the station area.

[Vancouver Municipal Code 20.550](#) Provides a framework for how to tier density and development standards within certain areas such as Downtown, the Vancouver Mall, Nodes, Station Areas, and Streets.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change	Moderate	TOD Opportunity Areas		\$ \$

Action 1.2. Adopt Code Amendments to Create more Flexibility for Townhome Development

Rationale

Townhomes are an effective way of creating more affordable homeownership opportunities due to their smaller footprint, attached walls, lower land costs, and possible lower maintenance costs, particularly for the exterior.

Both homebuyers and developers often prefer fee simple housing development to condominiums, as condominiums require homeowner associations (HOA) that charge fees, which can add substantially to monthly housing costs. Developers also often prefer fee simple development over condominiums due to construction defect liability laws that pose significant legal and financial risks to developers, deterring condominium development statewide.⁹

Description

The City’s existing R-18 and R-28 zones are two zones where the City is most likely to see townhome development given the density allowances, but there are code and subdivision regulations the City could amend to increase the feasibility and production of townhome development.

Cities and counties typically allow fee simple development of vertically attached housing (e.g., townhomes) through a Unit Lot Subdivision code. A Unit Lot Subdivision is specifically designed to allow the subdivision of multifamily development so that residents own both the residential unit and the land underneath. A homeowner would own the unit, and the rest of the land in the development would be held in common ownership through the HOA in a condominium development.

Unit Lot Subdivisions typically apply the required development standards to the “parent lot” (the overall development site) and allow more flexibility for the “unit lots” (one of the lots created through the subdivision process) related to minimum lot size, setbacks, building coverage, etc.

There are several benefits for homeowners of fee simple ownership for townhomes:

- **Equity Building:** Owners of fee simple townhomes build equity over time as they make mortgage payments and the property's value appreciates. This equity can be tapped into through refinancing or selling the property.

⁹ Enacted under the 1989 Washington Condominium Act (WCA).

- **Stable Housing Costs:** Ownership allows households to maintain predictable housing costs for the long term (as long as the mortgage is fixed rate), as owners are not subject to the unpredictable nature of rent increases year over year.
- **Flexibility:** Fee simple ownership provides flexibility in terms of property use. Owners can choose to live in the townhome, rent it out, or sell it based on their preferences and financial goals.
- **Lower HOA fees:** In most cases, fee simple ownership reduces the amount of shared space in a townhome development because each property owner owns the land under their unit as well. Owners are responsible for the maintenance of their individual unit and land, reducing the role of an HOA, which would keep fees lower.
- **Resale Value:** Fee simple townhomes generally have higher resale values compared to properties with restricted ownership forms, such as leasehold or land lease properties.
- **Financing Opportunities:** Lenders are generally more willing to provide financing for fee simple properties due to the clear and strong ownership rights. This makes it easier for individuals to purchase townhomes through mortgages.

Outside of the benefits to property owners, developers often prefer fee simple townhome development for several reasons, including:

- More straightforward and attractive to potential buyers who want to have control over their entire property.
- Typically sell at a higher price point because the resident would own the piece of land as well as the unit.
- Developers would have a less complicated HOA structure to consider. Fee simple offers more simplified management.

Other code barriers the City could consider addressing for townhome development include:

- Reduced front and rear setbacks, even outside of the Planned Residential Development (PRD) code, to create flexibility for infill townhome development.¹⁰
- Reduce minimum width requirements for townhomes.
- Increase building coverage maximum on an individual lot.

Key Themes from Community Engagement

- Marysville does not have a lot of town houses; developers choose to build single-family, even when multifamily is an option (e.g., Whiskey Ridge).
- Duplexes and Fourplexes should be able to be sold “fee simple.”

¹⁰ Keeping a garage setback of 20 feet for cases where parking is located in the front with a garage can mitigate against parking across sidewalks.

City Role

Review the code to identify all necessary municipal code amendments needed to accommodate fee simple townhomes. Develop a unit lot subdivision code and consider any other needed or desired standards for fee simple townhome development. Prepare a package of code amendments and guide them through the adoption process.



Guidance and Examples

[Lynnwood Municipal Code 19.40](#) Allows fee simple development of townhomes.

[Snohomish Municipal Code 14.215.125](#) Allows for fee simple development of duplexes, town houses, and detached dwellings such as cottage housing and manufactured home parks.

[Bothell Municipal Code 12.14.085](#) Allows fee simple development in their R 5,400a, R 4,000, R 2,800, DC, DT, DN, GDC, or R-AC zones and apply special “offspring lot” standards.

[Snohomish County Code 30.41A.205](#) Allows fee simple development of town house, mixed town house, or cottage housing developments in zones where those uses are allowed, and outlines specific design standards for unit lot subdivisions.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change	Moderate-High	Citywide	 	\$

Action 1.3 Expand and Calibrate Existing MFTE Program to Stimulate Program Participation

Rationale

Marysville’s Multifamily Tax Exemption (MFTE) program has yet to be utilized. MFTE programs can provide an incentive to both facilitate the development of market-rate and affordable units, particularly in places where development costs are high and affordable housing is needed. The City will need to plan to accommodate more affordable housing to meet the needs of low-income earners, as well as moderate- to high-income earners. By expanding and calibrating the Multifamily Tax Exemption (MFTE) program, the City of Marysville can promote the development of more multifamily housing that is affordable to mixed income levels. Incentivizing production of mixed-income projects could also help prevent economic and racial segregation.

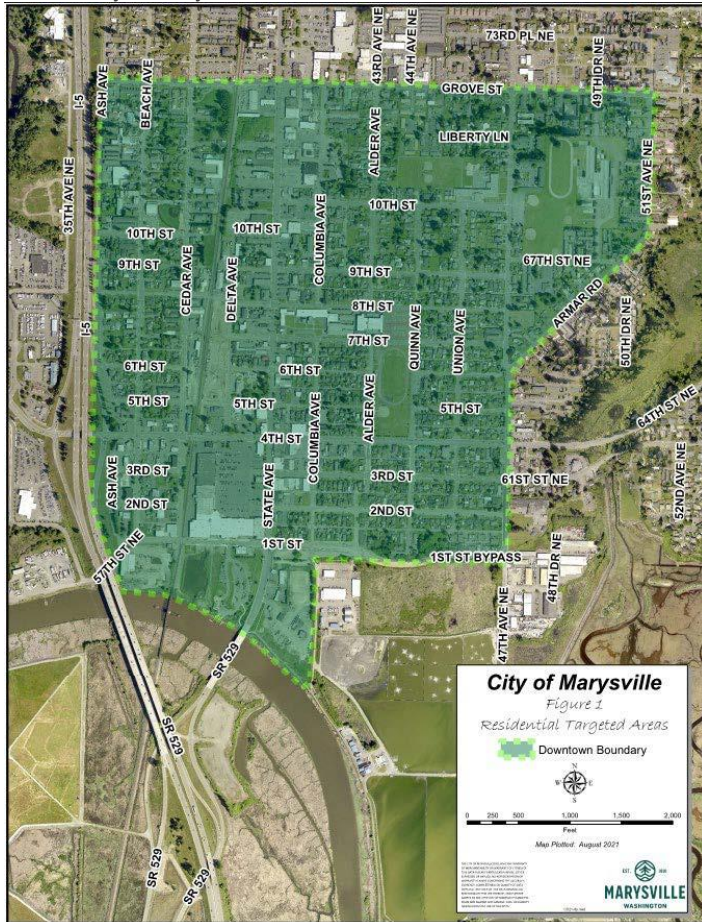
Description

This action calls for expanding the limits of the existing MFTE program and calibrating program options in areas where more multifamily development is desired, such as along proposed transit routes up State Avenue. The current lack of MFTE utilization in Marysville indicates that its current geographic boundaries, zoning allowances, or program details are not

properly calibrated, otherwise there likely would have been program participation given the rising cost of development and housing demand in the region. MFTE programs are important incentive programs that can help reduce development costs for new projects, can stimulate residential development, and in some cases deliver affordable housing units.

Exhibit 6: Residential Target Areas, Marysville MFTE Program

Source: City of Marysville



Adopted in 2009, Marysville’s current incentive-based MFTE program is an 8- or 12-year property tax exemption for new construction, conversion, and rehabilitation projects within the City’s Urban Center in exchange for provision of affordable housing.¹¹ If a developer opts for the 8-year program, no affordable housing is required in exchange for the property tax exemption. However, if opting into the 12-year program option, the applicant must rent or sell at least 20 percent of their multifamily housing units as affordable housing units to low- and

¹¹ City of Marysville Municipal Code 3.103.

moderate-income households.¹² Low to moderate income is defined by the City as households earning between 80 and 115% area median income (AMI).¹³

Eligible projects for the MFTE program must:

- avoid displacement of existing residential tenants of buildings proposed for redevelopment;
- include at least 10 units of multifamily housing within the building;
- dedicate at least 50 percent of the space designated for multifamily housing to permanent residential occupancy;
- complete construction of multifamily housing or rehabilitation improvements within three years of application approval;
- comply with the City's Comprehensive Plan, building, housing, and zoning codes; and
- provide one parking space per new or rehabilitated residential unit in the project.

The City should explore more opportunities for generating housing units through the MFTE program to increase the supply of both market-rate and income-restricted multifamily units to expand rental and homeownership opportunities for a wider range of households in Marysville.

Changes to Consider:

- Strategically expand the MFTE program into new geographies where the City would like to incentivize additional multifamily development.
- Evaluate the feasibility of decreasing the unit threshold for MFTE-qualified projects from 10 to 4 units.
- Conduct a market assessment in the existing and potential future MFTE program areas, along with a financial analysis to understand the effects of programmatic changes on development feasibility.
- Outreach with local and regional developers to reinforce awareness of Marysville's MFTE program and discuss its current calibration and any changes that could be helpful in generating program participation.

¹² If the project is intended exclusively for owner occupancy, then the MFTE requirement may be satisfied via provision of housing affordable solely to moderate-income households.

¹³ AMI refers to "area median income," which is a measure used by governments and housing agencies to determine eligibility for various programs, such as affordable housing initiatives. AMI represents the median income level for a specific geographic area, and income thresholds based on AMI are used to determine who qualifies for assistance or subsidies.

Key Themes from Community Engagement

- There are a lot of distribution/manufacturing employers in the area, and those jobs don't pay enough to cover local housing costs. Huge need for "family-wage" jobs in Marysville.
- It is not economically feasible to get the BIG quality projects going that the City is incentivizing for downtown.

City Role

Engage with local and regional developers to understand why the program hasn't been utilized yet. Conduct a market and financial feasibility analysis to help identify new geographies and calibrate program policies. Develop new program target areas and draft necessary code amendments to the existing program and guide them through the adoption process.

Guidance and Examples


[City of Vancouver MFTE Study](#) Vancouver has an existing multifamily tax exemption (MFTE) program across a few target areas that were not functioning in the way the City intended. The City commissioned a market analysis of existing and potential future target areas and an evaluation of the existing program calibration in those areas to understand development barriers. The City is currently working on developing revisions to the existing program as a result of the study.

[City of Olympia MFTE Study](#) Olympia is working on a study to determine how to best structure the City's MFTE and understand its effect on the likelihood of encouraging private sector development (including market-rate and low-income affordable units) within specific areas.

[Tacoma Municipal Code 6A.10](#) Offers 8- and 12-year exemptions for targeted residential areas and for qualified multifamily housing rehabilitation projects.

[Everett Municipal Code Ch. 3.78](#) The City of Everett offers both 8- and 12-year property tax exemptions on the value of improvements to qualifying multifamily projects in designated urban centers, such as Metro Everett.

[Lynnwood Municipal Code Ch. 3.82](#) The City of Lynnwood offers 8-, 12-, and 20-year property tax exemptions on the value of new housing construction, conversion, and rehabilitation improvements.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change/Financial Support	Low-Moderate	MFTE Target Areas		\$ \$ \$

Action 1.4 Consider Middle Housing Best Practices When Complying with HB 1110 Middle Housing Requirements

Rationale

Outside of requirements outlined in HB 1110, there are many nuances and best practices that are important to consider when implementing middle housing allowances to ensure that middle housing can be a successful policy tool for increasing housing diversity and meeting local housing needs. Finding the right balance of middle housing regulations that support desired outcomes will be critical during implementation.

Description

In order to comply with HB 1110, the City of Marysville must allow six of the nine available middle housing types to achieve the unit density requirements. In complying with this provision of the statute, the City should consider best practices for incorporating middle housing, as designing and regulating middle housing can be complex.

What is middle housing? Middle housing includes several housing types, such as duplexes, triplexes, fourplexes, cottage clusters, and town houses. These housing types are more similar in scale to single-detached homes than to apartment buildings but have multiple units and are less costly, more energy efficient, and require less land per household than single-detached homes. As Marysville considers which middle housing types to embrace, it will be important to clearly define each middle housing type for developers, ensuring to explicitly outline building scale, unit count, configuration/form, or any combination of these parameters.

How should the City design middle housing? The City will also have to consider which development regulations will best support the production of mixed-income, multifamily housing. It is best practice to consider regulations that provide an adequate balance of project viability, inclusivity, compatibility with the surrounding environment, and environmental sustainability.

- **Viability:** focus growth in targeted areas, increase housing production, remove barriers for small developers, meet local/regional housing needs.
- **Inclusivity:** expand housing options, support aging in place and multigenerational households, lower housing costs, remove exclusionary zoning policies.
- **Compatibility:** house-scale buildings similar to existing development patterns and aesthetics, promote designs that support walkable neighborhoods, retain existing structures, manage parking.
- **Sustainability:** support infill and compact development, preserve mature trees, manage rainwater, provide energy-efficient housing.

Finding a proper balance among each of these outcomes will be key, as objectives of one outcome may counteract the objectives of another outcome. Regulations that may support **inclusivity** and **compatibility**, for example, may discourage developers from increasing housing production, compromising **viability**.

Parking requirements are one such regulation that will be important to consider deeply, as parking can take up space otherwise dedicated to housing, result in additional costs to developers, and compromise pedestrian-friendly design. The following 2023 AARP State Model Act best practices for middle housing parking requirements may help reduce these disadvantages:¹⁴

- Avoid requiring more than one parking space per unit for those units less than 1,600 square feet (except for very large middle housing units in auto-oriented locations).
- Avoid requiring more than a half space per unit for units less than 800 feet for guaranteed affordable middle housing and for middle housing that is located within a half mile of a major transit stop.
- Apply similar minimum parking requirements to middle housing that is used for single-detached housing or multidwelling housing units of the same size.
- Avoid requiring dedicated parking in areas with high-quality transportation alternatives (such as frequent transit service) and walkable access to goods and services.
- Create more flexibility by allowing on-street parking abutting the development to count toward the parking requirement.
- If parking is required, reduce construction costs by allowing surface parking instead of implementing a mandate for garages.
- Consider balanced options for parking locations (e.g., prohibiting parking in front of the building). Too few options can make small sites more challenging to develop, though it can support walkable neighborhood design.

What maximum density levels should the City use? AARP guidance suggests that the maximum density for middle housing alone should be at least four times the density allowed for single-detached housing or at least 20 to 25 units per net acre, whichever is greater. However, for affordable or accessible middle housing, the density should be the greater of at least six times the density allowed for single-detached housing or at least 30 to 45 units per net acre.¹⁵

¹⁴ AARP. 2023. "Re-Legalizing Middle Housing: A Model Act and Guide to Statewide Legislation. Created for State and Local Leaders by AARP Government Affairs and ECONorthwest.

¹⁵ Net acres assume gross site area net right-of-way and critical areas.

Where should middle housing be allowed? In addition to developing middle housing regulations, the City of Marysville should also reconsider where middle housing is allowed to be developed. The AARP guide suggests that cities:

- Provide broad allowances for middle housing (two middle housing units on all lots or parcels or four middle housing units on more than 50 percent of lots or parcels) with the exception of narrow exclusions in areas where middle housing could substantially exacerbate infrastructure, environmental, or equity concerns that cannot be adequately mitigated.
- Prioritize more middle housing types and intense development patterns in areas with high opportunities and amenities for implementing middle housing.
- Include context-sensitive development and design standards that help middle housing integrate into many types of neighborhoods. Consider how form and scale can vary between areas based on existing patterns of development or areas with elevated displacement risk.

The Washington State Department of Commerce has also developed a fact sheet for Washington cities to consider while they begin to plan for HB 1110 compliance, with specific requirements by city population size (see Exhibit 7).¹⁶ Depending on Marysville’s population size at the implementation of HB 1110, the City will have to allow development of a specific number of middle housing units in lots predominantly zoned for residential use, as defined below.

Exhibit 7. Washington State Department of Commerce, Population Fact Sheet

Population	Min Middle Housing Unit Requirement	Near Major Transit ^(a)	With Affordable Housing
25,000 – 75,000	2 units per lot	4 units per lot	4 units per lot (1 unit is affordable)
75,000 +	4 units per lot	6 units per lot	6 units per lot (2 units are affordable)

Source: Washington State Department of Commerce, 2023

Notes: (a) Within a quarter mile of a major transit stop.

The City must allow six of the nine available middle housing types to achieve the unit density requirements of HB 1110: duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing. If zoning permits higher densities, then this requirement does not apply. Community engagement efforts indicated support for small housing types in general, including cottages and plex development. The City should consider desired housing types when implementing HB 1110 requirements.

The Department of Commerce suggests design and development standards that are less restrictive than existing standards required for detached single-family residences. The City could also adopt design and development standards through the administrative design review

¹⁶ Washington State Department of Commerce. 2023. Middle Housing in Washington: Fact Sheet for Implementing E2SHB 1110. <https://deptofcommerce.app.box.com/s/yjo6h53f2jhj1xopbc6lxzo28dsh2h9k>

process outlined in HB 1110, where “an application is reviewed, approved, or denied by the planning director or planning director’s designee based solely on objective design and development standards without a public pre-decision hearing.”¹⁷ This would allow the City to adopt middle housing-specific standards that are necessary to achieve compatibility in residential zones where detached single-family houses are the predominant use.

The Washington State Department of Commerce will publish final model ordinances and a user guide for cities across the state by January 2024. In the meantime, the City of Marysville can reference other existing resources such as the [Draft Objective Design and Development Standards](#) developed by Opticos Design in partnership with the Department of Commerce and [AARP’s Re-Legalizing Middle Housing: A Model Act and Guide to Statewide Legislation](#).

Key Themes from Community Engagement

- Condos, missing middle, entry-level/starter homes, low-maintenance residential styles, and downtown housing are all needed, particularly to attract younger workers/families.
- Housing choice should be expanded by prioritizing the diversification of housing options.
- Community members are interested in seeing town houses, courtyard apartments, and cottage housing.

City Role

Staff should review upcoming guidance from Commerce and other helpful guides mentioned in this action to help identify priorities for other development and design standards outside of the state-required regulations. They should also draft necessary code amendments and guide them through the adoption process.

Guidance and Examples


[Kirkland, WA Municipal Code 113](#) In 2020, the City of Kirkland approved a series of development code changes aimed at expanding middle housing allowances, including the expansion of allowances for duplexes, triplexes, cottages, and accessory dwelling units (ADUs) in all low-density residential zones, along with diminished regulatory restrictions (e.g., easier permitting process, less required parking).

[Madras, OR Municipal Code 18.50](#) Madras completed a residential zoning code update in June 2022, which included expanded allowances for middle housing across the city’s residential zones. The update removed exclusive detached single-family zoning by allowing middle housing types within all residential zones and two commercial zones, subject to limitations and qualifications.

[Tulsa, OK Municipal Code 20.080](#) Tulsa adopted the Neighborhood Infill Overlay (NIO) in 2021. Applies in specific overlay districts surrounding Tulsa’s downtown core, including all underlying residential base zoning districts. All middle housing types are allowed in all overlay areas when other standards are met

¹⁷ Ibid.

with the exception of multiunit buildings, which are limited to 6 units per lot in single-family base zoning districts.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change/Research	All	All Residential Areas		\$ \$

Action 1.5 Identify Ways to Balance Housing Development Between School Districts in Marysville

Rationale

School districts are an important factor for families when choosing a place to live. Families and new development are essential for supporting school districts because they bring increased enrollment and associated tax revenue, ensuring a stable funding source for schools. The City of Marysville should consider ways to create new development opportunities between the Marysville and Lake Steven school districts to help a diverse range of households have access to opportunity.

Description

Members of the community and stakeholders engaged as part of the Housing Action Plan process expressed deep concern about declining enrollment and a lack of funding for the Marysville School District. Many of them understand the fundamental link between housing and school districts.

The Marysville School District faces a complex set of challenges that are impacting its ability to continue investing in its success. One of the primary issues is its location within an area of the city with a population of older residents, many of whom no longer have children living at home or children who are actively engaged in the local school system. Affordability challenges in the Puget Sound region may have constrained options for these older residents to downsize or relocate, resulting in them staying in their homes longer than in previous years. This lack of housing churn can create a situation where new families struggle to find housing options while older residents remain in place. Consequently, school districts in this area are negatively affected, as older residents who may also be on fixed incomes are less inclined or financially able to invest in their local school district.

This scenario has created a challenging cycle, resulting in declining enrollment that impacts the City’s ability to collect impact fees that can help support the school system. Additionally, with

residents being less willing to pass levies to support the district, there is a lack of funding options available. Consequently, the Marysville school district faces budget shortfalls and staff layoffs, which can result in a decline in the quality of education provided. In contrast, the area served by the Lake Stevens School District has become an attractive location for new development. Single-family homes in this area can sell for between \$600,000 and \$700,000, drawing in higher-income earners who are more inclined to invest in local schools. This has deepened a divide in educational resources and opportunities between the two areas.

While maintaining a close partnership and developing strategies collectively to address persistent issues within the City's school districts should be of the utmost priority, the City could consider zoning-related actions aimed at creating a more balanced approach to housing development and redevelopment within the areas served by the two school districts. Broadly, tackling the City's housing affordability challenges can help attract more young families and first-time homebuyers into the community who are more likely to engage and invest in the local school system. Many of the actions in this plan can help address affordability in broad and more targeted way.

More specifically, the City can take a two-pronged approach to address the disparities between the two districts. First, they can explore the promotion of multifamily housing in high-opportunity areas like the Lake Stevens district. This would diversify the range of incomes in these neighborhoods, providing better access to the school district for a variety of residents, including renters. Secondly, the city should find ways to encourage or incentivize development or redevelopment within the Marysville school district. This could include tax incentives for developers who invest in the area, middle housing allowances that can create more homeownership opportunity, or public investments in infrastructure that can help reduce the cost of new development projects.

By creating opportunities for young families to reside within the Marysville School District, the city can enhance local support for the school system, increase enrollment, and potentially help move the needle toward a more equitable and balanced educational landscape in the city.

More targeted community engagement in these areas will be needed, particularly within the Maryville School District, to help understand displacement risks if the area were to redevelop. The ongoing Comprehensive Plan Update serves as an opportunity to further explore this issue.

Key Themes from Community Engagement

- New housing is expensive and starter homes in older neighborhoods often come with less-desirable schools.
- Marysville is becoming more expensive, and it's challenging for low-income families to obtain safe housing with access to quality schools.
- Young families are presumably leaving the area due to affordability issues.

- People don't want to live near, or send their kids to, a school that is deteriorating. Need to invest in schools to bring people to an area.
- Schools can better plan for the number of students in single-family housing than they can for the number of students in apartment buildings and multifamily housing.

City Role


Identify areas within the Marysville School District that can offer new or redevelopment opportunities, and work with the development community to understand ways the City can encourage their investment in the area.

Identify areas within the Lake Stevens School District appropriate for more multifamily development and coordinate with the district to better understand any affordability challenges households with children in the school district face.

Staff will need to prepare a package of code amendments and guide them through the adoption process.

Did you know?

Brookings Institute researchers have found that there is a strong relationship between proximity to high-scoring schools and socioeconomic status.¹⁸ The Brookings report highlights two regions with more inclusionary zoning—New Jersey and Montgomery County in Maryland—that raised test scores and increased time spent reading outside of school for disadvantaged students via increased proximity to high-scoring schools and affluent neighborhoods. Moreover, Brookings Institute states that large metro areas that similarly choose to adopt inclusionary zoning can lower their school achievement gap between disadvantaged and affluent students by 4 to 7 percentiles. This is because inclusionary zoning allows students to live in public or affordable housing near high-scoring schools, thereby increasing their access to educational resources they would not have had otherwise. This demonstrates the value of both investing in high-quality education and developing affordable housing that is located in proximity to quality education. Moreover, it shows that there is an interdependent feedback loop between housing and education that can contribute to improved socioeconomic equity.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change	Moderate	Marysville and Lake Stevens School Districts		\$ \$

¹⁸ Rothwell, Jonathan. 2012. "Housing Costs, Zoning, and Access to High-Scoring Schools". Brookings Institute – Metropolitan Policy Program. (Retrieved from https://www.brookings.edu/wp-content/uploads/2016/06/0419_school_inequality_rothwell.pdf)

Action 1.6 Expand Allowances and Incentivize the Development of ADUs

Rationale

ADUs offer an opportunity to increase the housing supply, especially for renters, on a small scale while protecting existing community character without putting pressure on existing infrastructure systems. It can also create more financial flexibility for homeowners to supplement their income, or it can offer seniors an opportunity to downsize without selling their property or leaving their community. The City should consider expanding ADU allowances by adopting additional code amendments or incentives that can make ADU development more accessible and flexible for both homeowners and developers.

Description

The State of Washington sets regulations for ADUs that apply locally to certain cities and counties planning under the GMA. New regulations, effective July 2023, are applied through [House Bill \(HB\) 1337](#). HB 1337 requires cities and counties to allow ADUs in urban growth areas and prohibits cities from applying certain regulations to ADUs. New regulations must take effect six months after the jurisdiction's next periodic Comprehensive Plan update.

Marysville recently made notable updates to its ADU policies, which included a reduction in parking requirements and an allowance for both smaller and larger unit sizes. However, there are still existing barriers to ADUs that will limit their development potential, including both regulatory and development cost factors. Further examination and potential adjustments to these policies may be necessary to facilitate more accessible ADU development for both homeowners and developers. Existing challenges include:

- **Owner-Occupancy Requirements.** The existing owner-occupancy requirements require that the property owner must reside on the property, which can restrict various rental and ownership scenarios. For instance, property owners cannot simultaneously rent out their primary residence and an ADU on the same property, and they are also prevented from selling the ADU as a condo. To overcome this barrier, the City could consider removing owner-occupancy requirements, creating more flexibility for property owners to utilize ADUs to meet financial goals and provide more housing.
 - Addressed under HB 1337: *A city or county may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an accessory dwelling unit.*
- **Limitation to One ADU.** Marysville's policy only allows one ADU on a parcel, either attached or detached, but not both. This limitation can discourage the development of smaller single-family homes that incorporate both types of ADUs, an increasingly attractive option for developers, particularly in single-family areas. Allowing two ADUs on a single property not only increases the rental market's available units but also creates more affordable homeownership opportunities. Furthermore, it can also encourage the preservation of existing units.

- **Architectural Style Requirements.** Requiring ADUs to match the architectural style of the primary unit may create a barrier for homeowners who may need to find more cost-effective materials and design. The need to match the primary residence may also necessitate hiring a designer or an architect, which can be very expensive. This policy may also be contrary if the city adopts preapproved plans. Removing or creating more flexibility in design requirements could help boost ADU production by making it more accessible.
- **Parking Requirements.** The current policy mandates at least four on-site parking spaces for properties with an ADU, including three for the primary unit and one for the ADU (unless the property is within a quarter mile of transit). This can be challenging to accommodate, particularly in cases where the existing unit is being preserved. The City should consider options such as allowing space requirements to be met through on-street parking and only requiring on-site parking when on-street parking is unavailable. It's important to consider how the market will drive demand for parking, particularly on-site parking. There will likely be scenarios where a property owner or developer can accommodate on-site parking and will choose to do so since a parking stall often comes with a rent or sales price premium. Creating flexibility within the regulations that allows property owners and developers to respond to on-site conditions is key.
 - Partially addressed under HB 1337: *Cities and counties cannot require more than one off-street parking space per unit as a condition of permitting development of accessory dwelling units on lots smaller than 6,000 square feet before any zero lot line subdivisions or lot splits.*
- **Roof:** Marysville currently limits roof heights in most residential zones to 30 feet. Accessory dwelling units are generally limited to 20 feet tall; however, if an accessory structure such as a garage contains an accessory dwelling unit, the structure may be up to 30 feet tall. These provisions could limit the ability to build a two-story ADU in certain instances.
 - Addressed under HB 1337: *The city or county may not establish roof height limits on an accessory dwelling unit of less than 24 feet, unless the height limitation that applies to the principal unit is less than 24 feet, in which case a city or county may not impose a roof height limitation on accessory dwelling units that is less than the height limitation that applies to the principal unit.*

The City may also want to consider ways to incentivize the development of ADUs outside of increasing regulatory flexibility.

- **Preapproved Plans.** Marysville can provide a preapproved set of plans for designs that, if used by a developer or homeowner, would lead to automatic approvals and a reduced permitting schedule. Preapproved plans can reduce the need for architectural assistance, which will reduce the costs and time spent on the design stage, eliminate barriers to the development of these housing types, and encourage more participation from homeowners or smaller-scale developers. The plans should be highly efficient and designed for constrained lots and should offer low-cost solutions. The City could choose

to purchase plans, adopt preapproved plans developed by other cities, or work with other cities to develop preapproved plans that could be implemented regionally. Information sharing is a critical component for making this type of program a success. The more readily available information and resources are for a preapproved plans program, the more it will spark interest from residents and developers. If the program is not well advertised, it will be underutilized.

- **Reduced or Waived Development Fees.** Marysville can create programs that reduce or waive certain fees to incentivize or lower barriers to ADU development. Development fees could include school mitigation fees or utility connection fees (water, wastewater, stormwater), and building permit fees.

Addressing these barriers could encourage more diverse and affordable ADU development while increasing the housing options available to the City's residents.

Key Themes from Community Engagement

- Regulatory needs in Marysville include a Planned Residential Development code, an improved cottage housing ordinance (the current version hasn't produced much), and revised ADU rules that remove the residency requirement and increase (or in some cases even remove) the size limit for DADUs.

City Role

Zoning updates: Further assess state-level requirements and incorporate zoning and development regulations related to ADUs into the ongoing Comprehensive Plan update.

Reduced or waived fees: The City may want to conduct an analysis to understand the impact of reduced or foregone revenue from development fees on ADUs, but the impacts are likely minimal. However, the analysis will help the City understand the amount of annual funding necessary to support this type of program.

Preapproved plans: The City can work directly with an architect to design preapproved plans best suited for Marysville.

Guidance and Examples


[ADU Model State Act and Local Ordinance](#) AARP is an advocate for the expansion of ADU development as an affordable, accessible housing option for people of all ages, not just seniors. AARP partnered with the American Planning Association to develop model legislation as a resource to assist other housing advocates, interested residents, planners, and government officials in evaluating potential changes in state laws and local zoning codes. Other AARP resources include the [ABCs of ADUs](#) and [Practical Solutions for ADUs](#).

[Seattle launched its program ADUniverse](#) in 2020, which provides designs that have been granted preapproved permits. The City also launched a website where users can search through galleries of available plans and access step-by-step guidance to adding an ADU on their property.

[Olympia in partnership with the Cities of Lacey and Tumwater](#) has made four preapproved ADU plans available, ranging from one to two bedrooms in a single- or two-story structure, with some units suitable for up to four residents.

[Kirkland Municipal Code Sec. 27.04.050](#) specifies several different types of projects (including ADUs and low-income housing) that are exempt from impact fees, including eligibility that must be met before an exemption is granted.

[Everett Municipal Code Sec. 19.52.060](#) ADUs are also fully from the City's impact fees. The code also allows the city council to grant impact fee exemptions on a case-by-case basis to low-income housing developments, as long as certain eligibility criteria is met.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change	All	Citywide		\$ \$ \$

Did you know?

In October 2023, the Federal Housing Administration announced a new policy that allows lenders to count income from ADUs¹⁹ when underwriting a mortgage.²⁰ The policy also allows the ADU borrower to include 75 percent of rental income from the ADU in their qualifying income.

Moreover, the policy expands who can qualify for FHA financing in two ways:

- 1) Applicants can use 50 percent of estimated rental income from a new ADU they plan to attach to an existing structure to qualify for a mortgage under the 203(k) Rehabilitation Mortgage Insurance Program.
- 2) The policy adds ADUs to the types of improvements that can be financed under FHA's mortgages for new construction, allowing new homes to be built with ADUs from the ground up.

Action 1.7 Create More Flexibility in the Planned Residential Development (PRD) Code

Rationale

Creating more flexibility in Marysville's PRD code can help diversify housing options, foster economic opportunity for more households, and promote broader sustainable development.

¹⁹ Defined in the policy as small units of housing built inside, attached to, or on the same property as a primary residence.

²⁰ HUD Public Affairs. 2023. Federal Housing Administration Expands Access to Mortgage Financing for Homes That Have or Will Include Accessory Dwelling Units." U.S. Department of Housing and Urban Development. (Retrieved from https://www.hud.gov/press/press_releases_media_advisories/HUD_No_23_237).

Description

Stakeholder engagement with developers during the Housing Action Plan process revealed issues with the City's Planning Residential Development code, calling for a desire to see increased flexibility in the code. To address the existing barriers in Marysville's PRD standards and to promote more flexible and affordable housing options, the City can consider the following actions:

- **Increase Flexibility for Attached Housing.** Current PRD standards do not allow more than 30% of the units to be multifamily. The City should consider removing or revising this standard because it will provide developers with more flexibility to develop more attached housing, which can help meet the growing demand for more affordable homeownership opportunities. PRD code should deemphasize single-family development and encourage a broader range of housing types to create more diverse communities and reduce suburban sprawl.
 - This will be addressed through HB 1110. See Action 1.4 for more information on future state-level requirements.
- **Reduce Width Requirements for Townhome Lots.** The City should consider reducing the minimum width requirements for townhome lots with zero lot lines, as many townhome styles can range between 15 and 25 feet. Setting the minimum at 25 feet will require the unit to be larger and therefore less affordable. Depending on the lot and style of development, it could also create an inefficient use of land that comes at an extremely high cost. Building in more flexibility will allow developers to respond to unique on-site conditions and help better meet the demand for more attached housing.
- **Clarify and Standardize Decision Criteria.** Marysville's current PRD code has many subjective design standards that can create ambiguity and lead to conflict and project delays if there are varying interpretations. As a best practice, the City should seek to revise the standards to provide clear and objective criteria for project approvals across the board, but specifically for PRD development. This will streamline the approval process and provide developers with a more predictable and efficient path for project approval.
 - This will be addressed through HB 1110. See Action 1.4 for more information on future state-level requirements.
- **Open Space Standards.** Open space can be an important component of a well-designed neighborhood or development. However, given the cost of land in the Puget Sound region, allocating a substantial portion of land to open space can render a project infeasible. It can also lead to negative design outcomes or unutilized space when projects attempt to do the bare minimum. The City should consider reducing the open space requirements or creating more flexibility for how open space requirements can be met. One way to do this is to consider how the City can leverage existing park and open space infrastructure to meet outdoor space demand from new development. Overall, a lower open space percentage can free up land for much needed housing development.

- **Density Bonus.** PRD density allowances currently match those of the underlying zones unless RDI are pursued. However, to encourage more use of the PRD code and increasing housing production, the City could consider including a density bonus simply for using the PRD code. Currently, density bonuses are only available in exchange for public benefits through the residential density incentives (RDIs). However, RDIs already require several of the options PRDs are required to provide.
- **Access Requirements.** The City should consider the use of private roads and drive aisles for multifamily or town house subdivisions using PRD provisions. This could help reduce the amount of impervious surface, creating flexibility in design and streamlining development in areas where public road expansion may be impractical or cost prohibitive while also allowing for greater housing density.

The PRD code should be designed to be flexible in nature to incentivize use, encourage creative design solutions, and provide a mix of housing types. Overall, Marysville’s PRD code should deemphasize single-family development and should be used as a tool to better accommodate a range of more affordable housing types that can meet the community’s needs.

Key Themes from Community Engagement

- Marysville could benefit from allowing unit lot subdivisions for town houses and Planned Residential Developments (PRD). However, PRD requirements for open space, underground utilities, and other features add to development costs.
- Allow more options for increased density, such as cottage housing, smaller residential lots, and reduced town house widths. Increasing allowable building heights could also help, as would allowing more residential units on a private drive (e.g., four instead of two).
- A lot of people want or would be happy with small homes, small and fee simple lots, cottage housing, fourplexes and sixplexes, townhomes, and ADUs. Not everyone wants or needs a yard.
- Design standards in Marysville should be simplified; they are cumbersome, complicate the development process, and increase construction costs to an unnecessary degree.
- Need to balance dense construction with preservation of open space to preserve quality of life in Marysville.


City Role

Staff should conduct additional stakeholder focus groups with the development community to understand the challenging nuances in the code. Staff will also need to prepare a package of code amendments and guide them through the adoption process.

Guidance and Examples

[Stanwood's Traditional Neighborhood Zone SMC 17.47](#) is designed to encourage a mix of residential and commercial uses where appropriate. The zone creates flexibility for street design and cottage development and has more limited open space requirements. However, the zoning does require that a minimum of 65% of the units are single family.

Langley's Planned Unit Development Code LMC 18.26 has three different levels of "intensity areas" designed to accommodate a range of development types within a single PUD. Each PUD must contain at least two different intensity areas. The intensity areas vary by housing type, and the minimum lot widths can be as low as 16 feet in the highest-intensity area. Open space requirements also vary by site area.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change	All	Residential Zones		\$ \$



Strategy 2 - Create More Housing Stability for Households at Risk of Displacement

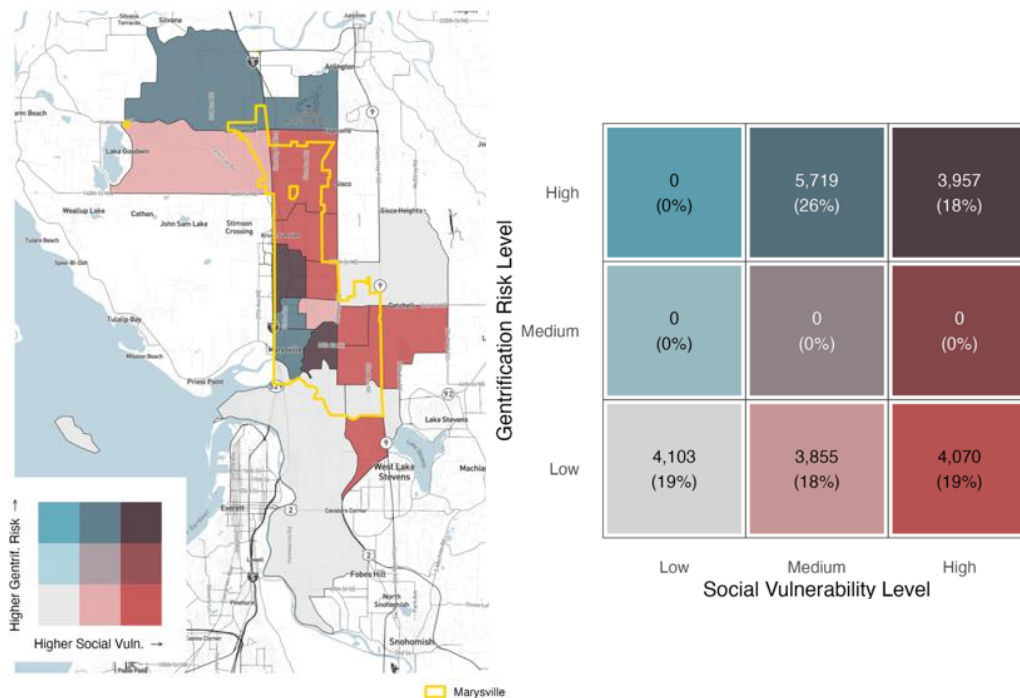
As part of the Housing Needs Assessment, ECONorthwest conducted a Gentrification and Displacement Risk Analysis to identify areas that may be at higher risk of displacement and to establish anti-displacement policies as part of the Housing Element during the upcoming Comprehensive Plan Periodic Update (see Exhibit 8). The analysis identified that:

- 44% of households in Marysville reside in Census tracts with high gentrification/displacement risk
- 18% of households are considered to be highly socially vulnerable and at high risk of displacement/gentrification

The full memo can be found in Appendix B.

Exhibit 8: Composite Gentrification & Socioeconomic Vulnerability Risk, by Tract

Source: ACS 2010, 2015, 2021 (5-year), RLIS, ECONorthwest



The HNA also uncovered that the City has a lower median income than the County but has experienced a sharp rise over the last decade. The large increase could point toward a major influx of higher-income households, particularly when looking at the increase of households earning over \$150,000 (233%). The City also has a substantial amount of households that are cost burdened, particularly for renters and people of color.

Mitigating against displacement in a community is critical for many reasons.

- Preservation of established communities and shared identities that helps maintain diversity and vibrancy in a city.
- Maintaining socioeconomic diversity within neighborhoods and preventing the forced displacement of low-income individuals and families, as displacement often occurs due to rising property values, making housing unaffordable for existing residents.
- A diverse range of residents in terms of income levels contributes to a dynamic local economy. If a city becomes homogenous due to displacement, it can lead to an imbalance in the types of businesses and services that cater only to a specific demographic, limiting economic opportunities for everyone.
- Ensuring that housing options for lower-income households that work within the local economy are maintained can help mitigate against increased commute times, traffic congestion, and the environmental impact of transportation from households that are pushed to the outskirts of a region due to the lack of housing options.
- Displacement can increase the risk of homelessness, as individuals and families lose their housing without suitable alternatives. Preventing displacement can allow a city to take a proactive approach to homelessness.

The City has and will likely continue to make zoning changes in areas that carry some level of displacement risk as they plan to accommodate more growth over the next few decades. As the City makes investments and regulatory changes in certain areas that could attract new development and increase property values, it will be critical to adopt policies and programs to help protect those most vulnerable to displacement. This strategy includes actions to better understand existing and emerging risks more narrowly in order to develop a targeted approach to mitigating displacement risk.

Action 2.1 Conduct Targeted Outreach to Better Understand Displacement Risk

Rationale

The City has and will likely continue to conduct rezones and amend zoning standards to help facilitate the development of Downtown Marysville. However, some downtown areas are at risk of displacement. Specifically, city changes to zoning ordinances and infrastructure investments may spur intense housing development that can increase displacement pressures. Moreover, tenants living in unregulated affordable properties may be at risk of facing rental increases if their building is purchased. Therefore, the City should identify areas that are most vulnerable to these changes and the resulting physical and economic displacement in order to employ a geographically targeted anti-displacement strategy.

Description

Within Marysville, the tracts that are susceptible to gentrification are mainly clustered around the central and northern areas of Marysville. For example, tracts located in Downtown and Central Marysville—where there is a high share of economically vulnerable households—are most at risk of displacement. In addition, the largest shares of disproportionately cost-burdened residents—such as people without a bachelor’s degree, BIPOC residents, and people living with one or more disabilities—are located in the northern and eastern boundaries of Marysville.²¹

To better understand and proactively address displacement risk as development occurs, housing market conditions change, and development increases, the City should continue to monitor the central and northern areas of Marysville as well as the eastern boundary. Before additional land use changes are proposed or enacted within susceptible areas, the City should complete a risk assessment. The risk assessment should include criteria that identify properties as “at risk” depending on several factors, such as:

- unregulated rental properties in areas where private investors are potentially considering buying properties and increasing rents or leases
- properties that have low rents, deferred maintenance, under 20 units, noninstitutional owners (e.g., mom-and-pop owners), or locations in amenity-rich areas, near recent redevelopments, or on high-cost land

In addition to conducting a risk assessment of at-risk areas, the City should also proactively engage with the affected communities. The City may consider facilitating ongoing community engagement with residents living in susceptible tracts, in areas where city-led changes to zoning allowances or infrastructure investments have occurred, and where unregulated affordable properties are at risk of increasing rents after being purchased.

Once the City has identified areas of concern through risk assessment and community engagement, the City should develop an anti-displacement strategy targeting the specific area. This anti-displacement strategy could include affordability requirements and entitlement changes, or it could necessitate the preservation of existing zoning in the areas at high risk of displacement. There are several other strategies that the City can consider:

- **Land Disposition:** The City can transfer or lease out underutilized public lands to affordable housing developers for little to no cost.
- **Land Banking:** The City can hold land for future development while searching for a longer-term affordable housing developer to take the land in the future.
- **Community Land Trusts:** The City can encourage a nonprofit organization to hold land for community use, separating the cost of the land from the cost of housing to keep housing costs low for residents in perpetuity (for either renters or homeowners). This

²¹ ECONorthwest. 2023. “Trends in Gentrification and Displacement Risk in Marysville.” Submitted in preparation for the 2024 Comprehensive Plan Update.

strategy would work well in conjunction with land banking, as the success of these programs is relative to the amount of land available.

- **Affordable Housing Preservation:** The City can protect lower-cost housing from redevelopment, rising rents, deterioration, or loss of subsidy. The City can accomplish this by establishing community land trusts, providing acquisition funds to nonprofit developers, or transferring development rights for affordable housing programs in different areas.
- **Equitable Development:** The City can develop policies and practices that maximize benefits for communities who have historically faced barriers to stable housing. These policies should aim to decrease disparities in access to resources, services, and opportunities while ensuring that economic development benefits everyone (e.g., workforce development programs or small business support).
- **Tenant Protections:** The City can reduce or mitigate displacement risk for renters through a variety of programs, such as Fair Chance Housing Ordinances that prevent discrimination, an extension on rental increase notification windows, a cap on move-in and late fees, and tenant relocation assistance in the event of displacement.

Key Themes from Community Engagement

- City needs to engage in direct/proactive community outreach and education on housing topics. Engagement via social media and the City's website are also important.
- Approximately 70% of Marysville households are homeowners, and incomes are rising, but this is probably due in part to displacement and out-migration.
- Displacement has become a bigger issue in recent years; Arlington and Stanwood are potential alternatives, but moving farther north often means a longer commute.
- Stabilizing households by providing resources for existing residents to remain in their homes is a high priority for community members.
- Need to addressing blight and help low-income homeowners with upkeep.

City Role

During upcoming planning processes, particularly the Comprehensive Plan update where community engagement will be a focal point of the work, staff should develop an engagement plan targeted toward reaching underrepresented communities in areas that are at risk for displacement or that may be more socially vulnerable. Once there's a more robust understanding of the support these areas might need, the City should consider which anti-displacement strategy is most appropriate to prioritize. Staff will also need to work closely with City Council, as many of the effective anti-displacement strategies will likely require direct financial support.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Research/Outreach	Low-Moderate	Areas at Risk of Displacement	N/A	\$ \$

Action 2.2 Support the Preservation of Manufactured Home Parks

Rationale

Manufactured home parks (MHPs) play a significant role in providing naturally occurring affordable housing. However, they are at risk of disappearing when property owners are tempted to sell the MHP. In order to preserve MHPs, the City should consider establishing zoning, procedures, and guidelines to assist the acquisition, purchase, and preservation of existing MHPs.

Description

The City of Marysville has thirteen manufactured home parks as of 2023. These MHPs provide Marysville residents with affordable housing opportunities that are hard to find elsewhere in the housing market. However, MHPs in Washington are at risk of closure. In 2022, eight MHPs closed in Washington, and as of August 2023, another four MHPs closed.^{22,23} To prevent MHP closures in the City of Marysville, the City should consider available preservation options in Washington.

- The Municipal Research and Services Center (MRSC) of Washington has identified several actions that municipalities can take in Washington to prevent the closure or sale of a manufactured home park.²⁴ These recommendations are outlined below:
- **MHP-Only Zoning:** The City can establish zones that designate an area specifically for MHPs, which would directly prevent redevelopment of existing MHPs and resulting displacement of residents. A few Washington cities have implemented MHP-only zoning, such as Bothell, Deer Park, Kenmore, and Renton.²⁵
 - Marysville already has an MHP zone outlined in MMC 22C.230.030, which functions as an overlay that may be enacted for any area within the city that is zoned as multifamily residential (R-12 through R-28) or planned residential development

²² Cornfield, Jerry. 2023. "The new law giving mobile home residents a chance to buy their parks in Washington." The Columbian.

²³ Washington State Department of Commerce. 2023. Manufactured/Mobile Home Community Closures as of 8/11/2023. (Retrieved from <https://app.box.com/s/d07sr6q93xj8ejrg5y0gmksw8oahxk0h>)

²⁴ MRSC. 2023. "Manufactured Housing Regulation and Preservation." (Retrieved from <https://mrsc.org/explore-topics/planning/housing/manufactured-housing#preservation>)

²⁵ Both Municipal Code Sec. 12.04.100; Deer Park Municipal Code Ch. 18.52; Kenmore Municipal Code Ch. 18.52; Renton Municipal Code Sec. 4-2-020 and 060.

(PRD 4.5 through PRD 8). The City can consider expanding the overlay if additional preservation needs for MHP arise.

- **MHP Purchase:** The City can assist housing authorities, nonprofit preservation organizations, and resident-owned communities with guidance on acquiring and purchasing an MHP. The Washington State Finance Commission, for example, partnered with ROC Northwest to offer financial tools and guidance for MHP communities looking to become self-owned cooperatives.²⁶ In 1998, the Snohomish County Housing Authority purchased Thomas Place in an effort to offer homebuyers affordable MHPs.²⁷
- **Tenant Opportunity to Purchase:** The City can also implement a Tenant Opportunity to Purchase ordinance, which would require property owners to inform residents of the intent to sell the MHP and provide a specified range of dates in which residents can organize and offer to purchase the property. While there are no cities in Washington that have accomplished this, the City of Portland has implemented such an ordinance, entitled “Rights of Refusal,” in which property owners must give the City and affected tenants 210 days to opt out or purchase the property.²⁸ If residents are able to organize and purchase the property, they can establish a resident-owned community (ROC).
- **Resident-Owned Communities:** An ROC is an operational structure that functions as a co-op, where a board handles day-to-day issues (rather than an owner or property manager) and households in the community pay rent for their lots each month to cover taxes, insurance, trash collection, the ROC’s mortgage payments, and a co-op membership payment. The Duvall Riverside Village in King County, Washington, is one example of an ROC created in 2012 that is owned by the co-op members who control their rent and set the community rules.²⁹

Key Themes from Community Engagement

- Need to think creatively about how to design/accommodate mobile home and RV parks; they can also be an affordable housing option for retirees.

City Role

Work with owners of manufactured home parks to preserve MHPs, establish a partnership with the Housing Authority of Snohomish County, prepare rezoning package if needed, and identify funding resources to support resident purchase of the community.

²⁶ ROC Northwest. <https://rocnorthwest.com/about-us/>

²⁷ Snohomish County Housing Authority. 2020. Thomas Place Manufactured Housing Community Buyer Information Brochure. https://hasco.org/forms/manufactured-housing/Thomas_Place_Buyer_Information.pdf

²⁸ Portland City Code, Chapter 30.01. https://www.portland.gov/code/30/01#cid_451767

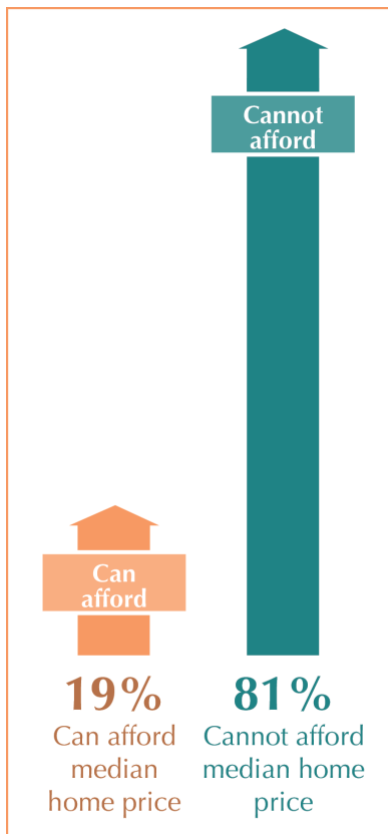
²⁹ Duval Riverside Village. <http://www.duvallriversidevillage.coop/>

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change/Financial Support/Partnerships	Low-Moderate	Existing Manufactured Home Parks	N/A	Dependent on Intervention Method

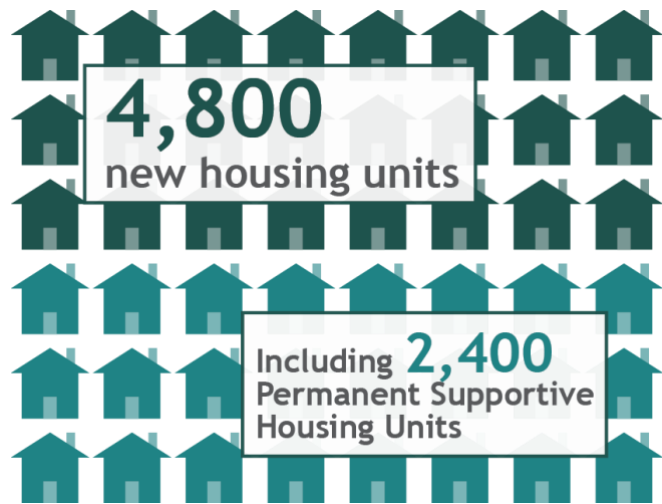


Strategy 3 - Support the Development of Income-Restricted Affordable and Workforce Housing

Increasing the supply of affordable housing will promote equitable housing development because it will broaden access to housing for young families, single households, seniors with a fixed income aiming to remain in their communities even when prices rise, and local employees. Across the West, where housing markets have reached unprecedented levels of housing costs, employers have concerns over staff retention due to the lack of affordable housing options, particularly for households earning below 80% AMI.



The City of Marysville will need to consider the entire range of incomes represented within the community in order to effectively meet housing needs. The City’s allocated growth targets identified a need to supply nearly 4,800 housing units for households earning at or below 50% AMI—2,400 of which will need to be permanent supportive housing.³⁰ The private housing market is not likely to deliver housing at prices affordable to this income range without public assistance, especially at this volume. Additionally, 32% of households in Marysville are cost burdened. Renters are disproportionately cost burdened, with about 49% spending greater than 30% of gross income on rent. This indicates a lack of affordable rental options for many of Marysville’s households, and households are stretching their finances to stay in the community. The HNA also



revealed that just 19% of Marysville’s households would be able to afford the current median home sales price. There is a clear need for more affordable, income-restricted housing options in Marysville, and the City will need to support affordable housing providers in order to deliver it.

³⁰ RCW 36.70A.030 defines permanent supportive housing (PSH) as subsidized, leased housing with no limit on length of stay, paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the resident's health status, and connect residents of the housing with community-based health care, treatment, and employment services.

Affordable housing projects often run into challenges with financing gaps (despite use of federal or state programs like the Low-Income Housing Tax Credit [LIHTC] or Washington Housing Trust Funds) because they are required to charge below-market-rate rents for tenants. Local subsidies (like sales tax revenue, general fund allocations, and so on) can help make projects more financially feasible for developers to create units that meet the needs of low-income households in Marysville.

Certain types of employers that have a significant in-person need may especially benefit from having workers nearby, including service industry businesses and public agencies. Employer-assisted housing can be provided directly to the individual employee in the form of mortgage subsidies, down payment assistance, relocation payments, and the like. In addition, the City can help to increase the supply of housing by partnering with employers to acquire or develop housing to participate in the development of additional housing units, especially through the provision of land.

The actions in this strategy identify a few ways the City can help meet the housing needs of both low-income households and the local workforce in Marysville.

Action 3.1 Develop a Land Bank Strategy and Partnerships to Support Both Income-Restricted and Workforce Housing Development

Rationale

Control of land is critical to affordable housing development because overall development costs make affordable housing development difficult or financially infeasible. Land costs account for a substantial portion of housing development costs, and by removing or reducing land costs, an affordable housing project is more likely to be financially feasible. Control of land also allows the owner to determine how the land is developed.

Description

Land costs can be one of the biggest barriers for new projects, especially affordable housing projects. Yet the City of Marysville needs to increase its income-restricted affordable housing supply in order to meet future growth targets allocated by Snohomish County and in order to supply housing affordable to its current and growing workforce. Therefore, the City can participate in land banking as a mechanism to reduce development costs and thereby increase affordable housing development feasibility and production.

Land banking allows the City to provide a pipeline of land for future development and control the type of development that can occur on the land. There are a few mechanisms through which the City can pursue land banking:

- **Designate city-owned land as surplus.** This would allow the City to contribute surplus land to the land bank, then eventually to affordable housing developers or local employers to build housing. Participants would produce housing at an agreed-upon level of affordability.
- **Purchase properties and transfer to affordable housing developers or local employers.** The City has the option of conveying land purchased for the purpose of building affordable housing to affordable housing developers or local employers who then produce housing either at an agreed-upon level of affordability or to meet the income range of their workforce.
- **Provide funds to support land banking.** The City can provide funds to another organization that would facilitate land banking for the purpose of producing affordable housing.

Land banks can support residential development of either rental housing or ownership housing. If the City intends to use land banking to support rental housing, then the City should partner with a nonprofit affordable housing developer to build housing affordable at or below 50% AMI. The City could also partner with local employers struggling to retain employees due to local housing costs. The City may need to facilitate direct agreements with a developer and owner with ties to low-cost land and other incentives in order to maintain long-term affordability.

Key Themes from Community Engagement

- Half of local Tulalip population lives on reservation, half in Marysville. Housing affordability is a top issue for the tribe.
- Families are doubling up in housing units in order to manage costs.
- Negative public responses to affordable housing can kill projects, and need is great.
- Delivering workforce housing that caters to the needs of local employees is an important priority for residents.

City Role

The City could have multiple roles for land banking or partnering to ensure housing that maintains long-term affordability. The City’s role may vary on different projects, such as identifying or potentially contributing city-owned surplus land for development, assisting with land purchase and assembly, providing funding to support land purchase, or leading an affordable housing development project that includes land banking as well as other strategies. Specific City roles could include:

- Maintain an inventory of land, publicly owned or otherwise, that is available and properly zoned for housing development.
- Partner-led project with a nonprofit developer, land trust, or housing cooperative in which the City contributes funds or land to the project.
- City-led affordable housing development project with city-owned land banking. City can provide funds or land and help with parcel assembly.

Guidance and Examples

Spokane Regional Low Income Housing Land Bank As of now, Spokane is the only city in Washington to have established an official land bank for housing. The Low-Income Housing Consortium launched the Spokane Regional Low Income Housing Land Bank in August of 2022 with help from Inland Northwest credit unions and the GoWest Foundation (hereafter called the consortium) in order to develop low-income housing. This land bank was created with a \$45,000 grant from the GoWest Foundation, which works with credit unions and community organizations.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Financial Support/Partnerships	Low	Site Specific	 	\$ \$

Action 3.2 Coordinate with Regional Affordable Housing Partners

Rationale

The City needs to meet housing needs for the number of lower-income households identified in the County's growth targets. Market-rate development on its own cannot meet these needs, as these developers will not deliver housing that is affordable for most low-income households, particularly those under 80% AMI.

Description

In order to produce affordable housing units that are not created through market development, the City could coordinate with the Housing Authority of Snohomish County (HASCO) or other regional affordable housing providers to leverage Low-Income Housing Tax Credits (LIHTC) to help deliver more affordable units. LIHTC are difficult to come by and applications and proposals for the tax credits must be carefully planned in order to be competitive in the review process. Creating partnerships with affordable housing providers can help make proposals more competitive for receiving tax credits, as the project might be perceived as less risky with backing from the City (either through direct financial support or through the donation or discounting of land). Support from the City may also help alleviate concerns about inefficient development processes, which can create more risk for new projects.

Washington State law allows public agencies to discount, transfer, lease, or gift public-owned land (otherwise known as surplus property) to public, private, and nongovernmental bodies that can help the agency meet its affordable housing goals.³¹ The City could also partner with HASCO or other nonprofit agencies under this state law. If so, there are a couple of further actions the City can take to ensure effective affordable housing development and a successful partnership:

- **Technical Support:** The City can provide training and education or design and permitting support to the housing authority partner.
- **Supportive Zoning Law:** The City can change zoning laws that apply to key properties owned by the housing authority or by potential housing authority partners to support affordable housing development. This would require identifying surplus public property that is already under ownership and underutilized yet suitable for shared public and private uses that could be combined with the zoning amendments needed to increase development potential.³²

³¹ Washington RCW 39.33.015. <https://app.leg.wa.gov/rcw/default.aspx?cite=39.33.015>

³² Local Housing Policy Solutions, use of publicly owned property for affordable housing: <https://www.localhousingsolutions.org/act/housing-policy-library/use-of-publicly-owned-property-for-affordable-housing-overview/use-of-publicly-owned-property-for-affordable-housing/>. As another part of this action, the City could consider adding a policy to have public agencies first make surplus land available to developers committed to creating affordable or mixed-income housing for a designated period of time (such as two to three months) before opening it up to a broader range of developers.

Key Themes from Community Engagement

- Community is more receptive to single-family and duplex-style homeownership development, but some are advocating for affordability.
- Nonprofit housing providers would benefit from development partnerships with municipalities, school districts, and faith-based groups with underutilized land.

City Role

The City should actively seek to understand financing gaps for key affordable housing providers, including HASCO, and collaboratively identify the best method to provide support.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Partnerships	Low	N/A	 	\$



Strategy 4 - Take a Proactive Approach to Addressing Homelessness

Snohomish County conducted the annual Point-in-Time Count on the night of January 23, 2023 (see Exhibit 9). The Count identified 1,285 people experiencing homelessness in Snohomish County on that evening. Of those, 281 individuals were sheltering in vehicles, 390 were sleeping outdoors, and 15 were located in abandoned buildings. Individuals located in shelters and transitional housing were included in the count as well. Of those that agreed to participate in the survey, 37 individuals indicated they had both slept in Marysville the previous night and identified their last permanent residence as in Marysville.

Exhibit 9: Point-in-Time Overview, Snohomish County, 2023

Source: Snohomish County Housing and Community Services



Homelessness involves individuals and families without stable housing, often leading to exposure to harsh weather, health risks, violence, and other safety concerns. While there is a need to address the needs of those already experiencing homelessness, there is also a need to take action in preventing additional individuals or households from falling into homelessness, especially given the ongoing affordability challenges Marysville has and will continue to face for some time. Outside of the essential and basic need to provide care and uphold the dignity of all community members, there are several reasons why the City of Marysville will benefit from taking a more proactive approach to addressing homelessness locally.

- **Long-term cost savings.** When individuals experiencing homelessness are provided with stable housing and appropriate support services, it can decrease their reliance on emergency shelters, hospitals, and other costly public services.
- **Prevention.** Proactive strategies aim not only to address current homelessness but also to prevent it from occurring in the first place. This involves targeted efforts to address the root causes of homelessness, such as lack of affordable housing, unemployment, mental health issues, and substance abuse.
- **Sustainable Solutions.** Proactive approaches often involve implementing sustainable, long-term solutions rather than short-term fixes. This can include developing affordable housing, providing access to mental health and addiction services, and offering job training programs, all of which contribute to breaking the cycle of homelessness.

Action 4.1 Partner with Housing and Services Nonprofits to Provide Permanent Supportive Housing to Meet County Allocations

Rationale

Transitional and supportive housing serves individuals who are vulnerable to experiencing homelessness. Washington State recently passed legislation directing jurisdictions to enhance their work on transitional and supportive housing through House Bill 1220, which states that communities must “plan for and accommodate housing affordable to all economic segments of the population of the state” and explicitly includes supportive housing in consideration of the lowest economic segment.

According to 2044 growth allocations from Snohomish County, the City will need to provide about 2,400 permanent supportive housing units over the next 20 years to help meet local housing needs. These needs will need to be accounted for in local Housing Elements as part of the Comprehensive Plan under House Bill 1220’s modification to the Growth Management Act.

Description

The City should prioritize partnering with local nonprofits and service providers, along with HASCO, to develop a plan to deliver PSH units in Marysville to help keep or move individuals or households out of homelessness and into stable housing. The City can take several initial steps:

- Identify local and regional housing and service providers and conduct outreach to understand their needs in delivering PSH in Marysville.
- Partner with Snohomish County to understand the funding resources available for the City to help deliver PSH units.
- Ensure the City’s fee schedule, zoning, and procedure codes allow for the development of PSH to be streamlined and cost-effective.
- Consider allowing PSH to benefit from any land banking program the City establishes or participates in.

Key Themes from Community Engagement

- City Council/elected officials need more information and education about local dynamics, including the number of homeless and housing insecure kids.
- Suggests building affordable housing with wraparound services, childcare, etc., near Kellogg Marsh Elementary School.
- Resources are needed to be able to move people through the transitional housing phase and into a more stable situation.


- Wraparound services are critical to successful housing projects serving the homeless. Addiction, mental illness, trauma, and long-term housing insecurity are all common; need to be able to provide people with the help they need to move forward.
- Transitional housing is needed; providing people with a hotel room for 48 hours is not enough time to get a housing plan together.

City Role

The City should actively seek to understand the scale at which PSH units are provided in Marysville and who the key providers are in order to understand the kind of support they need from the City to help achieve targets over the next few decades.

Guidance and Examples

[HopeWorks Station, Everett](#) In 2019, HopeWorks Station II (a 65-unit PSH development that serves low-income and formerly homeless individuals and households) opened its doors. The housing component consists of 28 studios, 27 one-bedrooms, and 10 two-bedrooms. The development provides both on-site and off-site supportive services and offers an on-site Workforce Development Center, which is complemented by an on-site commercial space where residents are able to acquire on-the-job skills by working at one of the businesses. Everett provided both direct financial and regulatory support for the project.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Partnerships	Low	N/A		\$

Action 4.2 Consider Emergency Shelter Needs in Marysville

Rationale

The City of Marysville does not currently have a year-round emergency shelter outside of ad hoc cold-weather shelters that open during extreme weather events. Given the ongoing regional housing affordability crisis, most cities in the Puget Sound region are likely struggling to address the complexities of homelessness. Emergency shelters can provide a safe and secure environment for individuals experiencing homelessness, protecting them from exposure to harsh weather conditions, violence, and other dangers they might face while living on the streets.³³

³³ RCW 36.70A.030(10) defined “emergency shelter” as a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations

Description

The City can consider providing emergency shelter for those experiencing homelessness in Marysville. However, it will be important to understand shelter needs in the City in order to provide appropriate services. The City can first coordinate with Snohomish County to collect any available data on the homeless population in and around Marysville. As noted above, Snohomish County conducts an annual Point-in-Time Count and publishes the data online. However, the data is not broken down by city. This data may be available just not published online. The County or other service providers may also be collecting demographic data on the homeless population that could prove helpful to Marysville when considering local emergency shelter needs.

Emergency shelters offer several benefits:



Offer a place for rest and safety.

Emergency shelters offer a temporary respite for homeless individuals, allowing them to rest and regain their strength. This can be crucial for those who are experiencing physical or mental health challenges.



Create an opportunity to engage with the local homeless population.

This will help to better understand their needs so the City or service provider can tailor its services. Shelters can collect valuable data on homelessness trends, demographics, and needs, which can aid policymakers and organizations in developing more effective strategies to combat homelessness in the long term.



Provide on-site social services.

On-site social services at the shelter help move individuals from an emergency shelter to more stable housing, such as PSH. Emergency shelters often work in tandem with transitional housing programs and permanent supportive housing, creating a continuum of care that helps homeless individuals move from crisis to stability and self-sufficiency. They can serve as a starting point for homeless individuals to transition into more permanent housing solutions. Outreach workers and case managers at shelters can help individuals access resources that lead to stable housing options.

Key Themes from Community Engagement

- City should be more open to creative thinking and taking more risks; believes there is a hesitance to addressing local homelessness driven by NIMBYism, etc.

City Role

Seek to understand shelter needs within the City of Maryville by coordinating with the County. Work with local service providers to establish a plan for a local shelter if a need is identified.

Guidance and Examples

[Municipal Research and Services Center \(MRSC\)](#) provides a helpful resource guide to Homeless Shelter and Housing Options in Washington. Resources include sample RFPs from cities looking for assistance on developing shelters, funding options, target demographics for shelter needs, and example codes from Washington jurisdictions that comply with shelter requirements under HB 1220.

[Everett Pallet Shelter Communities](#) In 2021, Everett Gospel Mission (EGM) installed and quickly filled 20 Pallet shelters available to chronically unsheltered individuals. Pallet residents are offered services and resources through EGM's case management, which prioritize safety and stability. With the success of this pilot program, 20 additional units were installed in 2022, providing 40 total beds. The City reports that the shelter has helped significantly reduce the encampments, litter, and drug use in the area. With the program's success, it's expanding with two additional shelter locations.

[Skagit First Step Center, Burlington](#) opened in 2021 and is a 24/7 emergency temporary homeless center that will include 45 individual Pallet Shelter Cabins and provide 24/7 on-site management and overnight security. Friendship House oversees the management and operations of the facility.

[The Shelter Community Walla Walla](#) The Shelter Community, managed by the Walla Walla Alliance for the Homeless, provides shelter for about 45 people on most nights. The Alliance reports that some of the residents are employed but do not make enough income to afford housing in Walla Walla.

Action Type	Income Level Served	Geographic Scale	Housing Production	Level of Investment
Policy Change	N/A	Site Specific	N/A	Dependent on action taken

Summary of Racially Disparate Impacts

In 2021, the Washington State Legislature passed House Bill 1220 (HB 1220), which updated the planning requirements for housing. The bill requires local governments to review their policies, programs, and zoning to identify and address any that may have racially disparate or exclusionary effects. It also requires them to assess displacement risk and establish policies to prevent displacement or reduce related hardships. The goal is to promote more equitable and inclusive housing through the planning process.

To help Marysville meet the new planning requirements under HB 1220, ECONorthwest conducted a displacement analysis and incorporated it into the Housing Needs Assessment (HNA). Building on those findings, this section summarizes the data analysis and the relevant strategies and policies included in the Housing Action Plan for the City to further explore. The goal is to address racial disparities and displacement through the Comprehensive Plan update process.

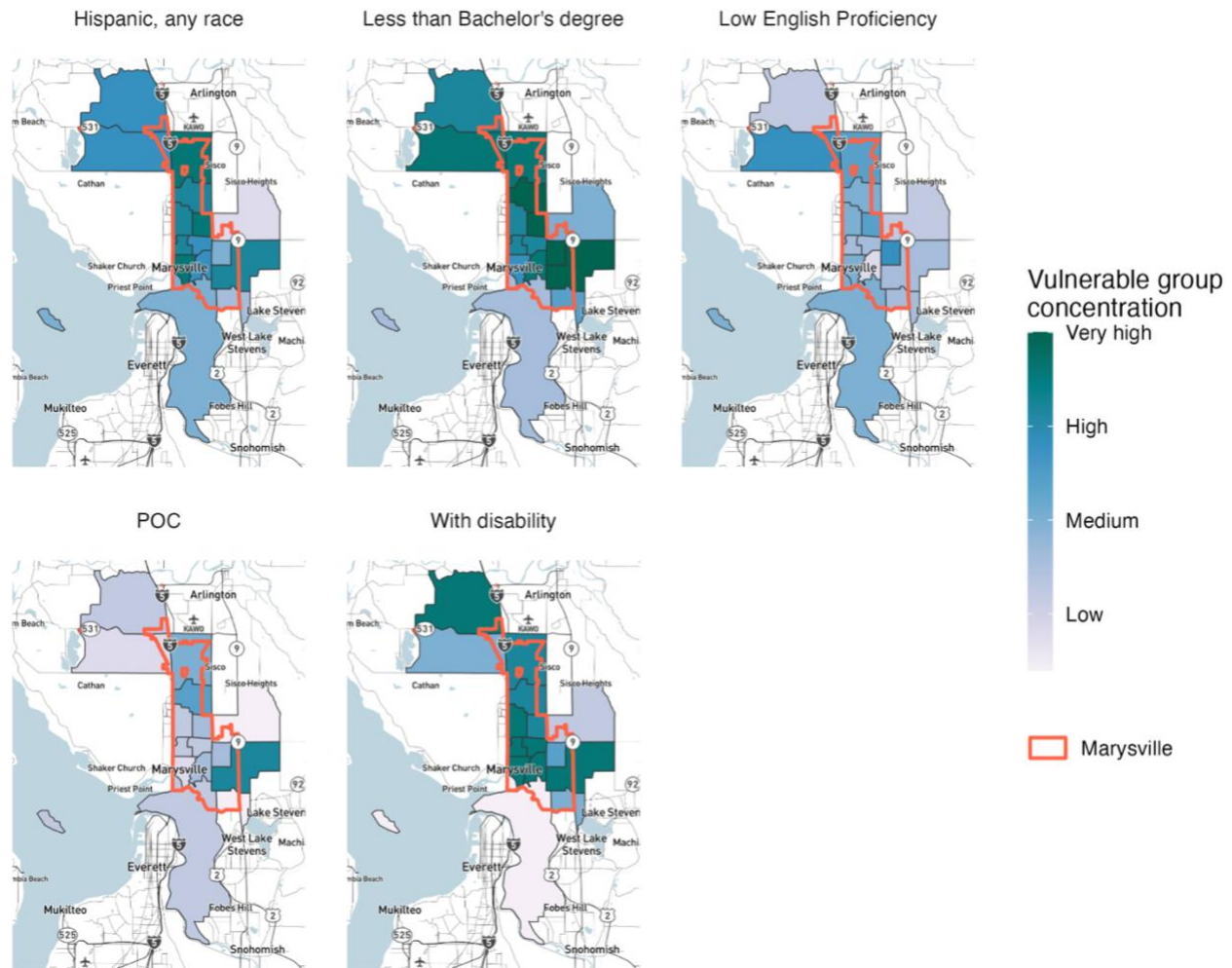
Summary of Key Findings from the Displacement Analysis

- **Marysville has a substantial number of households that are vulnerable and at risk of displacement, especially in the central corridor along I-5.** Thirty-seven percent of Marysville households live in tracts that display high rates of socioeconomic vulnerability and risk of displacement *should gentrification start occurring*, such as people with less than a bachelor's degree, the Hispanic population, and people of color (POC).
- **A little over half of Marysville residents live in neighborhoods that are not currently at risk of gentrification.** Approximately 56% of households live in tracts that are either already gentrified or have remained demographically and economically unchanged since 2010.
- **Socioeconomic vulnerability is not always concentrated in areas at risk of displacement/gentrification.** The tracts near I-5 that are both vulnerable and at risk of gentrification are not where overall socioeconomic vulnerability is highest. Combined socioeconomic vulnerability is the highest in tracts to the north and east of the central city.

Of note, the displacement analysis identified where households are at greatest risk of displacement *and* where households that are low income, low educational attainment, and POC (along with other indicators) are in highest concentrations throughout the City (Exhibit 10). The maps showing POC and other demographic data can assist the City in conducting more targeted policy impact analyses. When assessing existing and proposed policy interventions, the City can use these maps to focus on geographic areas with higher concentrations of POC and other vulnerable groups. This allows for a more equitable evaluation of how policies may affect these communities specifically. The goal is to ensure policies do not have unintended disparate impacts.

Exhibit 10: Vulnerable Group Concentration by Tract

Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest



Summary of Relevant Data Included in the HNA

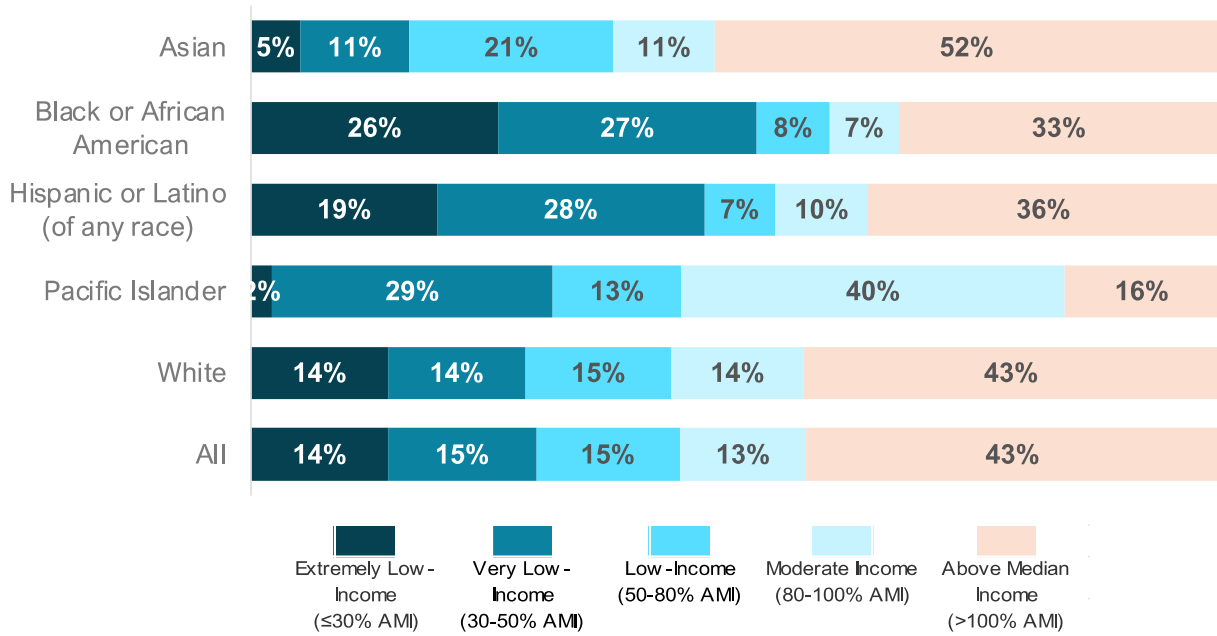
- About 70% of Marysville’s population identifies as White. However, the City became more racially and ethnically diverse from 2011 to 2021. Notably, Marysville saw a 4% increase in its Hispanic population over the last decade.
- **Housing tenure by race** analysis shows that Hispanic, Black, Pacific Islander, and Indian or Alaska native households all have homeownership rates under 50%. About 69% of White households and 89% of Asian households own their homes.
- **Cost burdening by race** shows that Black households are the largest cost-burdened demographic in Marysville, with about 63% being cost burdened. White households are the least cost-burdened group at about 35%, outside of households who identified as “Other.”

The Washington State Department of Commerce also supplied each jurisdiction with supporting data to assist with analyzing disparate impacts. Exhibit 11 shows the distribution of households by income and race or ethnicity. Households that identify as Black make up the

largest group of low-income earners in the City (61%), followed by households that identify as Hispanic or Latino (54%).

Exhibit 11: Distribution of Households by Income and Race or Ethnicity, 2019

Source: US HUD, 2015-2019 Comprehensive Housing Affordability Strategy (CHAS) (Table 1); Chart by WA Dept of Commerce



The data also included an analysis on how the supply of rental units matches renter household incomes in Marysville to help further explore rental housing gaps in Marysville.

Exhibit 12: Renter Households by Income Compared to Rental Units by Affordability, 2019

Source: US HUD, 2015-2019 Comprehensive Housing Affordability Strategy (CHAS) (Table 15C) & US HUD, 2015-2019 Comprehensive Housing Affordability Strategy (CHAS) (Table 14B); Chart by WA Dept of Commerce

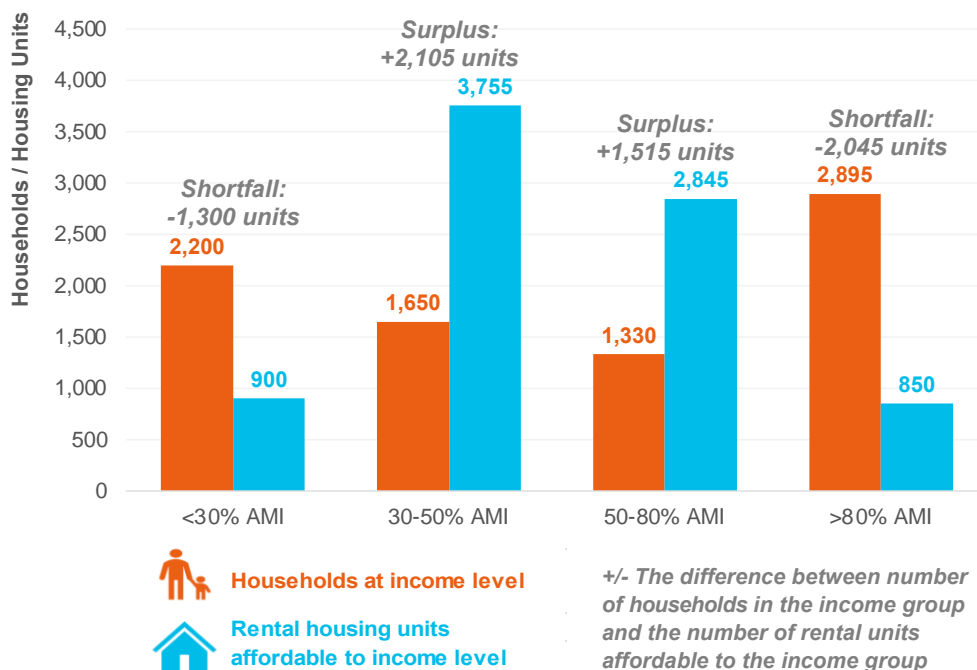


Exhibit 12 compares the estimate of rental households and rental housing units (both occupied and vacant) at each income or affordability level. The comparison is intended to help identify gaps in rental market housing relative to income for households that rent in Marysville. Shortfalls and surpluses suggest a mismatch between the rental housing need and availability. A surplus *can* demonstrate that either lower-income households are cost burdened by paying more than 30% of their income on housing or a higher-income household is "down renting" by paying less than they can afford in rental housing. Key insights include:

- Marysville has a high rate of down renting by moderate-income households, which could indicate a lack of entry-level homeownership options.
- There's a lack of rental units available to the lowest-income earners in Marysville (<30% AMI).
- There's a surplus of housing in the 30-80% AMI range, which is likely causing many households to rent above their means due to the lack of available affordable options.

Summary of Strategies and Actions

Commerce developed a guidance document to help jurisdictions develop policies that can begin to undo racially disparate impacts, displacement, and exclusion in housing as well as prevent future displacement. Exhibit 11 in the [Racially Disparate Impacts Guidance](#) outlines example policies the City can and should adopt, many of which are included in this Housing Action Plan. The City can consider additional policies during the ongoing Comprehensive Plan Update. A few key actions in this Plan that align with Commerce's guidance include:

- 1.3: Expand and Calibrate Existing MFTE Program to Stimulate Program Participation. MFTE can not only attract more multifamily development, it can also help create additional affordable units depending on the city’s program option.
- 1.4: Consider Middle Housing Best Practices When Complying with HB 1110 Middle Housing Requirements. Middle housing creates more affordable homeownership opportunities for a range of incomes, which can help increase access for households of color that currently have lower homeownership rates in Marysville. As the City addresses middle housing requirements under HB 1110, adopting best practices in the code can help ensure this housing type is successfully delivered to the market. When implemented equitably, middle housing can be a tool to improve homeownership rates among communities of color. As part of the Comprehensive Plan update, the City has an opportunity to develop middle housing policies and regulations that consciously promote racial equity and affordable access.
- 1.5: Identify Ways to Balance Housing Development between School Districts in Marysville. This action encourages the City to consider more affordable housing options in high-opportunity areas like the Lake Stevens School District. Increasing affordable options in these desirable neighborhoods can promote racial equity and integration. This can increase access for underserved groups, including communities of color.
- 2.1: Conduct Targeted Outreach to Better Understand Displacement Risk. Conducting culturally responsive outreach and engagement with displaced and socially vulnerable communities in Marysville allows the City to better understand and assess their needs. With on-the-ground insights, the City can tailor policies and allocate resources to help these communities achieve greater stability. As part of the Comprehensive Plan update, the City has an opportunity to develop an inclusive community engagement strategy that uplifts and responds to the priorities of disadvantaged groups. By focusing engagement on those most impacted by housing challenges, the City can develop more equitable and effective solutions.
- 2.2: Support the Preservation of Manufactured Home Parks. Manufactured home parks represent an important source of naturally occurring affordable housing and are home to communities often at risk of displacement. Strategies such as tenant protections, relocation assistance, zoning changes, or conversion regulations can help stabilize manufactured housing and prevent displacement of lower-income residents. Prioritizing equitable solutions for manufactured home parks allows the City to maintain affordable housing options and support inclusive communities.
- 3.1: Develop a Land Bank Strategy and Partnerships to Support Both Income-Restricted and Workforce Housing Development. Land banking can create affordable housing opportunities, both rental and homeownership, for low-income households and Marysville’s workforce who may currently be priced out of living in the city. By proactively acquiring and banking land for future affordable development, the City can help address historical exclusion and increase access for groups unable to afford market-rate housing. As part of the Comprehensive Plan update, developing a land banking

strategy could be an impactful tool to promote equitable and inclusive communities over the long term. Land banking allows the City to strategically expand affordable housing options for underserved residents.

Implementation & Monitoring Plan

This section will provide an implementation blueprint showing the timing of actions, who will lead implementation, and potential monitoring and performance measurements. Since Marysville is currently updating its Comprehensive Plan by the end of 2024, actions involving amendments to the Comprehensive Plan should be included as a part of this update process to be as efficient as possible. In general, actions should be sequenced with other actions, plan updates, and work priorities to support feasibility.

The City could consider preparing an annual or biannual report (such as a scorecard) to evaluate progress toward meeting the HAP performance objectives (strategies and actions). The action priorities could be discussed with partners and shared as a part of community outreach/involvement to ensure alignment with the plan of action.

The following section outlines the approach to achieve effective implementation. This section includes the detailed implementation plan, which includes:

- A timeline for implementing various strategies.
- A list of departments and partners responsible for implementing different actions.
- Potential level of resource needs.

The proposed planning horizon for the Housing Action Plan is 10 years, commencing in 2024 (after approved) and finishing by 2034, to align with the next Comprehensive Plan update. Each action has a corresponding short-, medium-, or long-term timeline based on prioritization and feasibility.

- Short-term: 1-3 years
- Medium-term: 4-6 years
- Long-term: 7-10 years

The implementation plan also considers the level of resources needed, both in staff and other costs (e.g., consultant support).

Staff: How labor-intensive is this action?

- Minimal Staff Resources
- Moderate Staff Resources
- Intensive Staff Resources

Costs: How much would it cost to implement this action? This provides the estimated funding required to implement the strategy relative to other strategies.

- Minimal Investment
- Moderate Investment
- Significant Investment

Exhibit 13: Implementation Plan

Action	Timeframe	Who	Staff Resources	Costs
1.1: Increase Density Along Proposed Transit Lines to Accommodate More Multifamily Development	1-3 years	Planning Staff in partnership with Community Transit	Moderate	\$\$
1.2: Adopt Code Amendments to Create more Flexibility for Townhome Development	1-3 years	Planning Staff with support of Public Works	Moderate	\$\$
1.3: Expand and Calibrate Existing MFTE Program to Stimulate Program Participation	1-3 years	Planning Staff with support of the Finance Department	Intensive	\$\$
1.4: Consider Middle Housing Best Practices When Complying with HB 1110 Middle Housing Requirements	1-3 years	Planning Staff with support of Public Works	Moderate	\$\$
1.5 Identify Ways to Balance Housing Development between School Districts in Marysville	4-6 years	Planning Staff in coordination with school districts	Intensive	\$\$
1.6 Expand Allowances and Incentivize the Development of ADUs	1-3 years	Planning Staff	Moderate	\$\$
1.7 Create More Flexibility in the Planned Residential Development (PRD) Code	1-3 years	Planning Staff	Moderate	\$\$
2.1: Conduct Targeted Outreach to Better Understand Displacement Risk	1-3 years	Planning Staff partnership with neighborhood organizations and housing advocacy groups; Community engagement consultant	Intensive	\$\$

Action	Timeframe	Who	Staff Resources	Costs
2.2: Support the Preservation of Manufactured Home Parks	4-6 years	Planning Staff and manufactured home park owners	Intensive	\$\$\$
3.1: Develop a Land Bank Strategy and Partnerships to Support Both Income-Restricted and Workforce Housing Development	7-10 years	Planning Staff in coordination with finance department; City Council	Intensive	\$\$\$
3.2 Coordinate with Regional Affordable Housing Partners	1-3 years	Planning Staff; Housing Authority of Snohomish County	Minimal	\$
4.1: Partner with Housing and Services Nonprofits to Provide Permanent Supportive Housing to Meet County Allocations	7-10 years	Planning Staff; Housing Authority of Snohomish County and other housing advocacy groups	Moderate	\$
4.2: Consider Emergency Shelter Needs in Marysville	1-3 years	Planning Staff, City Manager, City Attorney, City Council	Moderate	\$\$\$

Monitoring Implementation Progress

To help the City track progress on implementation, a set of options for measuring the performance of different actions is outlined in this section. The City should track its progress toward achieving its housing goals by developing a set of indicators to track on a regular basis. Determining the exact indicators and monitoring frequency will require additional research on availability of data, availability of staff time and tracking systems, as well as discussions with City leaders and the community to ensure that the chosen indicators adequately gauge housing progress. The table below provides examples of potential indicators that the City could track.

Exhibit 14: Potential Indicators to Consider for Monitoring Action Plan Progress

General Plan Performance Metrics	Potential Indicators and Data Sources
Increase affordable housing units	Number of properties or units acquired/preserved by City, Snohomish County, or other organizations/housing providers. Potential Data Sources: City of Marysville, Snohomish County, Housing Authority of Snohomish County
	Share of rent-burdened residents. Potential Data Source: Census (ACS) and HUD
	Number of requests the City and County receives for tenant assistance (waiting list information). Potential Data Sources: Snohomish County, Housing Authority of Snohomish County
	Number of new affordable housing units built via MFTE or other key housing programs. Potential Data Sources: City of Marysville
	Number and description of affordable housing projects and partnership-driven projects (describe partners and contributions). Potential Data Sources: City of Marysville, local and regional nonprofits, Housing Authority of Snohomish County
	Trends in income distribution and declining or increasing income diversity. Potential data Sources: American Community Survey (Census)
Increase both market-rate and affordable housing production	Number and location of new market-rate and affordable homes in Marysville. Potential Data Sources: City of Marysville
	Number and type of new homes produced and total within the City over time - location, tenure, size, sales price/asking rent, and unit type (ADUs, backyard homes, condos, apartments, duplexes, triplexes, quadplexes, townhomes, etc.). Potential Data Sources: City of Marysville, Snohomish County Assessor, CoStar, Census, or Washington State Office of Financial Management.
	Trends in student enrollment. Potential Data Sources: Marysville and Lake Stevens School Districts
Decrease in Homelessness	Trends in observed homelessness. Potential Data Sources: Annual Point-In-Time Count, Snohomish County Coordinated Entry

Appendices

Appendix A: Housing Needs Assessment

Executive Summary

The City of Marysville is undertaking a Housing Action Plan (HAP) to identify ways to meet housing needs now and into the future. An initial step for developing the HAP is to identify and define the range of housing needs by analyzing the best available data describing Marysville’s household demographics, housing stock, housing market dynamics, and expected need. The insights from this analysis help to build a factual basis for the HAP strategies. This Housing Needs Assessment (HNA) answers questions about the availability of different housing types, who lives and works in Marysville, and what range of housing is needed to meet current and future housing needs. The following key findings highlight significant trends and implications for housing in Marysville.

Population and Household Demographics

- **Both Marysville and Snohomish County experienced substantial population growth** from 2010 to 2022, with Marysville increasing by 21% and the County by 19%.
- **Marysville is expected to continue growing at a faster rate than the County.** By 2044, Marysville is projected to increase its population by roughly 27,500 residents, reaching a population of nearly 100,000, representing 41% growth.
- **Marysville’s population is aging faster than the County.** The median age in Marysville increased by three years from 2011 to 2021, and the City observed the greatest decrease in the share of residents under 20 years of age.

Housing Characteristics

- **Marysville is projected to add over 14,000 housing units by 2044** to accommodate its growing population.
- **Household sizes in Marysville decreased overall** while the County’s average household size grew. Marysville has the highest share of couple households with no children present (40% of households).
- **The majority (70%) of housing units in Marysville are owner-occupied**, however the City has observed growth in three- and four-person rental households (11%) over the last decade.

Demographics and housing characteristics in Marysville suggest that there are fewer opportunities for first-time home buyers and affordability challenges for families with young children to relocate to Marysville, as compared to previous years. Moreover, the prevalence of larger household size renters in Marysville indicates a higher demand for rental units suitable for single families, potentially highlighting the need for larger rental units. Another notable trend is the likely increase in the proportion of “empty nesters” in Marysville. In the early 2000s,

the City likely served as an affordable housing market for young families, and now their children are moving out. This shift is reflected in the rise of two-person households, a decline in three to four-person households, a decrease in the population under 20, and an increase in households without children.

Income and Affordability

- **Incomes in Marysville are not rising as fast as other geographies, but there has been a substantial increase in households earning over \$150,000** and a decrease in lower-income households. This is likely due to wage increases for existing residents as well immigration of higher income households.
- **The median home sale price in Marysville was \$605,000 as of 2022, requiring a household income of approximately \$200,000 to afford it.**
- **Rents in Marysville increased 53%, or just over \$650 per unit per month, from 2012 to early 2023.** As of early 2023, the average multifamily apartment rent was \$1,685 per unit per month.
- **Around 32% of households in Marysville are cost burdened.** Renters are disproportionately cost-burdened in Marysville, with 49% of renters spending greater than 30% of gross income on rent.
- **Households identifying as Black have the highest rate of cost burden.**

Employment and Commuting

- **Marysville will need to accommodate an additional 17,616 jobs between 2019 and 2044, representing a 115% increase over 25 years.**
- **A significant number of workers commute into and out of Marysville,** with 9,000 workers commuting in, over 24,200 commuting out, and around 2,200 living and working in Marysville. With the expected job growth in Marysville and observing the number of commuters flowing into the City, housing for local workforce will need to be a priority.

Displacement Risk

- **Marysville has a substantial number of households that are vulnerable and at-risk of displacement, especially in the central corridor along I-5.** 37% of Marysville households live in tracts that display high rates of socioeconomic vulnerability and risk of displacement *should gentrification start occurring*, such as people with less than a Bachelor's degree, Hispanic population, and People of Color (POC).
- **18% of households are highly vulnerable and at high risk of displacement/gentrification.**

Future Housing Needs

Snohomish County allocated an additional 14,253 housing units to the City of Marysville between 2020-2044. The County also distributed those housing units across income bands as required by State law. Exhibit 1 below shows the breakdown of Marysville’s housing allocation by income.

Exhibit 1: Housing Allocations by Income, City of Marysville, 2044, Method C¹

Source: Snohomish County

Income Bracket	Housing Units
0-30% PSH	2,403 units
0-30% AMI	1,281 units
30-50% AMI	1,076 units
50-80% AMI	0 units
80-100% AMI	0 units
100-120% AMI	2,403 units
>120% AMI	7,090 units

¹ Snohomish County’s Planning Advisory Committee (PAC) HO-5 Report working group considered three different alternative approaches to allocating growth by income band. These approaches consisted of: accommodating housing needs through new production (Method A), accommodating housing based on total affordable housing within a City “fair share” method (Method B), and accommodating housing through a hybrid of Methods A and B (Method C). Method C was ultimately selected.

1. Introduction

The City of Marysville recently received a grant from the Washington State Department of Commerce to assist with the City's upcoming Comprehensive Plan Update. The City has allocated a portion of the funding to the development of a Housing Action Plan (HAP). The HAP will play a crucial role in updating the City's Housing Element and provide context for its Land Use Element. The Comprehensive Plan Update, which is anticipated to be completed in 2024, is expected to shape the future of Marysville's community. With the implementation of the HAP, Marysville can better ensure that the City's housing needs are met in a sustainable and equitable manner.

The approach for developing a HAP begins with a Housing Needs Assessment (HNA) which evaluates the current and projected housing needs. This HNA aims to provide a deeper understanding of the City's housing market dynamics, unmet housing needs, and population and housing projections for the next 20 years.

Data Collection & Methodology

In this assessment we drew from a variety of data sources to compile a comprehensive understanding of Marysville's housing needs. One of the key sources for housing and household data is the US Census Bureau, specifically the 2021 American Community Survey 5-year estimates. This assessment also leverages other publicly available data sources from federal, state, and local government resources and private sources such as Redfin and CoStar.

Organization of this Report

The remainder of this document is organized into the following sections:

- **2. Community Profile** presents community demographic information, including population growth, demographic information, household characteristics, and income distribution that affect housing choice and needs in Marysville.
- **3. Housing Characteristics** presents the current mix of housing types, housing tenure, vacancy rates, and summarizes regional and local housing market trends affecting Marysville's housing market.
- **4. Housing Needs in Marysville** presents the forecast for housing growth in Marysville and the housing needed to accommodate future residents.

2. Community Profile

The purpose of this chapter is to understand the community demographic trends and factors that will affect housing demand and development in the City of Marysville. These demographic factors include:

- Population Growth
- Demographic Information
- Household Characteristics
- Employment and Commuting

In addition, this information informs how Marysville's existing housing stock and housing market is serving or not serving the City's households. City staff identified comparable geographies to use in our analysis to understand Marysville in a more regional context. Comparison geographies include Lake Stevens, Everett, and Snohomish County overall.

Population Growth and Forecast

The Washington State Office of Financial Management provides official state and local population estimates and projections for use in the allocation of funds, growth management, and other planning functions. This section utilizes official population estimates from 2000-2022 and official projections for 2044 to understand Marysville's past and future population growth.

Population growth and household formation are the primary drivers of demand for housing. The rate of population growth and household characteristics heavily influence the demand for specific housing types.

Population Growth

Marysville's population grew by 47,065 households, or 186% from 2000 to 2022, with an average annual growth rate (AAGR) of 4.9%. This is a much higher growth rate than the County overall, which grew by 40% since 2000 with an AAGR of 1.5%). However, much of this growth is attributed to a major annexation that occurred in 2009 that added just over 20,000 residents. From 2010 to 2022, the City and the County experienced similar levels of population growth, with the City increasing its population by 21% and the County by 19%. From 2000 to 2020, Marysville annexed 7,765 acres and 26,658 residents, greater than any other city in Snohomish County.²

² Snohomish County Tomorrow 2020 Growth Monitoring Report

Exhibit 2: Population Growth, Marysville and Snohomish County, 2000-2022

Source: ECONorthwest, Office of Financial Management Population Estimates

	2000	2010	2022	Change 2000 to 2022	
				Percent	AAGR
City of Marysville	25,315	60,020	72,380	186%	4.9%
Snohomish County	606,024	713,335	847,300	40%	1.5%

Population Forecast

Marysville and Snohomish County are projected to have similar rates of growth from 2020 to 2044. However, the City is expected to continue growing at a faster rate than the County overall. By 2044, Marysville is projected to increase its population by roughly 27,500 residents, reaching a population of nearly 100,000. This represents 41% population growth with an AAGR of 1.4%, slightly higher than its AAGR between 2010-2002 (1.3%).

Exhibit 3: Population Forecast, Marysville and Snohomish County, 2020-2044

Source: ECONorthwest, Office of Financial Management Population Estimates; Snohomish County 2044 Growth Allocations

	2020	2022	2044	Change 2020 to 2044	
				Percent	AAGR
City of Marysville	70,714	72,380	99,822	41%	1.4%
Snohomish County	827,957	847,300	1,136,309	37%	1.3%

Exhibit 4 shows the housing unit allocation for both Marysville and Snohomish County between 2020-2044. Snohomish County is expected to add about 157,000 housing units by 2044, with the growth averaging about 1.8% each year. The City of Marysville is expected to add over 14,000 units during that same period, growing at about 1.9%.

Exhibit 4: Housing Unit Growth Allocation, 2044

Source: Office of Financial Management Population Estimates; Snohomish County 2044 Growth Allocations

	2020	2022	2044	Change 2020 to 2044	
				Percent	AAGR
City of Marysville	25,723	26,439	39,976	50%	1.9%
Snohomish County	321,523	331,191	488,966	49%	1.8%

Demographic Information

Demographic information can be an indicator of a city's overall population trends. In this report, ECONorthwest uses 2021 5-year American Community Survey (ACS) data, the most current data available. ECONorthwest worked with Marysville city staff to identify comparison geographies that are used to understand how population composition in Marysville compares to other nearby jurisdictions.

Age

Households make different housing choices at different stages of life to fit their changing needs; for example, the type of housing needed for a 20-year-old college student differs from that of a 40-year-old parent with children, or an 80-year-old single adult. As shown in Exhibit 5 below, the median age in Marysville is 37 years, slightly lower than that of Snohomish County (38 years), but slightly higher than Lake Stevens and Everett (35 and 36 years, respectively). From 2011 to 2021, the median age in Marysville increased by three years. This is a larger change than seen in comparison geographies, though all four jurisdictions saw increases in median age.

Exhibit 5: Median Age, Marysville and Comparison Geographies, 2011-2021

Source: ACS 5-Year Data Tables, 2011, 2021

	2011	2021
Marysville	34	37
Snohomish County	37	38
Everett	34	36
Lake Stevens	33	35

The distribution of age groups in Marysville is similar to comparison geographies, especially the County overall.

The largest age group is 20 to 44 years of age, representing about 36% of the population. The City's smallest group are those over the age of 65 (13% of the population).

Exhibit 6: Age Distribution, Marysville and Comparison Geographies, 2021

Source: ACS 5-Year Data Tables, 2017-2021

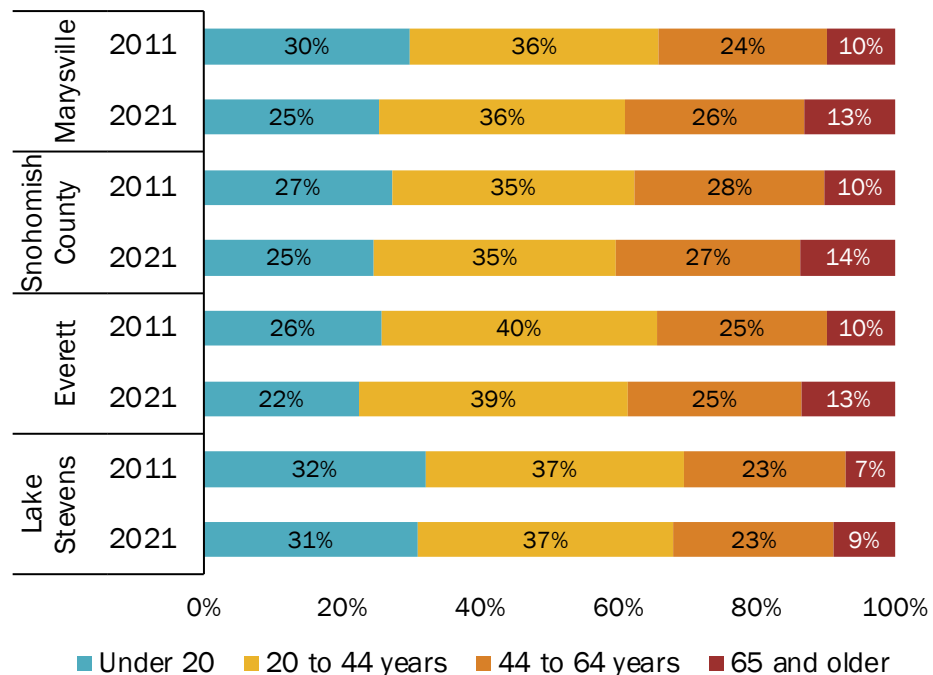


Exhibit 6 also shows the change in age distribution from 2011 to 2021 for Marysville and comparison geographies. All geographies experienced decreases in the share of the age groups under 20 years of age; of all comparison geographies, Marysville experienced the greatest

decrease in the share of residents under 20 years of age. All jurisdictions also saw small increases in the share of residents older than 65 years. In all geographies, the share of the population aged 20 to 44 years and 44 to 64 years remained stable.

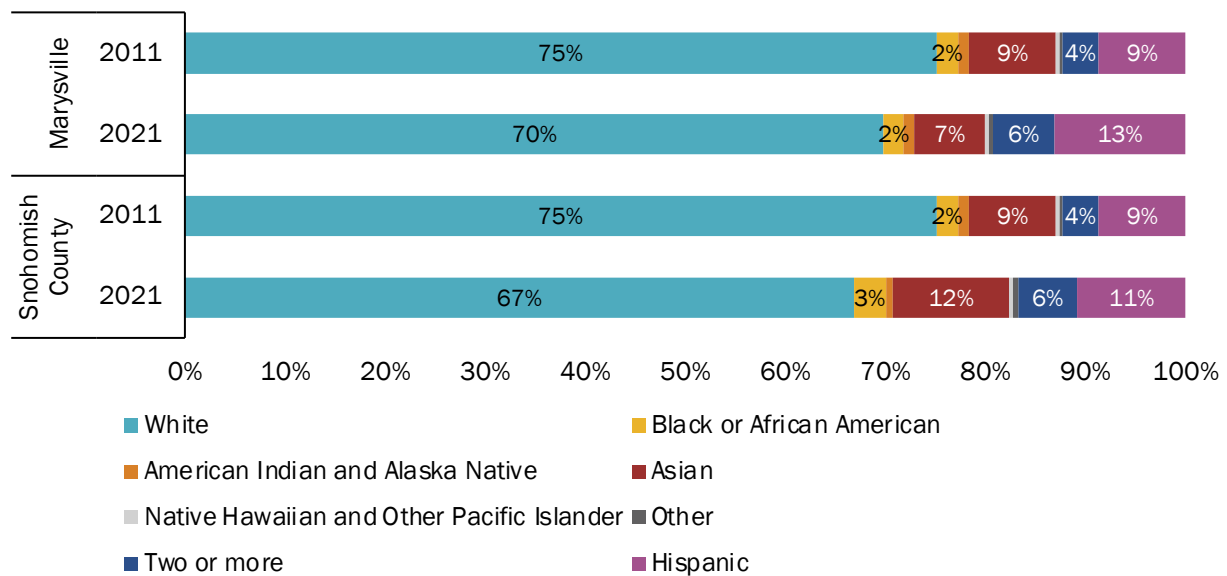
Given the more intense decrease in the share of Marysville residents under 20 years compared to other areas, there may be affordability challenges or fewer homebuying opportunities for younger families with children in Marysville than there has been in the past. The City should continue monitoring how its age distribution shifts over time for any indication that its housing stock may no longer be adequately serving the broad spectrum of ages.

Race and Ethnicity

In both Marysville and Snohomish County, the majority of the population is White, with 70% identifying as White in Marysville and 67% in Snohomish County overall. However, both jurisdictions became more racially and ethnically diverse from 2011 to 2021. Notably, Marysville saw a 4% increase in its Hispanic population over the time period.

Exhibit 7: Race and Ethnicity, Marysville and Snohomish County, 2011-2021

Source: ACS 5-Year Data Tables, 2011, 2021



Household Characteristics

Household size is an important indicator for the types of housing needed in a region; smaller households, like younger or older adults may prefer living in middle or multifamily housing, while larger households with children or extended families may be more comfortable in single-family dwellings.

Average Household Size

Exhibit 8 and

Exhibit 9 show the change in the average household size and distribution from 2011 to 2021 for Marysville and Snohomish County. In Marysville, the average household size observed a small decrease (2.3%), while the average household size in Snohomish County rose 1.8%. As of 2021, the average household size in both areas was 2.7 people. The City’s average household size is slightly larger than Washington state’s (2.6 people).

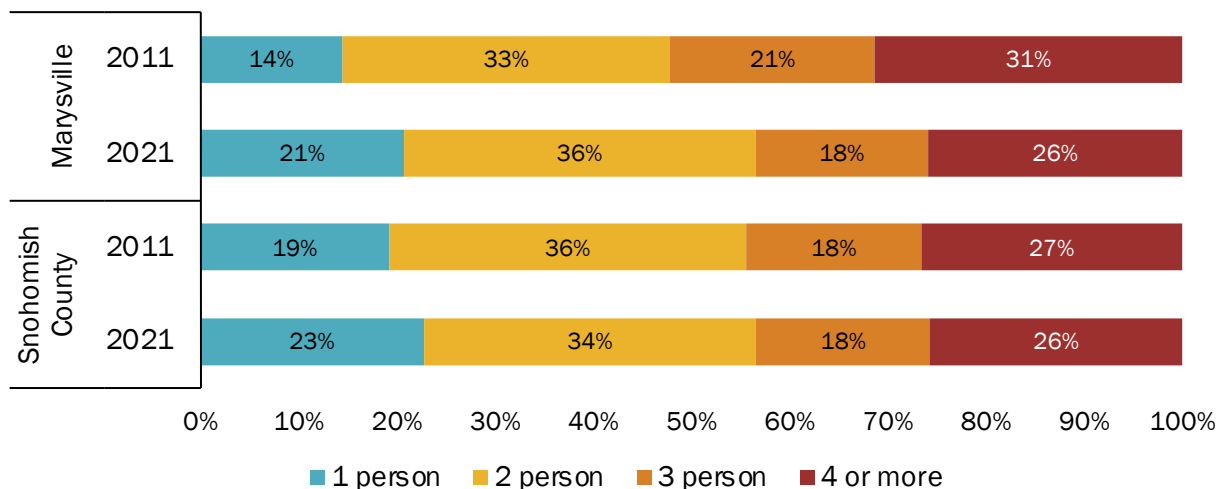
Exhibit 8: Average Household Size, Marysville and Snohomish County, 2011-2021

Source: ACS 5-Year Data Tables, 2017-2021

	2011	2021	% Change
Marysville	2.8	2.7	-2.3%
Snohomish County	2.6	2.7	1.8%
Washington State	2.5	2.6	2.0%

Exhibit 9: Household Size Distribution, Marysville and Snohomish County, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021



From 2011 to 2021, the share of one- and two-person households increased in Marysville, while the share of three- and four-person households decreased. Snohomish County saw a notable increase in one-person households and small decreases in two and four-person households.

This shift towards smaller household sizes between 2011-2021 could be attributed to young adults moving out of their parents’ house to attend school or start a new job for the first time, as the City saw a decrease in the number of residents under 20 during the same time period.

Household Size by Tenure

Housing tenure describes whether a dwelling unit is owner- or renter-occupied. As shown in Exhibit 10, 70% of Marysville housing units are owner-occupied. Household tenure distribution in Marysville looks very similar to the distribution of the County overall.

Exhibit 10: Household Tenure, Marysville and Snohomish County, 2021

Source: ACS 5-Year Data Tables, 2017-2021

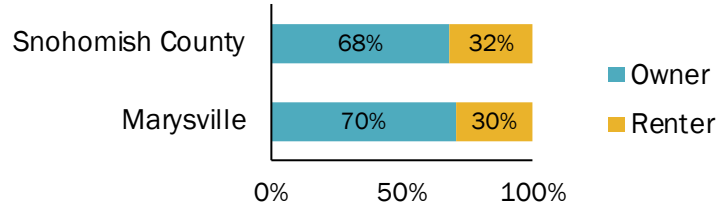


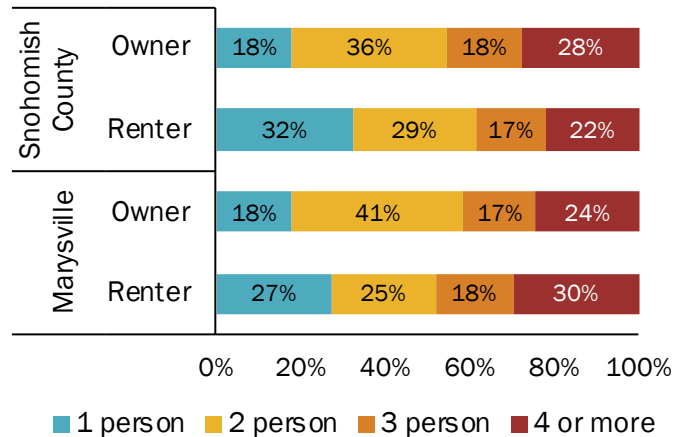
Exhibit 11 and Exhibit 12 shows the distribution of household sizes in Marysville and Snohomish County broken out by household tenure. In both the City and the County, most owner-occupied housing was made up of two-person households, and most renter occupied housing contains one-person households.

For both jurisdictions, household size was more evenly distributed for renter households than owner-occupied households. This could indicate a lack of ownership opportunities for certain household sizes.

The largest share of households that rent have a household size of 4 or more. Ownership households tend to be smaller, with the largest share containing 2 residents. This could indicate a gap in affordable ownership opportunities for larger households.

Exhibit 11: Household Size by Tenure, Marysville and Snohomish County, 2021

Source: ACS 5-Year Data Tables, 2017-2021



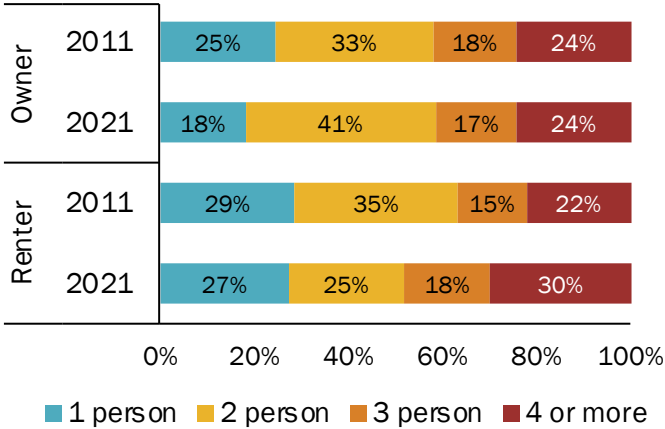
The share of single-person households that owned decreased substantially between 2011 and 2021, while the number of 2-person households that own increased.

As housing costs increased substantially throughout the region during this time period, ownership likely became more difficult for single-person households.

The City also experienced a reduction (2%) in smaller rental households and increases in three- and four-person rental households (11%).

Exhibit 12: Household Size by Tenure, Marysville, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021

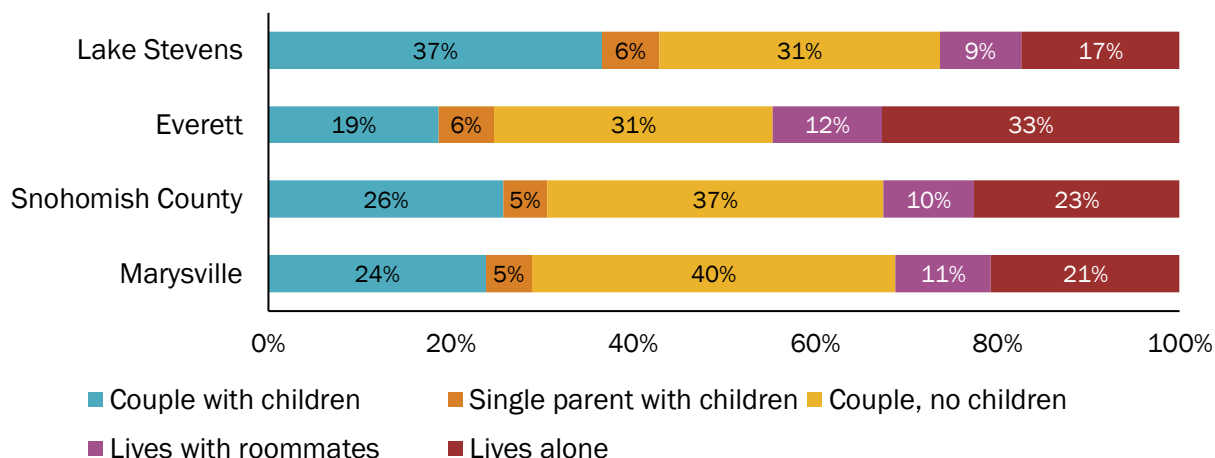


Living Arrangement

Marysville has a similar distribution of household living arrangements as the County overall. Marysville has a lower share of households with children (29%) compared to Lake Stevens (43%), but a higher share than Everett (24%). Of the three cities, Marysville has the highest share of couple households with no children present (40% of households). While all jurisdictions have a similar share of non-family multi-person households (i.e., living with roommates), Marysville has a higher share of single-person households (21%) than Lake Stevens (17%), but a lower share than Everett (33%).

Exhibit 13: Living Arrangement Distribution, Marysville and Comparison Geographies, 2021

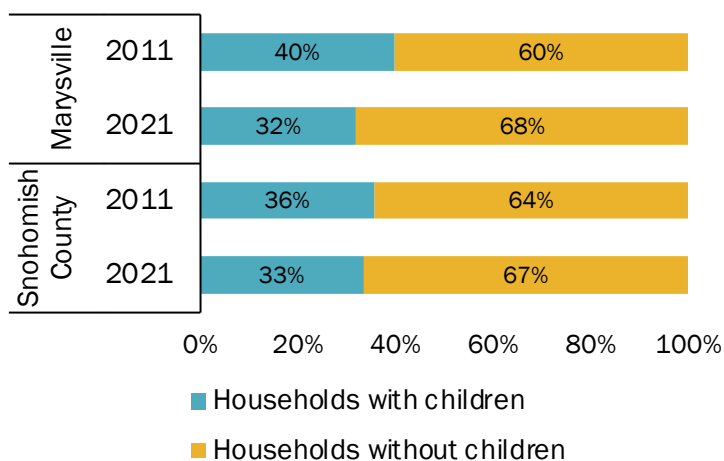
Source: ACS 5-Year Data Tables, 2017-2021



Marysville and Snohomish County both saw decreases in the number of households with children from 2011 to 2021. Marysville saw a larger decrease (7%) than the County overall (3%), which likely contributed to the decrease in Marysville’s average household size over the time period.

Exhibit 14: Households with Children, Marysville and Snohomish County, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021



These findings could indicate an increase in the number of “empty nester” households in Marysville, marked by an increase in two-person households alongside a decrease in three- and four- person households as well as an increase in the number of couple households without children from 2011 to 2021.

Income Distribution

Income is an important determinant of housing choice, influencing both the type of housing a household chooses (e.g., single-family detached, duplex, or a larger multifamily property) and household tenure (e.g., rent or own).³ As of 2021, Marysville’s median household income was

³ The census defines income as, “income received on a regular basis (exclusive of certain money receipts such as capital gains) before payments for personal income taxes, social security, union dues, Medicare deductions, etc.

about \$89,000, slightly lower than Snohomish County overall (around \$96,000). From 2011 to 2021, Marysville household median income increased by 35%. This increase is partially driven by wage increases for existing residents as well as in-migration of higher income households.

Median Household Income

As shown in Exhibit 15, the median household income in Marysville is slightly lower than that of the County and Lake Stevens but substantially higher (about 25%) than the median household income for Everett.⁴

Exhibit 15: Median Household Income, Marysville and Comparison Geographies, 2021

Source: ACS 5-Year Data Tables, 2017-2021

\$89,008 Marysville	\$95,618 Snohomish County	\$71,357 Everett	\$99,296 Lake Stevens
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Median incomes increased in all geographies from 2011 to 2021. Snohomish County and Marysville had similar median household incomes in 2011; however, Snohomish County experienced a slightly higher increase in incomes at 41% compared to 35% in Marysville. Everett had the lowest median income in 2011 but experienced the highest increase (47%) over the time period, and Lake Stevens had the highest median income of all comparison geographies in both 2011 and 2021, with a 36% increase over the time period.

Exhibit 16: Change in Median Household Income, Marysville and Snohomish County, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021

	2011	2021	% Change
Marysville	\$65,736	\$89,008	35%
Snohomish County	\$67,777	\$95,618	41%
Everett	\$48,410	\$71,357	47%
Lake Stevens	\$73,128	\$99,296	36%

Median Household Income Distribution

Exhibit 17 shows the distribution of household incomes for Marysville and Snohomish County. The largest income categories in both jurisdictions are households earning between \$100,000 to \$150,000 annually and greater than \$150,000 annually, while the smallest income category is households earning less than \$25,000 annually. Although Marysville has a slightly higher percentage of households earning between \$25,000 and \$150,000, Snohomish County has a 7%

Therefore, money income does not reflect the fact that some families receive part of their income in the form of noncash benefits, such as food stamps, health benefits, subsidized housing.”

⁴ Median family income is often the metric used in affordable housing programs, but it does not account for the number of single-person households that exist in communities. For this reason, median household income is what will be referenced in this report.

greater share of households earning over \$150,000 annually. This difference is likely attributed to higher household incomes in other cities within the county, such as Lake Stevens, resulting in a higher overall median household income for the County.

Exhibit 17: Household Income Distribution, Marysville and Snohomish County, 2021

Source: ACS 5-Year Data Tables, 2017-2021

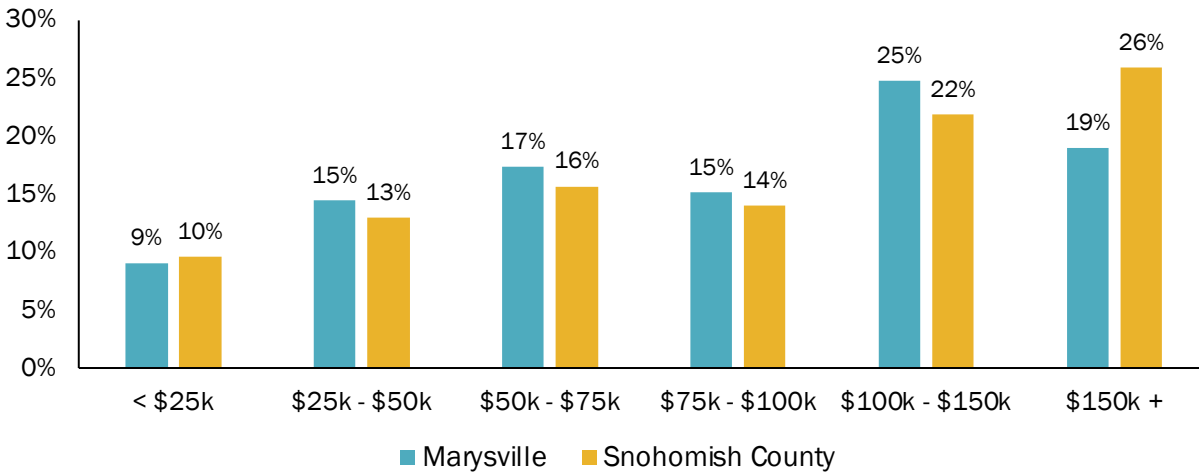
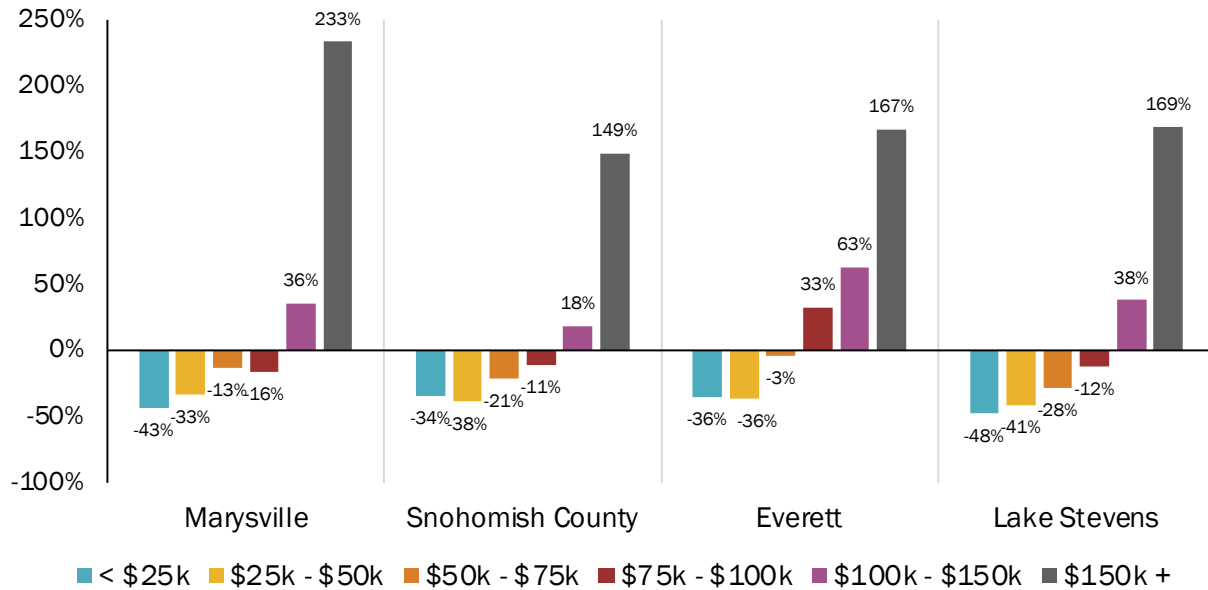


Exhibit 18 shows the change in the distribution of household median incomes from 2011 to 2021 for Marysville, Snohomish County, and comparison cities. For example, in 2011 6% of Marysville households earned greater than \$150,000 annually; by 2021 the share had increased to 19%, a 233% change. On the other end of the spectrum, the share of households earning less than \$25,000 annually decreased from 16% to 9% of households, a change of -43%, as shown in Exhibit 18. Of comparison jurisdictions, all have seen a large increase in the share of households earning more than \$150,000 annually. While this can be attributed in part to inflation, comparing these jurisdictions to each other can be useful for determining high level trends. In addition, the increase is also likely due in part to an influx of new high earning residents moving from other areas in response to high housing costs, particularly for homeownership opportunities. Of comparison geographies, Marysville saw the greatest increase in households earning above \$150,000 (a 233% increase).

Exhibit 18: Change in Median Household Income Distribution, Marysville and Comparison Geographies, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021



Employment and Commuting

Understanding employment trends and commuting patterns can provide insights on the housing needs of workers today and into the future. Employment plays an important role in where people live, and it can influence where people move. If the data indicate that many people are commuting into the city for work, it could indicate that the city does not have enough housing to accommodate its workforce or enough housing that meets their needs and affordability levels.

Employment Projections

According to the 2021 Snohomish County Buildable Lands Report, Marysville will need to accommodate an additional 17,616 jobs between 2019-2044, representing a 115% increase over 25 years. This increase represents just over 10% of the County’s total employment growth during the same time period.

Exhibit 19: Employment Projections by Number of Employees, Marysville, 2019-2044

Source: Snohomish County Countywide Planning Policies, Appendix B Table E1

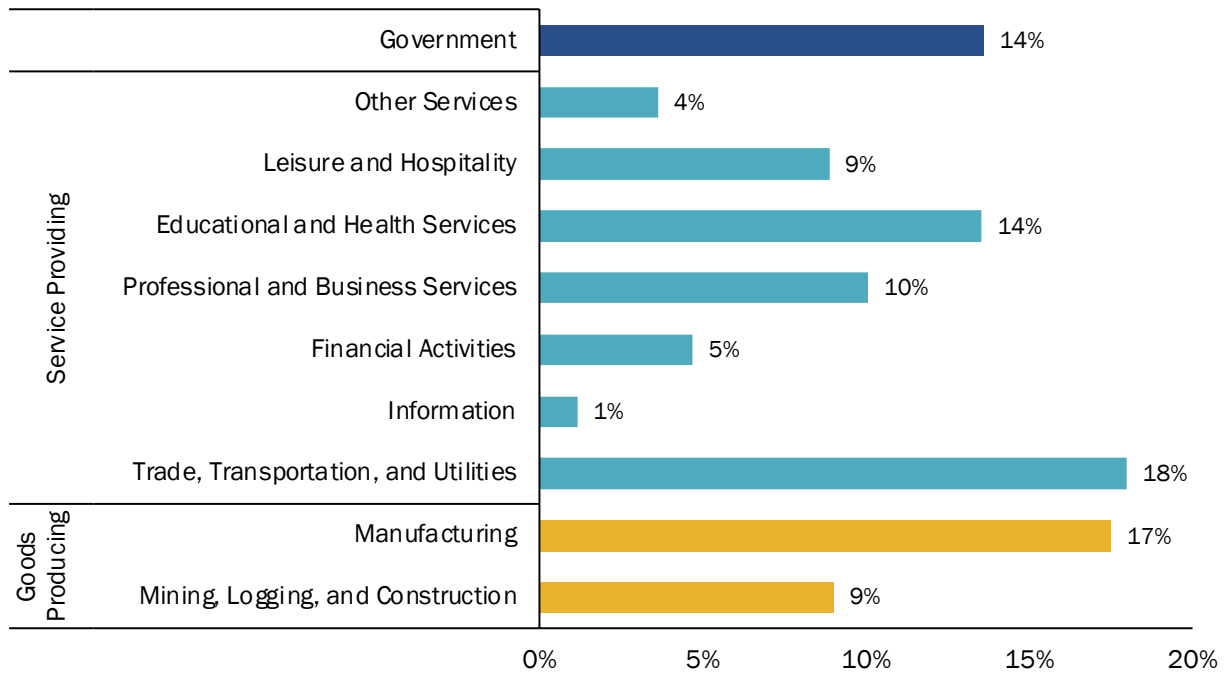
	2019	2044	% Change
Marysville	15,310	32,926	115%

Employment by Industry

Exhibit 20 shows employment by industry as reported by the Employment Security Department (ESD), organized by service providing industries, goods producing industries, and government jobs (public sector).⁵ As seen in Exhibit 20, 14% of Snohomish County employees work in the public sector, 60% work in the service providing sector, and 26% work in the goods producing sector.

Exhibit 20: Employment by Industry, Snohomish County, 2021

Source: Employment Security Department, December 2021



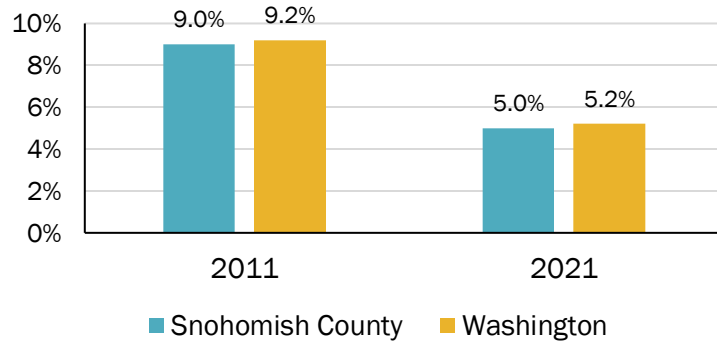
⁵ Employment data is only available at the county level from ESD.

Unemployment

Unemployment information is available through the Bureau of Labor Statistics at the county and state level. From 2011 to 2021 unemployment rates for Snohomish County remained very similar to Washington state overall. High unemployment in 2011 was likely a lingering effect from the 2008 financial crisis; in both jurisdictions, unemployment rates dropped between 4% from 2011 to 2021.

Exhibit 21: Unemployment Rate, Snohomish County, Washington State, 2011-2021

Source: Bureau of Labor Statistics Quarterly Census of Employment and Wages



Commuting Patterns

Exhibit 22 illustrates inflow and outflow characteristics of workers in Marysville.⁶ “Outflow” reflects the number of workers living in the City but employed outside of it, “inflow” measures the workers that are employed in the City but live outside the area, and “interior flow” reflects the number of workers that both live and work in the City of Marysville.

⁶ This data is produced by the American Community Survey by coupling respondents’ answers to questions about their residence and workplace locations.

As shown in Exhibit 22, just under 9,000 workers commute into Marysville, just over 24,200 workers commute out, and around 2,200 workers both live and work in Marysville.

Exhibit 23 shows the top five most common commuting destinations for outgoing commuters. As the largest city in Snohomish County, commuters are likely commuting to Everett to work for larger companies (such as Boeing). Arlington has a large manufacturing area around the Arlington Airport that provides aerospace subcontracting jobs. Finally, Seattle or Bellevue workers may live in Marysville for lower housing costs but commute into either full or part-time jobs (particularly with the rise of working from home).

Exhibit 22: Commuter Flows, Marysville, 2021

Source: US Census Bureau, On the Map Census

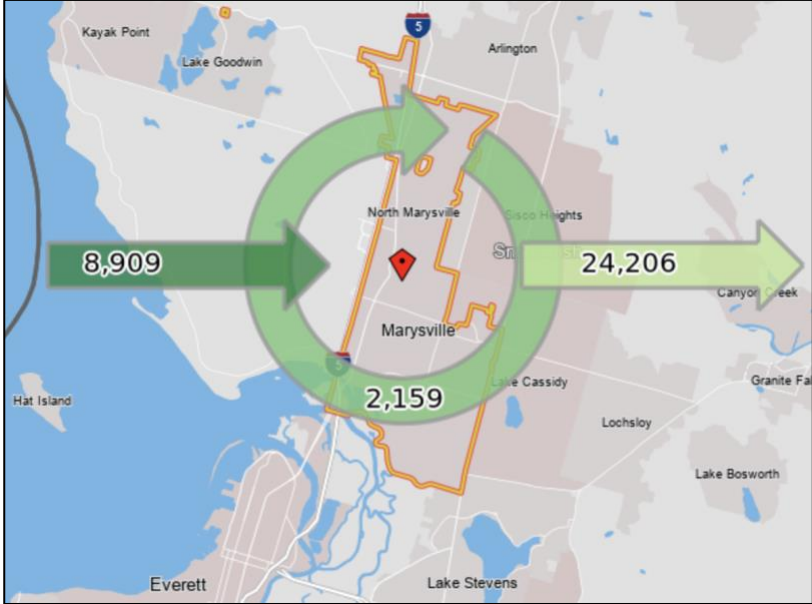


Exhibit 23: Outflow Commuter Destinations, Marysville, 2021

Source: US Census Bureau, On the Map Census

Commuting Destination	Share of Commuters
Everett	22.3%
Seattle	11.4%
Arlington	4.4%
Bellevue	4.1%
Lynnwood	2.2%

Note: 39.5% of respondents selected “other”, not shown here.

3. Housing Characteristics

This section provides an overview of housing trends in Marysville relative to Snohomish County and other comparison geographies to better understand local market conditions and their implications. Included in these trends are housing unit production, type of housing available, housing sales prices, and vacancy rates since these indicators are key for comprehending housing needs. This analysis includes:

- An overview of existing housing stock
- Residential development trends
- Income restricted housing stock

- Housing market trends
- Housing affordability trends

Existing Housing Stock

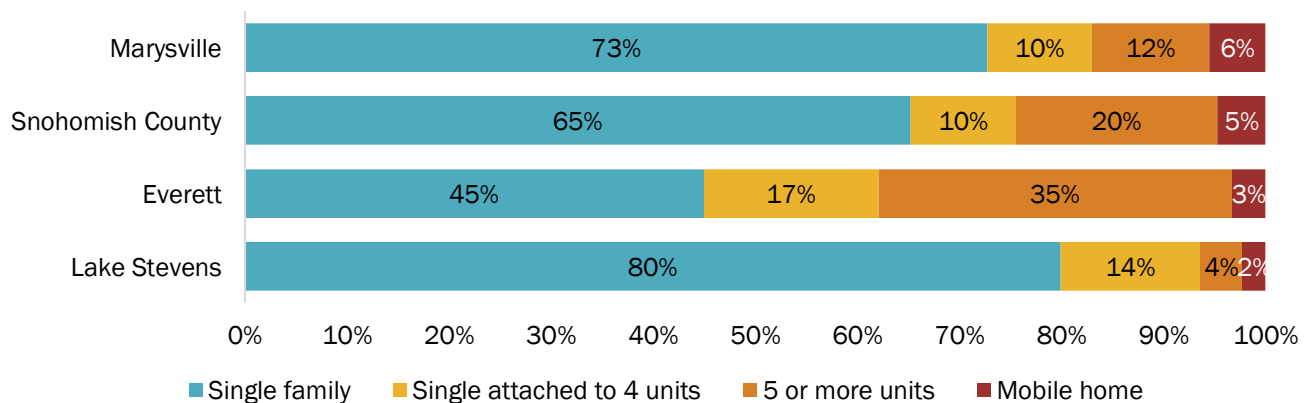
This section examines Marysville’s existing housing stock, including unit mix, rates of homeownership, and vacancy rates. According to ACS data, Marysville had 26,174 housing units as of 2021, the majority of which is single-family dwellings. The majority of occupied housing units are occupied by homeowners.

Housing Unit Mix

Exhibit 24 shows the housing stock by unit type for Marysville and comparison geographies. Marysville’s housing stock is largely single-family homes, similar to both Lake Stevens and Snohomish County overall. Everett’s housing stock is the most diverse of the comparison geographies, likely because it has a much larger population and employment center (Everett’s population is 110,000, 158% that of Marysville’s). Marysville has less middle and multifamily housing than Everett and the County, but more than Lake Stevens. This is potentially because Marysville has more renters (who are more likely to live in multifamily housing) than Lake Stevens but fewer than Everett, and its median annual income falls between the two cities (multifamily housing tends to be more affordable than single-family detached housing). Compared to other cities, Marysville has the highest share of mobile homes.

Exhibit 24: Housing Mix by Unit Type, Marysville and Comparison Geographies, 2021

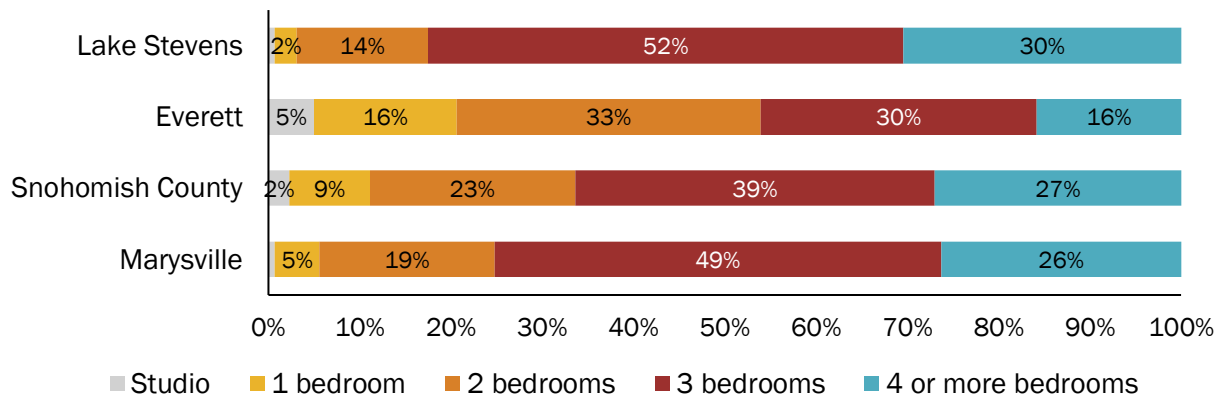
Source: ACS 5-Year Data Tables, 2017-2021



The majority (75%) of Marysville’s housing units have three and four bedrooms. Lake Stevens also has a majority of three- and four-bedroom units, likely reflecting the higher share of families with children in both cities. Everett has a higher share of studios, one-bedroom units, and two-bedroom units, likely reflecting the higher share of single person households, as well as multifamily housing units.

Exhibit 25: Distribution of Number of Bedrooms in Housing Units, Marysville and Comparison Geographies, 2021

Source: ACS 5-Year Data Tables, 2017-2021



Given Marysville’s growing share of two person households, the City will need to consider ways to incentivize the production of more one- to two-bedroom units to meet the needs of smaller households.

Housing Tenure

Household tenure can be reflective of the housing conditions in a particular area, such as a predominance of multifamily versus single-family homes.

Marysville has a much higher rate of homeownership than Everett, but a slightly lower rate of homeownership than Lake Stevens. Overall, Marysville has a similar rate of homeownership as Snohomish County.

Exhibit 26: Housing Tenure, Marysville and Comparison Geographies, 2021

Source: ACS 5-Year Data Tables, 2017-2021

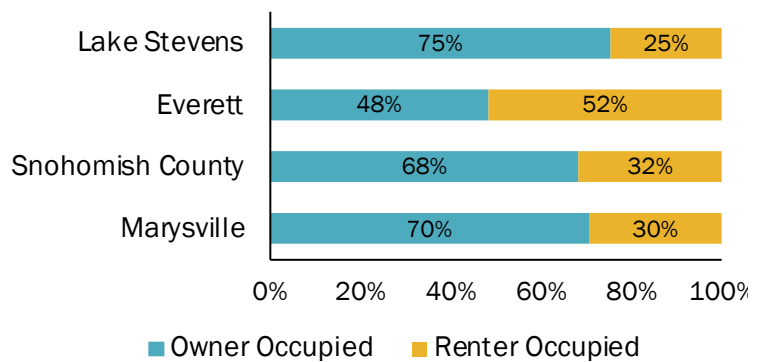


Exhibit 27 shows household tenure rates for Marysville and Snohomish County. In both jurisdictions, the majority of households are owner-occupied, and tenure remained consistent from 2011 to 2021.

Exhibit 27: Housing Tenure, Marysville and Snohomish County, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021

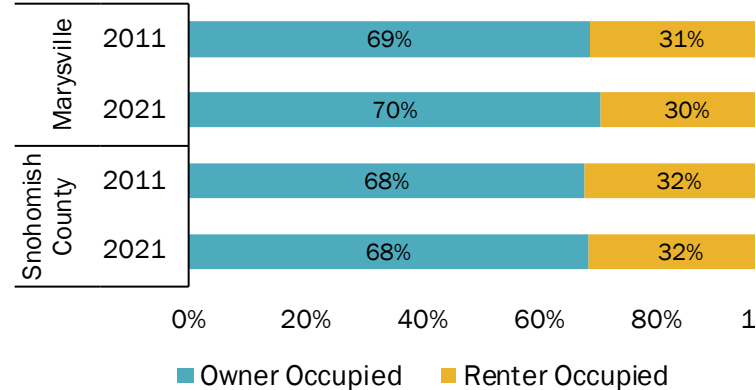
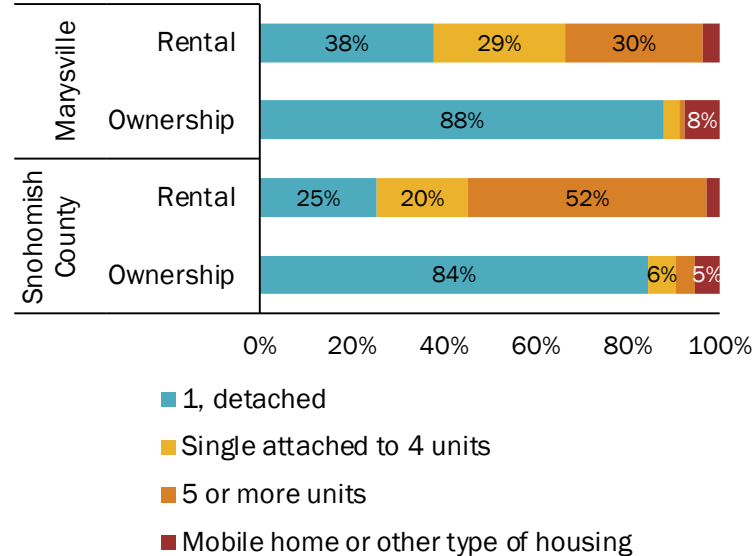


Exhibit 28 shows the majority (88%) of owner-occupied households in Marysville live in a single-family detached unit. The second highest share of owner-occupied housing is “mobile home or other type of housing” (8% of owner households); given the City’s manufactured home stock (see Exhibit 28), these units are likely nearly all manufactured homes.

Exhibit 28: Housing Tenure by Unit Type, Marysville, 2021

Source: ACS 5-Year Data Tables, 2017-2021



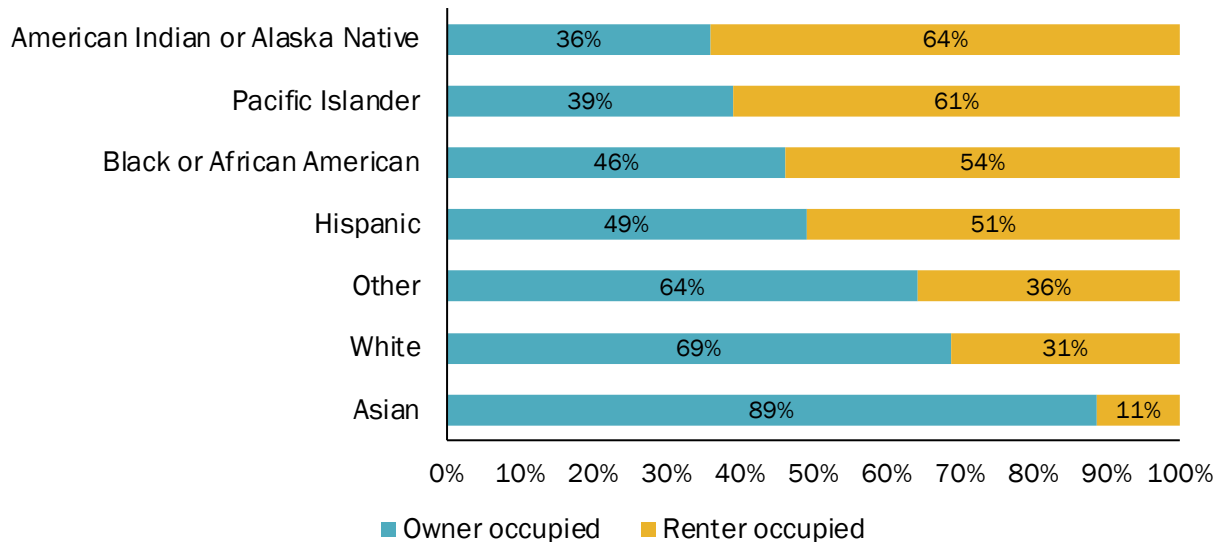
Marysville has a higher share of single family and middle housing rentals than the county, likely corresponding with larger rental household sizes in the City.

Exhibit 29 shows tenure broken out by household race and ethnicity, provided by Housing and Urban Development’s Comprehensive Housing Affordability Strategy (CHAS) data, based on ACS 2015-2019 5-Year Estimates.⁷ Of race and ethnicity categories provided, the majority of households identifying as Asian, White, or “other” owned their homes as of 2019. The lowest homeownership rates were among American Indian or Alaska Native households (36%) and Pacific Islander households (39%).

⁷ While this data is from 2019, it is the best data currently available for housing information and race in Marysville.

Exhibit 29: Tenure by Race, Marysville, 2015-2019

Source: CHAS 2015-2019



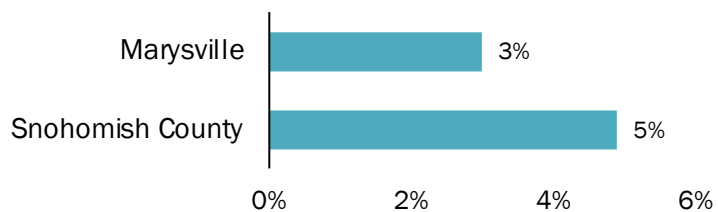
Vacancy Rates

The Census defines vacancy as "unoccupied housing units considered vacant". Vacancy status is determined by how the unit would likely be occupied, e.g., "for rent, for sale, or for seasonal use only." Vacancy rates are cyclical and represent the lag between demand and the market's response to demand for additional dwelling units. Vacancy rates for rental and multifamily units are typically higher than those for owner-occupied and single-family dwelling units.

As of 2021, Marysville had 778 total vacant units, representing 3% of total housing units. Marysville had a lower vacancy rate than Snohomish County (5%).

Exhibit 30: Vacancy Rate, Marysville and Snohomish County, 2021

Source: ACS 5-Year Data Tables, 2017-2021



Residential Development Trends

According to the ACS 5-year estimates, Marysville added approximately 4,300 housing units between 2011- 2021. **This represents a 20% increase to the City's housing stock, while Snohomish County's housing stock grew by 12% between 2011-2021.**

Exhibit 31: Total Dwelling Units, Marysville and Snohomish County, 2011-2021

Source: Source: ACS 5-Year Data Tables, 2017-2021

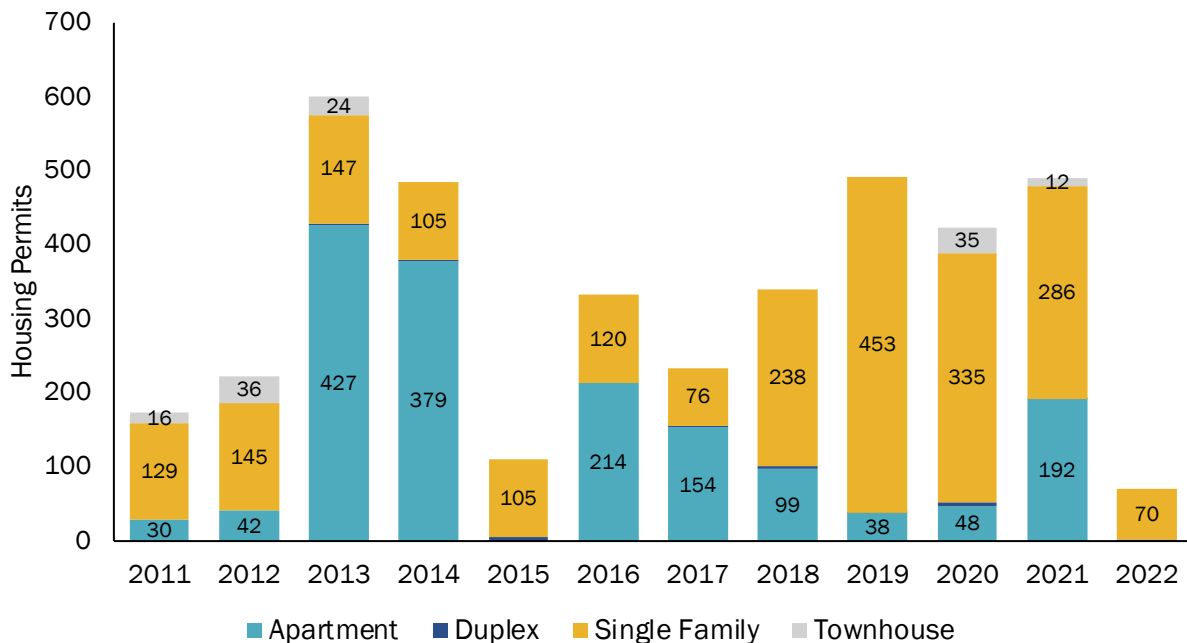
	2011	2021	% Change
Marysville	21,874	26,174	20%
Snohomish County	284,480	318,604	12%

ACS data is survey based and tends to lag in time, so to supplement housing development trends, ECONorthwest examined the City’s building permit data to better understand how many units were built between 2011 and 2022. The permit data used represents the number of building permits “finalized”, meaning final inspections were conducted and certificates of occupancy were issued or occupancy was granted.⁸

According to permit data, Marysville added nearly 4,000 new residential units from 2012 to 2022 (see Exhibit 32). Of these units, approximately 55% were single-family dwellings, 41% were multifamily apartments, and the remaining 4% were townhomes or duplexes. However, by 2018 multifamily development slowed and the City saw an influx of largely single-family development with roughly 71% of new units being single-family and 26% being multifamily. From 2012 to 2022, multifamily apartment projects averaged 18 units each, ranging from three units up to 197.

Exhibit 32: Permit Data, Marysville, 2011-2022

Source: City of Marysville



⁸ Certificates of occupancy are granted for commercial, industrial, and multi-family projects. Occupancy is granted (via a completed inspection card) for single family and duplex development.

Income Restricted Housing Stock

An important component of any community’s housing inventory is the regulated affordable housing stock that is affordable to households earning lower incomes. Regulated affordable housing often has public funding that restricts the maximum incomes of the tenants or restricts the rents that can be charged to ensure that the housing is serving low-income households. This housing is sometimes referred to as government-assisted housing referencing the public funds for the property. These restrictions vary by the type of funding and the affordability level of the property, and typically have a limited duration, in which the property is affordable for a specified period of time.

Marysville has 1,368 income restricted housing units across 18 properties.

Exhibit 33: Income Restricted Units, Marysville, 2022

Source: City of Marysville; Housing Preservation Database

Project Name	Affordability	Funding Source	Income Restricted Units	Total Units in Building
LIHTC				
Quilceda Creek		LIHTC	203	204
Villas at Lakewood	50% of AMI and below	LIHTC	238	240
Vintage at Lakewood		LIHTC	197	197
Beachwood		LIHTC	25	25
Meadow Park Apartments		LIHTC	44	45
Westend Apartments		LIHTC	133	133
Wellington Apartments		LIHTC	66	67
Cedars on 67 th		LIHTC	129	131
Alder Commons		LIHTC	17	18
Winterhill Apartments		LIHTC	147	150
Harmony House North		202/811	15	15
Pilchuck II Apartments		USDA	30	31
Marysville Quilceda Meadows		202/811	16	17
Beachwood Apartments			10	25
Wishing Well Apartments		USDA	29	40
Twin Lakes Landing 1	50% of AMI and below		50	50
Twin Lakes Landing 2	50% of AMI and below		60	60
HASCO Cedar Avenue Apartments	50% of AMI and below		4	26

Housing Market Trends

This section describes changes in sales prices, rents, and housing affordability in Marysville in 2011 and 2021. Where data is available, this section compares Marysville’s housing costs to Snohomish County and the comparison cities of Everett and Lake Stevens. In the past decade, housing costs in Western Washington have risen dramatically, buoyed by the strong economy,

low housing production, and high demand for housing throughout the region. Like other regional jurisdictions, housing costs for both ownership and rental housing in Marysville have increased substantially.

Ownership Housing

As of December 2022, the median home price in Marysville was \$605,000, slightly lower than the median home price in Lake Stevens, and around \$55,000 higher than that of Everett. The median home price in Marysville was around \$55,000 lower than the County as a whole.

Exhibit 34: Median Home Sales Prices, Marysville and Comparison Geographies, December 2022

Source: Redfin

\$605,000
Marysville

\$660,000
Snohomish County

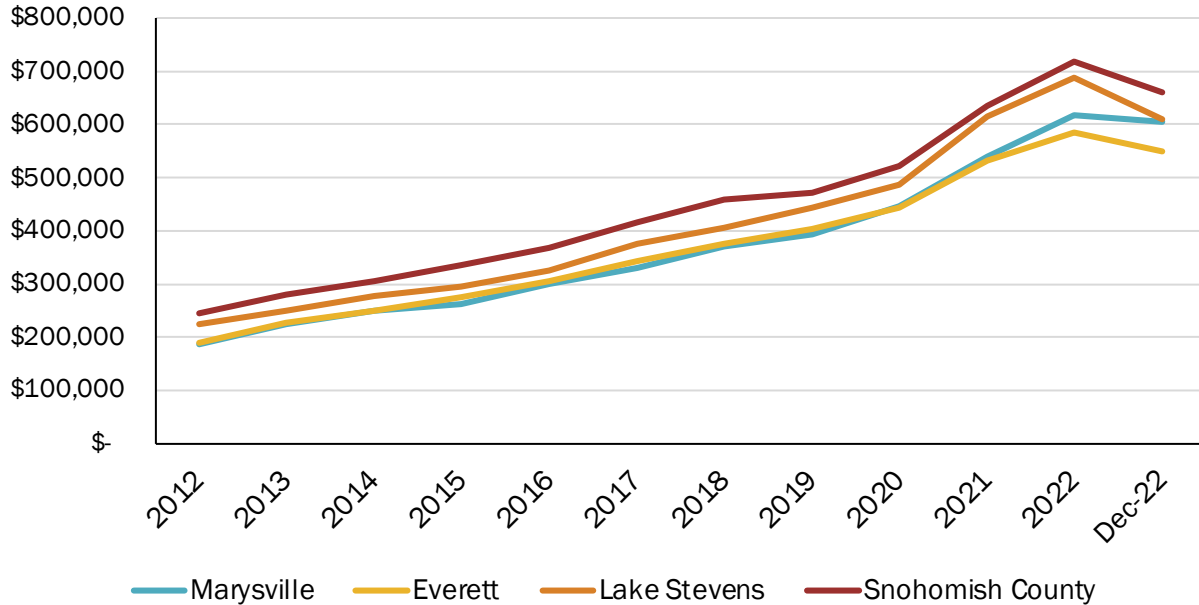
\$550,000
Everett

\$610,000
Lake Stevens

Similar to comparison jurisdictions, the median home sale price in Everett rose at an average pace of around 17% per year from 2012 to 2020, before increasing in pace from 2020 to 2022 (around 20% per year). Overall, the median home sale price in Marysville rose 223% from 2012 to 2022, a higher pace than both Everett (189%) and Lake Stevens (172%), as well as the County overall (169%). While Marysville had the lowest home prices of these jurisdictions from 2012 to 2020, its median home sales price surpassed Everett's in 2020. In all four jurisdictions, the median home sales price peaked in 2022. Over the course of 2022, median home prices declined slightly, with Marysville experiencing the smallest decline (2%). Stable home prices in Marysville, while nearby jurisdictions saw declines, reflects ongoing demand and less speculation prior to the recent post-COVID-19 housing market downturn.

Exhibit 35: Median Home Sales Prices, Marysville and Comparison Geographies, 2012-2023⁹

Source: Redfin



Rental Housing

According to ACS data, the median rent in Marysville is \$1,548. This is a slightly lower rate than the median rent in Lake Stevens and the County overall, but slightly higher than the median rent in Everett.

Exhibit 36: Median Rent Rates, Marysville and Comparison Geographies, 2021

Source: ACS 5-Year Data Tables, 2017-2021

\$1,548
Marysville

\$1,641
Snohomish County

\$1,426
Everett

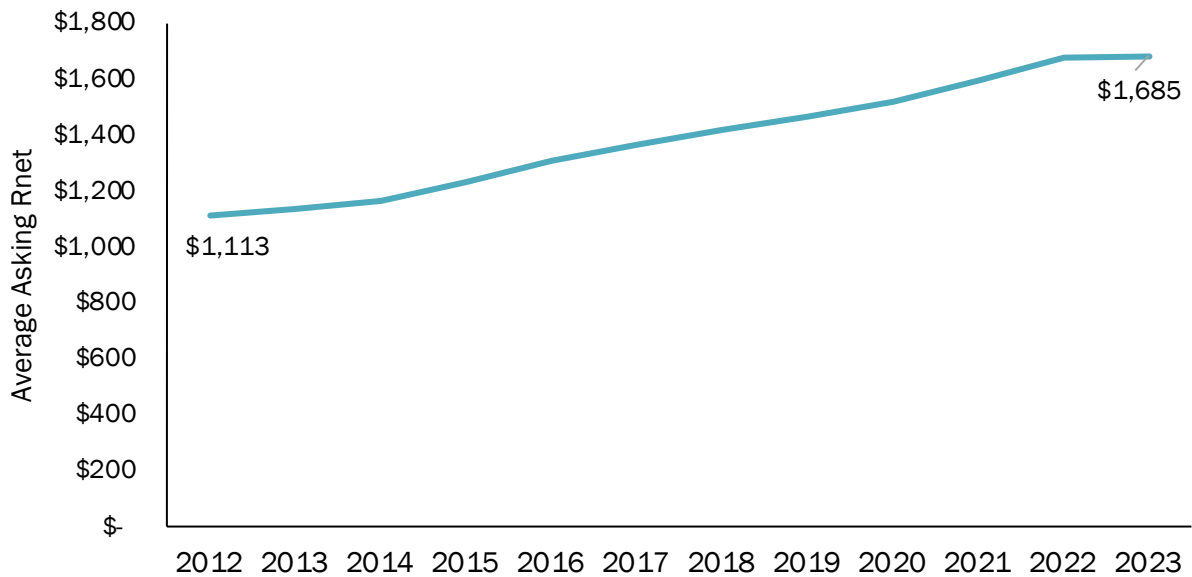
\$1,803
Lake Stevens

Because rents can often increase faster than ACS data is reported, we typically prefer to include an analysis of local rents from multiple data sources. According to CoStar data, average 2021 multifamily rents in Marysville were \$1,597 per unit per month, just slightly higher than reported by ACS data. As of early 2023, CoStar reported the average multifamily apartment rent was \$1,685 per unit per month. As shown in Exhibit 37, rents in Marysville increased 53%, or just over \$650 per unit per month, from 2012 to early 2023.

⁹ Chart shows the average of the monthly median home sales prices for each year.

Exhibit 37: Average Multifamily Rents, Marysville, 2012-2023

Source: CoStar



Housing Affordability

Housing costs are typically the largest portion of a household budget, and typically include mortgage or rent payment, utilities, interest, and insurance. The Department of Housing and Urban Development’s guidelines indicate that households paying more than 30 percent of their income on housing experience “cost burden” and households paying more than 50 percent of their income on housing experience “severe cost burden.” Using cost burden as an indicator is one method of determining how well a city is meeting its community need to provide housing that is affordable to all households in a community.

Housing cost burden can put low-income households in vulnerable situations and force them to make trade-offs between housing costs and other essentials like food, medicine, or transportation. This unstable condition can also lead to rental evictions, job instability, school instability for children, and homelessness. Cost burdening for owner-occupied households is less common because mortgage lenders typically ensure that a household can pay its debt obligations before signing off on a loan. In addition, mortgage costs generally remain fixed, protecting ownership households from unexpected housing costs (such as rent increases). While rates of cost burden decreased slightly in Marysville in the past decade, around 32% of households are currently cost burdened.

Cost Burdened Households

Exhibit 38 shows rates of cost burden by tenure for Marysville. In Marysville, 32% of overall households are cost burdened, with 19% of households spending greater than 30% of gross income on rent and 13% spending more than 50%. Renters are more likely to be cost burdened than homeowners, with 49% of renters spending greater than 30% of gross income on rent.

Exhibit 38: Cost Burden, Marysville, 2021

Source: ACS 5-Year Data Tables, 2017-2021

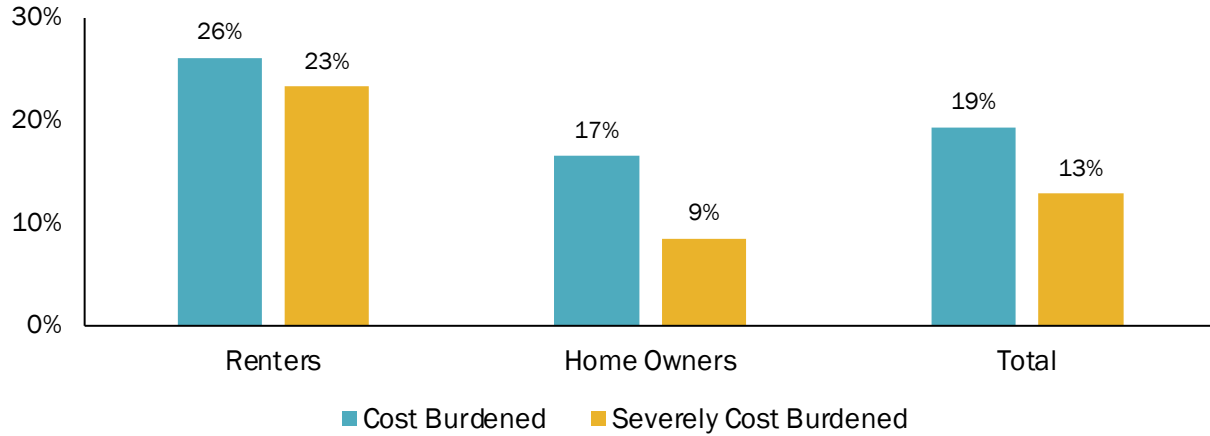


Exhibit 39 compares cost burden rates between Marysville and Snohomish County, which are similar. In both jurisdictions, renters are more likely to be cost burdened than homeowners, with 49% of renters in both regions experiencing cost burden. In Marysville, 26% of homeowners are cost burdened, a slightly higher share than the County (25% of homeowners).

Exhibit 39: Cost Burden by Tenure, Marysville and Snohomish County, 2021

Source: ACS 5-Year Data Tables, 2017-2021

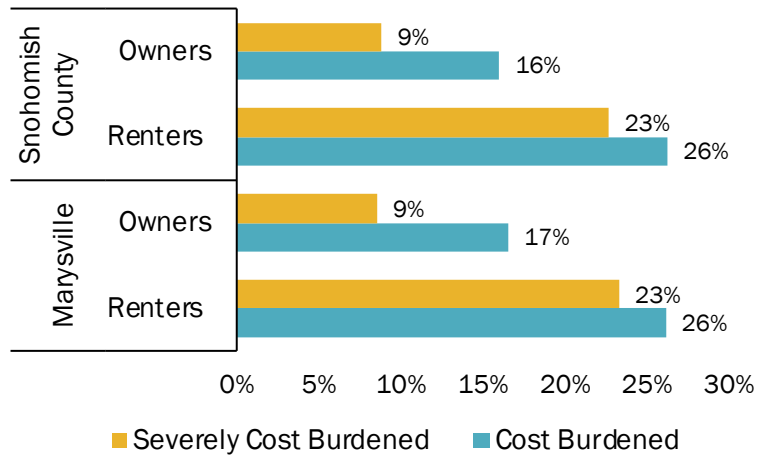


Exhibit 40 shows the change in cost burden (broken out by household tenure) from 2011 to 2021. Rates of cost burden declined for both renters and homeowners in Marysville from 2011 to 2021, likely corresponding to the increase in median household incomes over the time period, as well as the share of households earning more than \$100,000 annually. The share of cost burdened homeowners decreased more than that of renters, with a decrease of 14 percentage points over the time period. The share of cost burdened renters decreased by 3 percentage points.

Exhibit 40: Change in Cost Burden, Marysville, 2011-2021

Source: ACS 5-Year Data Tables, 2007-2011, 2017-2021

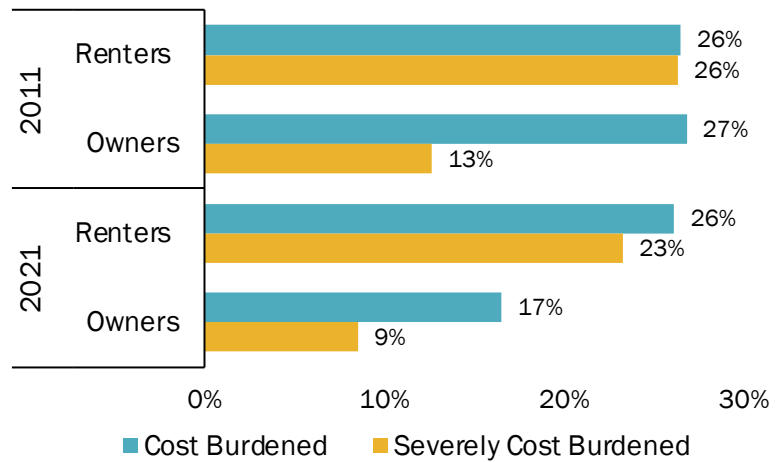
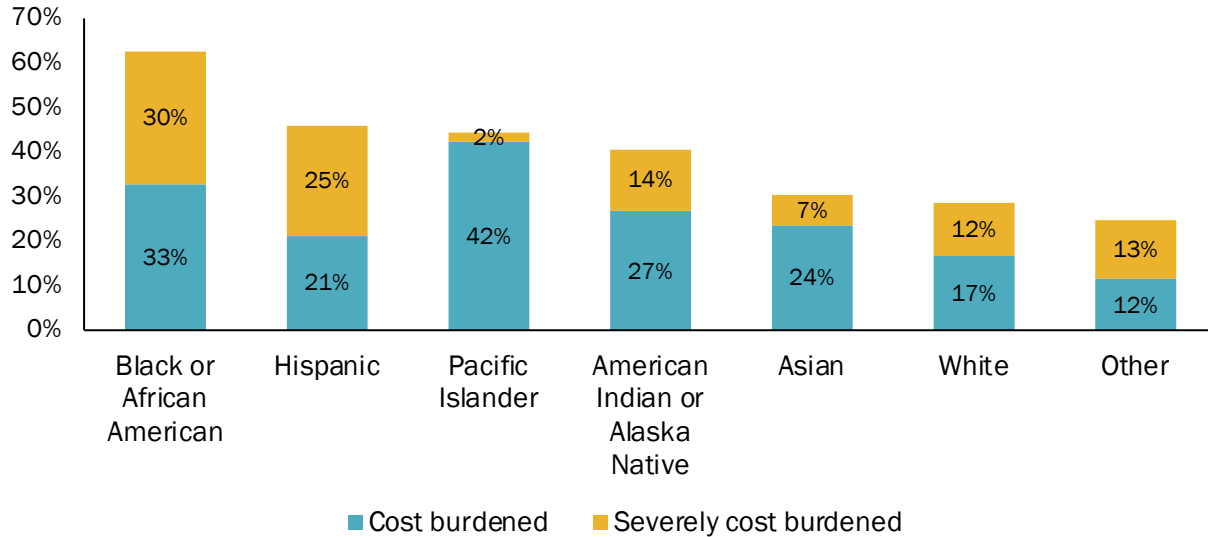


Exhibit 42 shows rates of cost burden by race, provided by HUD CHAS data. Exhibit 41 shows that households identifying as Asian, White, or “Other” have the lowest rates of cost burden (and the highest rates of homeownership) in Marysville. Households identifying as Black have the highest rate of cost burden in Marysville, with the majority (63%) experiencing cost burden.

Exhibit 42: Cost Burden by Race, Marysville, 2015-2019

Source: CHAS 2015-2019



Housing Attainability

The Department of Housing and Urban Development (HUD) sets income limits each year to establish eligibility for its assisted housing programs and to define an area’s Median Family Income (MFI). HUD calculates regional MFI data by county and metro area. HUD data includes Snohomish County as part of the Seattle-Bellevue metro area (MFI of \$134,600). However, the median household income for Marysville is substantially lower at \$92,347. Exhibit 43 below shows the assumptions of what households in the area can reasonably afford to pay on their housing costs without being cost-burdened. However, please note that home sales prices may vary with mortgage interest rate fluctuations, any homeowner association costs, or utility fee variations.

Exhibit 43: Financially Attainable Housing, by Median Family Income (MFI) for a family of two, Seattle-Bellevue Metro Area, 2022

Source: US Department of Housing and Urban Development, Seattle-Bellevue Metro Area, 2022

If your household earns...				
30% of MFI	50% of MFI	80% of MFI	100% of MFI	120% of MFI
\$38,800	\$64,700	\$95,300	\$134,600	\$161,500
Then you can afford...				
\$1,100	\$1,800	\$2,600	\$3,700	\$4,500
monthly rent	monthly rent	monthly rent	monthly rent	monthly rent
\$116,000 - \$136,000	\$194,000 - \$226,000	\$286,000 - \$334,000	\$404,000 - \$471,000	\$485,000 - \$565,000
home sales price	home sales price	home sales price	home sales price	home sales price

The median home sales price in Marysville is \$605,000 as of 2022. A household would need to earn roughly \$200,000, or about 149% of the area MFI to afford the median sales price of housing in Marysville. Because just 19% of households in Marysville had an income greater than \$150,000 per year as of 2021, this suggests less than 19% of current Marysville households would be able to afford the current median home sales price.

It is important to note that Median Household Income is not directly comparable to HUD's MFI. HUD's MFI calculation relies on underlying Census data related to family incomes, and the 100% median is set for families of four. This MHI is for all households – not just families – and households can have a wide range of compositions (e.g., roommates) compared to families. MFI does not capture the incomes of single-person households. Additionally, since Marysville and Snohomish County is captured in the Seattle-Bellevue Metro, MFI for "Marysville" is artificially high because it also includes major areas with high incomes like Seattle, Bellevue, Kirkland, Redmond, etc. Since Marysville's median household income is lower than the HUD MFI, this means that households and families in Marysville may have a more difficult time finding housing that is affordable within their income ranges.

4. Displacement Risk

Displacement risk describes when pressures in the real estate market force households to relocate due to rising housing costs or increased redevelopment potential. ECONorthwest evaluated a combination of different socioeconomic factors to understand in what areas of Marysville vulnerability to displacement is the most concentrated today, and who may be at greatest risk of indirect displacement from future development or increasing rents in the City in the future. The City, in partnership with ECONorthwest, will use this information to inform potential actions that the City could take to mitigate the risk that vulnerable populations could be displaced from their housing.

Below is a summary of the analysis results¹⁰:

- **Marysville has a substantial number of households that are vulnerable and at-risk of displacement, especially in the central corridor along I-5.** 37% of Marysville households live in tracts that display high rates of socioeconomic vulnerability and risk of displacement *should gentrification start occurring*, such as people with less than a Bachelor's degree, Hispanic population, and People of Color (POC).
- **A little over half of Marysville residents live in neighborhoods that are not currently at risk of gentrification.** Approximately 56% of households live in tracts that are either already gentrified or have remained demographically and economically unchanged since 2010.
- **Socioeconomic vulnerability is not always concentrated in areas at risk of displacement/gentrification.** The tracts near I-5 that are both vulnerable and at risk of gentrification are not where overall socioeconomic vulnerability is highest. Combined socioeconomic vulnerability is the highest in tracts to the north and east of the central city.

The following maps will examine results and trends in further detail. The full analysis will be included in an appendix of the final Housing Action Plan.

¹⁰ This analysis is conducted at the Census tract level which do not follow jurisdictional boundaries. Throughout the memo when results discuss households in Marysville, households that technically live outside the City's boundaries are included if their Census tract overlaps with city limits.

Exhibit 44 shows Marysville gentrification risk by census tract. Around 57% of households live in Census tracts that are stable and not showing recent signs of gentrification, characterized by low levels of economic vulnerability, little to no recent demographic change, and a relatively stable housing market. Roughly 18% of households live in Census tracts that are susceptible to or in the early stages of gentrification and displacement, characterized by high levels of economic vulnerability, low rates of demographic change, and proximity to census tracts with increasing housing costs.

Exhibit 44: Gentrification Typology by Tract
 Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest, Bates/BPS

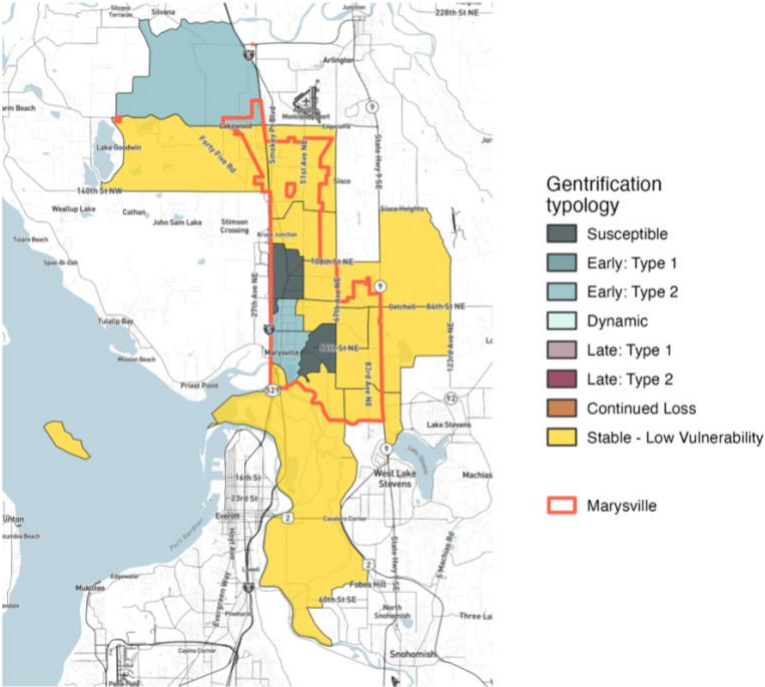
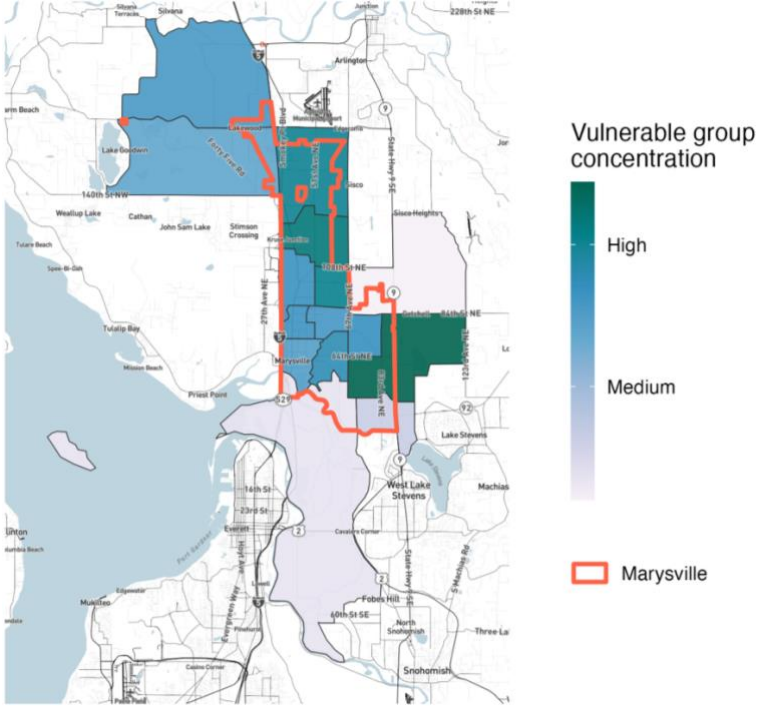


Exhibit 45 shows census tracts by socioeconomic vulnerability. These “high-vulnerability” tracts contain the combined largest shares of the region’s most disproportionately cost burdened demographic groups, such as people without a bachelor’s degree or higher, people of color, and people living with one or more disabilities. Higher-vulnerability tracts in Marysville are mostly found in the North and Eastern areas of the city. Marysville’s most vulnerable tract is one that spans along SR 528/ 64th Street NE, but the demographic groups that could be impacted by rising housing prices can be found across Marysville.

Exhibit 45: Overall Socioeconomic Vulnerability by Tract
 Source: ACS 2010, 2015, 2019 (5-year), RLIS, ECONorthwest



Below, Exhibit 46 and Exhibit 46 combine the results of the gentrification and vulnerability analyses to show Marysville census tracks by both gentrification risk and socioeconomic

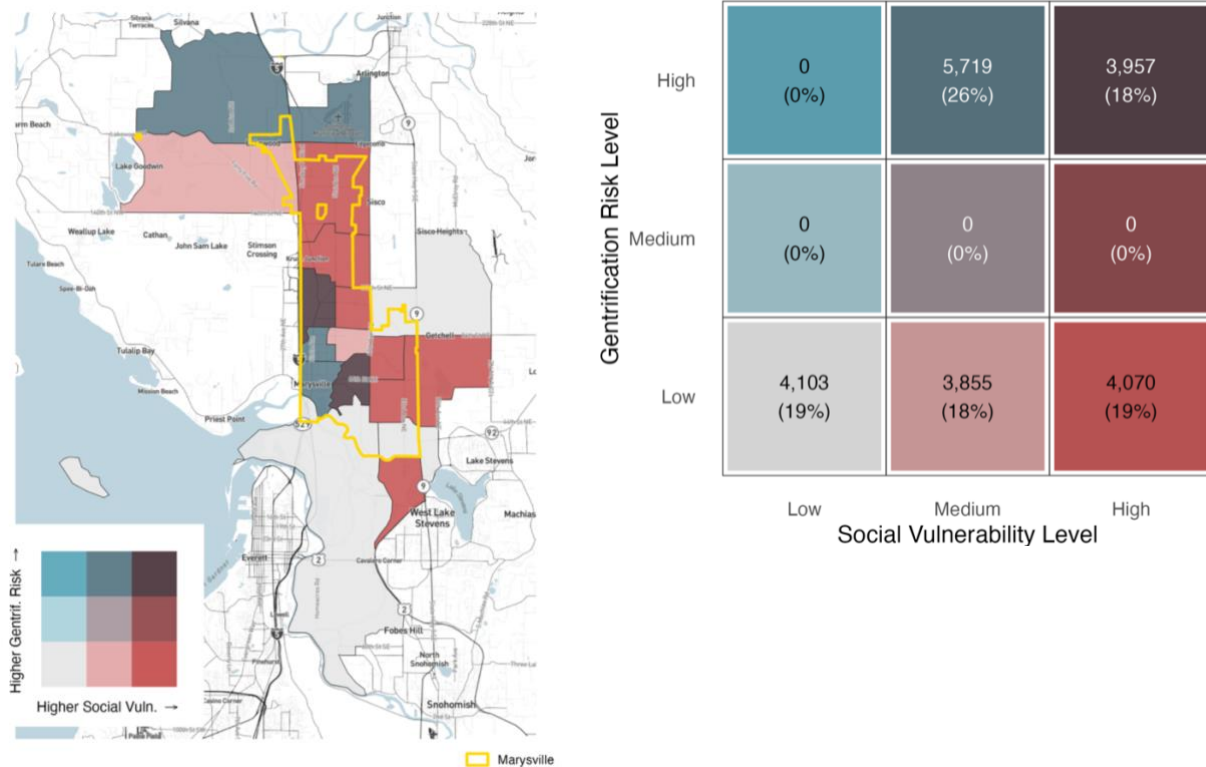
vulnerability. There are two higher-risk census tracts, one tract to the north and the other to the east of the central city area, as shown in the map below.

Significant findings include:

- No Marysville households reside within a tract identified as at moderate gentrification/displacement risk. Rather, Marysville households are split, 44% residing in tracts with high gentrification/displacement risk, and 56% residing in tracts with low risk.
- 19% of households reside in tracts identified as at high social vulnerability risk of housing displacement, but low risk of gentrification. The same portion live in tracts with both low social vulnerability and low gentrification/displacement risk.
- 18% of households are highly vulnerable and at high risk of displacement/gentrification.

Exhibit 46: Composite Gentrification & Socioeconomic Vulnerability Risk, by Tract

Source: ACS 2010, 2015, 2019 (5-year), RLIS, ECONorthwest



5. Future Housing Needs

The City of Marysville will need to accommodate a substantial number of housing units to help meet future housing needs across income levels over the next two decades. Snohomish County has allocated an additional 14,253 new housing units to Marysville between 2020-2044 to accommodate expected population growth. The county distributed these units across income bands to align with state requirements, using a hybrid method that considered both new production and existing affordable housing stock.

As shown in Exhibit 47, the majority of Marysville's allocated growth is in moderate and high income units. However, the city also has significant needs for housing affordable to lower-income households. This includes 2,403 units for households earning 0-30% of the area median income (AMI), 1,281 units for 30-50% AMI, and 1,076 units for 50-80% AMI. Meeting the needs for lower-income households will be particularly challenging. Strategies to accommodate affordable units may include allowing for higher density multifamily housing, providing incentives for affordable development, and partnering with non-profits on subsidized affordable projects.

Overall, Marysville will need to plan for diversified housing growth across income levels. Accommodating the projected 14,253 new units through 2044 will require coordination of land use policies, housing programs, and partnerships to facilitate development. Careful planning can help ensure available and affordable housing for all of Marysville's current and future residents.

Exhibit 47: Housing Allocations by Income, City of Marysville, 2044, Method C¹¹

Source: Snohomish County

Income Bracket	Housing Units
0-30% PSH	2,403 units
0-30% AMI	1,281 units
30-50% AMI	1,076 units
50-80% AM	0 units
80-100% AMI	0 units
100-120% AMI	2,403 units
<120% AMI	7,090 units

¹¹ Snohomish County's Planning Advisory Committee (PAC) HO-5 Report working group considered three different alternative approaches to allocating growth by income band. These approaches consisted of: accommodating housing needs through new production (Method A), accommodating housing based on total affordable housing within a City "fair share" method (Method B), and accommodating housing through a hybrid of Methods A and B (Method C). Method C was ultimately selected.

Appendix B: Displacement Risk Analysis

The City of Marysville is preparing for their upcoming 2024 Comprehensive Plan Periodic Update. HB1220 requires cities and counties to identify areas that may be at higher risk of displacement and establish anti-displacement policies as part of their Housing Elements included within the Comprehensive Plan.

ECONorthwest is currently working with the City of Marysville to develop a Housing Needs Assessment and Housing Action Plan that will greatly inform the development of the City's Housing Element and the overall Comprehensive Plan Update. To meet new requirements under HB 1220, ECONorthwest conducted a gentrification and displacement risk analysis.

The City, in partnership with ECONorthwest, will use this information to inform potential actions that the City could take to mitigate the risk that the City's most vulnerable populations would be displaced from their housing.

Below is a summary of the analysis results¹:

- **Marysville has a substantial number of households that are vulnerable and at-risk of displacement, especially in the central corridor along I-5.** 37% of Marysville households live in tracts that display high rates of socioeconomic vulnerability and risk of displacement *should gentrification start occurring*, such as people with less than a Bachelor's degree, Hispanic population, and People of Color (POC).
- **A little over half of Marysville residents live in neighborhoods that are not currently at risk of gentrification.** Approximately 56% of households live in tracts that are either already gentrified or have remained demographically and economically unchanged since 2010.
- **Socioeconomic vulnerability is not always concentrated in areas at risk of displacement/gentrification.** The tracts near I-5 that are both vulnerable and at risk of gentrification are not where overall socioeconomic vulnerability is highest. Combined socioeconomic vulnerability is the highest in tracts to the north and east of the central city.

In the following sections, we will examine results and trends in further detail. A detailed overview of the methodologies used in this analysis can be found in Appendix A.

¹ This analysis is conducted at the Census tract level which do not follow jurisdictional boundaries. Throughout the memo when results discuss households in Marysville, households that technically live outside the City's boundaries are included if their Census tract overlaps with city limits.

What neighborhoods are at most risk of gentrification and displacement?

The most at-risk neighborhoods are in the central and northern areas of Marysville, while the more stable, low-risk neighborhoods make up the rest.

The majority of households (~55%) live in Census tracts that are stable and not showing recent signs of gentrification, while around 44% are in susceptible or early stage areas (Exhibit 2).

The Downtown and central most tracts in Marysville are at risk (see Exhibit 1). Downtown and Central Marysville (along I-5) have census tracts that are considered Susceptible to gentrification or in the Early: Type 2, meaning that:

- a) it has a high share of economically vulnerable households while also being around census tracts that have had high rates of home sale appreciation or rent appreciation, or
- b) it has vulnerable populations, is experiencing demographic change and nearby tracts have appreciating home values.

Exhibit 1 shows Marysville gentrification typology by census tract. Below is a summary of the typologies used in this analysis.

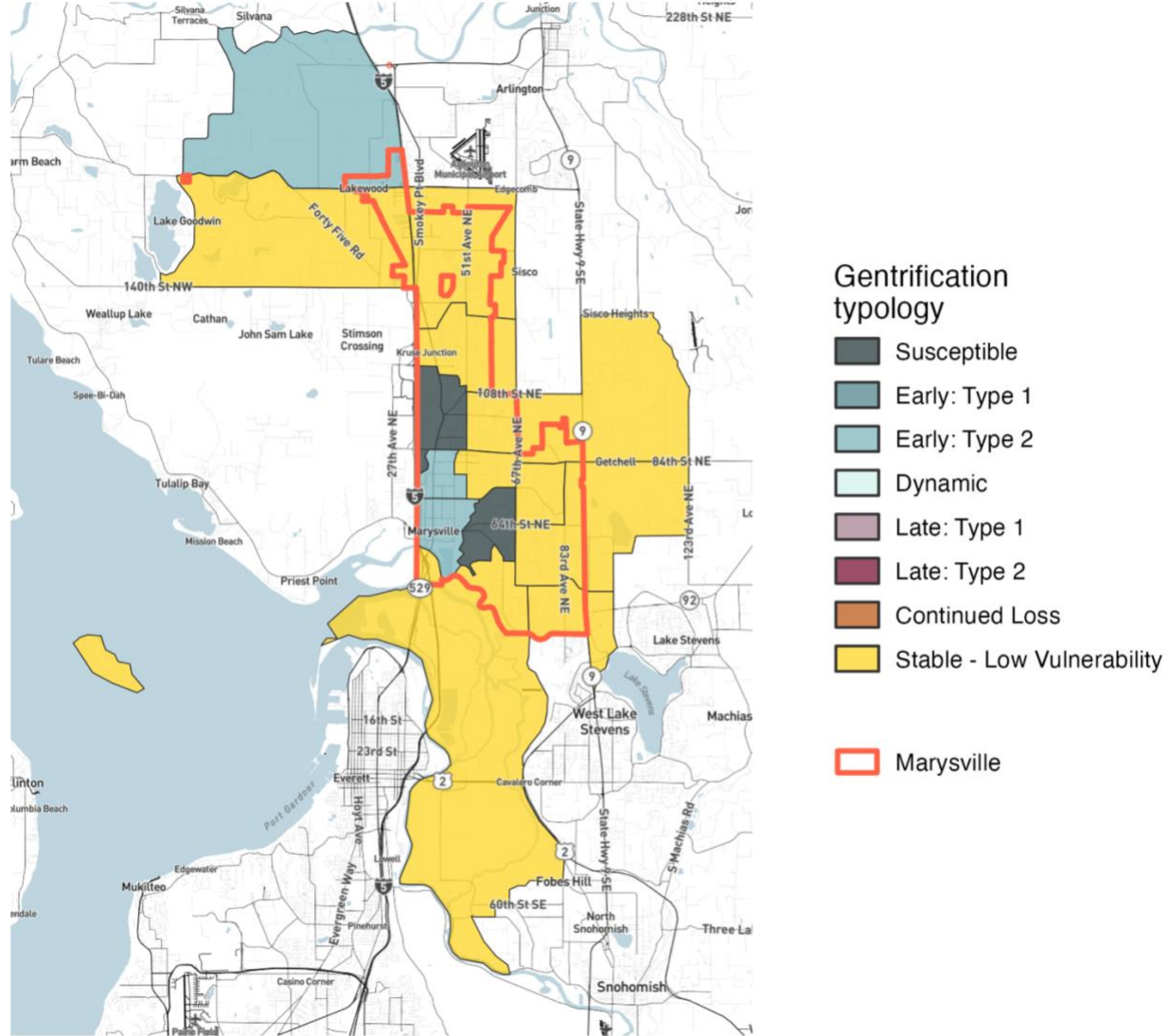
- **Early-Stage Gentrification.** These tracts have not started to gentrify or show early signs that they could be gentrifying.
 - **Susceptible.** These tracts have higher shares of vulnerable populations but have not yet experienced demographic changes. Their housing market sales and rents were low or moderate in costs, but they are adjacent to tracts whose housing costs are already high or are increasing rapidly.
 - **Early: Type 1.** These tracts have higher shares of vulnerable populations but have not yet experienced demographic changes. Their housing market is still low or moderate in cost but has experienced high appreciation since 2010.
 - **Early: Type 2.** These tracts have higher shares of vulnerable populations but have experienced demographic changes showing the loss of vulnerable populations. Their housing market is low or moderate in costs, but they are adjacent to tracts whose housing costs are already high or are increasing rapidly.
- **Mid-Stage Gentrification.**
 - **Dynamic.** These tracts are currently undergoing gentrification. They have higher shares of vulnerable populations and have experienced demographic changes by losing vulnerable populations. Their housing market is still low or moderate in costs but has experienced high appreciation since 2010.
- **Late-Stage Gentrification.** These tracts have mostly gentrified but vulnerable populations may still reside there. The housing market has completely shifted from low or moderate to high housing costs.

- **Late: Type 1.** These tracts have higher shares of vulnerable populations but have experienced demographic changes by losing vulnerable populations proportionally. Their housing market used to be low or moderate in 2010 but has appreciated rapidly since, and now values are high.
- **Late: Type 2.** These tracts no longer have high shares of vulnerable populations like they used to in 2010. They have experienced demographic changes by losing their once-high share of vulnerable populations. Their housing market is still low or moderate but has experienced high appreciation since 2010.
- **Continued loss.** These tracts no longer have high shares of vulnerable populations like they used to in 2010 or in 2015. The share of White people is growing and/or the share of people with a four-year degree is growing. Their housing market used to be low or moderate in 2010 but has appreciated rapidly since, and now values are high.²
- **Stable Low-Vulnerability Communities.** These tracts are ones that have had historically low levels of vulnerable populations relative to the region (from 2010-2021).

² Asian households are included in the gentrification output, but not the social vulnerability as noted in footnote 4.

Exhibit 1. Gentrification Typology by Tract

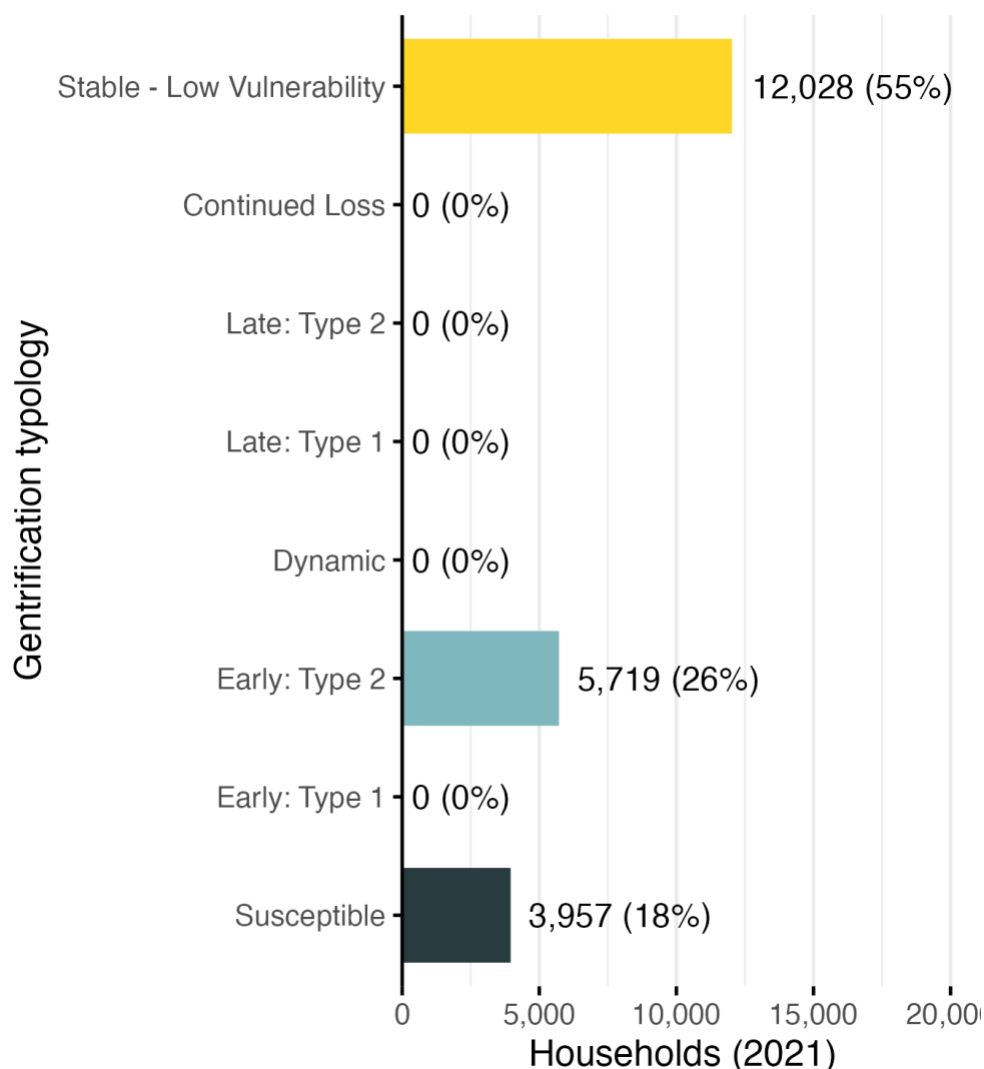
Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest, Bates/BPS



About 18% of Marysville households live in a tract that is classified as in the **Susceptible** stage of gentrification, as shown in Exhibit 2. While this does not necessarily indicate that *all* 18% of those households are each at risk of gentrification, it indicates that most households in those tracts show signs of housing instability relative to its surrounding region.

Exhibit 2. Total Marysville Households by Tract Gentrification Typology

Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest



Neighborhood-Level Observations Results

Gentrification can be quite a nuanced topic. While the data presents one story about an entire census tract, Marysville’s neighborhoods, that may be in the process of gentrifying, may be a much smaller portion of that census tract and present a different story.

For Marysville, two tracts fall under the definition of **Susceptible**. This typology is characterized by having high levels of economic vulnerability, low rates of demographic change, and having nearby tracts (called “adjacent” tracts) becoming more valuable (rents and/or sale prices appreciating quickly) between 2010 and 2021. These central tracts should be where the City focuses active monitoring to make sure that residents who are already cost-burdened are not forced to leave due to gentrification.

Most tracts in and around Marysville are classified as **Stable – Low Vulnerability**. This typology is characterized by low levels of economic vulnerability, little to no recent

demographic change, and a housing market that has already appreciated or has stayed relatively flat in the last 10 years.

Where do Marysville’s most vulnerable residents live?

While the previous section provides information on how tracts in Marysville have or have not gentrified³, this does not answer the question of which neighborhoods and demographic groups are most disproportionately burdened by housing costs. To address this issue, ECONorthwest developed a separate Socioeconomic Vulnerability model using ACS/census datasets to determine which tracts in Marysville are most acutely and unequally burdened by housing prices – the implication being that, should trends hold, the most burdened households today will likely be the first to be displaced tomorrow.

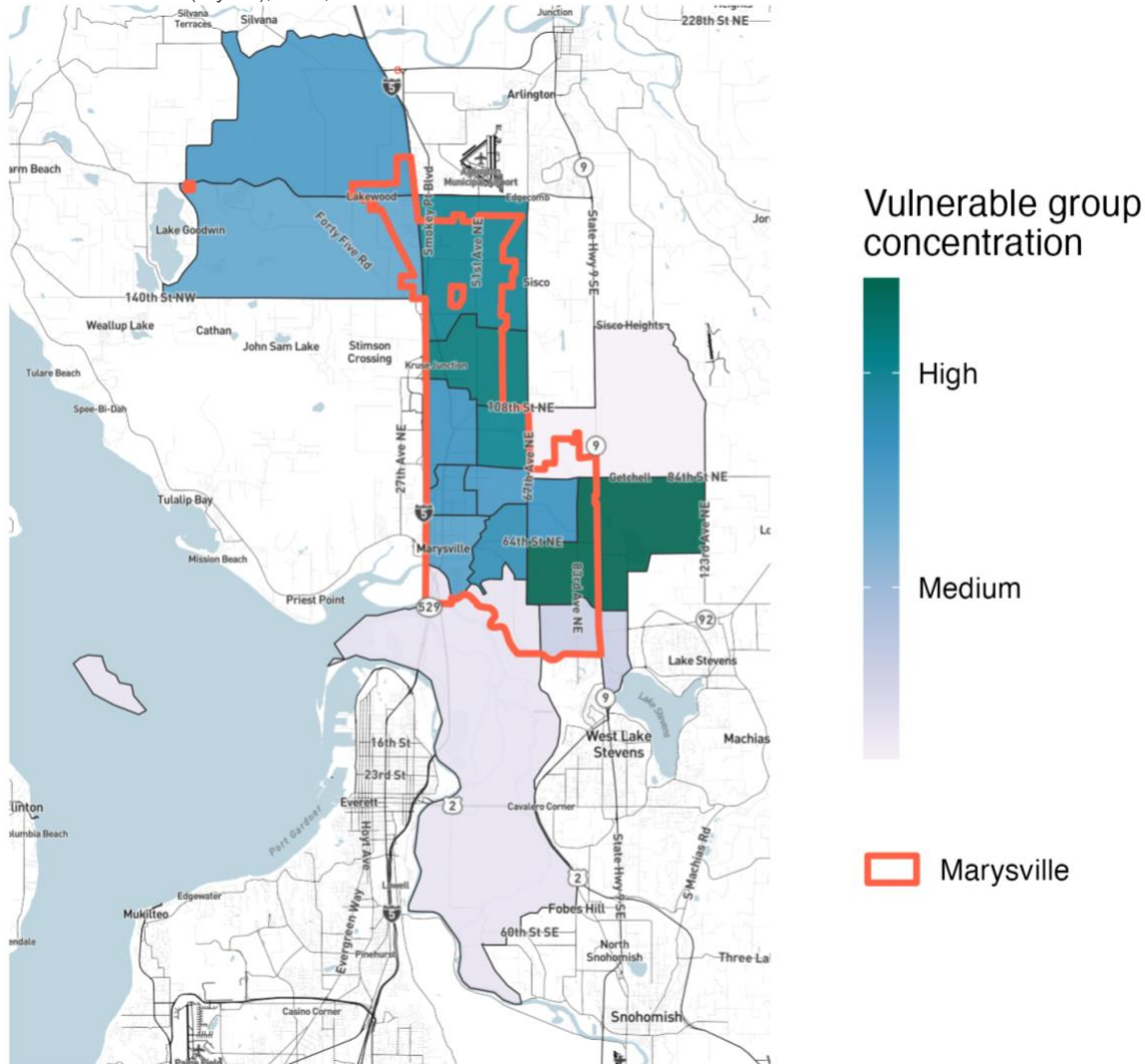
Tracts showing the highest levels of vulnerability are mainly clustered around Marysville’s northern and eastern boundaries.

Exhibit 3 shows the results of the Socioeconomic Vulnerability Model. These “high-vulnerability” tracts contain the combined largest shares of the region’s most disproportionately cost burdened demographic groups, such as people without a bachelor’s degree or higher, People of Color, and people living with one or more disabilities. Low-vulnerability tracts in Marysville are mostly found in the northern and eastern areas of the City. Marysville’s most vulnerable tract is one that spans along SR 528/ 64th Street NE, but the demographic groups that could be impacted by rising housing prices can be found across Marysville.

³Due in part on Dr. Lisa Bates/BPS methodology. More information on that methodology can be found in Appendix A.

Exhibit 3. Overall Socioeconomic Vulnerability by Tract

Source: ACS 2021(5-year), RLIS, ECONorthwest



Who is most likely to be displaced if housing market conditions continue to appreciate or stay the same?

Some interesting trends include a noticeable clustering of all demographic groups along Marysville’s central region, along with more People of Color, people with disabilities, and lower education levels household shares in Marysville’s central east neighborhood area. Exhibit 4 shows the results of our Socioeconomic Vulnerability Analysis, broken out by each demographic group examined.

Across the state of Washington, having less than a Bachelor’s degree was the strongest determinant of cost-burdened households. Marysville’s largest vulnerable group is 25 and older with less than a Bachelor’s degree, though this group can also include relatively more financially secure elder or retired residents. The weighting is determined at the regional level by calculating the difference between the group’s share of burdened households and the group’s

share of all households - the larger this disproportion, the higher weighting a particular demographic group receives.

Exhibit 4. Vulnerable Group Concentration by Tract

Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest

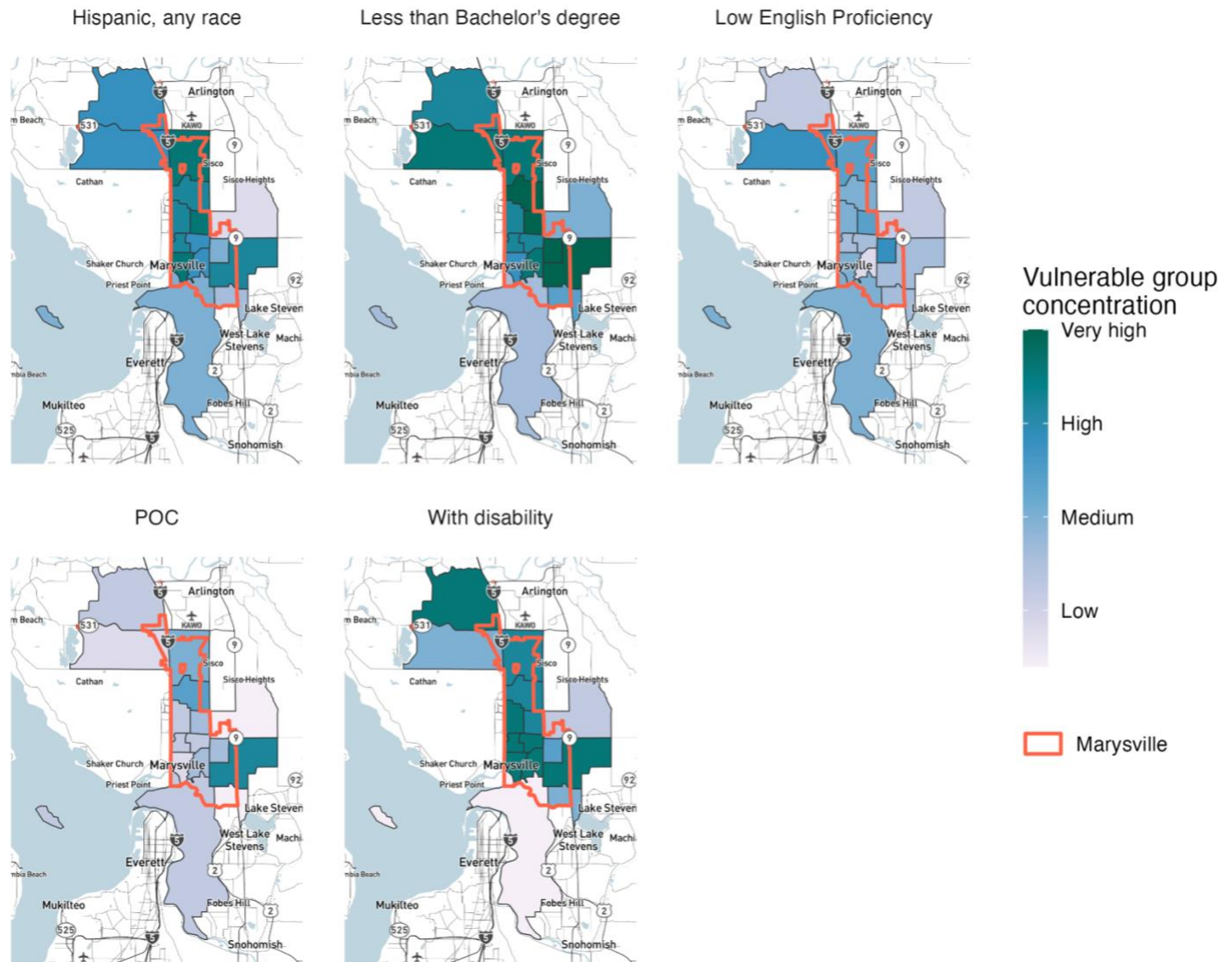


Exhibit 5 depicts the combined Socioeconomic Vulnerability Model results in terms of number of households that reside in tracts with intersecting gentrification typologies and socioeconomic vulnerability groupings. For instance, we find that the most common intersection of our model are the 31,328 people living in Stable – Low Vulnerability tracts and having an educational attainment of less than a bachelor’s degree. These demographic groups are not mutually exclusive, so many households would be counted in multiple groups (i.e., a POC individual with a disability would be counted twice).

Exhibit 5. Estimated Households or Population by Vulnerability Group and Gentrification Typology

Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest

Gentrification Typology	Stable - Low Vulnerability	6,141	31,328	1,124	9,602	5,042
	Continued Loss	0	0	0	0	0
	Late: Type 2	0	0	0	0	0
	Late: Type 1	0	0	0	0	0
	Dynamic	0	0	0	0	0
	Early: Type 2	2,326	8,091	201	2,053	2,002
	Early: Type 1	0	0	0	0	0
	Susceptible	1,582	6,240	133	1,788	1,443
		Hispanic, any race (Population)	Less than Bachelor's degree (Population)	Low English Proficiency (Population)	POC (Population)	With disability (Population)
Vulnerable Group						

Most socioeconomically vulnerable residents in Marysville are in the “Less than Bachelor’s Degree” group, which falls in line with high degrees of housing cost-burdening across the state of Washington. This sub-group is the most common within Marysville’s **Susceptible** tract, followed by POC, Hispanic, and residents with a disability. Likewise in the **Early: Type 2** category, the vulnerable groups follow a similar pattern as the Susceptible groups. In Marysville’s **Stable – Low Vulnerability** tracts, residents with less than a Bachelor’s degree are again the most common, followed by Hispanic, any race, POC, and residents with a disability.

Where do areas with higher gentrification risk and vulnerable populations intersect?

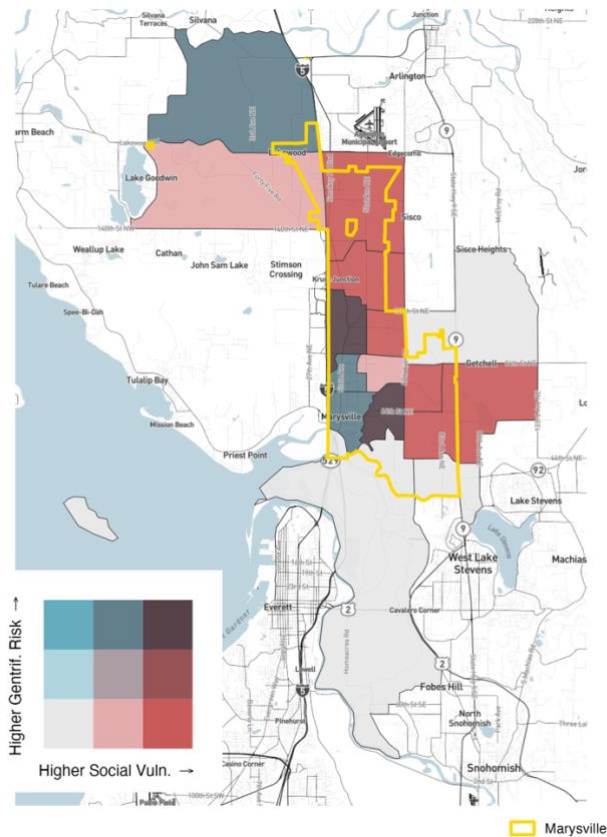
Highly vulnerable neighborhoods exist along the I-5 corridor.

Marysville has few vulnerable tracts when considering displacement risk. Except for two tracts to the immediate north and east of the central downtown area, our model does not show an unusually strong relationship between gentrifying and more socioeconomically vulnerable tracts in Marysville. This overall trend may be because most of the tracts that are around those with high levels of gentrification risk have “cooler” housing markets than the tracts with higher gentrification risks. In our analysis, those tracts were considered Stable, thus the risks of being displaced due to gentrification is low because of the housing market’s attributes (not having particularly high levels of rental and home value appreciation) and level of demographic change (no change).

Exhibit 6 shows areas with higher gentrification risk and areas with higher social vulnerability.

Exhibit 6. Composite Gentrification & Socioeconomic Vulnerability Risk, by Tract

Source: ACS 2010, 2015, 2021 (5-year), RLIS, ECONorthwest



Indicators of **higher gentrification risk** include:

- high shares of low-income households,
- changing socioeconomic demographics as compared to the region
- rising prices of housing for sale and rent

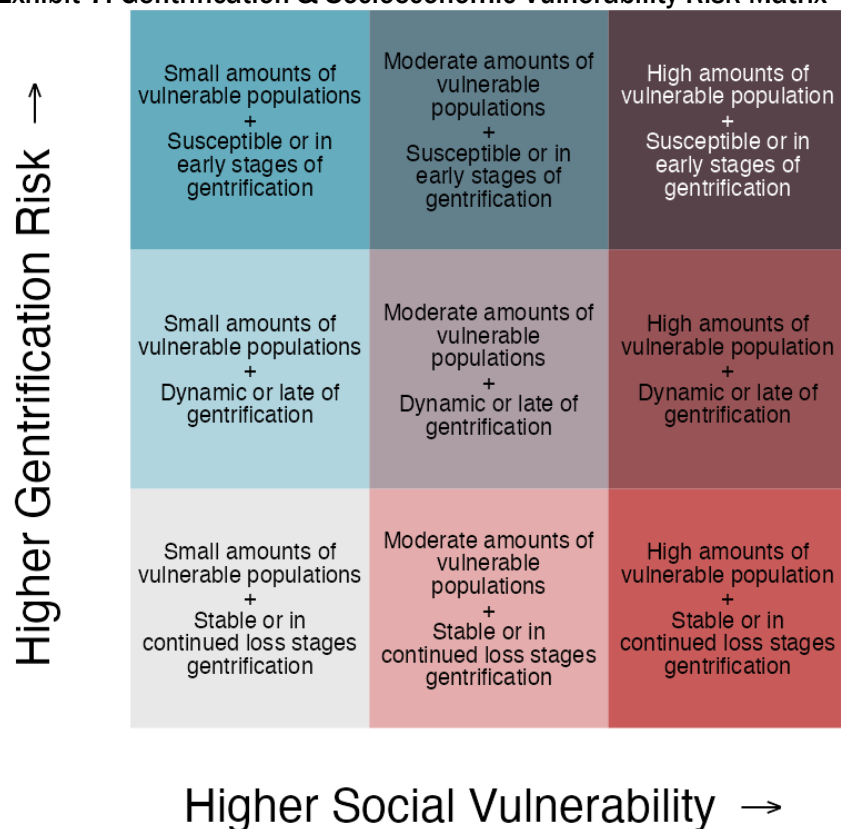
Indicators of **higher social vulnerability** include:

- higher shares of the region’s POC or Hispanic population
- higher shares of the region’s population without a bachelor’s degree or higher

Exhibit 7 provides more context about the risk for gentrification and the level of social vulnerability presented above. It also describes the gentrification risk and social vulnerability at each corner of the matrix presented in Exhibit 8.

- **Top row, left side – in blue.** These areas are at risk of displacing existing populations but the populations in these areas are generally less vulnerable as compared to the region. This may also indicate that neighborhoods nearby are experiencing appreciations in home sales and rents.
- **Top row, right side – in dark grey.** These areas are the highest risk of displacement of existing vulnerable population, such as lower-income households, People of Color, Latino households, or other vulnerable populations.
- **Bottom row, left side – in light grey.** These are areas with little risk of displacement and few vulnerable populations.
- **Bottom row, right side – in dark pink.** These areas have little existing risk of displacement but are home to vulnerable populations.

Exhibit 7. Gentrification & Socioeconomic Vulnerability Risk Matrix



Most Marysville residents live in neighborhoods that are not currently at risk of gentrification

Nearly one-fifth (19%) of Marysville residents live in Census tracts that combine a low gentrification risk and a low socioeconomic vulnerability level, while nearly another fifth (18%)

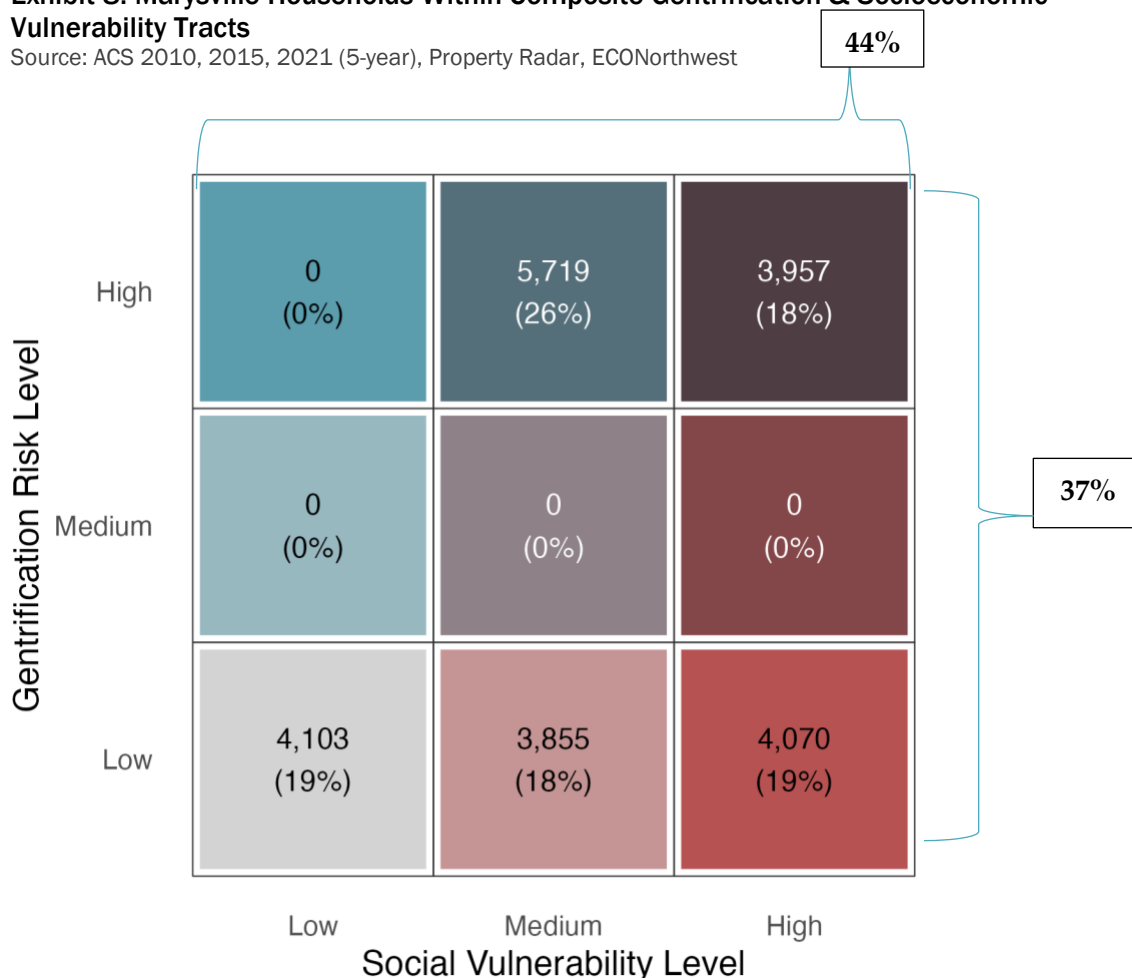
live in an inverse category – that of high socioeconomic vulnerability and high gentrification risk.

Exhibit 8 shows a summary of the percentage of the Marysville population in each of the groupings shown in Exhibit 6 and Exhibit 7.

- No Marysville households reside within a tract identified as at moderate gentrification/displacement risk. Rather, Marysville households are split, 44% residing in tracts with high gentrification/displacement risk, and 56% residing in tracts with low risk.
- 19% of households reside in tracts identified as at high social vulnerability risk of housing displacement, but low risk of gentrification. The same portion live in tracts with both low social vulnerability and low gentrification/displacement risk.
- 18% of households are highly vulnerable and at high risk of displacement/gentrification

Exhibit 8. Marysville Households Within Composite Gentrification & Socioeconomic Vulnerability Tracts

Source: ACS 2010, 2015, 2021 (5-year), Property Radar, ECONorthwest



Implications and Next Steps for the Housing Needs Analysis

This analysis shows several areas of downtown and south-central Marysville are in early stages of gentrification or at-risk of gentrification, while also being home to many of Marysville's more socioeconomically vulnerable households. This central portion of Marysville is bounded to the north and east by tracts that, while low in terms of gentrification/displacement risk, are high in terms of socioeconomic vulnerability. As neighborhoods that were once low-income begin to appear as appealing to new residents, it is important to recognize that the people living in those neighborhoods may not have the same economic opportunities as the people moving in.

Marysville may want to take steps to further understand potential for gentrification and potential displacement of vulnerable population, such as conducting additional research about areas at risk for gentrification to better understand the demographic characteristics of people who may be displaced.

The Housing Action Plan may include actions to preserve existing affordable housing, stabilize households, and prevent future displacement and gentrification.

Appendix C: Public Engagement Plan

Marysville Housing Action Plan

Public Engagement Plan

Updated October 27, 2023

Project Description

The City of Marysville received a grant from the Washington State Department of Commerce to assist with the City’s upcoming Comprehensive Plan Update. The City has allocated a portion of the funding to the development of a Housing Action Plan (HAP). The HAP will play a crucial role in updating the City’s Housing Element, provide context for its Land Use Element, and will better ensure that the City’s housing needs are met in a sustainable and equitable manner.

The process for developing the HAP is as important as the HAP itself – it aims to engage residents, workers, businesses, nonprofit organizations, service providers, and other key stakeholders to uncover qualitative data and stakeholder stories that pertain to the scope of the HAP. This public engagement plan outlines strategies and approaches for gathering feedback and input on perceptions of housing issues and choices, policy recommendations, and barriers to housing affordability and availability.

A public engagement plan is an essential tool for sound project management. Its core purpose is to identify strategies and methods to inform stakeholders of program goals, timelines, and outcomes. The results of this process will present a current snapshot of the issues, stakeholder perspectives, opportunities, and outlook for housing.

Public engagement will be a joint effort between staff from Broadview Planning (BvP), ECONorthwest (ECONW), and the City of Marysville (MV). Engagement will be conducted through four iterative, reinforcing approaches: stakeholder interviews, focused conversations, an online survey, and a community town hall. Throughout the process, outreach efforts will include current, relevant, and resonant updates to websites, social media, and other materials. This plan should be considered a living document, evaluated on a regular basis, and improved over time.

Project Team

Below is list of the staff and consultants involved in the project. Details on specific roles and responsibilities can be found in the project summary table at the end of this plan. Members of the project team will meet on a regular basis to make updates to this plan as necessary.

Who	Role
Angela Gemmer, MV	Project manager, project team, internal city co-lead
Haylie Miller, MV	Project team, internal city co-lead
Lee Ann Ryan, ECONW	Consultant project manager, project team
Tyler Bump, ECONW	Project team
Andrea Petzel, BvP	Engagement + facilitation lead, project team
Valerie Pacino, BvP	Survey lead, engagement support

	Anne Holland, BvP	Engagement support
	Sara Belz, BvP	Engagement support
Community Profile	<p>The first step in developing Marysville’s HAP was a Housing Needs Assessment (HNA), completed by ECONW in March 2023. The HNA provides a deeper understanding of the City’s housing market dynamics, unmet housing needs, and population and housing projections for the next 20 years using the 2021 5-year American Community Survey (ACS) data, the most current data available.</p> <p>The complete HNA is available online. The following are key data points that could influence decisions on the overall public engagement process.</p> <ul style="list-style-type: none"> - Median Age: 37 years. <ul style="list-style-type: none"> o The largest age group is 20 to 44 years of age, representing ~36% of the population. o Marysville experienced the greatest decrease in the share of residents under 20 years of age. o The City’s smallest group are those over the age of 65. - Median household income: \$89,000. - Race: <ul style="list-style-type: none"> o 70% White; 13% Hispanic; 7% Asian 6% 2 or more races; 2% Black. - Average Household size: 2.7 people (2.3% decrease from 2011). <ul style="list-style-type: none"> o 57% are either 1-person or 2-person households (10% increase from 2011). o Households with 3+ persons shrank from 52% about 43%. - 70% of homes are owner-occupied. <ul style="list-style-type: none"> o The largest share of households that rent have a household size of 4 or more. o Ownership households tend me be smaller, with the largest share containing 2 residents. o Share of single-person households that owned decreased substantially between 2011 and 2021 (from 25% to 18 %). - Just under 9,000 workers commute into Marysville, just over 24,200 workers commute out, and around 2,200 workers both live and work in Marysville. 	
Outreach Framework	<p>The International Association of Public Participation’s (IAP2) Spectrum of Public Participation is a framework for assessing and determining outreach intent and implementation.¹ HAP public participation falls within the inform, consult, and involve goals.</p>	

¹ The IAP2 spectrum is designed to assist with the selection of the level of participation that defines the public’s role in any public participation process (www.iap2.org).

IAP2 Spectrum of Public Participation



IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

INCREASING IMPACT ON THE DECISION

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

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Outreach Goals

- Conduct outreach that helps tell the qualitative story of the city's housing opportunities and challenges from a variety of perspectives.
- Balance outreach as a tool for educating on the need for affordable/diverse housing, and input on the HAP.
- Actively seek out and engage residents, especially populations that are historically underrepresented in traditional planning processes, and ensure input is representative of Marysville's changing cultural and demographic diversity.
- Develop and maintain a consistent communications strategy between the City of Marysville and its residents, ensuring equitable messaging and "closing the loop" by integrating input into the final HAP.
- Establish and communicate the significance and impact of the project, providing a clear connection between community involvement and how input can inform tangible outcomes.
- Educate the public on options and opportunities for increased housing density housing in Marysville.

Nexus with other planning projects

Comprehensive Plan Update process, including Sewer Comprehensive Plan, Water Comprehensive Plan, and Transportation Plan.

Key Stakeholders

Key stakeholders are individuals who have interest, expertise, and/or influence in the project. These are people the project team will communicate with through a variety of channels and with myriad messages throughout the lifetime of the outreach process. BvP will conduct stakeholder interviews and Marysville staff will

	assist with contact information, scheduling meetings, and developing an initial stakeholder list that will be updated as necessary.
Engagement Approaches	<p>All methods of gathering insight and information will have equal footing. Participating in a live event or sending in an email will carry equal weight.</p> <p>1. Stakeholder Interviews + Analysis Outreach objective: 10 stakeholder interviews</p> <p>During this phase of outreach, we will identify and interview key stakeholders to inform HAP outcomes, generate awareness of the project, build support for future outreach opportunities, and recruit participants for focus groups. Other benefits of stakeholder interviews include:</p> <ul style="list-style-type: none"> - Connecting with individuals who aren't comfortable providing input in large group formats. - Developing a deeper understanding of different perceptions of housing issues and through a variety of approaches to messaging with stakeholders. - Building initial support among partners to help spread the word and build momentum for the project. - Discovering new stakeholders and potential outreach partners for focus groups. - Identifying opportunities to tailor future public involvement strategies to meet the needs of diverse groups throughout the project so that they represent an appropriate snapshot of Marysville's communities. - Informing elected officials of the project so that they can be aware, and supportive, of the project and the public involvement process. - Gaining a greater understanding of contextual opportunities, constraints, and sensitivities. <p>Next Steps: Finalize stakeholder list, review, and approve draft questions, and schedule interviews. Update/create project website prior to beginning interviews.</p> <p>2. Focused Conversations Outreach objective: Hold three focused conversations with representative stakeholder groups and three working groups with internal City staff.</p> <p>Group conversations will focus on assessing housing opportunities and constraints with key stakeholder groups involved in, or impacted by, Marysville's housing issues such as: affordable housing providers, developers, real estate agents, tribes, and human service providers. We will also include a group of residents, who will tell their own housing stories, rather than speaking through the lens of a representative organization. Focus groups will be held in person, when feasible, or online.</p> <p>Next steps: Finalize stakeholder list and schedule first staff conversation. This phase will start after interviews are complete, or nearly complete.</p>

	<p>3. Community Survey Outreach objective: Field an online survey to vet recommendations with the public.</p> <ul style="list-style-type: none"> - Survey will focus on the outreach stage where we are vetting perspectives on recommendations, not the initial inputs into developing recommendations. - Translated into Spanish. <p>Next steps: TBD – after recommendations are developed.</p> <p>4. Town Hall / Planning Commission Outreach objective: Host an in-person town hall to vet recommendations prior to a working session with the Planning Commission.</p> <p>Next steps: TBD – after recommendations are developed.</p> <p>5. Website updates Outreach objective: Serve as a forum for the public to receive ongoing and timely project updates, information, and meeting dates.</p> <p>Next steps: BvP to review and send City staff a framework and language for talking about the project.</p> <p>6. Snap Poll Outreach objective: Provide a quick, interactive way for people to learn about and engage with the project. Help raise awareness and gather insight into housing and livability.</p> <p>Next steps: BvP to draft poll questions for review and approval.</p> <p>7. Materials Outreach objective: Provide information during in-person events.</p> <p>Next steps: Draft half-page handout with snap poll questions for City road show.</p>
<p>Key Messages</p>	<p>Coordinated messaging is critical to ensuring stakeholders understand the reason for their participation and how the HAP will benefit their communities. Messages should be changed when required to serve different audiences and scenarios. At the outset of this process the project team identified the following key messages:</p> <ul style="list-style-type: none"> - The Growth Management Act (GMA) requires local housing plans to identify a range of different housing types that match community needs and provide housing options for people of all income levels. (RCW 36.70A.070). - Washington State Department of Commerce awarded Marysville a grant, a portion of which is being used to develop a Housing Action Plan. The grant encourages all cities planning under the GMA to adopt actions to increase and diversify housing options.

	<ul style="list-style-type: none"> - Safe and affordable places to live are connected to the other essential conditions for wellbeing – effective schools, access to vital services, and living-wage jobs. Our work to advance social justice through housing will ensure that communities are designed and developed to allow fuller participation in economic, social, and political life. 																								
Risks	<p>As with all public involvement projects, success is based on public participation and clear communication with stakeholders. All communication efforts involve risk. By anticipating and preparing for potential issues at the outset, we can minimize the likelihood or impact of threats to the success of this outreach process.</p> <p>Like the rest of this public engagement plan, this section will evolve as the issues, threats, and risks the engagement process faces will change as it develops. Brainstorming strategies and solutions with the internal team will be critical to the process' success and is a cornerstone of adaptive management. We've identified several risks, including:</p> <ul style="list-style-type: none"> - Difficulty reaching underserved communities – non-English speaking, people experiencing homelessness, and low-income populations. - Successfully communicating the nuances of housing issues with those who don't understand, or participate in, public processes. - Lack of interest in attending in-person events, or in housing issues in general. - Reticence to share perspectives with government. 																								
Milestones	<table border="1"> <tr> <td data-bbox="399 1083 667 1115">April</td> <td data-bbox="667 1083 1395 1115">Update website</td> </tr> <tr> <td data-bbox="399 1115 667 1146">April-early May</td> <td data-bbox="667 1115 1395 1146">Interviews</td> </tr> <tr> <td data-bbox="399 1146 667 1178">Late April</td> <td data-bbox="667 1146 1395 1178">First focused conversation with City staff</td> </tr> <tr> <td data-bbox="399 1178 667 1209">May-June</td> <td data-bbox="667 1178 1395 1209">Stakeholder Interviews and Focus Groups</td> </tr> <tr> <td data-bbox="399 1209 667 1241">May 10-18</td> <td data-bbox="667 1209 1395 1241">City Roadshow</td> </tr> <tr> <td data-bbox="399 1241 667 1272">May 5/29</td> <td data-bbox="667 1241 1395 1272">Planning Commission – present HNA/outreach plan</td> </tr> <tr> <td data-bbox="399 1272 667 1304">End of June</td> <td data-bbox="667 1272 1395 1304">Engagement summary - interviews</td> </tr> <tr> <td data-bbox="399 1304 667 1335">Mid-July</td> <td data-bbox="667 1304 1395 1335">Draft strategy matrix/recommendations</td> </tr> <tr> <td data-bbox="399 1335 667 1367">September</td> <td data-bbox="667 1335 1395 1367">Launch survey</td> </tr> <tr> <td data-bbox="399 1367 667 1398">October</td> <td data-bbox="667 1367 1395 1398">Draft survey results</td> </tr> <tr> <td data-bbox="399 1398 667 1430">October</td> <td data-bbox="667 1398 1395 1430">Town Hall/Planning Commission</td> </tr> <tr> <td data-bbox="399 1430 667 1461">October</td> <td data-bbox="667 1430 1395 1461">Engagement summary</td> </tr> </table>	April	Update website	April-early May	Interviews	Late April	First focused conversation with City staff	May-June	Stakeholder Interviews and Focus Groups	May 10-18	City Roadshow	May 5/29	Planning Commission – present HNA/outreach plan	End of June	Engagement summary - interviews	Mid-July	Draft strategy matrix/recommendations	September	Launch survey	October	Draft survey results	October	Town Hall/Planning Commission	October	Engagement summary
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Project Summary

	Stakeholder Interviews	Focus Groups	Online Survey	Community Meeting	Briefings/ Presentations	Website/ Social Media
Purpose	Identify issues, engage key stakeholders, build awareness + project support	Identify issues, vet ideas with subject matter experts	Gather community perspectives on draft recommendations	Engage the broader community	Update decision makers, receive guidance and feedback	Provide updates, community resources, announce events
Lead	BvP	BvP	BvP	BvP	MV	MV – posting/final edits
Support	MV- intros	MV- intros	ECNW	MV ECONW	ECONW	BVP- initial drafts
Materials	Interview questions, project website	Interview questions, key data points,	Survey questions	Agenda, PPT presentation, questions	PPT	Social media updates/announcements, website content
Timeline	March-May	June	After draft recommendations	After draft recommendations	Ongoing	Ongoing
Deliverable	Summary of key themes	Summary memo	PowerPoint of results + data	Summary memo	PowerPoint of results + data	Social media content, website updates

Stakeholder Interview and Focus Group Participants

Affiliation	Name(s)
City of Marysville	Angela Gemmer Haylie Miller Terrie Battuello
Housing Hope	Rachel Downs Joan Penny Ashley Schmidt (Board) ²
Housing Authority of Snohomish County	Chris Collier
LINC NW- Marysville Family Resource Center	Ryan Brown
Tulalip Tribe	Julia Gold
Affordable Housing Resident / Twin Lakes Landing Two	Amanda Carter
Lake Stevens School District	Robb Stanton
Lakewood School District	Scott Peacock
Keystone Land and Cornerstone Houses	Mike Impala Joe Lang
Intercorp Homes	Noosha Tashakor Lis Sodano
Village Life	Cher Anderson
Westfar Properties	Joel Hylback
LandPro Group	Patrick McCourt
Windermere Real Estate	Debbie Barger Smith
Keller Williams Real Estate	Mike Hansen
Land Technologies, Inc.	Merle Ash
Real estate investor	Cynthia Dickins

² Ashley Schmidt is also employed by the Tulalip Tribe as a member of its medical staff.

Appendix D: Summary Matrix of the Interviews and Focus Groups

Overarching Strategies	Focus Groups			Interviews			
	Developers	Affordable Housing Providers	Human Services Providers	City Staff	Community Representatives – Underserved/Underrepresented Groups	School District Representatives	Real Estate and Development Representatives
1 Increase Housing Diversity to Expand Rental and Homeownership Opportunities	<ul style="list-style-type: none"> - There may be more demand for market rate multifamily rentals in Marysville. Condos are challenging due to risk of litigation. - Marysville could benefit from allowing unit lot subdivisions for townhouses and Planned Residential Developments (PRD). However, PRD requirements for open space, underground utilities, and other features add to development costs. - Allow more options for increased density, such as cottage housing, smaller residential lots, and reduced townhouse widths. Increasing allowable building heights could also help, as would allowing more residential units on a private drive (e.g., four instead of two). 	<ul style="list-style-type: none"> - Communities should offer a mix of more modest housing types: four-plexes, six-plexes, condos, senior housing, etc. People should be able to start out and downsize within their community. - Workforce and service sector housing for populations like visiting nurses could be explored. 		<ul style="list-style-type: none"> - Condos, "missing middle", entry-level starter homes, low-maintenance residential styles, and downtown housing all needed – particularly to attract younger workers/families. - City needs to think of developers as customers rather than as adversaries. - Opportunities presented by MFTE, aggregation of land, landbanking, and public-private partnerships should be explored. - Marysville does not have a lot of townhouses; developers choose to build single-family, even when multifamily is an option (e.g. Whiskey Ridge). Developers say small lot single-family construction "doesn't pencil." - Marysville residents don't engage in a lot of direct interaction with local government; are more vocal on social media and tend to lean NIMBY. Multifamily development can be met with resistance. - Community is more receptive to single-family and duplex-style homeownership development but some are advocating for affordability. - As a community, Marysville is struggling with rapid growth and what it means to be a bigger community. - City needs to engage in direct/proactive community outreach and education on housing topics. Engagement via social media and the City's 		<ul style="list-style-type: none"> - Around 75% of the 1,800 new housing units in the development pipeline in the Lake Stevens School District will be located in Marysville; this could necessitate the construction of multiple new schools. Critical for school districts to understand details of projected/planned housing development – including size and type of housing. - Concerns about Urban Growth Area and potential implications for Lakewood area; school districts need to be able to respond to growth and cities need to understand the complexity of that. - Interest in exploring potential opportunities to co-locate school and municipal recreational spaces/uses. - School districts need to be able to work with City to identify future school sites that are affordable, walkable, and meet community needs. - Support for cottage housing, ADUs, senior housing, multifamily housing, multigenerational housing. - As Lakewood area grows, a focus needs to be community building and providing services/resources that make it feel like a connected place/neighborhood. Having more of a downtown or community core could be helpful. 	<ul style="list-style-type: none"> - Small homes, small and fee simple lots, cottage housing, four-plexes and six-plexes, townhomes, ADUs – a lot of people want or would be happy with these options. Not everyone wants or needs a yard. - Regulatory needs in Marysville include a Planned Residential Development code, an improved cottage housing ordinance (the current version hasn't produced much), and revised ADU rules that remove the residency requirement and increase (or even remove, in some cases) the size limit for DADUs. The width requirements for townhouses could also be decreased to allow for smaller units. - Small apartment/condo buildings tend to have high pricing and low vacancies – more of this housing type could be beneficial. - City of Marysville generally good to work with but some permitting processes (including for single-family construction) seem overly complicated. - City personnel should be encouraged to think creatively about housing development and the forms it could take. Would like to see increased walkability as well. - Industrial area near airport is changing and could accommodate a lot of new, multifamily development.
2 Create More Housing Stability for Households at Risk of Displacement		<ul style="list-style-type: none"> - Approximately 70% of Marysville households are homeowners and incomes are rising but this is probably due in part to displacement and out-migration. 		<ul style="list-style-type: none"> - Displacement has become a bigger issue in recent years; Arlington and Stanwood are potential alternatives but moving farther north often means a longer commute. - New housing is expensive and starter homes in older neighborhoods often come with less desirable schools. - Limited housing stock in general. 	<ul style="list-style-type: none"> - Half of local Tulalip population lives on reservation, half in Marysville. Housing affordability is a top, critical issue for the Tribe. - Marysville becoming more expensive; challenging for low-income families to obtain safe housing with access to quality schools. 		<ul style="list-style-type: none"> - Increasingly hard to find homes in Marysville for under \$500k – and families tend to want 3+ bedrooms, good schools, etc. Requires two incomes. - Not enough land available to meet current development need and Urban Growth Area is an additional challenge. - Families are doubling up in housing units in order to manage costs. - Arlington and other communities to the north are collectively building hundreds of townhouses; this is where families will go that can't afford Marysville. - Interest in alternative approaches to public infrastructure financing – i.e., models that do not require developers to cover all or a significant portion of costs. Specific concerns about taxing residents/projects in TOD/transit areas at a higher rate. - Design standards in Marysville should be simplified; they are cumbersome, complicate the development process, and increase construction costs to an unnecessary degree.
3 Support the Development of Income Restricted Affordable Housing	<ul style="list-style-type: none"> - Urban Growth Area, City regulatory requirements, fire suppression requirements, design rules, energy mandates, retaining wall/rockery standards, etc., are all impacting the pace of housing development, including the construction affordable and "attainable" market rate units. - Questions about whether density bonuses could be handled differently as they increase cost of housing. - Questions about traffic mitigation costs and whether private developers could be allowed to take on certain projects themselves; belief this could help keep costs down. - All these development costs get passed down to buyer/tenant. City should figure out what people can afford, then find a way to build for that amount. 	<ul style="list-style-type: none"> - Nonprofit housing providers would benefit from development partnerships with municipalities, school districts, and faith-based groups with underutilized land. Cited developer example on Edmonds School District property. - City Council/elected officials need more information and education about local dynamics, including the number of homeless and housing insecure kids. - Negative public responses to affordable housing can kill projects and need is great. 	<ul style="list-style-type: none"> - Suggests building affordable housing with wrap-around services, childcare, etc., near Kellogg Marsh Elementary School. 	<ul style="list-style-type: none"> - In 2013/2014, Marysville saw significant new multifamily development; some community members perceive specific apartment complexes to be "problematic." - Marysville City Council has been reticent to accommodate additional affordable housing development, though they've shown openness to projects in more urbanized areas. - More data is needed about who lives in affordable housing in Marysville, as well as the cost/affordability of some market-rate multifamily projects. 	<ul style="list-style-type: none"> - Tulalip primarily invests in development on the reservation but encourages the City of Marysville to build more affordable housing. - Potential development/partnership opportunities on Tulalip-owned property in Marysville (e.g., near Quilceda and in Plant Farm area). In process of transferring some of this property into a trust, which will shift land use authority to the Tribe. - Current Tulalip project underway on 27th -- provides 84 units on four acres. 		<ul style="list-style-type: none"> - One interviewee discussed past experience developing drug/alcohol recovery housing. Sees a huge need for this housing type but securing and maintaining strong site management is key. - Design standards, landscaping/utility requirements and modulation rules all increase project complexity and costs for affordable housing developers. More financial tools, tax credits, etc., are needed to support affordable housing construction.
4 Plan for Housing to Support Future Employment Growth	<ul style="list-style-type: none"> - Positive commentary about the City's efforts along Cedar Avenue and the waterfront, and investments in public buildings. 			<ul style="list-style-type: none"> - State Avenue Plan (2015) was shelved; could be a path to accommodating future growth if Community Transit service is maintained. - Limited local character/shopping/restaurants could be enhanced – more housing in key locations would support this. - Community identity, neighborhood branding, and/or placemaking could all benefit Marysville. - A lot of people looking for housing in Marysville work in points south (e.g., Everett, Seattle) and are commuting. - Waterfront is underutilized. - Until recently, housing development in Marysville wasn't really thought of as an element of economic development. - Lots of distribution/manufacturing employers in the area and those jobs don't pay enough to cover local housing costs. Huge need for "family wage" jobs in Marysville. - Not all multifamily housing needs to include retail; City should target retail growth to specific locations/intersections, etc. 		<ul style="list-style-type: none"> - There will be continued demand for additional schools as the local population continues to grow and teachers often prefer to live near where they work. - Limited housing options in Lakewood area have negatively impacted the District's ability to recruit staff. 	
5 Take a Proactive Approach to Addressing Homelessness		<ul style="list-style-type: none"> - Resources are needed to be able to move people through transitional housing phase and into a more stable situation. - Wrap-around services are critical to successful housing projects serving the homeless. Addiction, mental illness, trauma, and long-term housing insecurity are all common; need to be able to provide people with the help they need to move forward. 	<ul style="list-style-type: none"> - More funding is needed for rental assistance. - Hundreds of kids enrolled in Marysville and Lakewood School Districts are homeless or housing insecure. - 211 is overburdened. - Transitional housing is needed; providing people with a hotel room for 48 hours is not enough time to get a housing plan together. - City should be more open to creative thinking and taking more risks; believes there is a hesitance to addressing local homelessness driven by NIMBYism, etc. 		<ul style="list-style-type: none"> - Potential opportunities for the development of mobile home parks and/or issuing short-term permits for RVs (some of this is already happening in the Tulalip/Marysville area). - Interest in "safe parking" options that require vetting/separating individuals with addiction issues. - Section 8 is maxed out and a lot of local landlords won't take vouchers. - More resources needed for families with children; very difficult to get housing assistance before you're in crisis/on the street. - In general, homeless services are complicated and hard to navigate. 	<ul style="list-style-type: none"> - Tiny home villages and regulated RV lots could help. Appropriate support services need to be provided as well. 	<ul style="list-style-type: none"> - Need to think creatively about how to design/accommodate mobile home and RV parks; they can also be an affordable housing option for retirees.

Appendix E: Community Survey Results



Marysville Housing Action Plan Community Survey Summary

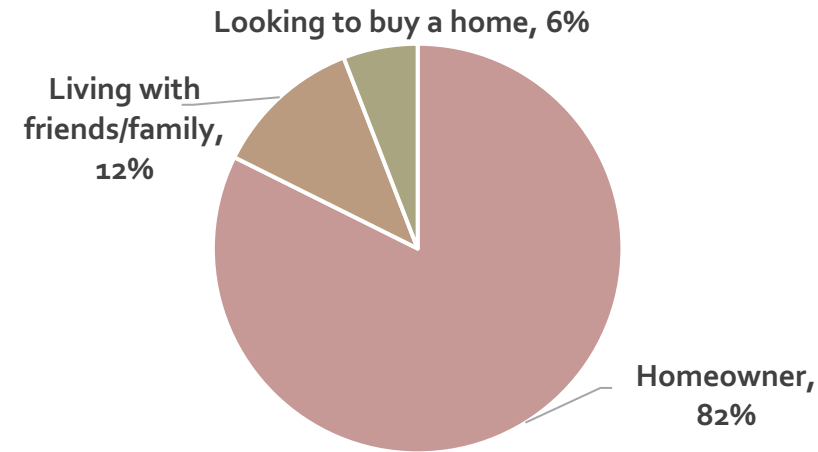
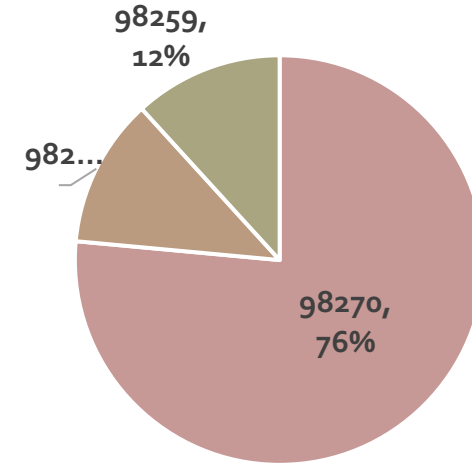
Wednesday, 18 October 2023

Survey Overview

- From September 15 – October 15, 2023, the City of Marysville fielded an online community survey to vet recommendations for its Housing Action Plan.
- While the survey was open, 19 respondents took the survey, though only 17 reported living in, seeking to live in, or working in Marysville. This analysis excludes the two respondents who do not live, seek to live, or work in Marysville.

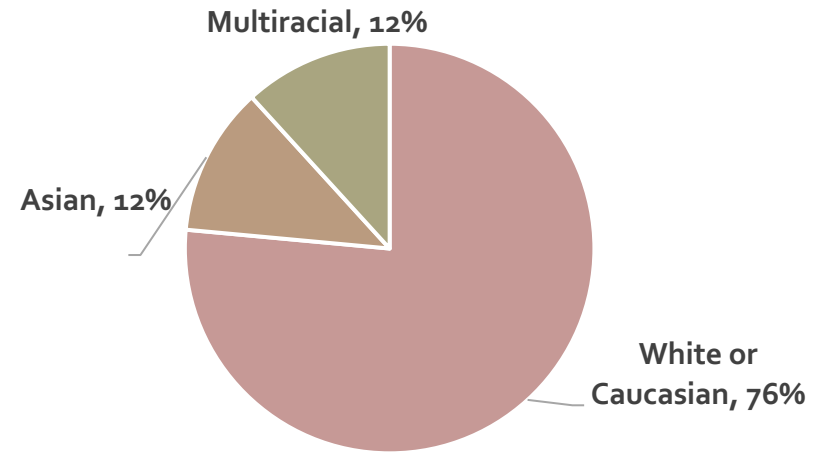
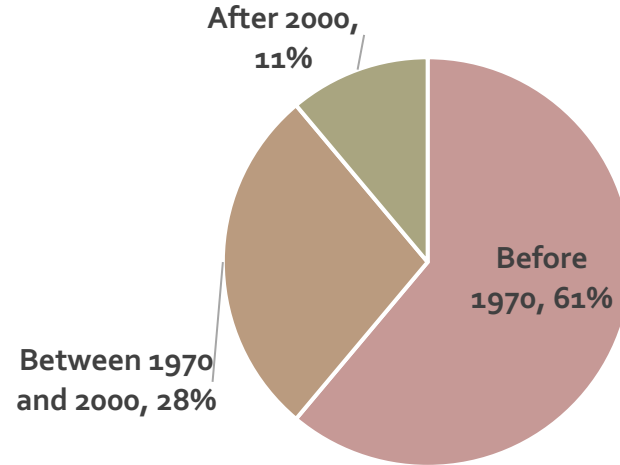
Demographics

- Zip code of primary residence: most respondents (76%) live in zip code 98270.
- Affiliation with Marysville: most respondents are Marysville homeowners (82%), though 12% live with friends and family without paying rent and 6% are looking to buy a home in Marysville. No respondents are Marysville renters.



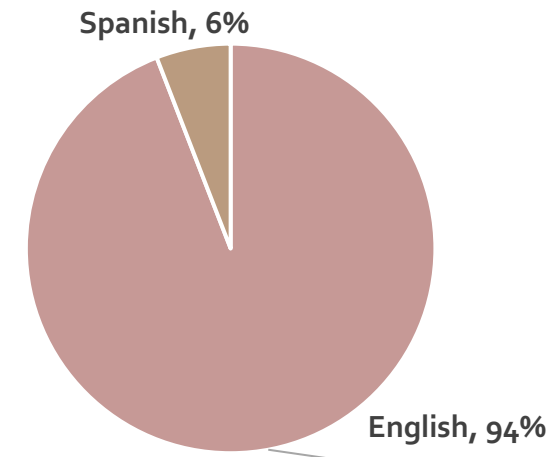
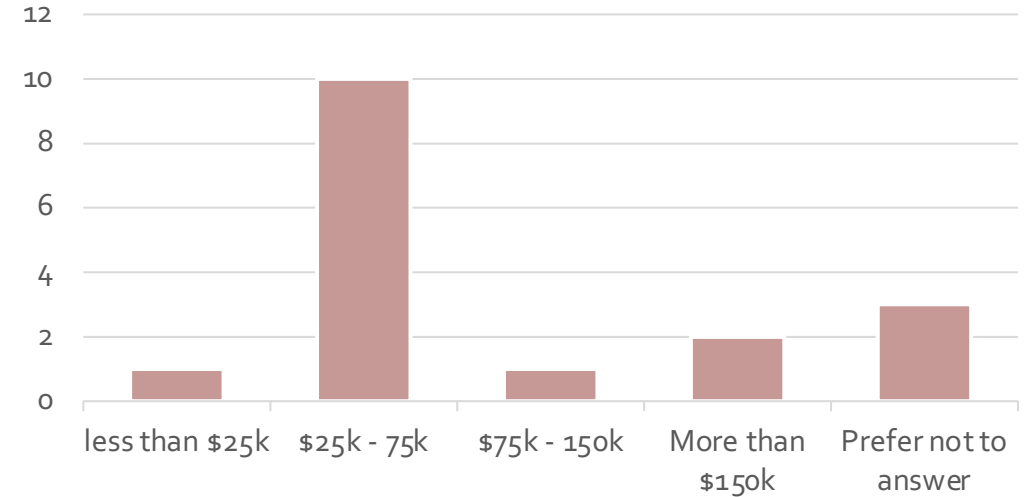
Demographics

- Most respondents (61%) were born before 1970, while 28% were born between 1970 and 2000 and 11% were born after 2000.
- Most respondents (76%) identify as White or Caucasian, while 12% identify as Asian and 12% identify as more than one race.



Demographics

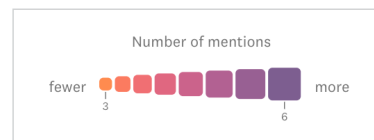
- Most respondents (11) make less than \$75,000/year, though three make more than \$75,000 and three did not indicate their income.
- Most respondents (94%) speak English, though one respondent speaks Spanish as their primary language.



Marysville is a great place to live because...

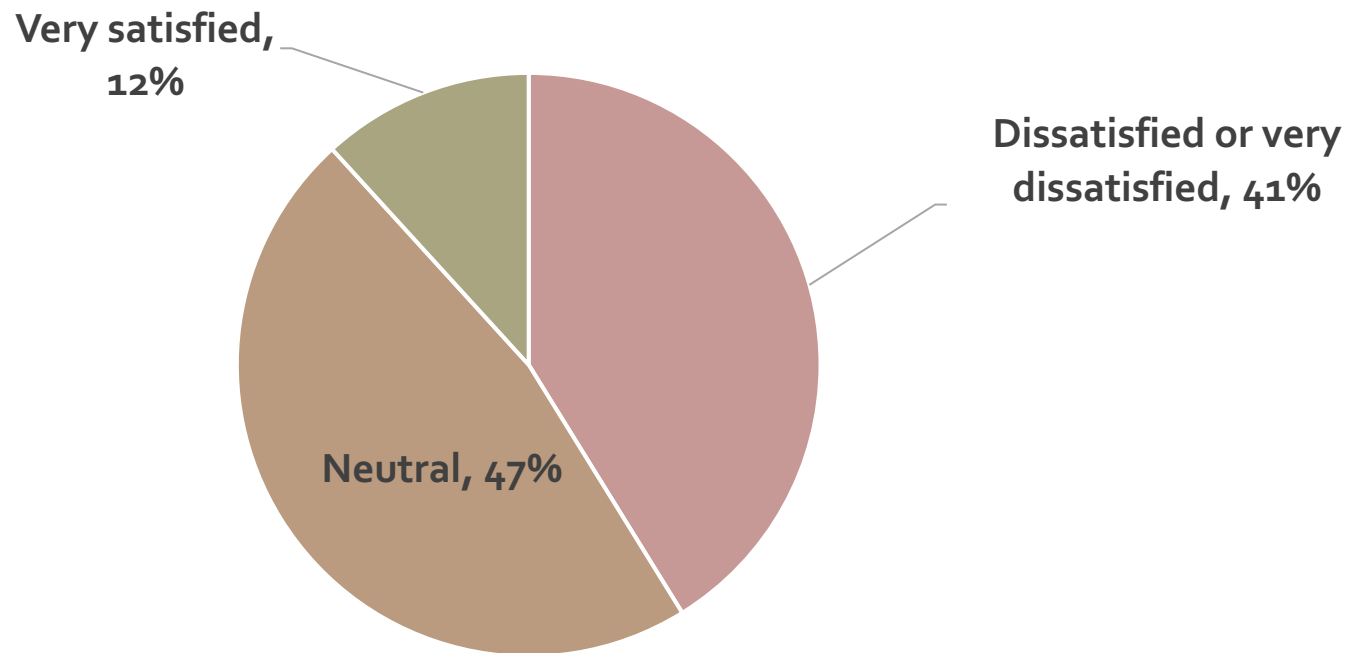
- Respondents noted access and proximity to amenities (schools, parks, services, natural features), its size while still close to bigger cities, its affordability, its safety, and its friendly community as primary reasons for living in Marysville.

cities public Proximity
school **community** parks
amenities access close



Satisfaction with Housing Options in Marysville

- Respondents are overwhelmingly dissatisfied with housing options in Marysville: 41% are dissatisfied or very dissatisfied, 47% are neutral, and just 12% are satisfied.

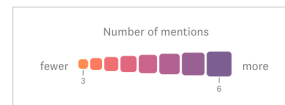


Priorities for Marysville Housing Action Plan

- Most respondents (53%) ranked **stabilizing households by providing resources for existing residents to remain in their homes** as their highest priority, followed by **delivering workforce housing that caters to the needs of local employees** and **expanding housing choice by diversifying the range of housing options**.
- Respondents were more interested in seeing **townhouses, courtyard apartments, and cottage housing** than duplexes, triplexes, and more dense housing.
- Most respondents see a role for the City to provide more rental payment assistance (63%), more utility payment assistance (69%), and more tenant rights' policies (69%).

Other Top-of-Mind Housing Concerns

- Respondents also expressed the need to have **high-density housing options near transit options** to avoid traffic impacts. Others were interested in **addressing blight** and helping low-income homeowners with upkeep. Others were interested in housing for **seniors and families**. Finally, some suggested the need to **balance dense construction with preservation of open space** to preserve quality of life in Marysville.



Appendix F: Open House Meeting Minutes

19 October 2023

To: Angela Gemmer + Haylie Miller, City of Marysville
Cc: Tyler Bump + Lee Ann Ryan, ECONorthwest
From: Andrea Petzel + Anne Holland
Re: Notes from Marysville Housing Action Plan Meeting

The City of Marysville held a public meeting on October 10, 2023, to present draft recommendations from the City's Housing Action Plan. Fifteen people attended in person, and one on Zoom. Below is a summary of the meeting's discussion, as well as comments left on maps/boards on display at the meeting.

Comments on Building + Project Website

- There should be better parking outside the Town Hall. Have to walk too far.
- It's hard to access the HAP on the website.

Comments + Questions

- Duplex and Fourplexes should be able to be sold "fee simple".
- There is too much building going on. There should be more green space and walkability. Too many trees are being cut down, wetlands are disappearing. There should be better design and environmental review. Marysville needs a tree ordinance. People need green space and parks. There are too many townhouses with no yards.
- Young families are leaving the area for presumably affordability issues.
- A person who lives in town says they don't want to live there if the only housing being built is apartments.
- What are you proposing to help people with their own properties? It seems like all the incentives are going to developers.
- It is not economically feasible to get the BIG quality projects going that the City is incentivizing for downtown.
- Apartment owners need to get high rents in their buildings because the cost of building is so high and part of that is City fees and infrastructure costs.
- Marysville should allow different types of rental units including ADUs.
- There was discussion about school impact mitigation: who pays and what triggers it.
 - o People don't want to live near or send their kids to a school that is deteriorating. Need to invest in schools to bring people to an area.
 - o Schools can better plan for the number of students in single family housing than they can for the number of students in apartment buildings and multifamily housing.

- Is there such a thing in Marysville as a “high income renter”?

Map Notes:

Residents who attended live in:

- 1 Pinewood
- 2 Downtown
- 1 Sunnyside
- 1 East Sunnyside
- 2 outside (1 outside Lakeside, 1 outside Kellogg Marsh)

One attending resident owns rental property in the following neighborhoods:

- 2 Jennings Park
- 1 Pinewood
- 2 Pinewood/Downtown Line

Appendix G: Summary of Snap Poll Survey

Survey Results

- All responders own their home.
- Three out of four responders were dissatisfied with housing availability in Marysville.
- All stated that their neighbors and their neighborhood were what made them feel connected to Marysville.
 - For example: "Talking to my neighbors, community events, local businesses, walking my dog and daughter throughout town, discovering little businesses, trails, or pop-up events/business on walks, people outside using the parks."
- Improvements they would like to see:
 - *"Affordable housing, homeless facilities, bypassing the railroad."*
 - *"I would look street by street for small improvements that create better connections and access."*
 - *"Reduce growth impacts on existing historic neighborhoods."*
 - *"Many streets need resurfacing that are not on the paving plan (80th St for example) Under grounding overhead wires in older neighborhoods."*



ECONorthwest

IMPACT THROUGH INSIGHT

Park Place
1200 Sixth Avenue
Suite 615
Seattle, WA 98101
206-823-3060

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, IN SUPPORT OF USING THE HOUSING ACTION PLAN PREPARED BY ECONORTHWEST AS A RESOURCE FOR DEVELOPING ELEMENTS WITHIN THE CITY OF MARYSVILLE COMPREHENSIVE PLAN.

WHEREAS, the City of Marysville was awarded a Periodic Update Grant from the Washington State Department of Commerce to update the City’s Comprehensive Plan; and

WHEREAS, the City used the grant funds to hire a consultant, ECONorthwest, to prepare a Housing Action Plan for Marysville; and

WHEREAS, the Puget Sound region has a shortfall of housing and a significant need for additional housing for all income levels; and

WHEREAS, House Bill 1220, requires cities to include an inventory and analysis of existing and projected housing needs within their Comprehensive Plans that identifies the number of housing units necessary to manage projected growth including units for moderate, low, very low, and extremely low-income households; and

WHEREAS, the Housing Action Plan, prepared by ECONorthwest, dated November 2023, will be used as a resource to inform the Land Use and Housing Elements with the Comprehensive Plan update and other policy decisions; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Housing Action Plan, attached as Exhibit A, is supported to be used as a technical resource as policies and strategies are updated in the Comprehensive Plan.

ADOPTED by the City Council at an open public meeting this 11th day of December, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____

_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Commander James Tolbert, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: First Amendment to the Interlocal Agreement for jail services with Lake Stevens Police Department.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute ILA with Lake Stevens for Jail Services calendar year 2024.

SUMMARY: Since 1999 the Marysville Police Department and the Marysville jail has had an Interlocal Agreement with the Lake Stevens Police Department for housing inmates associated with a misdemeanor arrest and detention by Lake Stevens police officers.

This interlocal agreement would represent the first amendment of the updated agreement which ratified the expiring contract.

The current ILA expires December 31st, 2023. We are proposing entering into a one-year extension of the current ILA, with no language changes. This interlocal has a schedule "A" attached with updated service fees. The interlocal with Lake Stevens begin 01/01/2024 and expire 12/31/2024. This Amendment was reviewed and approved by the City of Marysville Legal Department.

ATTACHMENTS:
[1st Amendment to Lake Stevens Jail ILA.pdf](#)

AFTER RECORDING RETURN TO:

City of Marysville
501 Delta Avenue
Marysville, WA 98270

**First Amendment to Interlocal Agreement for Jail Services
Lake Stevens
Effective January 1, 2024.**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, the cities have had an Interlocal Agreement for Jail Services (hereinafter known as "Agreement") since September 27, 1999, which was ratified by a new agreement on September 28, 2023; and

WHEREAS, the parties wish to update the fees reflected in Schedule A effective January 1, 2024; and

WHEREAS, the parties wish to extend the agreement to December 31, 2024.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. Effective January 1, 2024, the fees assessed under the Agreement are those set forth in Schedule A attached; and
2. The term of this Agreement is extended to December 31, 2024; and
3. All other terms of the Agreement remain in full force and effect.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
Brett Gailey, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

By _____
_____, City Attorney

DATE: _____

Attest: _____
_____, City Clerk

APPROVED as to form:

By _____
Jon Walker, City Attorney

DATE: _____

Attest: _____
_____, Deputy City Clerk

SCHEDULE A Effective January 1, 2024

Booking fee beginning January 1, 2024 \$143.00 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00**

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$75.00**

Lake Stevens agrees to pay Marysville a Transportation Fee of \$75.00 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily maintenance fee \$157.00

Bed space as needed on a space available basis.

Video Court fee \$150.00

Lake Stevens agrees to pay Marysville a Video Court fee of \$150.00 per prisoner for each court appearance by video. Marysville in its discretion or upon request by Lake Stevens may cause a Lake Stevens inmate to appear for court hearings via the Marysville video court system. The use of video court hearings will conform to procedures and rules of the Marysville jail and the Marysville Municipal Court.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

SCHEDULE A TO SEVENTEENTH AMENDMENT TO ILA FOR JAIL SERVICES - Page 3 Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a

minimum of 0% to a maximum of 3.0%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2023 Seattle CPI-W index will set the amount of the January 1, 2024 increase to Booking and Daily Maintenance Fees.)



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending the 2023-2024 Biennial Budget for various purposes not known at the time of budget adoption.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: This budget ordinance provides for course corrections based on new information for the 2023 Budget year that was not known at the time of budget adoption. Staff routinely brings budget amendments to be transparent and accountable.

ATTACHMENTS:
[12 4 2023 BA Ordinance.docx](#)
[Q4 2023 Budget Amendment Memov Dec.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2023-2024 budget. The following funds as referenced in Ordinance No. 3239 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Incl/(Dec)
General Fund	001	Beginning Fund Balance	\$ 17,553,776	\$ 17,553,776	\$ -
General Fund	001	Revenue	125,929,046	125,979,146	50,100
General Fund	001	Expenditures	136,165,672	137,132,372	966,700
General Fund	001	Ending Fund Balance	7,317,150	6,400,550	(916,600)
City Facilities	314	Beginning Fund Balance	15,712	15,712	-
City Facilities	314	Revenue	6,645,652	7,545,652	900,000
City Facilities	314	Expenditures	6,662,504	7,563,304	900,800
City Facilities	314	Ending Fund Balance	(1,140)	(1,940)	(800)
Water/Sewer Utilities	401	Beginning Fund Balance	15,132,192	15,132,192	-
Water/Sewer Utilities	401	Revenue	62,468,161	62,468,161	-
Water/Sewer Utilities	401	Expenditures	71,268,496	71,344,296	75,800
Water/Sewer Utilities	401	Ending Fund Balance	6,331,857	6,256,057	(75,800)
Garbage & Refuse	410	Beginning Fund Balance	3,823,705	3,823,705	-
Garbage & Refuse	410	Revenue	29,718,807	29,718,807	-
Garbage & Refuse	410	Expenditures	31,456,626	31,461,926	5,300
Garbage & Refuse	410	Ending Fund Balance	2,085,886	2,080,586	(5,300)
Utility Debt Service	450	Beginning Fund Balance	997,432	997,432	-
Utility Debt Service	450	Revenue	9,840,266	9,859,816	19,550
Utility Debt Service	450	Expenditures	9,645,341	9,645,341	-
Utility Debt Service	450	Ending Fund Balance	1,192,357	1,211,907	19,550
Fleet Services	501	Beginning Fund Balance	448,479	448,479	-
Fleet Services	501	Revenue	8,376,113	8,376,113	-
Fleet Services	501	Expenditures	8,461,688	8,481,238	19,550
Fleet Services	501	Ending Fund Balance	362,904	343,354	(19,550)
Facility Maintenance	502	Beginning Fund Balance	70,535	70,535	-
Facility Maintenance	502	Revenue	2,216,653	2,216,653	-
Facility Maintenance	502	Expenditures	2,222,313	2,224,713	2,400
Facility Maintenance	502	Ending Fund Balance	64,875	62,475	(2,400)
Information Services	503	Beginning Fund Balance	76,946	76,946	-
Information Services	503	Revenue	7,387,924	7,387,924	-
Information Services	503	Expenditures	6,662,383	6,668,583	6,200
Information Services	503	Ending Fund Balance	802,487	796,287	(6,200)
Risk Management	511	Beginning Fund Balance	369,918	369,918	-
Risk Management	511	Revenue	3,005,375	3,005,375	-
Risk Management	511	Expenditures	2,389,514	2,434,514	45,000
Risk Management	511	Ending Fund Balance	985,779	940,779	(45,000)
Medical Insurance	512	Beginning Fund Balance	1,613,914	1,613,914	-
Medical Insurance	512	Revenue	14,180,930	14,180,930	-
Medical Insurance	512	Expenditures	12,762,013	13,112,013	350,000
Medical Insurance	512	Ending Fund Balance	3,032,831	2,682,831	(350,000)

Net Increase/(Decrease) \$ (1,402,100) :

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

Section 4. 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 5. 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 _____, 2023.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024
Amendment Account Detail

Description	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund			
Teamsters .5% Addtl		21,600	(21,600)
Cost allocation true up-fr Fund 401	50,100		50,100
Non-rep .5%		45,100	(45,100)
Transfer Transfer budget to provide for Civic Center costs and utilities		900,000	(900,000)
	50,100	966,700	(916,600)
City Facilities - Fund 314			
Transfer Transfer to accommodate addtl Civic Center costs and utilities not previously budgeted for	900,000	900,000	-
Non-rep .5%		800	(800)
	900,000	900,800	(800)
Water/Sewer Operating - Fund 401			
Cost allocation true up for GF		50,100	(50,100)
Teamsters .5% Addtl		18,700	(18,700)
Non-rep .5%		7,000	(7,000)
	-	75,800	(75,800)
Solid Waste - Fund 410			
Teamsters .5% Addtl		4,200	(4,200)
Non-rep .5%		1,100	(1,100)
Total Solid Waste	-	5,300	(5,300)
Utility Debt Service-450			
Reverse Nov Budget amendment	19,550		19,550
	19,550	-	19,550
Fleet Maintenance - Fund 501			
Transfer-out Cost allocation true up for GF	-	19,550	(19,550)
Non-rep .5%		900	(900)
Teamsters .5% Addtl		3,000	(3,000)
	-	19,550	(19,550)
Facility Maintenance - Fund 502			
Teamsters .5% Addtl		1,500	(1,500)
Non-rep .5%		900	(900)
	-	2,400	(2,400)
Information Services - Fund 503			
Non-rep .5%		6,200	(6,200)
	-	6,200	(6,200)
Risk Management - Fund 511			
Budget increase for premium increase		45,000	(45,000)
Total Information Services	-	45,000	(45,000)
Medical Insurance - Fund 512			
Professional Services and Fees	-	350,000	(350,000)
	-	350,000	(350,000)
GRAND TOTAL	969,650	2,371,750	(1,402,100)

(1,402,100)

EXHIBIT B – 2023-2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2023

5.5% Increase (revised November 2023)

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 80,302	\$ 82,717	\$ 85,176	\$ 87,727	\$ 90,392	\$ 93,079	\$ 95,881	\$ 98,295	\$ 100,731	Annual
		\$ 38.61	\$ 39.77	\$ 40.94	\$ 42.17	\$ 43.46	\$ 44.75	\$ 46.10	\$ 47.26	\$ 48.42	Hourly
M113	Assistant Court Administrator	\$ 87,523	\$ 90,141	\$ 92,875	\$ 95,630	\$ 98,522	\$ 101,484	\$ 104,513	\$ 107,131	\$ 109,797	Annual
	Athletic Supervisor	\$ 42.07	\$ 43.34	\$ 44.65	\$ 45.97	\$ 47.37	\$ 48.79	\$ 50.24	\$ 51.51	\$ 52.78	Hourly
	Cultural Arts Supervisor										
	Recreation Supervisor										
	Utility Billing Supervisor Police Records Supervisor										
M114	HR Business Partner	\$ 93,968	\$ 96,792	\$ 99,707	\$ 102,667	\$ 105,766	\$ 108,931	\$ 112,233	\$ 115,012	\$ 117,881	Annual
	Senior Financial Analyst	\$ 45.18	\$ 46.53	\$ 47.94	\$ 49.36	\$ 50.85	\$ 52.37	\$ 53.95	\$ 55.29	\$ 56.67	Hourly
	Management Analyst Prosecutor I										
M115	Administrative Services Supervisor	\$ 100,572	\$ 103,557	\$ 106,676	\$ 109,887	\$ 113,190	\$ 116,584	\$ 120,091	\$ 123,051	\$ 126,125	Annual
	Training & Community Outreach Administrator	\$ 48.35	\$ 49.80	\$ 51.28	\$ 52.82	\$ 54.42	\$ 56.05	\$ 57.73	\$ 59.16	\$ 60.64	Hourly
	Fleet and Facilities Supervisor IT Services Supervisor										
M116	Parks Maintenance Supervisor	\$ 107,610	\$ 110,821	\$ 114,146	\$ 117,563	\$ 121,093	\$ 124,736	\$ 128,472	\$ 131,682	\$ 134,962	Annual
	Prosecutor II	\$ 51.74	\$ 53.28	\$ 54.88	\$ 56.52	\$ 58.21	\$ 59.97	\$ 61.77	\$ 63.31	\$ 64.89	Hourly
	Solid Waste Supervisor										
	Storm/Sewer Supervisor										
	Street Supervisor										
	Water Utility Supervisor										
	Water Resource Supervisor										
	Safety Manager										
	Legal Services Manager										
	Emergency Preparedness Manager										
	GIS Manager Principal Planner										
M117	Building Official	\$ 112,961	\$ 116,356	\$ 119,840	\$ 123,438	\$ 127,174	\$ 130,954	\$ 134,893	\$ 138,265	\$ 141,727	Annual
	Financial Operations Manager	\$ 54.31	\$ 55.94	\$ 57.61	\$ 59.34	\$ 61.15	\$ 62.96	\$ 64.86	\$ 66.48	\$ 68.14	Hourly
	Financial Planning Manager										
	Planning Manager										
	Senior Project Engineer										
	IT Operations Supervisor										
	Human Resources Program Manager Communications Manager										
M118	Engineering Services Manager	\$ 118,633	\$ 122,163	\$ 125,830	\$ 129,610	\$ 133,528	\$ 137,513	\$ 141,635	\$ 145,188	\$ 148,810	Annual
	Senior Project Manager	\$ 57.03	\$ 58.73	\$ 60.49	\$ 62.32	\$ 64.20	\$ 66.12	\$ 68.10	\$ 69.81	\$ 71.54	Hourly
	Civic Campus Project Manager										
	Public Works Services Manager										
	Traffic Engineering Manager										
M119	Assistant Parks Director	\$ 124,554	\$ 128,289	\$ 132,139	\$ 136,101	\$ 140,177	\$ 144,392	\$ 148,718	\$ 152,431	\$ 156,256	Annual
	Storm and Wastewater Utility Manager	\$ 59.88	\$ 61.69	\$ 63.53	\$ 65.44	\$ 67.39	\$ 69.42	\$ 71.50	\$ 73.28	\$ 75.13	Hourly
	Water Utility Manager										
	Transportation and Parks Maintenance Manager										
	Court Administrator Lead Prosecutor										
M120	Assistant City Engineer	\$ 130,771	\$ 134,689	\$ 138,720	\$ 142,910	\$ 147,193	\$ 151,611	\$ 156,165	\$ 160,060	\$ 164,067	Annual
	Economic Development Manager	\$ 62.87	\$ 64.75	\$ 66.70	\$ 68.71	\$ 70.77	\$ 72.88	\$ 75.08	\$ 76.95	\$ 78.88	Hourly
M121	No Position	\$ 137,330	\$ 141,453	\$ 145,666	\$ 150,039	\$ 154,548	\$ 159,194	\$ 163,978	\$ 168,053	\$ 172,244	Annual
		\$ 66.03	\$ 68.01	\$ 70.03	\$ 72.13	\$ 74.30	\$ 76.53	\$ 78.84	\$ 80.79	\$ 82.81	Hourly
M122	Economic Development & Real Property Manager	\$ 144,186	\$ 148,490	\$ 152,954	\$ 157,578	\$ 162,292	\$ 167,143	\$ 172,154	\$ 176,480	\$ 180,876	Annual
	Assistant Public Works Director/City Engineer	\$ 69.32	\$ 71.39	\$ 73.54	\$ 75.76	\$ 78.03	\$ 80.35	\$ 82.76	\$ 84.85	\$ 86.96	Hourly
	Deputy City Attorney										
M123	Assistant Police Chief	\$ 158,602	\$ 163,361	\$ 168,259	\$ 173,314	\$ 178,484	\$ 183,859	\$ 189,371	\$ 194,108	\$ 198,959	Annual
		\$ 76.26	\$ 78.54	\$ 80.89	\$ 83.32	\$ 85.80	\$ 88.39	\$ 91.05	\$ 93.31	\$ 95.66	Hourly
M124	Community Development Director	\$ 166,528								\$ 213,147	Annual
	Parks Director	\$ 80.06								\$ 102.47	Hourly
	IS Director HR Director										
M125	Finance Director	\$ 174,863								\$ 223,807	Annual
		\$ 84.06								\$ 107.60	Hourly
M126	Police Chief	\$ 183,608								\$ 235,011	Annual
	City Attorney	\$ 88.27								\$ 112.99	Hourly
	Public Works Director										
M130	Chief Administrative Officer	\$ 198,435								\$ 253,997	Annual
		\$ 95.40								\$ 122.12	Hourly

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2023**

5.5% Increase (revised November 2023)

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 70,806	\$ 72,924	\$ 75,111	\$ 77,365	\$ 79,688	\$ 82,080	\$ 84,539	\$ 86,658	\$ 88,822	Annual
	Planning Technician	\$ 34.03	\$ 35.06	\$ 36.11	\$ 37.19	\$ 38.31	\$ 39.46	\$ 40.65	\$ 41.66	\$ 42.70	Hourly
	Confidential Legal Assistant										
	Computer Technician										
	Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 75,042	\$ 77,320	\$ 79,620	\$ 82,011	\$ 84,471	\$ 86,976	\$ 89,618	\$ 91,849	\$ 94,150	Annual
	Probation Officer	\$ 36.08	\$ 37.17	\$ 38.28	\$ 39.43	\$ 40.61	\$ 41.82	\$ 43.09	\$ 44.16	\$ 45.26	Hourly
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 80,302	\$ 82,717	\$ 85,176	\$ 87,727	\$ 90,392	\$ 93,079	\$ 95,881	\$ 98,295	\$ 100,731	Annual
	Confidential Admin Associate	\$ 38.61	\$ 39.77	\$ 40.94	\$ 42.17	\$ 43.46	\$ 44.75	\$ 46.10	\$ 47.26	\$ 48.42	Hourly
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
N113	Associate Planner	\$ 87,523	\$ 90,141	\$ 92,853	\$ 95,630	\$ 98,500	\$ 101,484	\$ 104,513	\$ 107,131	\$ 109,797	Annual
	I.S. Analyst	\$ 42.07	\$ 43.34	\$ 44.64	\$ 45.97	\$ 47.36	\$ 48.79	\$ 50.24	\$ 51.51	\$ 52.78	Hourly
	Engineering Technician										
	Financial Analyst										
	GIS Analyst										
	Human Resource Specialist										
	Inspector II - Building										
	Inspector II - Construction										
	Executive Services Coordinator										
	NPDES Coordinator										
	Senior Communications Specialist/PIO										
	Community Intervention Specialist II										
	N114	Crime & Intelligence Analyst	\$ 93,968	\$ 96,792	\$ 99,707	\$ 102,667	\$ 105,766	\$ 108,931	\$ 112,233	\$ 115,012	\$ 117,881
Electronic Control Systems Administrator		\$ 45.18	\$ 46.53	\$ 47.94	\$ 49.36	\$ 50.85	\$ 52.37	\$ 53.95	\$ 55.29	\$ 56.67	Hourly
Inspector III - Combo											
Inspector III - Electrical											
Planner Systems & Database Analyst											
N115	Assistant Building Official	\$ 100,572	\$ 103,557	\$ 106,676	\$ 109,887	\$ 113,190	\$ 116,584	\$ 120,091	\$ 123,051	\$ 126,125	Annual
	Civil Plan Review	\$ 48.35	\$ 49.80	\$ 51.28	\$ 52.82	\$ 54.42	\$ 56.05	\$ 57.73	\$ 59.16	\$ 60.64	Hourly
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer City Clerk										
N116	IS System Administrator	\$ 107,610	\$ 110,821	\$ 114,146	\$ 117,563	\$ 121,093	\$ 124,736	\$ 128,472	\$ 131,682	\$ 134,962	Annual
	Risk and Program Manager	\$ 51.74	\$ 53.28	\$ 54.88	\$ 56.52	\$ 58.21	\$ 59.97	\$ 61.77	\$ 63.31	\$ 64.89	Hourly

MPOA - (OFFICERS & SERGEANTS)						
January 1, 2023 Through December 31, 2023						
10% increase						
Monthly						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,555					
Police Officers	7,284	7,562	7,833	8,260	8,736	9,083
Police Corporal		9,900				
Police Sergeant	10,270	10,717				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)							
January 1, 2023 - December 31, 2023							
6% increase							
Monthly							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,371	5,590	5,820	6,058	6,307	6,566	6,820
Custody Sergeant	8,026	8,218					
Custody Corporal	7,166	7,338					
Custody Officer	5,505	5,741	5,942	6,150	6,392	6,660	6,858

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2023

6.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 153,239	\$ 157,829	\$ 162,566	\$ 167,452	\$ 172,486	\$ 176,779	\$ 181,196	Annual
	\$ 73.67	\$ 75.88	\$ 78.16	\$ 80.50	\$ 82.93	\$ 84.99	\$ 87.11	Hourly

Teamsters Pay Grid 2023

5.5% Increase

2023 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$48,462	\$49,916	\$51,413	\$52,956	\$54,545	\$56,181	\$57,585	\$59,025	Annual
Maintenance Assistant		\$23.30	\$24.00	\$24.72	\$25.46	\$26.22	\$27.01	\$27.69	\$28.38	Hourly
Customer Service Representative	U25	\$58,155	\$59,899	\$61,696	\$63,547	\$65,453	\$67,417	\$69,103	\$70,830	Annual
Parks Maintenance Tech I		\$27.96	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41	\$33.22	\$34.05	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$61,644	\$63,493	\$65,398	\$67,360	\$69,381	\$71,462	\$73,249	\$75,080	Annual
Accounting Tech - Utility Billing		\$29.64	\$30.53	\$31.44	\$32.38	\$33.36	\$34.36	\$35.22	\$36.10	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$66,575	\$68,573	\$70,630	\$72,749	\$74,931	\$77,179	\$79,109	\$81,086	Annual
Meter Technician		\$32.01	\$32.97	\$33.96	\$34.98	\$36.02	\$37.11	\$38.03	\$38.98	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$70,570	\$72,687	\$74,868	\$77,114	\$79,427	\$81,810	\$83,855	\$85,951	Annual
Parks Administrative Specialist		\$33.93	\$34.95	\$35.99	\$37.07	\$38.19	\$39.33	\$40.31	\$41.32	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$74,098	\$76,321	\$78,611	\$80,969	\$83,398	\$85,900	\$88,048	\$90,249	Annual
Parks Maintenance Lead I		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39	Hourly
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$79,285	\$81,664	\$84,114	\$86,637	\$89,236	\$91,913	\$94,211	\$96,566	Annual
Industrial Waste/Pretreatment Technician		\$38.12	\$39.26	\$40.44	\$41.65	\$42.90	\$44.19	\$45.29	\$46.43	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$84,835	\$87,380	\$90,002	\$92,702	\$95,483	\$98,347	\$100,806	\$103,326	Annual
Senior Traffic Control Systems Tech		\$40.79	\$42.01	\$43.27	\$44.57	\$45.91	\$47.28	\$48.46	\$49.68	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										



MARYSVILLE
FINANCE

TO: Mayor and City Council
FROM: Jennifer Ferrer-Santa Ines, Finance Director
DATE: December 4, 2023
RE: Q4 Budget Amendment Memo

This budget ordinance provides for course corrections based on new information for the 2023 budget year that was not known at the time of budget adoption. Staff routinely brings budget amendments to be transparent and accountable.

A budget amendment is a recurring budget process step; staff accumulates new information anticipating to bring adjustments of this type to council on an approximately quarterly basis and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 2nd,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

Revenue adjustments included in this amendment total \$969,650. Expenditure adjustments total \$2,371,750 for a net decrease of \$1,402,100.

This amendment includes the additional budget request of .5%, approximately \$49,000, as a result of the settled Teamsters labor contract for the period of January 1, 2023 through December 31, 2025. To be in line with past practice, this amendment also includes a .5% budget increase, approximately \$62,000, for non-represented personnel. Non-represented staff have typically received the same wage adjustments to ensure equity.

The revised salary grids included in the Ordinance reflect the .5% additional budget request for the Teamsters group and the non-represented group.

For comparison, the salary grid excluding the .5% is included for your reference below.

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

**CITY OF MARYSVILLE
MANAGEMENT PAYGRID 2023**

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 79,922 \$ 38.43	\$ 82,325 \$ 39.59	\$ 84,773 \$ 40.75	\$ 87,312 \$ 41.97	\$ 89,964 \$ 43.25	\$ 92,638 \$ 44.54	\$ 95,426 \$ 45.89	\$ 97,830 \$ 47.04	\$ 100,254 \$ 48.20	Annual Hourly
M113	Assistant Court Administrator Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 87,108 \$ 41.87	\$ 89,714 \$ 43.13	\$ 92,435 \$ 44.44	\$ 95,177 \$ 45.75	\$ 98,055 \$ 47.15	\$ 101,003 \$ 48.56	\$ 104,017 \$ 50.00	\$ 106,623 \$ 51.26	\$ 109,277 \$ 52.53	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 93,522 \$ 44.96	\$ 96,333 \$ 46.31	\$ 99,234 \$ 47.71	\$ 102,181 \$ 49.13	\$ 105,265 \$ 50.61	\$ 108,415 \$ 52.12	\$ 111,701 \$ 53.70	\$ 114,467 \$ 55.03	\$ 117,323 \$ 56.41	Annual Hourly
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 100,095 \$ 48.12	\$ 103,066 \$ 49.56	\$ 106,171 \$ 51.04	\$ 109,366 \$ 52.57	\$ 112,653 \$ 54.16	\$ 116,031 \$ 55.79	\$ 119,522 \$ 57.46	\$ 122,468 \$ 58.88	\$ 125,528 \$ 60.35	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 107,100 \$ 51.49	\$ 110,296 \$ 53.03	\$ 113,605 \$ 54.62	\$ 117,006 \$ 56.25	\$ 120,519 \$ 57.94	\$ 124,145 \$ 59.68	\$ 127,863 \$ 61.48	\$ 131,058 \$ 63.01	\$ 134,322 \$ 64.59	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 112,426 \$ 54.05	\$ 115,805 \$ 55.67	\$ 119,272 \$ 57.34	\$ 122,853 \$ 59.06	\$ 126,571 \$ 60.86	\$ 130,333 \$ 62.66	\$ 134,254 \$ 64.55	\$ 137,610 \$ 66.16	\$ 141,055 \$ 67.82	Annual Hourly
M118	Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 118,070 \$ 56.76	\$ 121,584 \$ 58.45	\$ 125,234 \$ 60.21	\$ 128,996 \$ 62.02	\$ 132,895 \$ 63.89	\$ 136,861 \$ 65.80	\$ 140,964 \$ 67.78	\$ 144,500 \$ 69.48	\$ 148,105 \$ 71.20	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 123,964 \$ 59.60	\$ 127,681 \$ 61.39	\$ 131,513 \$ 63.23	\$ 135,456 \$ 65.13	\$ 139,512 \$ 67.07	\$ 143,707 \$ 69.09	\$ 148,013 \$ 71.16	\$ 151,708 \$ 72.93	\$ 155,516 \$ 74.77	Annual Hourly
M120	Assistant City Engineer Economic Development Manager	\$ 130,152 \$ 62.57	\$ 134,050 \$ 64.44	\$ 138,062 \$ 66.38	\$ 142,233 \$ 68.39	\$ 146,495 \$ 70.43	\$ 150,892 \$ 72.53	\$ 155,425 \$ 74.73	\$ 159,302 \$ 76.59	\$ 163,290 \$ 78.51	Annual Hourly
M121	No Position	\$ 136,680 \$ 65.72	\$ 140,783 \$ 67.68	\$ 144,976 \$ 69.70	\$ 149,328 \$ 71.79	\$ 153,816 \$ 73.95	\$ 158,440 \$ 76.17	\$ 163,200 \$ 78.47	\$ 167,257 \$ 80.41	\$ 171,427 \$ 82.41	Annual Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 143,502 \$ 69.00	\$ 147,786 \$ 71.05	\$ 152,229 \$ 73.20	\$ 156,831 \$ 75.40	\$ 161,523 \$ 77.66	\$ 166,350 \$ 79.97	\$ 171,338 \$ 82.37	\$ 175,644 \$ 84.45	\$ 180,018 \$ 86.55	Annual Hourly
M123	Assistant Police Chief	\$ 157,851 \$ 75.89	\$ 162,587 \$ 78.17	\$ 167,461 \$ 80.50	\$ 172,493 \$ 82.93	\$ 177,638 \$ 85.40	\$ 182,988 \$ 87.97	\$ 188,474 \$ 90.62	\$ 193,188 \$ 92.87	\$ 198,016 \$ 95.20	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 165,738 \$ 79.68								\$ 212,137 \$ 101.99	Annual Hourly
M125	Finance Director	\$ 174,034 \$ 83.66								\$ 222,746 \$ 107.09	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$ 182,738 \$ 87.85								\$ 233,897 \$ 112.46	Annual Hourly
M130	Chief Administrative Officer	\$ 197,495 \$ 94.95								\$ 252,793 \$ 121.54	Annual Hourly

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2023**

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 70,471	\$ 72,578	\$ 74,755	\$ 76,999	\$ 79,311	\$ 81,691	\$ 84,139	\$ 86,247	\$ 88,401	Annual Hourly
	Planning Technician	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.01	\$ 38.13	\$ 39.27	\$ 40.46	\$ 41.46	\$ 42.49	
	Confidential Legal Assistant										
	Computer Technician Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 74,687	\$ 76,953	\$ 79,242	\$ 81,623	\$ 84,070	\$ 86,564	\$ 89,193	\$ 91,414	\$ 93,704	Annual Hourly
	Probation Officer	\$ 35.91	\$ 36.99	\$ 38.09	\$ 39.24	\$ 40.41	\$ 41.62	\$ 42.88	\$ 43.95	\$ 45.05	
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual Hourly
	Confidential Admin Associate	\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
N113	Associate Planner	\$ 87,108	\$ 89,714	\$ 92,413	\$ 95,177	\$ 98,033	\$ 101,003	\$ 104,017	\$ 106,623	\$ 109,277	Annual Hourly
	I.S. Analyst	\$ 41.87	\$ 43.13	\$ 44.43	\$ 45.75	\$ 47.13	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	
	Engineering Technician										
	Financial Analyst										
	GIS Analyst										
	Human Resource Specialist										
	Inspector II - Building										
	Inspector II - Construction										
	Executive Services Coordinator										
	NPDES Coordinator										
	Senior Communications Specialist/PIO										
	Community Intervention Specialist II										
	N114	Crime & Intelligence Analyst	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	
Electronic Control Systems Administrator		\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	
Inspector III - Combo											
Inspector III - Electrical Planner Systems & Database Analyst											
N115	Assistant Building Official	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual Hourly
	Civil Plan Review	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer City Clerk										
N116	IS System Administrator	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual Hourly
	Risk and Program Manager	\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Bleachers Lease Extension.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Bleachers Lease Extension at Cedarcrest Golf Course.

SUMMARY: This is an extension with Harrad LLC to run the restaurant at Cedarcrest Municipal Golf Course for the next five years until January 31, 2029.

ATTACHMENTS:
[Bleachers Lease Extension.docx](#)

**THIRD AMENDMENT TO
RESTAURANT LEASE AGREEMENT BETWEEN
CITY OF MARYSVILLE AND HARRAD LLC**

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT (“Third Amendment”) 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 Harrad LLC, a Washington Limited Liability Company (“Tenant”).

WHEREAS, the parties hereto have previously entered into a lease agreement whereby the City leased to Tenant certain real estate located at the Cedarcrest Municipal Golf Course to be used for a restaurant operation (the “Lease Agreement”), said Lease Agreement made effective January 30, 2019; and

WHEREAS, the Lease Agreement is set to expire on January 31, 2024; and

WHEREAS, the Lease Agreement contemplates extending the term of the Lease Agreement by an additional five-year term, upon agreement of the City and Tenant; and

WHEREAS, the parties desire to so extend the term of the Lease Agreement by five years.

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. The term of the Lease Agreement is extended by five years, and shall now terminate on January 31, 2029, at 11:59 p.m..
2. Each and every provision of the Lease Agreement (including any prior amendments) shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

HARRAD LLC

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** of the City Council of the City of Marysville, Washington, honoring the legacy of public service of former City Councilmember Donna Wright.

SUGGESTED ACTION: **(ACTION REQUESTED 12/4)**
Recommended Motion: I move to approve Resolution No._____.

SUMMARY:

ATTACHMENTS:
[Resolution_Honoring_Donna_Wright.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, HONORING THE LEGACY OF PUBLIC SERVICE OF
FORMER CITY COUNCILMEMBER DONNA WRIGHT**

WHEREAS, we are saddened by the recent passing of former City Councilmember Donna Wright, who leaves a true legacy of public service to the City of Marysville; and

WHEREAS, Donna Wright served as a Marysville City Councilmember from 1992 through 1999 and again from 2002 through 2017, for a collective 24 years of dedicated public service; and

WHEREAS, Councilmember Wright's commitment to public safety was demonstrated by her service over the years on the LEOFF 1 Disability Board, the Public Safety Committee, the Marysville Fire District Board and the Police Advisory Committee; and

WHEREAS, her passion for public health led to Councilmember Wright's 25 years on the Snohomish Health District Board and nine years on the Washington State Board of Health; and

WHEREAS, Councilmember Wright also represented the City of Marysville at the county, regional, state and national levels with distinguished service on many bodies; and

WHEREAS, during Councilmember Wright's tenure the City of Marysville experienced tremendous growth and progress and the City made hundreds of improvements to better serve residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE we recognize with great admiration and appreciation Donna Wright's dedicated leadership and the countless positive contributions she made to the City of Marysville.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE we extend our sincere condolences to Donna's husband, Gary, her family and friends.

ADOPTED by the City Council at an open public meeting this 4th day of December, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** to amend the Section 8.1, Section 8.3, and Section 8.4 of the City's Personnel Rules.

SUGGESTED ACTION: Recommended Motion: I move to approve Resolution No. _____.

SUMMARY:

ATTACHMENTS:
[Resolution for Personnel Rules 12.01.23.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING THE CITY'S PERSONNEL RULES.**

WHEREAS, section 2.50.010 of the municipal code requires the City Council to adopt personnel rules governing all employees of the City of Marysville; and

WHEREAS, from time to time it is appropriate for the Council to revise the Personnel Rules due to changed conditions; and

WHEREAS, the Personnel Rules should be revised to reflect current city policies and practices, and to be consistent with current state and federal laws and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Section 8.1 of the Personnel Rules for the City of Marysville is amended as set forth in Exhibit A.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Section 8.3 of the Personnel Rules for the City of Marysville is amended as set forth in Exhibit B.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Section 8.4 of the Personnel Rules for the City of Marysville is amended as set forth in Exhibit C.

ADOPTED by the City Council at an open public meeting this _____ day of December, 2023.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

**EXHIBIT A
PERSONNEL RULES**

8.1 HOLIDAYS

The following days are considered holidays for all regular full-time employees except for uniformed ranks of the Police Department. A holiday is considered eight (8) consecutive hours. Regular part-time employees receive holiday pay on a pro rata basis, based on their normal workweek schedule. Regular employees still in their orientation period receive holidays, too. Authorized holidays which occur during vacation are not charged against vacation time.

HOLIDAY	DATE OBSERVED
<i>New Year's Day</i>	January 1
<i>Martin Luther King's Birthday</i>	3 rd Monday of January
<i>President's Day</i>	3 rd Monday of February
<i>Memorial Day</i>	last Monday in May
<i><u>Juneteenth</u></i>	<u>June 19</u>
<i>Independence Day</i>	July 4
<i>Labor Day</i>	1 st Monday in September
<i>Veteran's Day</i>	November 11
<i>Thanksgiving Day</i>	4 th Thursday in November
<i>Day after Thanksgiving</i>	day after Thanksgiving
<i>Christmas Day</i>	December 25
<i>Personal Holiday</i>	Eight hours are added to the employee's vacation <u>accrual rate</u> . Part-time employees' hours are prorated accordingly.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. An employee must work the day preceding and the day following a holiday or holiday weekend to receive holiday pay, unless the employee is on authorized paid sick leave, vacation time, or compensatory time off; sick leave for said days will not be approved without certification from a bona fide medical professional that the employee was in fact sick, or without specific approval by the CAO.

**EXHIBIT B
PERSONNEL RULES**

8.3 VACATIONS

Non-union regular full-time employees earn vacation leave per the following accrual schedule, and non-union regular part-time employees earn vacation leave on a prorated basis; employees who have transferred or promoted to another department maintain their accrued vacation hours. Temporary and casual employees are not entitled to vacation benefits. Upon recommendation of the CAO or department directors, newly-hired employees may be granted stepped-up vacation rights. Vacation leave for members of collective bargaining units is earned at rates specified within applicable collective bargaining agreements.

YEARS OF EMPLOYMENT	ANNUAL VACATION ACCRUAL RATE (HOURS) FOR FULL-TIME EMPLOYEES
1 - 2	88
3 - 5	104
6	128
7 - 8	136
9 - 10	152
11	168
12 - 13	176
14 - 15	184
16 - 17	192
18 - 19	200
20 or more	208

~~Employees with a perfect attendance record from January through December, which includes using up to eight hours of sick leave, will receive eight additional hours of vacation leave to be used during the next calendar year.~~

Vacation may not accrue when an employee is on unpaid leave.

Employees are responsible for monitoring their accrued vacation leave balance. The maximum allowable accumulation of unused vacation leave is the number of vacation leave hours which the employee would have earned over a period of two years. Vacation leave accrued as of December 31st of each year which exceeds the maximum allowed shall be forfeited, unless employees receive prior approval from the CAO to use vacation hours which would otherwise be forfeited due to excess accumulation.

Vacation leave cannot be taken until the leave hours are accrued. Vacation leave may not be taken during the first six months of City employment; employees who have transferred or been promoted may use accrued vacation leave during their orientation period.

Vacation leaves shall be scheduled considering the wishes of employees and the operating requirements of departments. Supervisors must ensure adequate staffing levels, and management reserves the right to approve scheduling of vacation leaves.

A maximum of 240 hours of the employee's accumulated vacation will be paid as severance pay upon voluntary termination or permanent reduction in force after one year of continuous service with the City, provided that the employee gives the City two weeks' written notice of resignation prior to his or her voluntary termination of employment.

EXHIBIT C
PERSONNEL RULES

8.4 SICK LEAVE

Regular full-time employees accrue paid sick leave at the rate of eight hours for each month of continuous full-time service; regular part-time employees accrue paid sick leave on a prorated basis. Seasonal and temporary employees accrue paid sick leave at a rate of 1 hour for every 40 hours worked. Employees do not accrue sick leave in any calendar month during which they are on an unpaid leave of absence or suspension. Employees may carryover up to a maximum of 1,440 hours of sick leave. Newly-hired employees may use sick leave on the 90th day after commencement of their employment, unless the CAO approves its use in extraordinary circumstances.

Employees may use their accrued, unused sick leave hours for:

1. An employee's mental or physical illnesses, injuries or health condition;
2. Preventive care such as medical, dental or optical appointments and/or treatment;
3. Care of family member with a mental or physical illness, injury, health condition and/or preventive care;
4. Closure of the City's place of business or child's school/place of care by order of a public official for any health-related reasons;
5. Absences that qualify for leave under the domestic violence leave act (see Domestic Violence/Sexual Assault Leave section);
6. Other situations as may be approved by the CAO on a case-by-case basis.

Family member is defined as:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

Note: In accordance with the Washington Family Care Act, employees may use their choice of accrued leave (e.g., sick, vacation, compensatory time) for reasons 3 through 6 above. Accrued sick leave will be applied unless an employee advises the City of their intent to use other available leave.

Employees must notify supervisors as soon as the need for sick leave is known. In the event it is impracticable for the employee to provide notice, another person may provide notice on the employee's

behalf. Failure to do so may result in denial of sick leave pay. If an employee has exhausted their sick leave bank they may use their vacation accrual, upon supervisor approval. If the need for sick leave is foreseeable, employees must give at least 10 days' advance notice or as early as practicable, to their supervisor or Human Resources.

The City may request reasonable proof of the need for sick leave. When absences extend beyond three consecutive working days, employees may be required to submit a medical certificate by a health care professional to verify the absence. The verification must be provided within a reasonable time period during or after the leave. This verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. In the case of an extended leave, such as serious injury or illness, the City may require a return to work authorization from the employee's health care provider.

Holidays and other regular days off shall not be charged against sick leave. Sick leave can be used in minimum increments of one-half hour for nonexempt employees. Exempt employees may use sick leave in eight hour increments only; deductions from sick leave banks will not be made as long as they work part of the day.

If an employee is absent due to illness or injury for which he or she is receiving payment from the state's industrial insurance program, LEOFF, or other state-mandated plan, the City will pay employees the difference between their regular wages and the amount received from the state up to the amount of accrued leave in employees' sick, vacation, compensatory, or administrative leave banks.

Upon retirement, sick leave in excess of 480 hours shall be deposited into a HRA VEBA at a ratio of 32 hours sick leave to 8 hours VEBA contribution.

[Upon DRS-eligible retirement, employees with 25 or more service years to the City of Marysville shall be entitled to the following sick leave conversion option:](#)

<u>Years of Service to City of Marysville</u>	<u>Sick leave conversion to vacation leave</u>
<u>25 to 30 Years</u>	<u>Conversion to vacation leave at a ratio of 33% (3 hours sick leave converted to 1 hour vacation leave) to be used prior to separation, up to a maximum of 160 hours vacation.</u>
<u>Over 30 Years</u>	<u>Conversion to vacation leave at a ratio of 50% (2 hours sick leave converted to 1 hour vacation leave) to be used prior to separation, up to a maximum of 160 hours of vacation.</u>



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: Changes to Council Rules Regarding Public Comment.

SUGGESTED ACTION: Council to discuss draft changes.

SUMMARY: Council periodically reviews and updates its procedures. This item concerns rules for public comment. Attached are proposed changes reflecting some issues previously raised by one or more council members. A full copy of the Council's Rules are also attached.

The Council should discuss any concerns, but some issues that should be addressed are as follows:

Should public comment be limited to matters within the power of the Council? RCW 35A.11.020 is attached.

Should comment at special meetings be limited to written comments?

Should written comments be limited to agenda items since citizens can contact councilmembers at any time with other concerns?

Should the rules for speaking at a public hearing be the same as for general public comment? A "public hearing" differs from a council meeting in that a public hearing is required by statute and typically must be preceded by a public notice (21 days is a typical public notice period).

This item is intended to garner Council's direction in revising the current rules.

ATTACHMENTS:

Public Comment Revisions Draft 12-01-23.pdf

R-2524 Relating to Procedures for the Conduct of Business at Council Meetings Repealing R-2493 (1).pdf

RCW 35A.11.020.pdf

Decorum.

Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person who materially disrupts a meeting will be required to leave the Council Chambers. Any person making personal, impertinent, or slanderous remarks, ~~or who becomes boisterous~~ while addressing the Council, shall ~~be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers~~ forfeit the remainder of their allotted time to speak.

Signs, placards, puppets, video displays, and similar physical items are prohibited in Council Chambers. No person is permitted in Council Chambers with such items. Leafletting in Council Chambers is prohibited.

I) Public Testimony and Comments:

A) Oral and Written Comments.

General.

Council meetings are business meetings for the council to perform its work -- discussing and deciding local issues while giving the public access to that process. Public comment is limited to matters within the power of the city council as set forth in RCW 35A.11.020. Comment on other matters is not permitted and if a person attempts to comment on matters outside the council's power, the mayor will revoke the speaker's privilege to address the council.

~~1) The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under "Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the "Citizen Comments on items not on the Agenda" period if the Council will allow comment on a particular item. The Mayor will decide, with the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.~~

1) Required sign-up. Persons wishing to address the Council are required to sign up. Sign up shall include the person's true name and address, the name of any organization that has authorized their comments, and the subject on which they intend to comment. (When called on to comment, the person is required only to state their

city or zip code of residence.) Online sign-up must be completed by noon on the day of the meeting at which the person wishes to speak. In-person sign-up must be completed prior to the commencement of the meeting. The Mayor may permit sign up after the meeting has commenced if such activity will not interfere with the proceedings. Persons signing up at the meeting should submit their sign-up sheet to the recording secretary.

- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

4) Decorum. Persons speaking during the public comment period must abide by the Council's rules for decorum. Comment promoting or opposing any candidate or ballot proposition is prohibited by RCW 42.17A.555. Comments will be addressed to the Council as a whole.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
- (b) Swearing in
- (c) Staff presentation
- (d) Board or Commission recommendation
- (e) Applicant 's statement
- (f) Council's questions of Staff, Commission, and Applicant
- (g) Citizen 's testimony
- (h) Rebuttal by Applicant

- (i) Public testimony closed
- (j) Council deliberation
- (k) Council action

- 5) Written Comments. Written materials regarding an agenda item may be submitted to the Council ~~at~~ prior to the Regular Meeting at which ~~an issue~~ that item is to be considered, however the Council may not be able to consider such written comments at that time. Written materials regarding an agenda item are limited to two pages in length and must be submitted by 5 p.m. on the Thursday before the meeting at which the agenda item will be considered. ~~Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.~~ This requirement applies only to written materials regarding a specific agenda item; citizens are encouraged to share concerns with Councilmembers at any time.
- 6) Special Meetings. Public comment is limited to written comment at any special meeting called in accordance with RCW 42.30.080. Such written comments must address an item on the agenda for the special meeting and submitted no later than four (4) hours before the commencement of the meeting. Submissions are limited to two pages.
- 5)7) Emergency Meetings. If the Council meets after a declaration of emergency as contemplated by RCW 42.30.230, public comment will not be accepted unless the Council determines that it is practical to accept public comment in a form determined by the Council.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. 2524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATED TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2461.

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, the Council has reviewed its current procedures and determined that they should be changed due to changed circumstances; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS.

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General:** These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.
 - A) **Censure.** Councilmembers must deport themselves in a manner that protects the institutional integrity of the Marysville City Council, its proceedings, and its reputation and instills public confidence in the Council's decision making process.
 - 1) Any City Councilmember may bring a motion for a censure hearing if he or she has evidence that forms a reasonable basis to believe that another Councilmember has acted in a manner that demonstrates contempt for the institution of the City Council or discredits the City Council. The motion must cite specific facts forming the basis for the belief and may be in writing. The Mayor shall not vote on a motion for a censure hearing.
 - 2) If such motion receives a second and is approved by a majority of Councilmembers present, a hearing will be held at the next regular Council meeting or at such other regular or special Council meeting as the Council decides. The accused member shall be afforded sufficient time to defend against the accusation.

3) The hearing will be held in executive session unless the accused Councilmember requests that the hearing be public. The Council shall determine the rules to govern the hearing, but will provide the accused Councilmember the right to present and rebut evidence. At the conclusion of the hearing the Council will reconvene in open session.

4) If the evidence presented at the hearing showed that the Councilmember acted in a manner that demonstrated contempt for the City Council or brought discredit on the City, any Councilmember may move that a resolution of censure be prepared. At least five Councilmembers must vote in favor of the motion to prepare a resolution of censure or the motion fails. Alternatively, if the evidence showed that the Councilmember did not act in a manner deserving of censure, any Councilmember may move to exonerate the accused Councilmember following the hearing. A motion to exonerate may be approved by a majority of Councilmembers present. The Mayor shall not vote on a motion to prepare a resolution of censure or a motion to exonerate.

5) If the Council votes to prepare a resolution of censure, such a resolution will be prepared reciting the facts that support the censure of the Councilmember. The accused Councilmember will be directed to appear at a future Council meeting at which meeting the resolution will be considered. At least five Councilmembers must vote in favor of a resolution of censure or the resolution fails. If the resolution is approved, it shall be read publicly, and the Councilmember shall not make any statement in support of, or in opposition thereto, or in mitigation thereof. The resolution of censure shall be read at the time it is scheduled whether or not the Councilmember appears as required.

II) **Organization:**

- A) **Swearing in of New Councilmembers.** Newly elected Councilmembers shall be sworn in as provided by state law.
- B) **Mayor Pro Tem.** The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting. The Mayor Pro Tem may also be known and referred to as the "Council President".
- C) **Quorum.** At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.
- D) **Attendance and Excused Absences.**

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Council President, or the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Council members shall:
 - (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
 - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW 42 .36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Council member must disassociate him/herself from the proceedings, unless:
 - (a) That Council member places on the record the substance of any written or oral ex parte communications concerning of the action; and

- (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
 - 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.
- F) Voting.
- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
 - 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
 - 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
 - 4) Reconsideration. Any Council member who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for reconsideration of a matter when all Councilmembers are present.
- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

III) **Officers:**

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tem, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tem, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.
- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:
 - 1) Call the meeting to order.
 - 2) Keep the meeting to its order of business.
 - 3) Control discussion in an orderly manner by:
 - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
 - (b) Permitting citizen comments at the appropriate times; and
 - (c) Requiring all speakers to speak to the question and to observe the rules of order.
 - 4) Decide all questions of order, subject to the provisions of Section I above.

IV) **Committee Appointments:** With the Mayor Pro Tem acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.

V) **Council Meetings:**

A) **Open to Public.** All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.

B) **Type of Meetings.**

1) **Regular Meetings.** The Council shall hold their regular meetings on the first, second, and fourth Mondays of the month commencing at 7:00 p.m. and adjourning not later than 11:00 p.m. unless extended by vote of the Council. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day.

2) **Workshops.** The Council shall hold workshop meetings on the first Monday of each month commencing at 7:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by vote of the Council. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.

3) **Special Meetings.** Special meetings may be called by the Mayor by communication via an e-mail with response required to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If no response is received, the City will make reasonable attempts to contact the Councilmember by phone. Proper notice shall also be given to the news media. A special meeting may also be called by the Mayor upon the written request of any four members of the Council. The notice of a special meeting shall specify the time and place of the special meeting and the business to be transacted, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present.

C) **Executive Sessions.**

1) **General.** The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and

whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
 - 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.
- D) Meeting Place. Regular Council Meetings will be held at the City Hall at ~~1049 State~~501 Delta Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.
- E) Council Agenda.
- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:
 - (a) Call to Order
 - (b) Invocation/Pledge of Allegiance
 - (c) Roll Call
 - (d) Presentations
 - (e) Audience Participation
 - (f) Approval of Minutes
 - (g) Consent Agenda
 - (h) Review Bids
 - (i) Public Hearings
 - (j) New Business
 - (k) Legal
 - (l) Mayor's Business
 - (m) Staff Business
 - (n) Call on Councilmembers and Committee Reports
 - (o) Adjournment
 - (p) Executive Session
 - (q) Reconvene
 - (r) Adjournment

- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second, then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.
- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item "Approve the Agenda Contents and Order," the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.
- 4) City Goals Meeting. A special meeting will be scheduled during the first quarter of each year with the agenda providing for a Council discussion of City goals for the ensuing year. The Council will request that the Mayor summarize the prior year's accomplishments and present the goals of the Executive Office for the ensuing year to facilitate the Council's discussion of this item.

VI) **Public Testimony and Comments:**

A) **Oral and Written Comments.**

- 1) General. The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under "Citizen Comments on items not on the Agenda" and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the "Citizen Comments on items not on the Agenda" period if the Council will allow comment on a particular item. The Mayor will decide, with

the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.

- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
 - (b) Swearing in
 - (c) Staff presentation
 - (d) Board or Commission recommendation
 - (e) Applicant 's statement
 - (f) Council's questions of Staff, Commission, and Applicant
 - (g) Citizen 's testimony
 - (h) Rebuttal by Applicant
 - (i) Public testimony closed
 - (j) Council deliberation
 - (k) Council action
- 5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

- VII) **Periodic Review:** It is the intent of the City Council that council procedures be periodically reviewed as needed, and may be amended at any other time that the Council shall choose.
- VIII) **Effect/Waiver of Rules:** These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.
- IX) **Repealer:** All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. ~~2492-2493~~ is hereby REPEALED for the reason that it is replaced by this resolution.

ADOPTED by the City Council at an open public meeting this 24th day of October, 2021₂.

CITY OF MARYSVILLE

By 
 JON NEHRING, MAYOR

Attest:

By 
~~TINA BROCK~~, DEPUTY CITY CLERK
 Genevieve Greddis

Approved as to form:

By 
 JON WALKER, CITY ATTORNEY

RCW 35A.11.020

Powers vested in legislative bodies of noncharter and charter code cities.

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people: PROVIDED, That nothing in this section or in this title shall permit any city, whether a code city or otherwise, to enact any provisions establishing or respecting a merit system or system of civil service for firefighters and police officers which does not substantially accomplish the same purpose as provided by general law in chapter **41.08** RCW for firefighters and chapter **41.12** RCW for police officers now or as hereafter amended, or enact any provision establishing or respecting a pension or retirement system for firefighters or police officers which provides different pensions or retirement benefits than are provided by general law for such classes.

Such body may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city, and may impose penalties of fine not exceeding five thousand dollars or imprisonment for any term not exceeding one year, or both, for the violation of such ordinances, constituting a misdemeanor or gross misdemeanor as provided therein. However, the punishment for any criminal ordinance shall be the same as the punishment provided in state law for the same crime. Such a body alternatively may provide that violation of such ordinances constitutes a civil violation subject to monetary penalty, but no act which is a state crime may be made a civil violation.

The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to the provisions of chapter **41.56** RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services,

including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns.

In addition and not in limitation, the legislative body of each code city shall have any authority ever given to any class of municipality or to all municipalities of this state before or after the enactment of this title, such authority to be exercised in the manner provided, if any, by the granting statute, when not in conflict with this title. Within constitutional limitations, legislative bodies of code cities shall have within their territorial limits all powers of taxation for local purposes except those which are expressly preempted by the state as provided in RCW [66.08.120](#),

* [82.36.440](#), [48.14.020](#), and [48.14.080](#).



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 4, 2023

SUBMITTED BY: CAO Gloria Hirashima, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Public Defense Agreements - Professional Service Agreement for Indigent Defense Services (Conflict Counsel)

SUGGESTED ACTION: Recommended Motion 1: I move to authorize the Mayor to sign the professional services agreement for indigent defense services with Chris Griffen.

Recommended Motion 2: I move to authorize the Mayor to sign the professional services agreement for indigent defense services with Meredith Hutchison.

Recommended Motion 3: I move to authorize the Mayor to sign the professional services agreement for indigent defense services with Jamie Kim.

SUMMARY:

The City is required to provide public defense services for defendants unable to afford their own representation. To qualify as indigent, the individual must receive an annual income, after taxes, of 125 percent or less of the current federally established poverty level. The Washington State Supreme Court has set minimum standards for indigent defense that the City is required to meet. The City contracts with Feldman & Lee as its primary public defense firm. Situations can arise where the primary firm has a conflict and another firm or attorney must be assigned. The City is also required to provide a back up defender for these situations. The City has not previously negotiated formal contracts with conflict counsel in the past. Instead these were assigned by the Court through a voucher process. In the interests of ensuring the City is fully compliant with state standards, we are formalizing the assignment of conflict counsel with a professional services agreement that incorporates the standards. We also reviewed rates and sought additional attorneys to provide these services. The process resulted in three attorneys proposed for engagement of services - Chris Griffen, Meredith Hutchison and Jamie Kim. These agreements are proposed to run January 1, 2024 through December 31, 2026.

ATTACHMENTS:

[Conflict Counsel PSA packet 12-11-23.pdf](#)

Chris L. Griffen

Attorney at Law, WSBA #41488
2804 Grand Ave, Ste 300H, Everett 98201
Phone (425) 405 0016
Fax (425) 740 0276
chris@everettdefense.com
www.everettdefense.com

Qualifications	Extensive criminal law experience: I have represented thousands of individuals charged with infractions, misdemeanors and felonies from arraignment through negotiation, settlement, trial and appeal over the last 15 years.	
Education	Juris Doctor Thomas M. Cooley Law School, Lansing, MI With Dean's List and Honor Role recognition	2008
	B.A., Political Science University of Washington, Seattle, WA	2004
Legal Experience	Owner, Griffen Law Office, Inc. Located in Everett, WA Founded my own Law Firm focused on criminal defense and representing clients in a wide range of criminal cases, from simple misdemeanors to serious felonies.	2011 to Present
	Conflict Public Defense Counsel For Marysville, Arlington, Lake Stevens, Monroe, City of Snohomish, Sultan, Mountlake Terrace and Lynnwood Employed on a part-time contractual basis to represent indigent clients for the cities of Marysville, Arlington, Lake Stevens, Monroe, the City of Snohomish, Sultan, Mountlake Terrace and Lynnwood who the full-time public defender cannot represent due to a conflict of interest.	2010 to Present
	Swinomish Tribal Prosecuting Attorney For the Swinomish Tribe in La Conner, WA Employed on a contract basis to represent the Swinomish Tribe in all criminal matters during extended absences of the full-time prosecutor. Duties included making charging decisions, consulting with the police department, and negotiation and preparation of cases through trial.	2014-2017

Prosecuting Attorney for Fife, WA 2010-2018

Assisted the full-time prosecuting attorney to cover appearances during pre-scheduled vacations and absences. Included making court appearances, preparing paperwork, and negotiating cases with defense counsel.

Full Time Public Defender 2009-2010

For Marysville, Arlington, and Lake Stevens
Worked under contract with two other attorneys to represent all indigent clients appointed by the cities of Marysville, Arlington and Lake Stevens in a full-time capacity.

Rule 9 Legal Intern 2008-2009

Marysville, WA Prosecutor's Office
Worked under the City Prosecutor to make charging decisions, negotiate cases, appear in court, and try cases.

Skills

- Legal research and analysis
- Trial preparation and litigation
- Negotiation and alternative dispute resolution
- Client counseling and support
- Case strategy development
- Evidence examination and witness cross-examination
- Post-conviction representation

Bar Admissions

- Member, Washington State Bar Association
- Member, Swinomish Bar Association

Legal Affiliations

- Member, Snohomish County Bar Association
- Member, Washington Association of Criminal Defense Lawyers

References

- Available upon request

Meredith Virant Hutchison

1818 Westlake Ave N. Suite 216 Seattle, WA 98109 email: meredith@hutchisonlawoffice.com 206-582-4259

EDUCATION

Thomas M. Cooley Law School, Lansing, Michigan

Juris Doctor, February 2008

- Women's Law Alliance Member
- Dean's List
- Phi Alpha Delta Law Fraternity, Chapter Clerk
- Peer Mentor
- Student Intellectual Property Law Association (SIPLA), Public Relations Chair

Gonzaga University, Spokane, Washington

Bachelor of Arts in Criminal Justice, May 2004

- Gonzaga-in-Florence, Junior Year Study Abroad in Italy

EXPERIENCE

Hutchison Law LLC, Owner

Private Criminal Defense and Public Defense Conflict Contracts

OPD PRP Attorney King County

Conflict Contracts (Seattle Municipal Court, Everett Municipal Court, Monroe Municipal Court, Mercer Island Municipal Court)

Seattle, WA
March 2018-Present

Guadagno & Virant PLLC, Partner

Private Criminal Defense and Public Defense Conflict Contracts

Seattle, WA
March 2014-March 2018

WSBA Board of Bar Examiners

Creating and grading Washington State Bar Exam Questions

Seattle, WA
June 2010-Present

Baker, Lewis, Schwisow & Laws, PLLC, Senior Associate

Criminal Defense attorney for clients in the City of Everett

Litigation experience 20+ Misdemeanor Trials

Co-created and ran the Everett Municipal Court Community Justice Alternatives Court (Mental Health Court)

Representing Parents through the Office of Public Defense PRP

(Kitsap/Snohomish/ Pierce Counties)

Everett, WA
July 2009-March 2014

Morales Rodriguez P.S.

Representing Parents through the Office of Public Defense PRP

Yakima, WA
October 2008-July 2009

WSBA Young Lawyers Division CLE Committee Co-Chair

Organizing and Creating CLE courses for Young Lawyers of WSBA

Seattle, WA
September 2008-October 2009

BAR/BRI Bar Review Program

Attorney Essay Grader and Guaranteed Success Program Tutor

Seattle, WA
May 2008-July 2008

Law Office of Robert Kelly and Associates (*Personal Injury*)
Legal Assistant and Rule 9 Legal Intern

Seattle, WA
February 2008-May 2008

Law Office of Eric J. Schurman (*Criminal Defense*)
Intern: Criminal Defense Division

Seattle, WA
September 2007-December 2007

Tomkins and Associates (*Personal Injury*)
Law Clerk and Rule 9 Extern

Seattle, WA
September 2006-December 2006

Researched cases. Drafted various legal documents. Organized files and conducted client intake interviews.

ABA Children's Rights Sub-committee
Research Assistant

Lansing, MI
September 2005-January 2006

Researched Washington State public school discipline codes for a California-based National project. Worked with law students from other states to create a uniform discipline code.

JAMIE S. KIM 8490 Mukilteo Speedway Suite 108, Mukilteo, WA 98275; (425) 918-2280; (425) 740-9260 FAX; Email: jamie@jamieskimlawoffice.com

BAR

Washington, June 2004
United States District Court – Western District of Washington, June 2018

EDUCATION

Loyola Law School, Los Angeles
Juris Doctor, May 2002

Northern Illinois University College of Law, Dekalb, IL

University of Illinois, Champaign, IL
B.S. Mechanical Engineering with International Minor, Dec. 1997

LEGAL EXPERIENCE

Law Office of Jamie S. Kim April 2010-present
Attorney

- Criminal law
- Providing conflict public defender services for the city of Everett, Bothell, and Marysville, Washington

Associated Council for the Accused (ACA), Seattle, WA Jun 2004 – Apr 2007
Attorney

- Represented indigents who are accused of misdemeanor charges for the city of Seattle
- Duties included pre-trial and trial preparations, conducting pre-trials, trials, and other review and motion hearings, and conducting attorney-client conferences

Law Offices of Laurence B. Donoghue, Rancho Verdes Palos, CA Nov. 2002 – Aug. 2003
Attorney

- Researched and wrote criminal motions
- Conducted criminal and family law hearings

Los Angeles District Attorney's Office, Los Angeles, CA Sept. 2001 – Dec. 2001
Law clerk

- Conducted preliminary hearings for felony criminal cases

Neighborhood Legal Services, Pacoima, CA May 2001 – Aug 2001
Law clerk

- Advocated on behalf of indigent clients for California and social security benefits
- Researched and wrote motions on various administrative law issues

Cook County State's Attorney's Office, Chicago, IL Jun 2000 – Aug 2000
Law clerk

- Conducted conferences with parents for child support hearings

LANGUAGE / COMPUTER

Korean, Microsoft Office

**CITY OF MARYSVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR INDIGENT DEFENSE SERVICES
(CONFLICT COUNSEL)**

THIS AGREEMENT (the “Agreement”) is made and entered into on this ____ day of _____, 2023, by and between the City of Marysville, a municipal corporation under the laws of the State of Washington, (the “City”) and Chris Griffen, an attorney whose address is 2804 Grand Ave, Ste 300H, Everett, WA (the “Conflict Counsel”).

WHEREAS, the City provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Marysville Municipal Court; and

WHEREAS, the Supreme Court has by Order dated June 15, 2012, adopted New Standards for Indigent Defense and Certification of Compliance (the “Supreme Court Standards”), which impose certain standards, requirements, and a caseload limit of 400 unweighted misdemeanor cases per attorney for all attorneys providing indigent defense services; and

WHEREAS, the City has adopted Standards for the Delivery of Public Defense Services by Resolution No. 2368 adopted November 24, 2014 (the “City Standards”); and

WHEREAS, the City has contracted with Feldman and Lee, P.S., to handle the majority of cases which require appointment of a public defender but conflicts of interest sometimes require that Feldman and Lee, P.S., refuse appointment or withdraw from representation of certain individuals and it is possible that caseload limitations will require Feldman and Lee, P.S., to refuse appointment from representation of certain individuals; and

WHEREAS, Conflict Counsel represents that Conflict Counsel is willing, qualified, and able to accept appointments by the Municipal Court to represent indigent defense clients whom Feldman and Lee, P.S., may not represent;

NOW, THEREFORE, the City and Conflict Counsel enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. **Term.** The term of this Agreement shall be from the January 1, 2024 to December 31, 2026, unless earlier terminated as provided herein.
2. **Scope of Services, Standards, and Warranty.** During the term of the Agreement, Conflict Counsel will accept appointments to represent individuals (“Clients”) who have been charged with criminal offenses in the Marysville Municipal Court (the “Municipal Court”), who

are determined to be eligible for representation at public expense, and who the City's primary public defender, Feldman and Lee, P.S., may not represent (such representation, the "Services"). The Services may also include representing Clients on appeals to the Snohomish County Superior Court. This Agreement does not guarantee that Conflict Counsel will be appointed any Clients, as appointments are at the discretion of the Municipal Court Judges and their delegates.

Conflict Counsel will provide the Services in accordance with this Agreement, the Supreme Court Standards, and the City Standards. Conflict Counsel warrants that Conflict Counsel has read and is fully familiar with the provisions of the Supreme Court Standards and the City Standards, both of which are attached hereto as Exhibit A and incorporated by this reference. Conflict Counsel warrants that Conflict Counsel has the qualification and experience necessary to accept appointment to misdemeanors, gross misdemeanors, and RALJ appeals and to comply with the Supreme Court Standards and the City Standards. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. To that end, and in accordance with court rule, Conflict Counsel shall certify compliance, quarterly, with the Municipal Court on the form established for that purpose by court rule. Conflict Counsel further warrants that the compensation detailed in Section 5 is sufficient to cover the cost of providing the Services, including Conflict Counsel's infrastructure, support and administrative services, and systems necessary to comply with the Supreme Court Standards and the City Standards. Conflict Counsel shall promptly notify the City if any circumstance, including a change in court rules or law, renders it difficult or impossible to provide the Services in compliance with this Agreement, the Supreme Court Standards, or the City Standards.

3. Client Representation.

3.1. Appointment. During the term of the Agreement, Conflict Counsel will accept appointments from the Municipal Court, provided, however, that in no event is Conflict Counsel required to accept appointment where it would cause non-compliance with the Supreme Court Standards, the City Standards, or the Rules of Professional Conduct or if the Conflict Counsel's existing caseload would preclude adequate representation. Except as otherwise provided in this Agreement and irrespective of the term of this Agreement, Conflict Counsel shall provide representation for each Client appointed during the term of the Agreement until the case is closed by the Municipal Court. Expiration or termination of this Agreement does not affect Conflict Counsel's obligation to represent Clients until the case is closed by the Municipal Court, except as provided in Section 3.3.

3.2. Course of Representation.

3.2.1. Conflict Counsel shall be available to each Client to ensure that the Client is provided with effective assistance of counsel. Confidential Client access to Conflict Counsel prior to court hearings is paramount. Conflict Counsel shall use

best efforts to confer with Clients about cases promptly after appointment and prior to trial or hearings.

3.2.2. Conflict Counsel shall maintain an office that is reasonably available to Clients residing within the corporate limits of the City, but the office is not required to be located within the City. Conflict Counsel shall be available to Clients by phone, email, and postal mail.

3.2.3. Conflict Counsel shall respond to Client inquires within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email, or otherwise.

3.2.4. Conflict Counsel shall maintain a case reporting and case management information system and shall track time spent on each Client's case. Conflict Counsel's case reporting and case management information system shall have sufficient capacity to generate the reports required by Section 4.

3.3. Withdrawal.

3.3.1. In no event is Conflict Counsel required to continue representation where it would cause non-compliance with the Supreme Court Standards, the City Standards, or the Rules of Professional Conduct or if the Conflict Counsel's existing caseload would preclude adequate representation. In such event, Conflict Counsel shall motion the court to withdraw, alerting the court to the ethical implications of continued representation.

3.3.2. Upon termination for convenience pursuant to Section 6.2 or an agreed termination pursuant to Section 6.3 and unless otherwise agreed upon in writing, Conflict Counsel shall continue representation in all pending Client cases until the case is closed by the Municipal Court. Provided, however, that if the Client fails to appear for a court appearance, Conflict Counsel may motion the court to withdraw.

3.3.3. Upon termination for cause pursuant to Section 6.1, Conflict Counsel shall motion the court to withdraw from all pending Client cases immediately, providing adequate notice to all Clients.

4. Reporting. Conflict Counsel shall submit to the City's Public Defense Administrator a copy of each and every Certification of Compliance filed with the Municipal Court pursuant to court rule. In addition, Conflict Counsel shall submit a quarterly report to the City's Public Defense Administrator that includes the name of each Client appointed by the Municipal Court in the preceding quarter, the date of appointment, the case number, the charge(s), the disposition of the charge(s), and the method of disposition (i.e. trial, plea, motion, etc.). In addition, the quarterly

report shall contain such information required by the City Standards to allow the City to determine Conflict Counsel's compliance with caseload limits, including information pertaining to Conflict Counsel's other municipal public defense contracts and Conflict Counsel's private practice, if any.

5. Compensation and Payment. Subject to all the provisions of this section, the City shall pay Conflict Counsel up to \$450.00 per case for the Services. In a case in which a trial is held before a jury or a bench trial, Conflict Counsel shall be authorized to bill up to an additional \$450.00. In a case in which a RALJ appeal is filed with the Superior Court and in which a brief of the appellant is filed, Conflict Counsel shall be authorized to bill up to an additional \$450.00. If there are any post-conviction hearings (e.g. failure to comply), Conflict Counsel will be compensated at the rate of \$75.00 per hour for preparing and appearing at such hearings.

5.1. Conflict Counsel warrants that the payment contemplated covers all infrastructure, overhead, equipment, support and administrative services, routine investigation, and systems necessary to comply with the Supreme Court Standards and the City Standards, except as provided below.

5.2. The City shall pay for the following case expenses in addition to any per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

5.2.1. Investigation expenses;

5.2.2 Medical and psychiatric evaluations;

5.2.3. Expert witness fees and expenses;

5.2.4. Interpreters fees;

5.2.5. Polygraph, forensic, and other scientific tests;

5.2.6. Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

5.2.7. The cost of obtaining medical, school, birth, DMV, and other similar records and 911 and emergency communication recordings and logs to the extent they are not provided through discovery; and

5.2.8. Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

5.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript, and original charging documents.

5.4. In the event Conflict Counsel has a conflict of interest that prevents Conflict Counsel from representing a Client, Conflict Counsel shall not be required to compensate any other attorney subsequently appointed.

5.5. Conflict Counsel is not guaranteed any payment under this Agreement as payment is contingent on Conflict Counsel being assigned Clients. In no event will the City be liable to the Contractor for loss of business.

5.6. Invoices. In order to receive payment, Conflict Counsel will submit an invoice to the City's Public Defense Administrator. The invoice shall be on a form approved by the Public Defense Administrator and shall detail the name of the Client, the charge(s), the date of appointment, the case number, and the services provided. Services may be invoiced as follows:

a. Upon appointment, completing a conflicts check, and filing a notice of appearance, Conflict Counsel may invoice for \$450.00.

b. Upon completion of a trial, Conflict Counsel may invoice for \$450.00 in addition to the standard case fee.

c. Upon a final ruling in a RALJ appeal, Conflict Counsel may invoice for \$450.00 in addition to the standard case fee and any trial fee.

d. Upon completing a post-conviction hearing, Conflict Counsel may invoice for hours (or fractions of hours) spent on the matter at a rate of \$75.00 per hour.

5.7. In the event of termination under Section 6.2 or 6.3, Conflict Counsel shall promptly submit invoices for any Services performed, but not yet compensated.

5.8. Upon termination for cause pursuant to Section 6.1, Conflict Counsel shall promptly submit invoices to the City for Services performed on each Client's case before the earlier of: (1) the violation of a material term or (2) notice of a contract violation that ultimately led to termination for cause.

6. Termination.

6.1. For Cause. This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the Supreme Court Standards, the City Standards, the Rules of Professional Conduct, and any applicable court rules; a violation of the provisions of Section 9 relating to insurance; conviction of a criminal charge; or a finding that the license of Conflict Counsel has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of a contract violation

shall be provided to Conflict Counsel and Conflict Counsel shall have ten (10) business days to correct the violation. If Conflict Counsel fails to correct the violation, the City, in its sole discretion, may terminate the Agreement for cause or may agree in writing to alternative corrective measures.

6.2. For Convenience. Either party may terminate this Agreement at any time, without cause, by providing the other party not less than ninety (90) days written notice.

6.3. Agreed. The parties may agree in writing to terminate the Agreement at any time.

7. Nondiscrimination. Neither Conflict Counsel nor any person acting on behalf of Conflict Counsel shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates or in the provision of Services under this Agreement.

8. Indemnification. Conflict Counsel agrees to 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 Conflict Counsel in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Conflict Counsel's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. Conflict Counsel shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Conflict Counsel and any agents, representatives, or employees of Conflict Counsel.

9.1. Conflict Counsel shall obtain insurance of the types and coverage described below:

9.1.1. 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 Conflict Counsel'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.

9.1.2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.1.3. Professional Liability insurance appropriate to Conflict Counsel's undertakings. The policy shall not contain an exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

9.2. Conflict Counsel shall maintain the following insurance limits:

9.2.1.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

9.2.2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall not contain an exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

9.3. Conflict Counsel's 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 Conflict Counsel's insurance and shall not contribute with it.

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

9.5. Conflict Counsel 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 Conflict Counsel before commencement of the Services.

9.6. Conflict Counsel shall provide the City with written notice of any policy cancellation within two (2) business days of its receipt of such notice.

9.7. Failure on the part of Conflict Counsel to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days notice to Conflict Counsel to correct the breach, immediately terminate this 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 Conflict Counsel from the City.

9.8. If Conflict Counsel maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General, Professional Liability, and Excess or Umbrella liability maintained by Conflict Counsel, irrespective of whether such limits maintained by Conflict Counsel 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 Conflict Counsel.

9.9. Conflict Counsel's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Conflict Counsel to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Work Performed by Conflict Counsel. In addition to compliance with the Supreme Court Standards and the City Standards in performing the Services under this Agreement, Conflict Counsel shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations which are applicable to Conflict Counsel's business, equipment, and personnel engaged in performing the Services under this Agreement.

11. Work Performed at Conflict Counsel's Risk. Conflict Counsel shall be responsible for the safety of its employees, agents, and subcontractors in providing the Services, and shall take all protections reasonably necessary for that purpose. All Services shall be done at Conflict Counsel's own risk and Conflict Counsel shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the Services. Conflict Counsel shall also pay its employees all wages, salaries, and benefits required by law and provide for taxes, withholding, and all other employment related charges, taxes, or fees in accordance with law and IRS regulations.

12. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of Conflict Counsel's particular skills, qualifications, experience, and ability to meet the Supreme Court Standards and City Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by Conflict Counsel without the express written consent of the City shall be void.

13. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and Conflict Counsel.

14. Entire Agreement. This Agreement contains the entire agreement between the City and Conflict Counsel. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

15. Written Notice. All reports, notices, and communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified in writing to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO THE CITY:

City of Marysville

Attn.: Chief Administrative Officer

501 Delta Avenue

Marysville, WA 98270

TO CONFLICT COUNSEL:

Chris L. Griffen

2804 Grand Ave, Ste 300H

Everett, WA 98201

16. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding, or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Supreme Court Standards or City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case shall be referred to a Judge of the Municipal Court. Nothing herein shall be construed to obligate, require, or permit the City, its officers, agents, or employees to inquire into any privileged communication between Conflict Counsel and a Client. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

[Signature Page Follows]

CITY OF MARYSVILLE

CONFLICT COUNSEL

Mayor Jon Nehring



CHRIS L. GRIFFEN, WSBA # 41488

Date Signed: _____

Date Signed: 11/15/2023

ATTEST:

Tina Brock, City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney

EXHIBIT A

THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE ADOPTION OF NEW
STANDARDS FOR INDIGENT DEFENSE AND
CERTIFICATION OF COMPLIANCE

ORDER

NO. 25700-A-1004

The Washington State Bar Association having recommended the adoption of New Standards for Indigent Defense and Certification of Compliance, and the Court having considered the amendments and comments submitted thereto, and having determined that the proposed amendments will aid in the prompt and orderly administration of justice;

Now, therefore, it is hereby

ORDERED:

- (a) That the standards and certificate as attached hereto are adopted.
- (b) That the New Standards for Indigent Defense, except Standard 3.4, will be published in the Washington Reports and will become effective September 1, 2012. New Standard 3.4 will be published in the Washington Reports and become effective on September 1, 2013.

DATED at Olympia, Washington this 15th day of June, 2012.

FILED
 SUPREME COURT
 STATE OF WASHINGTON
 12 JUN 15 AM 8:00
 BY RONALD R. CARPENTER
 CLERK

639/4

Page 2

IN THE MATTER OF THE ADOPTION OF NEW STANDARDS FOR INDIGENT DEFENSE
AND CERTIFICATION OF COMPLIANCE

Madsen, C. J.

Chambers, J.
J. M. Johnson
Wiggins, J.

Joe J. [Signature]
Stephens, J.
González, J.

STANDARDS FOR INDIGENT DEFENSE

The following Standards for Indigent Defense are adopted pursuant to CrR 3.1, CrRLJ 3.1 and JuCR 9.2 and shall have an effective date concurrent with the effectiveness of amendments to those rules approved by the Court July 8, 2010 (effective July 1, 2012);

Standard 3: Caseload Limits and Types of Cases

- 3.1 The contract or other employment agreement or government budget shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.
- 3.2 The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, "quality representation" is intended to describe the minimum level of attention, care, and skill that Washington citizens would expect of their state's criminal justice system.
- 3.3 **General Considerations**
Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort in each case type specified. Caseload limits assume a reasonably even distribution of cases throughout the year.

The increased complexity of practice in many areas will require lower caseload limits. The maximum caseload limit should be adjusted downward when the mix of case assignments is weighted toward offenses or case types that demand more investigation, legal research and writing, use of experts, use of social workers, or other expenditures of time and resources. Attorney caseloads should be assessed by the workload required, and cases and types of cases should be weighted accordingly.

If a defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionately to determine a full caseload. In jurisdictions where assigned counsel or contract attorneys also maintain private law practices, the caseload should be based on the percentage of time the lawyer devotes to public defense.

The experience of a particular attorney is a factor in the composition of cases in the attorney's caseload.

The following types of cases fall within the intended scope of the caseload limits for criminal and juvenile offender cases in Standard 3.4 and must be taken into account when assessing an attorney's numerical caseload: partial case representations, sentence violations, specialty or therapeutic courts, transfers, extraditions, representation of material witnesses, petitions for conditional release or final discharge, and other matters that do not involve a new criminal charge.

STANDARDS FOR INDIGENT DEFENSE

Definition of case: A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. In courts of limited jurisdiction multiple citations from the same incident can be counted as one case.

3.4 Caseload Limits

The caseload of a full-time public defense attorney or assigned counsel should not exceed the following:

150 Felonies per attorney per year; or

300 Misdemeanor cases per attorney per year or, in jurisdictions that have not adopted a numerical case weighting system as described in this Standard, 400 cases per year; or

250 Juvenile Offender cases per attorney per year; or

80 open Juvenile Dependency cases per attorney; or

250 Civil Commitment cases per attorney per year; or

1 Active Death Penalty trial court case at a time plus a limited number of non death penalty cases compatible with the time demand of the death penalty case and consistent with the professional requirements of Standard 3.2 or

36 Appeals to an appellate court hearing a case on the record and briefs per attorney per year. *(The 36 standard assumes experienced appellate attorneys handling cases with transcripts of an average length of 350 pages. If attorneys do not have significant appellate experience and/or the average transcript length is greater than 350 pages, the caseload should be accordingly reduced.)*

Full time Rule 9 interns who have not graduated from law school may not have caseloads that exceed twenty-five percent (25%) of the caseload limits established for full time attorneys. *[Effective September 1, 2013]*

3.5 Case Counting

The local government entity responsible for employing, contracting with or appointing public defense attorneys should adopt and publish written policies and procedures to implement a numerical case-weighting system to count cases. If such policies and procedures are not adopted and published, it is presumed that attorneys are not engaging in case weighting. A numerical case weighting system must:

- A. recognize the greater or lesser workload required for cases compared to an average case based on a method that adequately assesses and documents the workload involved;
- B. be consistent with these Standards, professional performance guidelines, and the Rules of Professional Conduct;

STANDARDS FOR INDIGENT DEFENSE

- C. not institutionalize systems or practices that fail to allow adequate attorney time for quality representation; and
- D. be periodically reviewed and updated to reflect current workloads; and
- E. be filed with the State of Washington Office of Public Defense.

Cases should be assessed by the workload required. Cases and types of cases should be weighted accordingly. Cases which are complex, serious, or contribute more significantly to attorney workload than average cases should be weighted upwards. In addition, a case weighting system should consider factors that might justify a case weight of less than one case.

Notwithstanding any case weighting system, resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case.

3.6 Case Weighting

The following are some examples of situations where case weighting might result in representations being weighted as more or less than one case. The listing of specific examples is not intended to suggest or imply that representations in such situations should or must be weighted at more or less than one case, only that they may be, if established by an appropriately adopted case weighting system.

- A. **Case Weighting Upwards:** Serious offenses or complex cases that demand more-than-average investigation, legal research, writing, use of experts, use of social workers and/or expenditures of time and resources should be weighted upwards and counted as more than one case.
- B. **Case Weighting Downward:** Listed below are some examples of situations where case weighting might justify representations being weighted less than one case. However, care must be taken because many such representations routinely involve significant work and effort and should be weighted at a full case or more.
 - i. Cases that result in partial representations of clients, including client failures to appear and recommencement of proceedings, preliminary appointments in cases in which no charges are filed, appearances of retained counsel, withdrawals or transfers for any reason, or limited appearances for a specific purpose (not including representations of multiple cases on routine dockets).
 - ii. Cases in the criminal or offender case type that do not involve filing of new criminal charges, including sentence violations, extraditions,

STANDARDS FOR INDIGENT DEFENSE

representations of material witnesses, and other matters or representations of clients that do not involve new criminal charges. Non-complex sentence violations should be weighted as at least 1/3 of a case.

- iii. Cases in specialty or therapeutic courts if the attorney is not responsible for defending the client against the underlying charges before or after the client's participation in the specialty or therapeutic court. However, case weighting must recognize that numerous hearings and extended monitoring of client cases in such courts significantly contribute to attorney workload and in many instances such cases may warrant allocation of full case weight or more.
- iv. Cases on a criminal or offender first appearance or arraignment docket where the attorney is designated, appointed or contracted to represent groups of clients on that docket without an expectation of further or continuing representation and which are not resolved at that time (except by dismissal). In such circumstances, consideration should be given to adjusting the caseload limits appropriately, recognizing that case weighting must reflect that attorney workload includes the time needed for appropriate client contact and preparation as well as the appearance time spent on such dockets.
- v. Representation of a person in a court of limited jurisdiction on a charge which, as a matter of regular practice in the court where the case is pending, can be and is resolved at an early stage of the proceeding by a diversion, reduction to an infraction, stipulation on continuance, or other alternative non-criminal disposition that does not involve a finding of guilt. Such cases should be weighted as at least 1/3 of a case.

Related Standards

American Bar Association, *Standards for Criminal Justice*, 4-1.2, 5-4.3.

American Bar Association *Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*. [\[Link\]](#)

American Bar Association, *Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation*, May 13, 2006, *Formal Opinion 06-441*. [\[Link\]](#)

The American Council of Chief Defenders *Statement on Caseloads and Workloads*, (2007). [\[Link\]](#)

American Bar Association *Eight Guidelines of Public Defense Related to Excessive Caseloads*. [\[Link\]](#)

National Advisory Commission on Criminal Standards and Goals, *Task Force on Courts*, 1973, Standard 13.12.

American Bar Association *Disciplinary Rule 6-101*.

American Bar Association *Ten Principles of a Public Defense Delivery System*. [\[Link\]](#)

STANDARDS FOR INDIGENT DEFENSE

ABA Standards of Practice for Lawyers who Represent Children in Abuse & Neglect Cases, (1996)
American Bar Association, Chicago, IL.

The American Council of Chief Defenders Ethical Opinion 03-01 (2003).

National Legal Aid and Defender Association, *Standards for Defender Services*, Standards IV-1.

National Legal Aid and Defender Association, *Model Contract for Public Defense Services* (2002). [\[Link\]](#)

NACC Recommendations for Representation of Children in Abuse and Neglect Cases (2001). [\[Link\]](#)

City of Seattle Ordinance Number: 121501 (2004). [\[Link\]](#)

Seattle-King County Bar Association Indigent Defense Services Task Force, Guideline Number 1.

Washington State Office of Public Defense, *Parents Representation Program Standards Of Representation* (2009). [\[Link\]](#)

Keeping Defender Workloads Manageable, Bureau of Justice Assistance, U.S. Department of Justice, Indigent Defense Series #4 (Spangenberg Group, 2001). [\[Link\]](#)

5.2 Administrative Costs

- A. Contracts for public defense services shall provide for or include administrative costs associated with providing legal representation. These costs should include but are not limited to travel, telephones, law library, including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training, meeting the reporting requirements imposed by these standards, and other costs necessarily incurred in the day-to-day management of the contract.
- B. Public defense attorneys shall have 1) access to an office that accommodates confidential meetings with clients and 2) a postal address, and adequate telephone services to ensure prompt response to client contact.

6.1 Investigators

Public defense attorneys shall use investigation services as appropriate.

Standard 13: Limitations on Private Practice

Private attorneys who provide public defense representation shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent.

Standard 14: Qualifications of Attorneys

14.1 In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications:

- A. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; and

STANDARDS FOR INDIGENT DEFENSE

- B. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and
- C. Be familiar with the Washington Rules of Professional Conduct; and
- D. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and
- E. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
- F. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
- G. Complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice.

14.2 Attorneys' qualifications according to severity or type of case¹:

- A. **Death Penalty Representation.** Each attorney acting as lead counsel in a criminal case in which the death penalty has been or may be decreed and which the decision to seek the death penalty has not yet been made shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and
 - ii. At least five years criminal trial experience; and
 - iii. Have prior experience as lead counsel in no fewer than nine jury trials of serious and complex cases which were tried to completion; and
 - iv. Have served as lead or co-counsel in at least one aggravated homicide case; and
 - v. Have experience in preparation of mitigation packages in aggravated homicide or persistent offender cases; and
 - vi. Have completed at least one death penalty defense seminar within the previous two years; and
 - vii. Meet the requirements of SPRC 2.²

¹ Attorneys working toward qualification for a particular category of cases under this standard may associate with lead counsel who is qualified under this standard for that category of cases.

²SPRC 2 APPOINTMENT OF COUNSEL

At least two lawyers shall be appointed for the trial and also for the direct appeal. The trial court shall retain responsibility for appointing counsel for trial. The Supreme Court shall appoint counsel for the direct appeal. Notwithstanding RAP 15.2(f) and (h), the Supreme Court will determine all motions to withdraw as counsel on appeal.

STANDARDS FOR INDIGENT DEFENSE

The defense team in a death penalty case should include, at a minimum, the two attorneys appointed pursuant to SPRC 2, a mitigation specialist and an investigator. Psychiatrists, psychologists and other experts and support personnel should be added as needed.

B. Adult Felony Cases - Class A

Each attorney representing a defendant accused of a Class A felony as defined in RCW 9A.20.020 shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served two years as a prosecutor; or
 - b. has served two years as a public defender; or two years in a private criminal practice; and
- iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in three felony cases that have been submitted to a jury.

C. Adult Felony Cases – Class B Violent Offense

Each attorney representing a defendant accused of a Class B violent offense as defined in RCW 9A.20.020 shall meet the following requirements.

- i. The minimum requirements set forth in Section 1; and
- ii. Either;
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice; and
- iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in two Class C felony cases that have been submitted to a jury.

D. Adult Sex Offense Cases

A list of attorneys who meet the requirements of proficiency and experience, and who have demonstrated that they are learned in the law of capital punishment by virtue of training or experience, and thus are qualified for appointment in death penalty trials and for appeals will be recruited and maintained by a panel created by the Supreme Court. All counsel for trial and appeal must have demonstrated the proficiency and commitment to quality representation which is appropriate to a capital case. Both counsel at trial must have five years' experience in the practice of criminal law be familiar with and experienced in the utilization of expert witnesses and evidence, and not be presently serving as appointed counsel in another active trial level death penalty case. One counsel must be, and both may be, qualified for appointment in capital trials on the list, unless circumstances exist such that it is in the defendant's interest to appoint otherwise qualified counsel learned in the law of capital punishment by virtue of training or experience. The trial court shall make findings of fact if good cause is found for not appointing list counsel.

At least one counsel on appeal must have three years' experience in the field of criminal appellate law and be learned in the law of capital punishment by virtue of training or experience. In appointing counsel on appeal, the Supreme Court will consider the list, but will have the final discretion in the appointment of counsel. [\[Link\]](#)

STANDARDS FOR INDIGENT DEFENSE

Each attorney representing a client in an adult sex offense case shall meet the following requirements:

- i. The minimum requirements set forth in Section 1 and Section 2(C); and
- ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

E. Adult Felony Cases - All other Class B Felonies, Class C Felonies, Probation or Parole Revocation

Each attorney representing a defendant accused of a Class B felony not defined in Section 2(C) or (D) above or a Class C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing shall meet the following requirements:

- i. The minimum requirements set forth in Section 1, and
- ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice; and
- iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury; and
- iv. Each attorney shall be accompanied at his or her first felony trial by a supervisor if available.

F. Persistent Offender (Life Without Possibility of Release) Representation

Each attorney acting as lead counsel in a “two-strikes” or “three strikes” case in which a conviction will result in a mandatory sentence of life in prison without parole shall meet the following requirements:

- i. The minimum requirements set forth in Section 1;³ and
- ii. Have at least:
 - a. four years criminal trial experience; and
 - b. one year experience as a felony defense attorney; and
 - c. experience as lead counsel in at least one Class A felony trial; and
 - d. experience as counsel in cases involving each of the following:
 1. Mental health issues; and

³ RCW 10.101.060 (1)(a)(iii) provides that counties receiving funding from the state Office of Public Defense under that statute must require “attorneys who handle the most serious cases to meet specified qualifications as set forth in the Washington state bar association endorsed standards for public defense services or participate in at least one case consultation per case with office of public defense resource attorneys who are so qualified. The most serious cases include all cases of murder in the first or second degree, persistent offender cases, and class A felonies.”

STANDARDS FOR INDIGENT DEFENSE

2. Sexual offenses, if the current offense or a prior conviction that is one of the predicate cases resulting in the possibility of life in prison without parole is a sex offense; and
3. Expert witnesses; and
4. One year of appellate experience or demonstrated legal writing ability.

G. Juvenile Cases - Class A

Each attorney representing a juvenile accused of a Class A felony shall meet the following requirements:

- i. The minimum requirements set forth in Section 1, and
- ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; one year in a private criminal practice; and
- iii. Has been trial counsel alone of record in five Class B and C felony trials; and
- iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.

H. Juvenile Cases - Classes B and C

Each attorney representing a juvenile accused of a Class B or C felony shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice, and
- iii. has been trial counsel alone in five misdemeanor cases brought to a final resolution; and
- iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor if available.

I. Juvenile Sex Offense Cases

Each attorney representing a client in a juvenile sex offense case shall meet the following requirements:

- i. The minimum requirements set forth in Section 1 and Section 2(H); and
- ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

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J. Juvenile Status Offenses Cases. Each attorney representing a client in a “Becca” matter shall meet the following requirements:

- i. The minimum requirements as outlined in Section 1; and
- ii. Either:
 - a. have represented clients in at least two similar cases under the supervision of a more experienced attorney or completed at least three hours of CLE training specific to “status offense” cases; or
 - b. have participated in at least one consultation per case with a more experienced attorney who is qualified under this section.

K. Misdemeanor Cases

Each attorney representing a defendant involved in a matter concerning a simple misdemeanor or gross misdemeanor or condition of confinement, shall meet the requirements as outlined in Section 1.

L. Dependency Cases

Each attorney representing a client in a dependency matter shall meet the following requirements:

- i. The minimum requirements as outlined in Section 1; and
- ii. Attorneys handling termination hearings shall have six months dependency experience or have significant experience in handling complex litigation.
- iii. Attorneys in dependency matters should be familiar with expert services and treatment resources for substance abuse.
- iv. Attorneys representing children in dependency matters should have knowledge, training, experience, and ability in communicating effectively with children, or have participated in at least one consultation per case either with a state Office of Public Defense resource attorney or other attorney qualified under this section.

M. Civil Commitment Cases

Each attorney representing a respondent shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Each staff attorney shall be accompanied at his or her first 90 or 180 day commitment hearing by a supervisor; and
- iii. Shall not represent a respondent in a 90 or 180 day commitment hearing unless he or she has either:
 - a. served one year as a prosecutor, or
 - b. served one year as a public defender, or one year in a private civil commitment practice, and
 - c. been trial counsel in five civil commitment initial hearings; and

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- iv. Shall not represent a respondent in a jury trial unless he or she has conducted a felony jury trial as lead counsel; or been co-counsel with a more experienced attorney in a 90 or 180 day commitment hearing.

N. Sex Offender “Predator” Commitment Cases

Generally, there should be two counsel on each sex offender commitment case. The lead counsel shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Have at least:
 - a. Three years criminal trial experience; and
 - b. One year experience as a felony defense attorney or one year experience as a criminal appeals attorney; and
 - c. Experience as lead counsel in at least one felony trial; and
 - d. Experience as counsel in cases involving each of the following:
 - 1. Mental health issues; and
 - 2. Sexual offenses; and
 - 3. Expert witnesses; and
 - e. Familiarity with the Civil Rules; and
 - f. One year of appellate experience or demonstrated legal writing ability.

Other counsel working on a sex offender commitment cases should meet the Minimum Requirements in Section 1 and have either one year experience as a public defender or significant experience in the preparation of criminal cases, including legal research and writing and training in trial advocacy.

O. Contempt of Court Cases

Each attorney representing a respondent shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Each attorney shall be accompanied at his or her first three contempt of court hearings by a supervisor or more experienced attorney, or participate in at least one consultation per case with a state Office of Public Defense resource attorney or other attorney qualified in this area of practice.

P. Specialty Courts

Each attorney representing a client in a specialty court (e.g., mental health court, drug diversion court, homelessness court) shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. The requirements set forth above for representation in the type of practice involved in the specialty court (e.g., felony, misdemeanor, juvenile); and
- iii. Be familiar with mental health and substance abuse issues and treatment alternatives.

STANDARDS FOR INDIGENT DEFENSE

14.3 Appellate Representation.

Each attorney who is counsel for a case on appeal to the Washington Supreme Court or to the Washington Court of Appeals shall meet the following requirements:

- A. The minimum requirements as outlined in Section 1; and
- B. Either:
 - i. has filed a brief with the Washington Supreme Court or any Washington Court of Appeals in at least one criminal case within the past two years; or
 - ii. has equivalent appellate experience, including filing appellate briefs in other jurisdictions, at least one year as an appellate court or federal court clerk, extensive trial level briefing or other comparable work.
- C. Attorneys with primary responsibility for handling a death penalty appeal shall have at least five years' criminal experience, preferably including at least one homicide trial and at least six appeals from felony convictions, and meet the requirements of SPRC 2.

RALJ Misdemeanor Appeals to Superior Court: Each attorney who is counsel alone for a case on appeal to the Superior Court from a Court of Limited Jurisdiction should meet the minimum requirements as outlined in Section 1, and have had significant training or experience in either criminal appeals, criminal motions practice, extensive trial level briefing, clerking for an appellate judge, or assisting a more experienced attorney in preparing and arguing an RALJ appeal.

14.4 Legal Interns

- A. Legal interns must meet the requirements set out in APR 9.
- B. Legal interns shall receive training pursuant to APR 9 and in offices of more than seven attorneys, an orientation and training program for new attorneys and legal interns should be held.

STANDARDS FOR INDIGENT DEFENSE

CERTIFICATION OF COMPLIANCE
“Applicable Standards” required by CrR3.1/ CrRLJ 3.1 / JuCR9.2

For criminal and juvenile offender cases, a signed certification of compliance with Applicable Standards must be filed by an appointed attorney by separate written certification on a quarterly basis in each court in which the attorney has been appointed as counsel.

The certification must be in substantially the following form:

SEPARATE CERTIFICATION FORM

_____ Court of Washington for
--

Certification of Appointed Counsel of
Compliance with Standards Required by
CrR 3.1 / CrRLJ 3.1 / JuCR 9.2

The undersigned attorney hereby certifies:

1. Approximately ____% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as

STANDARDS FOR INDIGENT DEFENSE

appropriate, in compliance with Standard 6.1.

- d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases.
[Effective 9/1/13: I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the case counting and weighting system applicable in my jurisdiction.]

Defendant's Lawyer, WSBA#

Date

EXHIBIT B

RESOLUTION NO. 2368

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON
AMENDING NEW STANDARDS FOR THE DELIVERY OF PUBLIC
DEFENDER SERVICES PURSUANT TO RCW 10.101.030 ADOPTED
BY RESOLUTION 2363**

WHEREAS, RCW 10.101.030 requires the City of Marysville ("City") to adopt standards for the delivery of public defense services, specifies the topics to be addressed in such standards, and urges local legislative bodies to use the standards endorsed by the Washington State Bar Association for indigent defense as guidelines; and

WHEREAS, the City adopted new standards for the delivery of public defender services by Resolution 2363 adopted July 28, 2014; and

WHEREAS, after review, consultation with the City's public defender and further consideration, City Council finds it would promote the public interest to make certain amendments to the standards as set forth in Exhibit A,

NOW, THEREFORE

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Marysville Standards for the Delivery of Public Defense Services as set forth in Exhibit A to this resolution are hereby adopted and approved, and supersede the Standards of the Delivery of Public Defense Services as adopted by Resolution 2363.

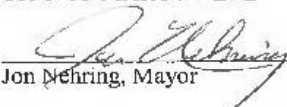
Section 2. The City Clerk is directed to provide a certified copy of the Standards to the Presiding Judge of the Marysville Municipal Court.

Section 3. **EFFECTIVE DATE.**

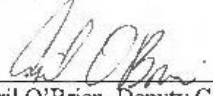
The provisions of this resolution shall be effective upon adoption.

RESOLVED:

CITY OF MARYSVILLE


Jon Dehring, Mayor

ATTEST:



April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:



Grant K. Weed, City Attorney

EXHIBIT A

STATEMENT OF INTENT AND INTERPRETATION: These standards are adopted in order to comply with the requirements of RCW 10.101.030, the rules established by the Washington State Supreme Court, and the requirements of the Sixth Amendment to the U.S. Constitution. The provisions of these standards shall be construed to effectuate their stated purpose, which is to provide standards that afford quality representation in the provision of public defense to indigent criminal defendants. "Quality representation" describes the minimum level of attention, care, and skill that Washington citizens would expect of their State's criminal justice system meeting all legal requirements for the provision of public defense services. These standards may be amended from time to time to reflect changes in the rules established by the Washington State Supreme Court, guidance offered by the Washington State Bar Association, or decisions of Washington State and federal courts.

1. DUTIES AND RESPONSIBILITIES OF COUNSEL.

1.1 Public defense services ("the Services") shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules and decisions defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

1.2 Services shall be provided to indigent clients whose eligibility has been determined by the City of Marysville through an established screening process.

1.3 All Public Defenders providing services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance quarterly, as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Marysville Municipal Court. Copies of each Public Defender's certification shall be provided to the City.

2. QUALIFICATIONS OF ATTORNEYS.

2.1 Every Public Defender performing services under contract with the City (herein "Public Defense" or "Public Defender") or appointed by the Marysville Municipal Court in a particular case shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State. Interns may assist in the provision of services so long as such interns comply with APR 9, and are trained and supervised by contract Public Defenders.

2.2 In a firm providing public defense services, one attorney shall be designated as the lead attorney. The designated Public Defender or the designated lead attorney in a firm providing public defense services by contract shall have a minimum of five years of experience in a practice emphasizing criminal defense.

2.3 Attorneys and Rule 9 interns performing services under contract shall:

2.2.1 be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area;

2.2.2 be familiar with the Washington Rules of Professional Conduct (WRPC);

2.2.3 be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association;

2.2.4 be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and

2.2.5 be familiar with mental health issues and be able to identify the need to obtain expert services; and

2.3 The City Attorney, City Prosecutor, Chief of Police and law enforcement personnel shall not participate in the selection and evaluation process leading to the recommendation of a contract for Public Defense Services. Nothing herein shall be interpreted to prohibit the City Attorney, City Prosecutor or Chief of Police from performing the normal functions of his/her office, including by way of illustration, the drafting of contracts, ordinances and resolutions.

3. TRAINING, SUPERVISION, AND EVALUATION OF ATTORNEYS.

3.1 The designated lead attorney in a firm providing public defender services shall be responsible for training, supervising, and evaluating all attorneys in the firm providing public defender services.

3.2 No attorney in a firm providing public defender services shall be assigned sole or primary responsibility for a case unless the lead attorney determines that attorney has the required training, experience, knowledge and skill.

3.3 All attorneys providing public defense services shall participate in a minimum of seven hours of continuing legal education per year in areas relating to criminal defense law and practice.

3.4 In addition to required continuing legal education (CLE) training, in the event that seven (7) or more attorneys perform services to the City by the same contract and in the same entity, the contract for services shall provide for in-house training. Proposals made in response to requests for proposals for pursuit of a contract for Public Defense Services shall provide information regarding in-house training, the development of manuals to inform new attorneys of the rules and procedures of the Marysville Municipal Court and encourage the

opportunity to attend courses that foster trial advocacy skills. The Public Defender is encouraged to obtain and review professional publications and other media relating to criminal defense.

4. COMPENSATION OF COUNSEL.

The City has a constitutional obligation to provide Public Defense Services that ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. Compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

4.1 The Public Defender may move the court to fix additional compensation in the event that a particular case requires an extraordinary amount of time and preparation, or to approve adjustment of the caseload counting for that case pursuant to Standard 7.7.

4.2 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

5. ADMINISTRATIVE EXPENSES AND SUPPORT SERVICES.

5.1 All contracts for Public Defense shall provide sufficient amounts, in addition to reasonable compensation for attorneys, for adequate administrative expenses and supports services to provide for adequate staffing and other costs associated with the day to day management of a law office. Administrative expenses include travel, telephones, law library including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training. Support services include secretaries, word processing staff, paralegals, and access to translators, social work staff, mental health professionals, and immigration law advice, as appropriate,

5.2 Private offices and/or conference rooms shall be available which are convenient to defendants charged in the Marysville Municipal Court and allow the maintenance of confidentiality. Public Defenders shall maintain a telephone system, an email address and postal address to enable convenient communications by clients.

6. RESPONSIBILITY FOR EXPERT WITNESS FEES AND OTHER COSTS ASSOCIATED WITH REPRESENTATION

The expenses of expert witnesses and investigative costs in appropriate cases shall be borne by the City.

6.1 The Public Defense Contract shall provide reasonable compensation for an expert of the Public Defender's choosing. No appointment shall be from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials.

6.2 The services of expert witnesses will be paid directly by the City when approved by the Court through ex parte motion.

6.3 Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. Contracts for Public Defense Services may include investigative services as a part of reimbursed overhead included in the contract compensation for investigators employed by a firm.

7. CASELOAD LIMITS AND TYPES OF CASES.

7.1 The Public Defender shall provide Services to all eligible person charged in the Marysville Municipal Court with violation of the City's ordinances defining misdemeanor and gross misdemeanor crimes for which incarceration is a possible consequence upon conviction, and RALJ appeals of convictions to Superior Court. A case is defined as the filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.

7.2 The caseload of a full time public defender or assigned counsel shall not exceed four hundred cases per year.

7.3 If a Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.

7.4 The caseload of a Public Defender who also maintains a private practice shall not exceed the number of cases resulting from multiplying 400 cases by the percentage of his or her time the public defender devotes to providing public defense services under all contracts for public defense services.

7.5 A case credit is a unit of work computed as follows:

7.5.1 The Public Defender will receive no credit for a misdemeanor case when the court dismisses the case upon the motion of the prosecuting attorney before any legal service has been performed. Any case in which the Public Defender's duty is limited to explaining to the individual defendant the implication of any action by the City Prosecutor to reduce a criminal matter to a civil infraction, bail forfeiture or dismissal, shall not be counted as a case assignment to the Public Defender's office. The Public Defender shall receive no work for credit on cases which are substantively identified as conflicts, with the exception of cases in which, after performing a conflicts check, receiving discovery and having

a a confidential conference with the client, the client obtains a new attorney at his own expense or through a request to the court, or for other extraordinary circumstances approved by the City, including but not limited to, information or evidence which the Public Defender could not have reasonably known or discovered at the time of the initial conflicts check.

7.5.2 Each case assigned to the Public Defender shall only be counted once, irrespective of the number of hearings either prior to disposition or post disposition.

7.5.3 A criminal matter shall be defined as one (1) case for billing purposes no matter how many charges are filed against the individual, so long as all the charges arise out of the same incident. Any additional charges filed against the same defendant, arising out of a separate incident, shall be counted by the Public Defender as a new case.

7.5.4 If the Public Defender is required to attend an arraignment or probation review/failure to comply calendar, each hour of such calendar time shall be counted as 0.17 case credit toward the maximum caseload limit. This shall apply regardless of whether the attorney is appointed to represent a client.

7.5.5 A case in which a jury is empaneled shall be counted as three case credits.

7.5.6 A RALJ appeal to which the Public Defender is assigned shall not count as a case credit if dismissed prior to briefing.

7.6 The request for qualifications process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned. Attorneys assigned to RALJ appeals shall have a minimum of one year's experience in RALJ appeals or in the event multiple attorneys perform services in the contract, a minimum of one attorney assigned to or supervising RALJ appeals shall have such experience.

7.7 The standards provided herein for caseloads may be adjusted upward depending upon the complexity of a particular case. A Public Defender may request to have the weighting for an unusually complex case not addressed adequately by these standards to be increased depending upon the complexity and requirements of the case. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

8. LIMITATIONS ON PRIVATE PRACTICE.

Subject to the provisions of Standard Six on Caseload Limits, there is no prohibition on a public defender engaging in private practice, provided, such private practice does not

interfere with performance of Public Defense Services and complies with all requirements of the Rules of Professional Conduct.

9. REPORTS OF ATTORNEY ACTIVITY AND VOUCHERS.

9.1 Public Defense Services shall maintain a case reporting system and information management system. The Public Defender or firm providing public defense services shall provide monthly reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract.

9.2 The monthly caseload reports to be provided by the Public Defender shall identify the number of cases assigned, the case count year-to-date, and records of the time expended on each case. The monthly caseload report shall also include information relating to calculation of caseload under public defense contracts with other jurisdictions and private practice caseload to permit the City to monitor and evaluate compliance with these Standards. The City may require supplementation of reports if the information provided does not allow evaluation of the Public Defender's compliance with caseload limits.

9.3 The Public Defender shall keep track of the amount of time spent on each case assigned to it. All client consultations, investigations, witness interviews, legal research, and any other time spent on an appointed client will be tracked. An exception to the time tracking rules above is for the amount of time the attorney spends with each individual client while at a pretrial or confirmation hearing. The amount of time an attorney or attorneys spent assisting clients at those hearings maybe calculated as a whole. That time need not be broken down into individual minutes spent per individual case in court. If a motion hearing or trials, hourly time spent will be attributed to the individual client's case.

9.4 Requests for payment shall be made by voucher on a form approved by the City Administrator and supported by the monthly caseload report.

10. DISPOSITION OF CLIENT COMPLAINTS.

10.1 The Chief Administrative Officer shall identify a procedure for complaints regarding the provision of services by the Public Defender.

10.2 Public Defender Service Providers shall first be afforded an opportunity to resolve any complaint.

10.3 Complaints regarding the provision of services under the contract, or regarding a violation of any of these standards shall be investigated by the Chief Administrative Officer provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of the Marysville Municipal Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy

11. CAUSE FOR TERMINATION OR CONTRACT OR REMOVAL OF ATTORNEY.

11.1 The City may terminate the contract for Public Defense Services either “for cause,” after such notice and opportunity to cure as is warranted in the circumstances, or “for convenience,” on 90 days notice of termination.

11.2 Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

12. SUBSTITUTION OF ATTORNEYS OR ASSIGNMENT OF CONTRACTS.

12.1 The contract for Public Defense Services shall not be assignable without the express written consent of the City.

12.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be assigned, either by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

12.3 Conflict Counsel shall adhere to the standards established by this resolution, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

13. NON-DISCRIMINATION.

Non-Discrimination. The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.

**CITY OF MARYSVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR INDIGENT DEFENSE SERVICES
(CONFLICT COUNSEL)**

THIS AGREEMENT (the “Agreement”) is made and entered into on this ____ day of _____, 2023, by and between the City of Marysville, a municipal corporation under the laws of the State of Washington, (the “City”) and Meredith Hutchison, an Attorney whose address is 1818 Westlake Ave N, Seattle, WA 98109 (the “Conflict Counsel”).

WHEREAS, the City provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Marysville Municipal Court; and

WHEREAS, the Supreme Court has by Order dated June 15, 2012, adopted New Standards for Indigent Defense and Certification of Compliance (the “Supreme Court Standards”), which impose certain standards, requirements, and a caseload limit of 400 unweighted misdemeanor cases per attorney for all attorneys providing indigent defense services; and

WHEREAS, the City has adopted Standards for the Delivery of Public Defense Services by Resolution No. 2368 adopted November 24, 2014 (the “City Standards”); and

WHEREAS, the City has contracted with Feldman and Lee, P.S., to handle the majority of cases which require appointment of a public defender but conflicts of interest sometimes require that Feldman and Lee, P.S., refuse appointment or withdraw from representation of certain individuals and it is possible that caseload limitations will require Feldman and Lee, P.S., to refuse appointment from representation of certain individuals; and

WHEREAS, Conflict Counsel represents that Conflict Counsel is willing, qualified, and able to accept appointments by the Municipal Court to represent indigent defense clients whom Feldman and Lee, P.S., may not represent;

NOW, THEREFORE, the City and Conflict Counsel enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. **Term.** The term of this Agreement shall be from the January 1, 2024 to December 31, 2026, unless earlier terminated as provided herein.
2. **Scope of Services, Standards, and Warranty.** During the term of the Agreement, Conflict Counsel will accept appointments to represent individuals (“Clients”) who have been charged with criminal offenses in the Marysville Municipal Court (the “Municipal Court”), who

are determined to be eligible for representation at public expense, and who the City's primary public defender, Feldman and Lee, P.S., may not represent (such representation, the "Services"). The Services may also include representing Clients on appeals to the Snohomish County Superior Court. This Agreement does not guarantee that Conflict Counsel will be appointed any Clients, as appointments are at the discretion of the Municipal Court Judges and their delegates.

Conflict Counsel will provide the Services in accordance with this Agreement, the Supreme Court Standards, and the City Standards. Conflict Counsel warrants that Conflict Counsel has read and is fully familiar with the provisions of the Supreme Court Standards and the City Standards, both of which are attached hereto as Exhibit A and incorporated by this reference. Conflict Counsel warrants that Conflict Counsel has the qualification and experience necessary to accept appointment to misdemeanors, gross misdemeanors, and RALJ appeals and to comply with the Supreme Court Standards and the City Standards. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. To that end, and in accordance with court rule, Conflict Counsel shall certify compliance, quarterly, with the Municipal Court on the form established for that purpose by court rule. Conflict Counsel further warrants that the compensation detailed in Section 5 is sufficient to cover the cost of providing the Services, including Conflict Counsel's infrastructure, support and administrative services, and systems necessary to comply with the Supreme Court Standards and the City Standards. Conflict Counsel shall promptly notify the City if any circumstance, including a change in court rules or law, renders it difficult or impossible to provide the Services in compliance with this Agreement, the Supreme Court Standards, or the City Standards.

3. Client Representation.

3.1. Appointment. During the term of the Agreement, Conflict Counsel will accept appointments from the Municipal Court, provided, however, that in no event is Conflict Counsel required to accept appointment where it would cause non-compliance with the Supreme Court Standards, the City Standards, or the Rules of Professional Conduct or if the Conflict Counsel's existing caseload would preclude adequate representation. Except as otherwise provided in this Agreement and irrespective of the term of this Agreement, Conflict Counsel shall provide representation for each Client appointed during the term of the Agreement until the case is closed by the Municipal Court. Expiration or termination of this Agreement does not affect Conflict Counsel's obligation to represent Clients until the case is closed by the Municipal Court, except as provided in Section 3.3.

3.2. Course of Representation.

3.2.1. Conflict Counsel shall be available to each Client to ensure that the Client is provided with effective assistance of counsel. Confidential Client access to Conflict Counsel prior to court hearings is paramount. Conflict Counsel shall use

best efforts to confer with Clients about cases promptly after appointment and prior to trial or hearings.

3.2.2. Conflict Counsel shall maintain an office that is reasonably available to Clients residing within the corporate limits of the City, but the office is not required to be located within the City. Conflict Counsel shall be available to Clients by phone, email, and postal mail.

3.2.3. Conflict Counsel shall respond to Client inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email, or otherwise.

3.2.4. Conflict Counsel shall maintain a case reporting and case management information system and shall track time spent on each Client's case. Conflict Counsel's case reporting and case management information system shall have sufficient capacity to generate the reports required by Section 4.

3.3. Withdrawal.

3.3.1. In no event is Conflict Counsel required to continue representation where it would cause non-compliance with the Supreme Court Standards, the City Standards, or the Rules of Professional Conduct or if the Conflict Counsel's existing caseload would preclude adequate representation. In such event, Conflict Counsel shall motion the court to withdraw, alerting the court to the ethical implications of continued representation.

3.3.2. Upon termination for convenience pursuant to Section 6.2 or an agreed termination pursuant to Section 6.3 and unless otherwise agreed upon in writing, Conflict Counsel shall continue representation in all pending Client cases until the case is closed by the Municipal Court. Provided, however, that if the Client fails to appear for a court appearance, Conflict Counsel may motion the court to withdraw.

3.3.3. Upon termination for cause pursuant to Section 6.1, Conflict Counsel shall motion the court to withdraw from all pending Client cases immediately, providing adequate notice to all Clients.

4. Reporting. Conflict Counsel shall submit to the City's Public Defense Administrator a copy of each and every Certification of Compliance filed with the Municipal Court pursuant to court rule. In addition, Conflict Counsel shall submit a quarterly report to the City's Public Defense Administrator that includes the name of each Client appointed by the Municipal Court in the preceding quarter, the date of appointment, the case number, the charge(s), the disposition of the charge(s), and the method of disposition (i.e. trial, plea, motion, etc.). In addition, the quarterly

report shall contain such information required by the City Standards to allow the City to determine Conflict Counsel's compliance with caseload limits, including information pertaining to Conflict Counsel's other municipal public defense contracts and Conflict Counsel's private practice, if any.

5. Compensation and Payment. Subject to all the provisions of this section, the City shall pay Conflict Counsel up to \$450.00 per case for the Services. In a case in which a trial is held before a jury or a bench trial, Conflict Counsel shall be authorized to bill up to an additional \$450.00. In a case in which a RALJ appeal is filed with the Superior Court and in which a brief of the appellant is filed, Conflict Counsel shall be authorized to bill up to an additional \$450.00. If there are any post-conviction hearings (e.g. failure to comply), Conflict Counsel will be compensated at the rate of \$75.00 per hour for preparing and appearing at such hearings.

5.1. Conflict Counsel warrants that the payment contemplated covers all infrastructure, overhead, equipment, support and administrative services, routine investigation, and systems necessary to comply with the Supreme Court Standards and the City Standards, except as provided below.

5.2. The City shall pay for the following case expenses in addition to any per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

5.2.1. Investigation expenses;

5.2.2 Medical and psychiatric evaluations;

5.2.3. Expert witness fees and expenses;

5.2.4. Interpreters fees;

5.2.5. Polygraph, forensic, and other scientific tests;

5.2.6. Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

5.2.7. The cost of obtaining medical, school, birth, DMV, and other similar records and 911 and emergency communication recordings and logs to the extent they are not provided through discovery; and

5.2.8. Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

5.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript, and original charging documents.

5.4. In the event Conflict Counsel has a conflict of interest that prevents Conflict Counsel from representing a Client, Conflict Counsel shall not be required to compensate any other attorney subsequently appointed.

5.5. Conflict Counsel is not guaranteed any payment under this Agreement as payment is contingent on Conflict Counsel being assigned Clients. In no event will the City be liable to the Contractor for loss of business.

5.6. Invoices. In order to receive payment, Conflict Counsel will submit an invoice to the City's Public Defense Administrator. The invoice shall be on a form approved by the Public Defense Administrator and shall detail the name of the Client, the charge(s), the date of appointment, the case number, and the services provided. Services may be invoiced as follows:

a. Upon appointment, completing a conflicts check, and filing a notice of appearance, Conflict Counsel may invoice for \$450.00.

b. Upon completion of a trial, Conflict Counsel may invoice for \$450.00 in addition to the standard case fee.

c. Upon a final ruling in a RALJ appeal, Conflict Counsel may invoice for \$450.00 in addition to the standard case fee and any trial fee.

d. Upon completing a post-conviction hearing, Conflict Counsel may invoice for hours (or fractions of hours) spent on the matter at a rate of \$75.00 per hour.

5.7. In the event of termination under Section 6.2 or 6.3, Conflict Counsel shall promptly submit invoices for any Services performed, but not yet compensated.

5.8. Upon termination for cause pursuant to Section 6.1, Conflict Counsel shall promptly submit invoices to the City for Services performed on each Client's case before the earlier of: (1) the violation of a material term or (2) notice of a contract violation that ultimately led to termination for cause.

6. Termination.

6.1. For Cause. This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the Supreme Court Standards, the City Standards, the Rules of Professional Conduct, and any applicable court rules; a violation of the provisions of Section 9 relating to insurance; conviction of a criminal charge; or a finding that the license of Conflict Counsel has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of a contract violation

shall be provided to Conflict Counsel and Conflict Counsel shall have ten (10) business days to correct the violation. If Conflict Counsel fails to correct the violation, the City, in its sole discretion, may terminate the Agreement for cause or may agree in writing to alternative corrective measures.

6.2. For Convenience. Either party may terminate this Agreement at any time, without cause, by providing the other party not less than ninety (90) days written notice.

6.3. Agreed. The parties may agree in writing to terminate the Agreement at any time.

7. Nondiscrimination. Neither Conflict Counsel nor any person acting on behalf of Conflict Counsel shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates or in the provision of Services under this Agreement.

8. Indemnification. Conflict Counsel agrees to 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 Conflict Counsel in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Conflict Counsel's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. Conflict Counsel shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Conflict Counsel and any agents, representatives, or employees of Conflict Counsel.

9.1. Conflict Counsel shall obtain insurance of the types and coverage described below:

9.1.1. 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 Conflict Counsel'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.

9.1.2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.1.3. Professional Liability insurance appropriate to Conflict Counsel's undertakings. The policy shall not contain an exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

9.2. Conflict Counsel shall maintain the following insurance limits:

9.2.1.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

9.2.2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall not contain an exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

9.3. Conflict Counsel's 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 Conflict Counsel's insurance and shall not contribute with it.

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

9.5. Conflict Counsel 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 Conflict Counsel before commencement of the Services.

9.6. Conflict Counsel shall provide the City with written notice of any policy cancellation within two (2) business days of its receipt of such notice.

9.7. Failure on the part of Conflict Counsel to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days notice to Conflict Counsel to correct the breach, immediately terminate this 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 Conflict Counsel from the City.

9.8. If Conflict Counsel maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General, Professional Liability, and Excess or Umbrella liability maintained by Conflict Counsel, irrespective of whether such limits maintained by Conflict Counsel 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 Conflict Counsel.

9.9. Conflict Counsel's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Conflict Counsel to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10. Work Performed by Conflict Counsel. In addition to compliance with the Supreme Court Standards and the City Standards in performing the Services under this Agreement, Conflict Counsel shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations which are applicable to Conflict Counsel's business, equipment, and personnel engaged in performing the Services under this Agreement.

11. Work Performed at Conflict Counsel's Risk. Conflict Counsel shall be responsible for the safety of its employees, agents, and subcontractors in providing the Services, and shall take all protections reasonably necessary for that purpose. All Services shall be done at Conflict Counsel's own risk and Conflict Counsel shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the Services. Conflict Counsel shall also pay its employees all wages, salaries, and benefits required by law and provide for taxes, withholding, and all other employment related charges, taxes, or fees in accordance with law and IRS regulations.

12. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of Conflict Counsel's particular skills, qualifications, experience, and ability to meet the Supreme Court Standards and City Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by Conflict Counsel without the express written consent of the City shall be void.

13. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and Conflict Counsel.

14. Entire Agreement. This Agreement contains the entire agreement between the City and Conflict Counsel. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

15. Written Notice. All reports, notices, and communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified in writing to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO THE CITY:

City of Marysville
Attn.: Chief Administrative Officer
501 Delta Avenue
Marysville, WA 98270

TO CONFLICT COUNSEL:

Meredith Hutchison
1818 Westlake Ave. N. Suite 216
Seattle, WA 982109
Email: meredith@hutchisonlawoffice.com
Phone: 206-582-4259

16. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding, or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Supreme Court Standards or City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case shall be referred to a Judge of the Municipal Court. Nothing herein shall be construed to obligate, require, or permit the City, its officers, agents, or employees to inquire into any privileged communication between Conflict Counsel and a Client. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

[Signature Page Follows]

CITY OF MARYSVILLE

CONFLICT COUNSEL



Mayor Jon Nehring

Date Signed: _____

Date Signed: **11/10/23**_____

ATTEST:

Tina Brock, City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney

EXHIBIT A

THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE ADOPTION OF NEW)
STANDARDS FOR INDIGENT DEFENSE AND)
CERTIFICATION OF COMPLIANCE)
_____)

ORDER
NO. 25700-A-1004

The Washington State Bar Association having recommended the adoption of New Standards for Indigent Defense and Certification of Compliance, and the Court having considered the amendments and comments submitted thereto, and having determined that the proposed amendments will aid in the prompt and orderly administration of justice;

Now, therefore, it is hereby

ORDERED:

- (a) That the standards and certificate as attached hereto are adopted.
- (b) That the New Standards for Indigent Defense, except Standard 3.4, will be published in the Washington Reports and will become effective September 1, 2012. New Standard 3.4 will be published in the Washington Reports and become effective on September 1, 2013.

DATED at Olympia, Washington this 15th day of June, 2012.

FILED
SUPREME COURT
STATE OF WASHINGTON
12 JUN 15 AM 8:00
BY RONALD R. CARPENTER
CLERK

639/4

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IN THE MATTER OF THE ADOPTION OF NEW STANDARDS FOR INDIGENT DEFENSE
AND CERTIFICATION OF COMPLIANCE

Madsen, C. J.

Chambers, J.
J. M. Johnson
Wiggins, J.

Joe J. [Signature]
Stephens, J.
Gonzalez, J.

STANDARDS FOR INDIGENT DEFENSE

The following Standards for Indigent Defense are adopted pursuant to CrR 3.1, CrRLJ 3.1 and JuCR 9.2 and shall have an effective date concurrent with the effectiveness of amendments to those rules approved by the Court July 8, 2010 (effective July 1, 2012);

Standard 3: Caseload Limits and Types of Cases

- 3.1 The contract or other employment agreement or government budget shall specify the types of cases for which representation shall be provided and the maximum number of cases which each attorney shall be expected to handle.
- 3.2 The caseload of public defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation. As used in this Standard, "quality representation" is intended to describe the minimum level of attention, care, and skill that Washington citizens would expect of their state's criminal justice system.
- 3.3 **General Considerations**
Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort in each case type specified. Caseload limits assume a reasonably even distribution of cases throughout the year.

The increased complexity of practice in many areas will require lower caseload limits. The maximum caseload limit should be adjusted downward when the mix of case assignments is weighted toward offenses or case types that demand more investigation, legal research and writing, use of experts, use of social workers, or other expenditures of time and resources. Attorney caseloads should be assessed by the workload required, and cases and types of cases should be weighted accordingly.

If a defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionately to determine a full caseload. In jurisdictions where assigned counsel or contract attorneys also maintain private law practices, the caseload should be based on the percentage of time the lawyer devotes to public defense.

The experience of a particular attorney is a factor in the composition of cases in the attorney's caseload.

The following types of cases fall within the intended scope of the caseload limits for criminal and juvenile offender cases in Standard 3.4 and must be taken into account when assessing an attorney's numerical caseload: partial case representations, sentence violations, specialty or therapeutic courts, transfers, extraditions, representation of material witnesses, petitions for conditional release or final discharge, and other matters that do not involve a new criminal charge.

STANDARDS FOR INDIGENT DEFENSE

Definition of case: A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. In courts of limited jurisdiction multiple citations from the same incident can be counted as one case.

3.4 Caseload Limits

The caseload of a full-time public defense attorney or assigned counsel should not exceed the following:

150 Felonies per attorney per year; or

300 Misdemeanor cases per attorney per year or, in jurisdictions that have not adopted a numerical case weighting system as described in this Standard, 400 cases per year; or

250 Juvenile Offender cases per attorney per year; or

80 open Juvenile Dependency cases per attorney; or

250 Civil Commitment cases per attorney per year; or

1 Active Death Penalty trial court case at a time plus a limited number of non death penalty cases compatible with the time demand of the death penalty case and consistent with the professional requirements of Standard 3.2 or

36 Appeals to an appellate court hearing a case on the record and briefs per attorney per year. *(The 36 standard assumes experienced appellate attorneys handling cases with transcripts of an average length of 350 pages. If attorneys do not have significant appellate experience and/or the average transcript length is greater than 350 pages, the caseload should be accordingly reduced.)*

Full time Rule 9 interns who have not graduated from law school may not have caseloads that exceed twenty-five percent (25%) of the caseload limits established for full time attorneys. *[Effective September 1, 2013]*

3.5 Case Counting

The local government entity responsible for employing, contracting with or appointing public defense attorneys should adopt and publish written policies and procedures to implement a numerical case-weighting system to count cases. If such policies and procedures are not adopted and published, it is presumed that attorneys are not engaging in case weighting. A numerical case weighting system must:

- A. recognize the greater or lesser workload required for cases compared to an average case based on a method that adequately assesses and documents the workload involved;
- B. be consistent with these Standards, professional performance guidelines, and the Rules of Professional Conduct;

STANDARDS FOR INDIGENT DEFENSE

- C. not institutionalize systems or practices that fail to allow adequate attorney time for quality representation; and
- D. be periodically reviewed and updated to reflect current workloads; and
- E. be filed with the State of Washington Office of Public Defense.

Cases should be assessed by the workload required. Cases and types of cases should be weighted accordingly. Cases which are complex, serious, or contribute more significantly to attorney workload than average cases should be weighted upwards. In addition, a case weighting system should consider factors that might justify a case weight of less than one case.

Notwithstanding any case weighting system, resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case.

3.6 Case Weighting

The following are some examples of situations where case weighting might result in representations being weighted as more or less than one case. The listing of specific examples is not intended to suggest or imply that representations in such situations should or must be weighted at more or less than one case, only that they may be, if established by an appropriately adopted case weighting system.

- A. **Case Weighting Upwards:** Serious offenses or complex cases that demand more-than-average investigation, legal research, writing, use of experts, use of social workers and/or expenditures of time and resources should be weighted upwards and counted as more than one case.
- B. **Case Weighting Downward:** Listed below are some examples of situations where case weighting might justify representations being weighted less than one case. However, care must be taken because many such representations routinely involve significant work and effort and should be weighted at a full case or more.
 - i. Cases that result in partial representations of clients, including client failures to appear and recommencement of proceedings, preliminary appointments in cases in which no charges are filed, appearances of retained counsel, withdrawals or transfers for any reason, or limited appearances for a specific purpose (not including representations of multiple cases on routine dockets).
 - ii. Cases in the criminal or offender case type that do not involve filing of new criminal charges, including sentence violations, extraditions,

STANDARDS FOR INDIGENT DEFENSE

representations of material witnesses, and other matters or representations of clients that do not involve new criminal charges. Non-complex sentence violations should be weighted as at least 1/3 of a case.

- iii. Cases in specialty or therapeutic courts if the attorney is not responsible for defending the client against the underlying charges before or after the client's participation in the specialty or therapeutic court. However, case weighting must recognize that numerous hearings and extended monitoring of client cases in such courts significantly contribute to attorney workload and in many instances such cases may warrant allocation of full case weight or more.
- iv. Cases on a criminal or offender first appearance or arraignment docket where the attorney is designated, appointed or contracted to represent groups of clients on that docket without an expectation of further or continuing representation and which are not resolved at that time (except by dismissal). In such circumstances, consideration should be given to adjusting the caseload limits appropriately, recognizing that case weighting must reflect that attorney workload includes the time needed for appropriate client contact and preparation as well as the appearance time spent on such dockets.
- v. Representation of a person in a court of limited jurisdiction on a charge which, as a matter of regular practice in the court where the case is pending, can be and is resolved at an early stage of the proceeding by a diversion, reduction to an infraction, stipulation on continuance, or other alternative non-criminal disposition that does not involve a finding of guilt. Such cases should be weighted as at least 1/3 of a case.

Related Standards

American Bar Association, *Standards for Criminal Justice*, 4-1.2, 5-4.3.

American Bar Association *Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*. [\[Link\]](#)

American Bar Association, *Ethical Obligations of Lawyers Who Represent Indigent Criminal Defendants When Excessive Caseloads Interfere With Competent and Diligent Representation*, May 13, 2006, *Formal Opinion 06-441*. [\[Link\]](#)

The American Council of Chief Defenders *Statement on Caseloads and Workloads*, (2007). [\[Link\]](#)

American Bar Association *Eight Guidelines of Public Defense Related to Excessive Caseloads*. [\[Link\]](#)

National Advisory Commission on Criminal Standards and Goals, *Task Force on Courts*, 1973, Standard 13.12.

American Bar Association *Disciplinary Rule 6-101*.

American Bar Association *Ten Principles of a Public Defense Delivery System*. [\[Link\]](#)

Standards for Indigent Defense
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Washington State Bar Association
1325 Fourth Ave - Suite 600
Seattle, WA 98101-2539

STANDARDS FOR INDIGENT DEFENSE

ABA Standards of Practice for Lawyers who Represent Children in Abuse & Neglect Cases, (1996)
American Bar Association, Chicago, IL.

The American Council of Chief Defenders Ethical Opinion 03-01 (2003).

National Legal Aid and Defender Association, *Standards for Defender Services*, Standards IV-1.

National Legal Aid and Defender Association, *Model Contract for Public Defense Services* (2002). [\[Link\]](#)

NACC Recommendations for Representation of Children in Abuse and Neglect Cases (2001). [\[Link\]](#)

City of Seattle Ordinance Number: 121501 (2004). [\[Link\]](#)

Seattle-King County Bar Association Indigent Defense Services Task Force, Guideline Number 1.

Washington State Office of Public Defense, *Parents Representation Program Standards Of Representation* (2009). [\[Link\]](#)

Keeping Defender Workloads Manageable, Bureau of Justice Assistance, U.S. Department of Justice, Indigent Defense Series #4 (Spangenberg Group, 2001). [\[Link\]](#)

5.2 Administrative Costs

- A. Contracts for public defense services shall provide for or include administrative costs associated with providing legal representation. These costs should include but are not limited to travel, telephones, law library, including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training, meeting the reporting requirements imposed by these standards, and other costs necessarily incurred in the day-to-day management of the contract.
- B. Public defense attorneys shall have 1) access to an office that accommodates confidential meetings with clients and 2) a postal address, and adequate telephone services to ensure prompt response to client contact.

6.1 Investigators

Public defense attorneys shall use investigation services as appropriate.

Standard 13: Limitations on Private Practice

Private attorneys who provide public defense representation shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent.

Standard 14: Qualifications of Attorneys

14.1 In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications:

- A. Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; and

STANDARDS FOR INDIGENT DEFENSE

- B. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area; and
- C. Be familiar with the Washington Rules of Professional Conduct; and
- D. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and
- E. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
- F. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
- G. Complete seven hours of continuing legal education within each calendar year in courses relating to their public defense practice.

14.2 Attorneys' qualifications according to severity or type of case¹:

- A. **Death Penalty Representation.** Each attorney acting as lead counsel in a criminal case in which the death penalty has been or may be decreed and which the decision to seek the death penalty has not yet been made shall meet the following requirements:
 - i. The minimum requirements set forth in Section 1; and
 - ii. At least five years criminal trial experience; and
 - iii. Have prior experience as lead counsel in no fewer than nine jury trials of serious and complex cases which were tried to completion; and
 - iv. Have served as lead or co-counsel in at least one aggravated homicide case; and
 - v. Have experience in preparation of mitigation packages in aggravated homicide or persistent offender cases; and
 - vi. Have completed at least one death penalty defense seminar within the previous two years; and
 - vii. Meet the requirements of SPRC 2.²

¹ Attorneys working toward qualification for a particular category of cases under this standard may associate with lead counsel who is qualified under this standard for that category of cases.

²SPRC 2 APPOINTMENT OF COUNSEL

At least two lawyers shall be appointed for the trial and also for the direct appeal. The trial court shall retain responsibility for appointing counsel for trial. The Supreme Court shall appoint counsel for the direct appeal. Notwithstanding RAP 15.2(f) and (h), the Supreme Court will determine all motions to withdraw as counsel on appeal.

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The defense team in a death penalty case should include, at a minimum, the two attorneys appointed pursuant to SPRC 2, a mitigation specialist and an investigator. Psychiatrists, psychologists and other experts and support personnel should be added as needed.

B. Adult Felony Cases - Class A

Each attorney representing a defendant accused of a Class A felony as defined in RCW 9A.20.020 shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served two years as a prosecutor; or
 - b. has served two years as a public defender; or two years in a private criminal practice; and
- iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in three felony cases that have been submitted to a jury.

C. Adult Felony Cases – Class B Violent Offense

Each attorney representing a defendant accused of a Class B violent offense as defined in RCW 9A.20.020 shall meet the following requirements.

- i. The minimum requirements set forth in Section 1; and
- ii. Either;
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice; and
- iii. Has been trial counsel alone or with other counsel and handled a significant portion of the trial in two Class C felony cases that have been submitted to a jury.

D. Adult Sex Offense Cases

A list of attorneys who meet the requirements of proficiency and experience, and who have demonstrated that they are learned in the law of capital punishment by virtue of training or experience, and thus are qualified for appointment in death penalty trials and for appeals will be recruited and maintained by a panel created by the Supreme Court. All counsel for trial and appeal must have demonstrated the proficiency and commitment to quality representation which is appropriate to a capital case. Both counsel at trial must have five years' experience in the practice of criminal law be familiar with and experienced in the utilization of expert witnesses and evidence, and not be presently serving as appointed counsel in another active trial level death penalty case. One counsel must be, and both may be, qualified for appointment in capital trials on the list, unless circumstances exist such that it is in the defendant's interest to appoint otherwise qualified counsel learned in the law of capital punishment by virtue of training or experience. The trial court shall make findings of fact if good cause is found for not appointing list counsel.

At least one counsel on appeal must have three years' experience in the field of criminal appellate law and be learned in the law of capital punishment by virtue of training or experience. In appointing counsel on appeal, the Supreme Court will consider the list, but will have the final discretion in the appointment of counsel. [\[Link\]](#)

STANDARDS FOR INDIGENT DEFENSE

Each attorney representing a client in an adult sex offense case shall meet the following requirements:

- i. The minimum requirements set forth in Section 1 and Section 2(C); and
- ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

E. Adult Felony Cases - All other Class B Felonies, Class C Felonies, Probation or Parole Revocation

Each attorney representing a defendant accused of a Class B felony not defined in Section 2(C) or (D) above or a Class C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing shall meet the following requirements:

- i. The minimum requirements set forth in Section 1, and
- ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice; and
- iii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury; and
- iv. Each attorney shall be accompanied at his or her first felony trial by a supervisor if available.

F. Persistent Offender (Life Without Possibility of Release) Representation

Each attorney acting as lead counsel in a “two-strikes” or “three strikes” case in which a conviction will result in a mandatory sentence of life in prison without parole shall meet the following requirements:

- i. The minimum requirements set forth in Section 1;³ and
- ii. Have at least:
 - a. four years criminal trial experience; and
 - b. one year experience as a felony defense attorney; and
 - c. experience as lead counsel in at least one Class A felony trial; and
 - d. experience as counsel in cases involving each of the following:
 1. Mental health issues; and

³ RCW 10.101.060 (1)(a)(iii) provides that counties receiving funding from the state Office of Public Defense under that statute must require “attorneys who handle the most serious cases to meet specified qualifications as set forth in the Washington state bar association endorsed standards for public defense services or participate in at least one case consultation per case with office of public defense resource attorneys who are so qualified. The most serious cases include all cases of murder in the first or second degree, persistent offender cases, and class A felonies.”

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2. Sexual offenses, if the current offense or a prior conviction that is one of the predicate cases resulting in the possibility of life in prison without parole is a sex offense; and
3. Expert witnesses; and
4. One year of appellate experience or demonstrated legal writing ability.

G. Juvenile Cases - Class A

Each attorney representing a juvenile accused of a Class A felony shall meet the following requirements:

- i. The minimum requirements set forth in Section 1, and
- ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; one year in a private criminal practice; and
- iii. Has been trial counsel alone of record in five Class B and C felony trials; and
- iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor, if available.

H. Juvenile Cases - Classes B and C

Each attorney representing a juvenile accused of a Class B or C felony shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Either:
 - a. has served one year as a prosecutor; or
 - b. has served one year as a public defender; or one year in a private criminal practice, and
- iii. has been trial counsel alone in five misdemeanor cases brought to a final resolution; and
- iv. Each attorney shall be accompanied at his or her first juvenile trial by a supervisor if available.

I. Juvenile Sex Offense Cases

Each attorney representing a client in a juvenile sex offense case shall meet the following requirements:

- i. The minimum requirements set forth in Section 1 and Section 2(H); and
- ii. Been counsel alone of record in an adult or juvenile sex offense case or shall be supervised by or consult with an attorney who has experience representing juveniles or adults in sex offense cases.

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J. Juvenile Status Offenses Cases. Each attorney representing a client in a “Becca” matter shall meet the following requirements:

- i. The minimum requirements as outlined in Section 1; and
- ii. Either:
 - a. have represented clients in at least two similar cases under the supervision of a more experienced attorney or completed at least three hours of CLE training specific to “status offense” cases; or
 - b. have participated in at least one consultation per case with a more experienced attorney who is qualified under this section.

K. Misdemeanor Cases

Each attorney representing a defendant involved in a matter concerning a simple misdemeanor or gross misdemeanor or condition of confinement, shall meet the requirements as outlined in Section 1.

L. Dependency Cases

Each attorney representing a client in a dependency matter shall meet the following requirements:

- i. The minimum requirements as outlined in Section 1; and
- ii. Attorneys handling termination hearings shall have six months dependency experience or have significant experience in handling complex litigation.
- iii. Attorneys in dependency matters should be familiar with expert services and treatment resources for substance abuse.
- iv. Attorneys representing children in dependency matters should have knowledge, training, experience, and ability in communicating effectively with children, or have participated in at least one consultation per case either with a state Office of Public Defense resource attorney or other attorney qualified under this section.

M. Civil Commitment Cases

Each attorney representing a respondent shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Each staff attorney shall be accompanied at his or her first 90 or 180 day commitment hearing by a supervisor; and
- iii. Shall not represent a respondent in a 90 or 180 day commitment hearing unless he or she has either:
 - a. served one year as a prosecutor, or
 - b. served one year as a public defender, or one year in a private civil commitment practice, and
 - c. been trial counsel in five civil commitment initial hearings; and

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- iv. Shall not represent a respondent in a jury trial unless he or she has conducted a felony jury trial as lead counsel; or been co-counsel with a more experienced attorney in a 90 or 180 day commitment hearing.

N. Sex Offender “Predator” Commitment Cases

Generally, there should be two counsel on each sex offender commitment case. The lead counsel shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Have at least:
 - a. Three years criminal trial experience; and
 - b. One year experience as a felony defense attorney or one year experience as a criminal appeals attorney; and
 - c. Experience as lead counsel in at least one felony trial; and
 - d. Experience as counsel in cases involving each of the following:
 - 1. Mental health issues; and
 - 2. Sexual offenses; and
 - 3. Expert witnesses; and
 - e. Familiarity with the Civil Rules; and
 - f. One year of appellate experience or demonstrated legal writing ability.

Other counsel working on a sex offender commitment cases should meet the Minimum Requirements in Section 1 and have either one year experience as a public defender or significant experience in the preparation of criminal cases, including legal research and writing and training in trial advocacy.

O. Contempt of Court Cases

Each attorney representing a respondent shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. Each attorney shall be accompanied at his or her first three contempt of court hearings by a supervisor or more experienced attorney, or participate in at least one consultation per case with a state Office of Public Defense resource attorney or other attorney qualified in this area of practice.

P. Specialty Courts

Each attorney representing a client in a specialty court (e.g., mental health court, drug diversion court, homelessness court) shall meet the following requirements:

- i. The minimum requirements set forth in Section 1; and
- ii. The requirements set forth above for representation in the type of practice involved in the specialty court (e.g., felony, misdemeanor, juvenile); and
- iii. Be familiar with mental health and substance abuse issues and treatment alternatives.

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14.3 Appellate Representation.

Each attorney who is counsel for a case on appeal to the Washington Supreme Court or to the Washington Court of Appeals shall meet the following requirements:

- A. The minimum requirements as outlined in Section 1; and
- B. Either:
 - i. has filed a brief with the Washington Supreme Court or any Washington Court of Appeals in at least one criminal case within the past two years; or
 - ii. has equivalent appellate experience, including filing appellate briefs in other jurisdictions, at least one year as an appellate court or federal court clerk, extensive trial level briefing or other comparable work.
- C. Attorneys with primary responsibility for handling a death penalty appeal shall have at least five years' criminal experience, preferably including at least one homicide trial and at least six appeals from felony convictions, and meet the requirements of SPRC 2.

RAIJ Misdemeanor Appeals to Superior Court: Each attorney who is counsel alone for a case on appeal to the Superior Court from a Court of Limited Jurisdiction should meet the minimum requirements as outlined in Section 1, and have had significant training or experience in either criminal appeals, criminal motions practice, extensive trial level briefing, clerking for an appellate judge, or assisting a more experienced attorney in preparing and arguing an RAIJ appeal.

14.4 Legal Interns

- A. Legal interns must meet the requirements set out in APR 9.
- B. Legal interns shall receive training pursuant to APR 9 and in offices of more than seven attorneys, an orientation and training program for new attorneys and legal interns should be held.

STANDARDS FOR INDIGENT DEFENSE

CERTIFICATION OF COMPLIANCE
“Applicable Standards” required by CrR3.1/ CrRLJ 3.1 / JuCR9.2

For criminal and juvenile offender cases, a signed certification of compliance with Applicable Standards must be filed by an appointed attorney by separate written certification on a quarterly basis in each court in which the attorney has been appointed as counsel.

The certification must be in substantially the following form:

SEPARATE CERTIFICATION FORM

_____ Court of Washington for
--

Certification of Appointed Counsel of
Compliance with Standards Required by
CrR 3.1 / CrRLJ 3.1 / JuCR 9.2

The undersigned attorney hereby certifies:

1. Approximately ____% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as

STANDARDS FOR INDIGENT DEFENSE

appropriate, in compliance with Standard 6.1.

- d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases.
[Effective 9/1/13: I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the case counting and weighting system applicable in my jurisdiction.]

Defendant's Lawyer, WSBA#

Date

EXHIBIT B

RESOLUTION NO. 2368

**A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON
AMENDING NEW STANDARDS FOR THE DELIVERY OF PUBLIC
DEFENDER SERVICES PURSUANT TO RCW 10.101.030 ADOPTED
BY RESOLUTION 2363**

WHEREAS, RCW 10.101.030 requires the City of Marysville ("City") to adopt standards for the delivery of public defense services, specifies the topics to be addressed in such standards, and urges local legislative bodies to use the standards endorsed by the Washington State Bar Association for indigent defense as guidelines; and

WHEREAS, the City adopted new standards for the delivery of public defender services by Resolution 2363 adopted July 28, 2014; and

WHEREAS, after review, consultation with the City's public defender and further consideration, City Council finds it would promote the public interest to make certain amendments to the standards as set forth in Exhibit A,

NOW, THEREFORE

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City of Marysville Standards for the Delivery of Public Defense Services as set forth in Exhibit A to this resolution are hereby adopted and approved, and supersede the Standards of the Delivery of Public Defense Services as adopted by Resolution 2363.

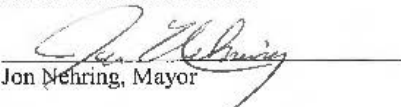
Section 2. The City Clerk is directed to provide a certified copy of the Standards to the Presiding Judge of the Marysville Municipal Court.

Section 3. **EFFECTIVE DATE.**

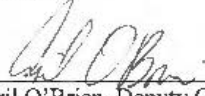
The provisions of this resolution shall be effective upon adoption.

RESOLVED:

CITY OF MARYSVILLE


Jon Nehring, Mayor

ATTEST:



April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:



Grant K. Weed, City Attorney

EXHIBIT A

STATEMENT OF INTENT AND INTERPRETATION: These standards are adopted in order to comply with the requirements of RCW 10.101.030, the rules established by the Washington State Supreme Court, and the requirements of the Sixth Amendment to the U.S. Constitution. The provisions of these standards shall be construed to effectuate their stated purpose, which is to provide standards that afford quality representation in the provision of public defense to indigent criminal defendants. "Quality representation" describes the minimum level of attention, care, and skill that Washington citizens would expect of their State's criminal justice system meeting all legal requirements for the provision of public defense services. These standards may be amended from time to time to reflect changes in the rules established by the Washington State Supreme Court, guidance offered by the Washington State Bar Association, or decisions of Washington State and federal courts.

1. DUTIES AND RESPONSIBILITIES OF COUNSEL.

1.1 Public defense services ("the Services") shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules and decisions defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

1.2 Services shall be provided to indigent clients whose eligibility has been determined by the City of Marysville through an established screening process.

1.3 All Public Defenders providing services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance quarterly, as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Marysville Municipal Court. Copies of each Public Defender's certification shall be provided to the City.

2. QUALIFICATIONS OF ATTORNEYS.

2.1 Every Public Defender performing services under contract with the City (herein "Public Defense" or "Public Defender") or appointed by the Marysville Municipal Court in a particular case shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State. Interns may assist in the provision of services so long as such interns comply with APR 9, and are trained and supervised by contract Public Defenders.

2.2 In a firm providing public defense services, one attorney shall be designated as the lead attorney. The designated Public Defender or the designated lead attorney in a firm providing public defense services by contract shall have a minimum of five years of experience in a practice emphasizing criminal defense.

shall: 2.3 Attorneys and Rule 9 interns performing services under contract

2.2.1 be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area;

2.2.2 be familiar with the Washington Rules of Professional Conduct (WRPC);

2.2.3 be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association;

2.2.4 be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and

2.2.5 be familiar with mental health issues and be able to identify the need to obtain expert services; and

2.3 The City Attorney, City Prosecutor, Chief of Police and law enforcement personnel shall not participate in the selection and evaluation process leading to the recommendation of a contract for Public Defense Services. Nothing herein shall be interpreted to prohibit the City Attorney, City Prosecutor or Chief of Police from performing the normal functions of his/her office, including by way of illustration, the drafting of contracts, ordinances and resolutions.

3. TRAINING, SUPERVISION, AND EVALUATION OF ATTORNEYS.

3.1 The designated lead attorney in a firm providing public defender services shall be responsible for training, supervising, and evaluating all attorneys in the firm providing public defender services.

3.2 No attorney in a firm providing public defender services shall be assigned sole or primary responsibility for a case unless the lead attorney determines that attorney has the required training, experience, knowledge and skill.

3.3 All attorneys providing public defense services shall participate in a minimum of seven hours of continuing legal education per year in areas relating to criminal defense law and practice.

3.4 In addition to required continuing legal education (CLE) training, in the event that seven (7) or more attorneys perform services to the City by the same contract and in the same entity, the contract for services shall provide for in-house training. Proposals made in response to requests for proposals for pursuit of a contract for Public Defense Services shall provide information regarding in-house training, the development of manuals to inform new attorneys of the rules and procedures of the Marysville Municipal Court and encourage the

opportunity to attend courses that foster trial advocacy skills. The Public Defender is encouraged to obtain and review professional publications and other media relating to criminal defense.

4. COMPENSATION OF COUNSEL.

The City has a constitutional obligation to provide Public Defense Services that ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. Compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

4.1 The Public Defender may move the court to fix additional compensation in the event that a particular case requires an extraordinary amount of time and preparation, or to approve adjustment of the caseload counting for that case pursuant to Standard 7.7.

4.2 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

5. ADMINISTRATIVE EXPENSES AND SUPPORT SERVICES.

5.1 All contracts for Public Defense shall provide sufficient amounts, in addition to reasonable compensation for attorneys, for adequate administrative expenses and supports services to provide for adequate staffing and other costs associated with the day to day management of a law office. Administrative expenses include travel, telephones, law library including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training. Support services include secretaries, word processing staff, paralegals, and access to translators, social work staff, mental health professionals, and immigration law advice, as appropriate,

5.2 Private offices and/or conference rooms shall be available which are convenient to defendants charged in the Marysville Municipal Court and allow the maintenance of confidentiality. Public Defenders shall maintain a telephone system, an email address and postal address to enable convenient communications by clients.

6. RESPONSIBILITY FOR EXPERT WITNESS FEES AND OTHER COSTS ASSOCIATED WITH REPRESENTATION

The expenses of expert witnesses and investigative costs in appropriate cases shall be borne by the City.

6.1 The Public Defense Contract shall provide reasonable compensation for an expert of the Public Defender's choosing. No appointment shall be from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials.

6.2 The services of expert witnesses will be paid directly by the City when approved by the Court through ex parte motion.

6.3 Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. Contracts for Public Defense Services may include investigative services as a part of reimbursed overhead included in the contract compensation for investigators employed by a firm.

7. CASELOAD LIMITS AND TYPES OF CASES.

7.1 The Public Defender shall provide Services to all eligible person charged in the Marysville Municipal Court with violation of the City's ordinances defining misdemeanor and gross misdemeanor crimes for which incarceration is a possible consequence upon conviction, and RALJ appeals of convictions to Superior Court. A case is defined as the filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.

7.2 The caseload of a full time public defender or assigned counsel shall not exceed four hundred cases per year.

7.3 If a Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.

7.4 The caseload of a Public Defender who also maintains a private practice shall not exceed the number of cases resulting from multiplying 400 cases by the percentage of his or her time the public defender devotes to providing public defense services under all contracts for public defense services.

7.5 A case credit is a unit of work computed as follows:

7.5.1 The Public Defender will receive no credit for a misdemeanor case when the court dismisses the case upon the motion of the prosecuting attorney before any legal service has been performed. Any case in which the Public Defender's duty is limited to explaining to the individual defendant the implication of any action by the City Prosecutor to reduce a criminal matter to a civil infraction, bail forfeiture or dismissal, shall not be counted as a case assignment to the Public Defender's office. The Public Defender shall receive no work for credit on cases which are substantively identified as conflicts, with the exception of cases in which, after performing a conflicts check, receiving discovery and having

a a confidential conference with the client, the client obtains a new attorney at his own expense or through a request to the court, or for other extraordinary circumstances approved by the City, including but not limited to, information or evidence which the Public Defender could not have reasonably known or discovered at the time of the initial conflicts check.

7.5.2 Each case assigned to the Public Defender shall only be counted once, irrespective of the number of hearings either prior to disposition or post disposition.

7.5.3 A criminal matter shall be defined as one (1) case for billing purposes no matter how many charges are filed against the individual, so long as all the charges arise out of the same incident. Any additional charges filed against the same defendant, arising out of a separate incident, shall be counted by the Public Defender as a new case.

7.5.4 If the Public Defender is required to attend an arraignment or probation review/failure to comply calendar, each hour of such calendar time shall be counted as 0.17 case credit toward the maximum caseload limit. This shall apply regardless of whether the attorney is appointed to represent a client.

7.5.5 A case in which a jury is empaneled shall be counted as three case credits.

7.5.6 A RALJ appeal to which the Public Defender is assigned shall not count as a case credit if dismissed prior to briefing.

7.6 The request for qualifications process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned. Attorneys assigned to RALJ appeals shall have a minimum of one year's experience in RALJ appeals or in the event multiple attorneys perform services in the contract, a minimum of one attorney assigned to or supervising RALJ appeals shall have such experience.

7.7 The standards provided herein for caseloads may be adjusted upward depending upon the complexity of a particular case. A Public Defender may request to have the weighting for an unusually complex case not addressed adequately by these standards to be increased depending upon the complexity and requirements of the case. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

8. LIMITATIONS ON PRIVATE PRACTICE.

Subject to the provisions of Standard Six on Caseload Limits, there is no prohibition on a public defender engaging in private practice, provided, such private practice does not

interfere with performance of Public Defense Services and complies with all requirements of the Rules of Professional Conduct.

9. REPORTS OF ATTORNEY ACTIVITY AND VOUCHERS.

9.1 Public Defense Services shall maintain a case reporting system and information management system. The Public Defender or firm providing public defense services shall provide monthly reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract.

9.2 The monthly caseload reports to be provided by the Public Defender shall identify the number of cases assigned, the case count year-to-date, and records of the time expended on each case. The monthly caseload report shall also include information relating to calculation of caseload under public defense contracts with other jurisdictions and private practice caseload to permit the City to monitor and evaluate compliance with these Standards. The City may require supplementation of reports if the information provided does not allow evaluation of the Public Defender's compliance with caseload limits.

9.3 The Public Defender shall keep track of the amount of time spent on each case assigned to it. All client consultations, investigations, witness interviews, legal research, and any other time spent on an appointed client will be tracked. An exception to the time tracking rules above is for the amount of time the attorney spends with each individual client while at a pretrial or confirmation hearing. The amount of time an attorney or attorneys spent assisting clients at those hearings maybe calculated as a whole. That time need not be broken down into individual minutes spent per individual case in court. If a motion hearing or trials, hourly time spent will be attributed to the individual client's case.

9.4 Requests for payment shall be made by voucher on a form approved by the City Administrator and supported by the monthly caseload report.

10. DISPOSITION OF CLIENT COMPLAINTS.

10.1 The Chief Administrative Officer shall identify a procedure for complaints regarding the provision of services by the Public Defender.

10.2 Public Defender Service Providers shall first be afforded an opportunity to resolve any complaint.

10.3 Complaints regarding the provision of services under the contract, or regarding a violation of any of these standards shall be investigated by the Chief Administrative Officer provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of the Marysville Municipal Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy

11. CAUSE FOR TERMINATION OR CONTRACT OR REMOVAL OF ATTORNEY.

11.1 The City may terminate the contract for Public Defense Services either “for cause,” after such notice and opportunity to cure as is warranted in the circumstances, or “for convenience,” on 90 days notice of termination.

11.2 Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

12. SUBSTITUTION OF ATTORNEYS OR ASSIGNMENT OF CONTRACTS.

12.1 The contract for Public Defense Services shall not be assignable without the express written consent of the City.

12.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be assigned, either by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

12.3 Conflict Counsel shall adhere to the standards established by this resolution, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

13. NON-DISCRIMINATION.

Non-Discrimination. The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.