

December 7, 2009

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

City Hall

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

**Discussion Items**

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

1. Approval of November 4, 2009 City Council Budget Workshop Minutes.
2. Approval of November 9, 2009 City Council Meeting Minutes.
3. Approval of November 16, 2009 City Council Meeting Minutes.

**Consent**

4. Approval of November 11, 2009 Claims in the Amount of \$409,142.07; Paid by Check No.'s 59158 through 59269 with No Check No.'s Voided.
5. Approval of November 18, 2009 Claims in the Amount of \$502,926.86; Paid by Check No.'s 59270 through 59415 with Check No. 49060 Voided.
6. Approval of November 25, 2009 Claims in the Amount of \$425,715.04; Paid by Check No.'s 59416 through 59585 with Check No. 59089 Voided.
7. Approval of December 2, 2009 Claims.
8. Approval of November 20, 2009 Payroll in the Amount of \$763,822.68; Paid by Check No.'s 22058 through 22106.

**Review Bids**

9. Award Ingraham Boulevard Project to SRV Construction, Inc. in the Amount of \$2,775,249.96 Including Washington State Sales Tax and Approve a Management Reserve of \$138,762.50 for a Total Allocation of \$2,914,812.46.

***Work Sessions are for City Council study and orientation – Public Input will be received at the December 14, 2009 City Council meeting.***

December 7, 2009

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

City Hall

**Public Hearings**

10. Public Hearing to be held on December 14, 2009 to Consider a New Ordinance Chapter 3.103 of the Marysville Municipal Code Creating a Multifamily Housing Property Tax Exemption Code and Designating a Residential Targeted Area (*refer to item 27*).
11. Public Hearing to be held on December 14, 2009 regarding Planning Commission Recommendation for Zoning Code Amendment: Master Planned Senior Community Code (*refer to item 28*).

**New Business**

12. Plat of Palmer Place – Plat Extension (PA 04-034).
13. Historic Preservation Agreement between Courtney C. Williams / Marysville Opera House and the City of Marysville.
14. Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and the City of Marysville.
15. Interlocal Agreement with Snohomish County for Emergency Management Services.
16. Buy / Sell Agreement with Habitat Bank, LLC in the Amount of \$100,800.00.
17. State Funding Agreement Supplement No. 1 with WSDOT for the 47<sup>th</sup> Avenue NE Improvements Project.
18. Acceptance of the 2009 Watermain Renewal and Replacement of the 47<sup>th</sup> Avenue Project Starting the 45-Day Lien Filing Period for Project Closeout.
19. Interlocal Agreement between Snohomish County and the City of Marysville Concerning the Completion of Improvements to the Intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE.
20. Interlocal Agreement with Snohomish County for Jail Services.
21. Professional Services Agreement between the City of Marysville and Calm River, Inc. for Annexation Census Services.
22. Discussion of Additional 1% Utility Tax.

***Work Sessions are for City Council study and orientation – Public Input will be received at the December 14, 2009 City Council meeting.***



## Marysville City Council Work Session

December 7, 2009

7:00 p.m.

City Hall

23. Discussion Relating to School Impact Fees and Amending Certain Sections of the Marysville Municipal Code.
24. Discussion Relating to Admission Tax.
25. A **Resolution** Supporting the Application to Snohomish County for a Community Development Block Grant (CDBG).
26. A **Resolution** of the City of Marysville Establishing a Non-Discrimination Policy for City Parks and Recreation Facilities and Programs.
27. An **Ordinance** of the City of Marysville, Washington Enacting a New Chapter 3.103 Marysville Municipal Code Entitled Multifamily Housing Property Tax Exemption.
28. An **Ordinance** of the City of Marysville, Washington Establishing Development Regulations for Master Planned Senior Communities, Amending MMC 19.08.030 to Add Master Planned Senior Communities to the Table of Residential Land Uses, and Adopting a New Chapter 19.47 of the Marysville Municipal Code.
29. An **Ordinance** of the City of Marysville, Washington Amending the 2009 Budget and Providing for the Adjustment of Certain Expenditure Items as Budgeted for in 2009 and Amending Ordinance No. 2751, Amending Ordinance No. 2761, Amending Ordinance No. 2764 and Amending Ordinance No. 2777.
30. An **Ordinance** of the City of Marysville, Washington Adopting an Update to the City's Surface Water Comprehensive Plan.
31. An **Ordinance** of the City of Marysville, Washington Amending Marysville Municipal Code Section 19.14.095 Related to Small Lot Single Family Development Standards.
32. An **Ordinance** of the City of Marysville, Washington Amending Marysville Code Section 19.14.080 Related to Temporary Uses-Permitted Uses.

### Legal

### Mayor's Business

### Staff Business

### Call on Councilmembers

### Executive Session

#### A. Litigation

*Work Sessions are for City Council study and orientation – Public Input will be received at the December 14, 2009 City Council meeting.*

**Marysville City Council Work Session**

**December 7, 2009**

**7:00 p.m.**

**City Hall**

B. Personnel

C. Real Estate

**Adjourn**

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



## **City Council Budget Workshop**

*November 4, 2009*

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

Mayor Dennis Kendall called the November 4, 2009 Budget Workshop of the Marysville City Council to order at 5:49 p.m. at Marysville City Hall. He led those present in the Pledge of Allegiance.

### **Roll Call**

Chief Administrator Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Councilmember Jon Nehring, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright, Councilmember Lee Phillips

**Absent:** None

**Also Present:** Chief Administrator Mary Swenson, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Chief Smith, Community Information Officer Doug Buell, Financial Planning Manager Denise Gritton Asst. Human Resources Director Kristie Guy, Court Administrator Suzanne Elsner, and City Clerk Tracy Jeffries

### **Employee Service Awards:**

June Roylance presented Roberta Schneider, UB Accounting Technician, with her 15-year service award.

### **2010 Preliminary Budget:**

Mary Swenson reminded council of the budget adjustments that have already been made this year in response to the poor economy. The proposed budget continues those same assumptions.

Sandy Langdon went through the different funds in the 2010 Preliminary Budget Summary as contained in the packet distributed to council members.

Mary Swenson commented that they are prepared to work with this very lean budget until things begin to improve. Also, if the economy gets worse they will have to react at that point. She discussed the difficulties of planning this budget during a down economy while also preparing for a 20,000 person annexation.

Mary Swenson and Sandy Langdon discussed the 2010 Preliminary Budget Requests for the Annexation as shown in the council's packet. She explained that they would not receive property taxes until 2011 and sales tax credits until September 2010. Utilities taxes and the county road tax will be received the first year. Chief Smith reviewed impacts to the police department. Kevin Nielsen discussed anticipated impacts to public works.

Suzanne Elsner discussed the annexation budget requests, the first being to reclassify the Commissioner to a Judge. The second request is to add a probation officer to handle the increased caseload. She explained the necessity of both of those positions.

Kristie Guy explained that the software requested will help them handle the workload. Mary Swenson explained the second request is for a floater position that can float within the different departments as needed.

Sandy Langdon explained the requests for Finance and Legal to include:

- PO/Requisition Implementation
- System Analyst
- Program Specialist (0.5 FTE)

Gloria Hirashima explained the Community Development requests to include:

- Electrical Inspector
- Associate Planner
- E-Gov My Building Permit
- ScanPro 400 Reader/Printer & Scanner
- Annexation Census
- Wide Format Digital Copier
- Temporary Help

Chief Smith explained the requests to include:

- Police Officer
- Patrol Lieutenant
- Community Service Officer
- Program Specialist in 2011
- Custody Officer
- Overtime

- Additional Expenses with Hiring
- Jail Van in 2011

Jim Ballew explained the requests to include:

- Maintenance Worker I(0.75 FTE)
- Online Registration System
- Seasonal labor
- Additional Supplies

Kevin Nielsen explained the requests to include:

- Maintenance Workers
- Temporary Labor
- Supplies
- Road Upgrades
- Tractor Mower
- Sidewalk Replacement
- Reclassification to Lead Position
- Various Equipment
- Maintenance Worker
- Surface Water Inspector
- Surface Water Interns
- Program Clerk

*Mayor Kendall recessed for a short break at 7:12 p.m. The meeting was called back to order at 7:30 p.m.*

Mary Swenson stated there are three areas of taxes they are looking at: property tax, admissions tax, and utility tax. She first discussed the admissions tax. She explained that Marysville's movie theater charges the same price for a ticket that is charged in Everett and other cities that do have an admissions tax. She informed council that they could set the parameters as narrow or broad as they wanted to and that they could exempt certain types of businesses.

Mary Swenson and Sandy Langdon next discussed utility tax. This is currently at 5%; council has the ability to go to 6%. Increasing it to 6% could bring in an estimated \$750,000 per year. The council has the ability to approve the increase this temporarily with a sunset clause or could approve with the condition that it would be reviewed at budget time. It can also be raised a full one percent or a partial percent. She looked at scenarios for the average homeowner.

Mary Swenson and Sandy Langdon then discussed options for the property tax. She stated that with the annexation area considered they will have 50% rentals. This puts the city in the position of providing services to renters who studies have shown require more services than property owners. She reviewed the top property tax payers in the city. There was discussion about projected payments of current rates versus a 1% rate

increase. They then reviewed how Marysville compares to other cities. Of 280 cities surveyed, 215 take the 1% or above. Estimated property tax income at the different levels was also reviewed. Mary Swenson pointed out that the City has not increased property taxes for the last eight years.

Mary Swenson encouraged Council to consider increases in two areas and that this increase should be designated specifically for streets. Questions and answers followed.

The Business and Occupation (B&O) tax was also briefly addressed as a tax option available to cities.

### **Adjournment**

Seeing no further business, Mayor Kendall adjourned the workshop at 8:15 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:01 p.m.
<b>Approval of Minutes</b>	
Approve October 19, 2009 City Council Work Session Minutes.	Approved
Approve October 26, 2009 City Council Meeting.	Approved
<b>Consent Agenda</b>	
Approve the October 21, 2009 Claims in the Amount of \$577,343.34; Paid by Check No.'s 58755 through 58902 with Check No. 31501, 36569, 42072, 44239 and 53274 Voided.	Approved
Approve October 28, 2009 Claims in the Amount of \$1,009,012.10 Paid by Check No.'s 58903 through 59034 with Check No.'s 24294, 25096, 25224, 26023, 26352, 26353, 26512, 26555, 26913, 27833, 27853, 27858, 28451, 28806, 29016, 29371, 29656, 29845, 29871, 30145, 30155, 30379, 30723, 30945, 31000, 31431, 31647, 32162, 32177, 32239, 32475, 32549, 32857, 32871, 32938, 33000, 33009, 33131, 33307, 33388, 33432, 33474, 33493, 33498, 33505, 33509, 33522, 33527, 33528, 33536, 33567, 33573, 33588, 33589, 33752, 33761, 34081, 34091, 34299, 34522, 34858, 34875, 34923, 35204, 35328, 35331, 35501, 35714, 35845, 35936, 35998, 36334, 36380, 36790, 36791, 37106, 37119, 37596, 37808, 37989, 38359, 38482, 38801, 38894, 39060, 39103, 39214, 39300, 39312, 39688, 40183, 40754, 40781, 41010, 41186, 41347, 42103, 42115, 42981, 43637, 43643, 43855, 44164, 45988, 46471, 46673, 47460, 54891, 58338, and 58843 Voided.	Approved
Approval of November 5, 2009 Payroll in the Amount of \$1,283,564.55; Paid by Check No. 22006 through 22057.	Approved
<b>Review Bids</b>	
Authorize the Mayor to Award 47 <sup>th</sup> Avenue NE Improvements Project to Faber Brothers Construction in the Amount of \$523,145.02 Including Washington State Sales Tax and Approve a Management Reserve of \$80,000 for a Total Allocation of \$603,145.02.	Approved
<b>New Business</b>	
Authorize the Mayor to sign the Interlocal Cooperative Agreement with Northwest Minichain between the City of Marysville and Whatcom County.	Approved
Authorize the Mayor to sign the Provider Agreement for Electronic Home Monitoring with BRK Management Services.	Approved
Authorize the Mayor to sign the Nonexclusive Communication Site Sublease with King County.	Approved
Authorize the Mayor to sign Amendment No. 1 with Snohomish County the Interlocal Agreement for Furnishing Equipment Maintenance / Repair Service.	Approved
Adopt an <b>Ordinance</b> of the City of Marysville Approving Transfer of Control of the Franchisee (Verizon Northwest Inc.) from Verizon Communications Inc. to Frontier Communications Corporation with Conditions and Establishing an Effective Date.	Approved Ord. No. 2791
Adopt an <b>Ordinance</b> of the City of Marysville, Washington, Annexing the Area Known as the "Central Marysville Annexation" into the City by the Interlocal Agreement Method of Annexation Set Forth in RCW 35A.14.460; Providing for the Assumption of Indebtedness and Zoning Regulation, Providing for Notice of the Annexation to be Published, and Providing for the Effective Date of the Annexation.	Approved Ord. No. 2792
Adopt an <b>Ordinance</b> of the City of Marysville, Washington, Amending Marysville Municipal Code Section 16.04.050 Related to Building Permit Plan Review Fees.	Approved Ord. No. 2793

Authorize the Mayor to sign the Letter of Understanding between Snohomish County Fire District #12 and the City of Marysville.	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:21 p.m.
<b>Executive Session</b>	8:30 p.m.
<b>Real Estate – two items pursuant to RCW 42.30.110(1)(b)</b>	
<b>Adjournment</b>	8:55 p.m.



# COUNCIL



# MINUTES

## **Regular Meeting**

*November 9, 2009*

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

Mayor Kendall called the November 9, 2009 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor John Mason from the Mt. View Presbyterian Church. Mayor Kendall led those present in the Pledge of Allegiance.

### **Roll Call**

Chief Administrator Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Councilmember Jon Nehring, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright, Councilmember Lee Phillips

**Also Present:** Chief Administrator Mary Swenson, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, City Attorney Grant Weed, Parks and Recreation Director Jim Ballew, Police Chief Rick Smith, Community Information Officer Doug Buell, and City Clerk Tracy Jeffries

### **Committee Reports - none**

### **Presentations**

A. Wellness Walktober Report.

Brooke Heichel reported on behalf of the Wellness Committee. She stated that with the support of the committee this year they have reached 15 members and have earned the Well City Award. As part of that award they are required to keep the committee members involved with the Council and management. She reported that the recent Walktober campaign was a month-long walking and tracking program. Each recipient that signed up for the program received a pedometer and a flashing light so they could

walk and be safe in the dark. 99 people signed up for this campaign; this represents approximately 40% of the total city employees. Mayor Kendall commended the Wellness Committee on their work and for the Well City Award which they received.

B. Employee of the Month.

Mayor Kendall presented Dave Doop with the Employee of the Month for the month of November.

**Audience Participation - none**

**Approval of Minutes**

1. Approval of October 19, 2009 City Council Work Session Minutes.

**Motion** made by Councilmember Nehring, seconded by Councilmember Seibert, to approve the October 19, 2009 minutes as presented. **Motion** passed unanimously (7-0).

2. Approval of October 26, 2009 City Council Meeting.

Councilmember Nehring stated he would be abstaining as he was not present for the meeting.

**Motion** made by Councilmember Wright, seconded by Councilmember Rasmussen, to approve the October 26, 2009 minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Nehring abstaining.

**Consent**

3. Approval of the October 21, 2009 Claims in the Amount of \$577,343.34; Paid by Check No.'s 58755 through 58902 with Check No. 31501, 36569, 42072, 44239 and 53274 Voided.
4. Approval of October 28, 2009 Claims in the Amount of \$1,009,012.10 Paid by Check No.'s 58903 through 59034 with Check No.'s 24294, 25096, 25224, 26023, 26352, 26353, 26512, 26555, 26913, 27833, 27853, 27858, 28451, 28806, 29016, 29371, 29656, 29845, 29871, 30145, 30155, 30379, 30723, 30945, 31000, 31431, 31647, 32162, 32177, 32239, 32475, 32549, 32857, 32871, 32938, 33000, 33009, 33131, 33307, 33388, 33432, 33474, 33493, 33498, 33505, 33509, 33522, 33527, 33528, 33536, 33567, 33573, 33588, 33589, 33752, 33761, 34081, 34091, 34299, 34522, 34858, 34875, 34923, 35204, 35328, 35331, 35501, 35714, 35845, 35936, 35998, 36334, 36380, 36790, 36791, 37106, 37119, 37596, 37808, 37989, 38359, 38482, 38801, 38894, 39060, 39103, 39214, 39300, 39312, 39688, 40183, 40754, 40781, 41010,

41186, 41347, 42103, 42115, 42981, 43637, 43643, 43855, 44164, 45988, 46471, 46673, 47460, 54891, 58338, and 58843 Voided.

5. Approval of November 5, 2009 Payroll in the Amount of \$1,283,564.55; Paid by Check No. 22006 through 22057.

**Motion** made by Councilmember Soriano, seconded by Councilmember Wright to approve Consent Agenda items 3, 4, and 5. **Motion** passed unanimously (7-0).

### **Review Bids**

6. Award 47th Avenue NE Improvements Project to Faber Brothers Construction in the Amount of \$523,145.02 Including Washington State Sales Tax and Approve a Management Reserve of \$80,000 for a Total Allocation of \$603,145.02.

Kevin Nielsen stated that they received 25 bids on this project. The engineer's estimate was over \$700,000. All of the funding is grant money from Safe Sidewalks to School and TIB.

Councilmember Rasmussen commended Director Nielsen and his staff for aggressively pursuing grants and other ways to fund the necessary projects in the city.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the Mayor to Award 47<sup>th</sup> Avenue NE Improvements Project to Faber Brothers Construction in the Amount of \$523,145.02 Including Washington State Sales Tax and Approve a Management Reserve of \$80,000 for a Total Allocation of \$603,145.02.

**Motion** passed unanimously (7-0).

### **New Business**

7. Interlocal Cooperative Agreement with Northwest Minichain between the City of Marysville and Whatcom County.

Chief Smith explained that this is a recurring agreement with a small increase.

**Motion** made by Councilmember Soriano, seconded by Councilmember Seibert, to authorize the Mayor to sign the Interlocal Cooperative Agreement with Northwest Minichain between the City of Marysville and Whatcom County.

**Motion** passed unanimously (7-0).

8. Provider Agreement for Electronic Home Monitoring with BRK Management Services.

Chief Smith stated that this agreement allows for the city not to have to pay when the device is not being utilized.

Councilmember Rasmussen asked how much the participants in the home monitoring program pay. Chief Smith thought that it was \$25 a day.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Provider Agreement for Electronic Home Monitoring with BRK Management Services. **Motion** passed unanimously (7-0).

9. Nonexclusive Communication Site Sublease with King County.

**Motion** made by Councilmember Nehring, seconded by Councilmember Phillips, to authorize the Mayor to sign the Nonexclusive Communication Site Sublease with King County. **Motion** passed unanimously (7-0).

10. Amendment No. 1 to Interlocal Agreement for Furnishing Equipment Maintenance / Repair Service.

Kevin Nielsen stated that this is the first amendment for the agreement regarding radio repairs for the police department. Staff has also added all of the equipment within public works in case we want to use their services related to vehicle maintenance at a later date.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to authorize the Mayor to sign Amendment No. 1 with Snohomish County the Interlocal Agreement for Furnishing Equipment Maintenance / Repair Service. **Motion** passed unanimously (7-0).

11. An Ordinance of the City of Marysville Approving Transfer of Control of the Franchisee (Verizon Northwest Inc.) from Verizon Communications Inc. to Frontier Communications Corporation with Conditions and Establishing an Effective Date.

Doug Buell explained that on May 13 Verizon announced plans to divest its local wire line communication system to Frontier Communications. The transaction includes Verizon's residential and small business telephone lines, internet service, long distance voice accounts and their fiber to the premises assets. He reviewed the history of this transaction to date and the cost to the City. He noted that the amount of reimbursement to the consortium was increased to \$75,000 so it looks like all costs will be covered. He discussed a press release by the WUTC (Utilities and Transportation Commission) saying that they objected to the sale of Verizon's wire line telephone business to Frontier. He mentioned that Snohomish County Council adopted this this morning. So far 7 of 18 communities in Snohomish County have adopted it.

Gregg Sayre, Associate General Counsel for Frontier Communications – Eastern Region, outlined what the transaction is about and made a commitment to provide excellent service.

City Attorney Grant Weed reviewed one reference that will be added to the code.

Councilmember Vaughan asked about any differences for the customer. Mr. Sayre said they expect it to look as much as possible as it does today.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve Ordinance No. 2791. **Motion** passed unanimously (7-0).

12. An Ordinance of the City of Marysville, Washington, Annexing the Area Known as the "Central Marysville Annexation" into the City by the Interlocal Agreement Method of Annexation Set Forth in RCW 35A.14.460; Providing for the Assumption of Indebtedness and Zoning Regulation, Providing for Notice of the Annexation to be Published, and Providing for the Effective Date of the Annexation.

Gloria Hirashima reviewed the background on this annexation.

Grant Weed explained that if Council adopts this ordinance tonight there will be some follow-up actions related to the annexation. He reviewed other actions that would need to be taken.

Mary Swenson noted that the effective date was chosen in order to make sure they were definitely within the 2009 timeframe. They also felt it was better to do this on December 30 rather than New Years Eve.

Councilmember Seibert asked if the agreement on 88<sup>th</sup> Street had come back from the County. Mayor Kendall replied that it has and it has been recorded.

**Motion** made by Councilmember Seibert, seconded by Councilmember Nehring, to approve Ordinance No. 2792. **Motion** passed 6-1 with Councilmember Phillips voting against.

Mayor Kendall congratulated everyone for the results of all their hard work.

13. An Ordinance of the City of Marysville, Washington, Amending Marysville Municipal Code Section 16.04.050 Related to Building Permit Plan Review Fees.

Gloria Hirashima stated that the Council had asked for a review of the building plan review "basic" programs and current city policy. The city building official John Dorcas completed a survey of jurisdictions on this matter. The results are in Council's packet. The majority of those surveyed are not employing a basic program. After reviewing the

actual time and cost for reviewing an established plan, staff felt it was appropriate to have a reduction on fees for a basic plan review. Staff is recommending that the city establish a basic program whereby the plan review fee is charged out at 35% of the building permit fee. Normally the plan review fee is 65%.

The Council consented to allow public comment from Mike Pattison.

Mike Pattison, 2524 96<sup>th</sup> St SE Everett WA 98208, expressed appreciation for this ordinance. He stated that is this type of action that will help to stabilize and invigorate the housing market.

Jeff Seibert asked about options that could be employed with the basic plan. Director Hirashima said they would approve a set of options at the initial plan review and would follow-up throughout the process.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Phillips, to approve Ordinance No. 2793. **Motion** passed unanimously (7-0).

18. Letter of Understanding between Snohomish County Fire District #12 and the City of Marysville.

Grant Weed discussed the requirement to consider the impacts, if any, to the fire service. A dialogue has occurred between the City and Fire District #12 and Chief Corn. Impacts of the Central Marysville Annexation have been considered and there is not a need for a separate Interlocal agreement with the Fire District.

**Motion** made by Councilmember Seibert, seconded by Councilmember Soriano, to authorize the Mayor to sign the Letter of Understanding between Snohomish County Fire District #12 and the City of Marysville. **Motion** passed unanimously (7-0).

### **Mayor's Business**

- ◆ He attended a ribbon-cutting on Smokey Point Blvd. He noted that it looks beautiful.
- ◆ On Saturday he joined the Parks Department, many members of the Parks Board, several councilmembers and staff to cut the ribbon for North Point Park.
- ◆ He also went around town to all of the grocery stores for the all city food drive. This year they collected 6,485 lbs. of food, over \$1,000 in cash, and at least \$245 worth of gift cards.
- ◆ City Hall will be closed on Wednesday for Veterans Day.
- ◆ The Governor will be in Arlington for the final funding for the sewer plan in Arlington on November 12. Mayor Kendall will there representing the public works trust fund who loaned them \$30-40 million.

- ◆ On November 13 is the dedication for 172<sup>nd</sup> Street at the Medallion Hotel at 11 a.m.
- ◆ Next week will be the public hearing on the budget.

### **Staff Business**

Jim Ballew:

- ◆ Thanks to all who showed up for the park's dedication.
- ◆ The Art and Nature event at the Senior Center was very successful.
- ◆ Parks is starting to decorate for the holidays.
- ◆ Recent flooding resulted in two Humpies in Jennings Pond.

Rick Smith:

- ◆ He attended the funeral of Officer Tim Brenton who was a member of the Marysville community. The police department provided security for the family along with several other departments. Anyone who wishes to help out the family can contribute to a fund at the Bank of America.
- ◆ They are working on a countywide pursuit MOU to deal with communications for multi-agency pursuits.

Kevin Nielsen:

- ◆ He signed a Community Block Grant for Cedar & 10<sup>th</sup> for sidewalks and bulbouts.
- ◆ Lakewood area channelization worked much better this weekend. He commended John Tatum for handling this so quickly and satisfactorily. Councilmember Vaughan also thanked him for handling the traffic concerns in that area. He asked if they had information about the volumes over the weekend compared with Halloween weekend. Kevin Nielsen indicated that the volumes looked about the same as the Halloween weekend.
- ◆ They have not had any flooding issues with the recent rains and have been running the sweepers to clear the drains prior to storms.
- ◆ They started renovations at the golf course today.

Doug Buell has been working on Winter 2009-2010 Activities Guide and the Marysville Messenger. Let him know if you hear of anything that should be included in either of those.

Sandy Langdon had no comments.

Gloria Hirashima had no comments.

Grant Weed stated that there was a need for an executive session expected to last 15 minutes to discuss two items concerning real estate with no action expected.

Mary Swenson thanked Director Kevin Nielsen, Chief Smith and John Tatum for their work on the Lakewood Area traffic solution. She especially commended John Tatum's coordination of this.

### **Call on Councilmembers**

Jeff Vaughan had no comments.

Donna Wright stated that she will be out of town on business from next Thursday through late on Monday, November 16 so she will miss the budget meeting. She requested a special meeting to finalize the budget when she can be here to participate. Councilmember Rasmussen and Nehring expressed support for scheduling a special meeting so that all of them could participate. Mary Swenson explained that the real issue is that they need to take action on the property tax item before November 30. The other tax items could wait until December. Councilmember Vaughan commented that he has had to miss some meetings with important votes because he had to be out of town on business. Councilmember Rasmussen suggested conducting the whole meeting, and then recessing and waiting for Councilmember Wright to arrive so she could participate that night without scheduling a special meeting. There was consensus to hold the meeting on the 16<sup>th</sup> and wait for Councilmember Wright to arrive before voting on the budget issues.

Carmen Rasmussen:

- ◆ She thanked Public Works for the traffic fix at Lakewood.
- ◆ She asked about having an update of the map of utility shutoffs and foreclosures when it is convenient.
- ◆ She suggested having a Welcome to Marysville party on December 30.

Lee Phillips:

- ◆ He expressed appreciation for the changes up in the Lakewood Shopping Center where traffic is much better.
- ◆ The 136<sup>th</sup>/152<sup>nd</sup> change is much smoother also although the southbound speed limit signage could use some clarification.

John Soriano congratulated David Doop and the tremendous help he is to the City.

Jon Nehring:

- ◆ He echoed praise of the quick traffic fix up in the Costco area.
- ◆ He recognized the Eagle Scout who was involved in the project at the North Point park dedication.
- ◆ He commended the police who participated in the procession through the city for fallen Officer Tim Brenton.



Jeff Seibert:

- ◆ He was shocked last weekend up at Costco when the roads were completely clear.
- ◆ He is very pleased to have 136<sup>th</sup> to 152<sup>nd</sup> on State Avenue completed.
- ◆ The park walk at North Point was very nice. He thanked the Eagle Scout for the work he did on that.

### **Recess**

Mayor Kendall recessed the meeting at 8:21 p.m. for a short break before reconvening into Executive Session expected to last 15 minutes to discuss two items concerning real estate with no action expected.

Executive session started at 8:30 p.m. Executive session extended to 8:55 p.m.

### **Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate – two items pursuant to RCW 42.30.110(1)(b)

### **Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 8:55 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of Minutes</b>	
Approval of November 2, 2009 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of November 4, 2009 Claims in the Amount of \$1,706,145.83; Paid by Check No. 59035 through 59157 with Check No.'s 49938, 54888, and 58889 Voided.	Approved
<b>Review Bids</b>	
Award Edwards Springs Baffle Project to MPC Containment International in the Amount of \$144,416.45 Including Washington State Sales Tax and Approve a Management Reserve of \$14,000 for a Total Allocation of \$158,416.45.	Approved
<b>Public Hearings</b>	
2010 Proposed Budget	Held
<b>New Business</b>	
Authorize the Mayor to sign the Acceptance of Lake Goodwin Well Disinfection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to sign the City Attorney Retainer Agreement for the Calendar Year 2010.	Approved
Adopt a <b>Resolution</b> of the City of Marysville, Washington Indicating Participation in the National League of Cities Prescription Discount Card Program.	Approved Res. No. 2274.
Adopt a <b>Resolution</b> of the City of Marysville, Washington Declaring a 1923 Pacific Car, Foundry Company Model PAC1112174 to be Surplus and Authorizing the Sale or Disposal Thereof.	Approved Res. No. 2273
Adopt a <b>Resolution</b> of the City of Marysville, Washington Authorizing an Interfund Loan Not to Exceed \$700,000 from the Waterworks Utility Fund 401 to the Golf Fund 420, and Providing a Formula for Payment of Interest.	Approved Res. No. 2272
Adopt an <b>Ordinance</b> of the City of Marysville, Washington, Adopting Snohomish County Codes and Ordinances as Required for the Central Marysville Annexation.	Approved Ord. No. 2800
Adopt an <b>Ordinance</b> of the City of Marysville, Washington, Setting the Threshold and Tax Rates in Accordance with RCW 82.14.415 with Respect to the Central Marysville Annexation.	Approved Ord. No. 2799
Adopt an <b>Ordinance</b> of the City of Marysville Adopting a Budget for the City of Marysville, Washington, for the Year 2010, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of All Such Funds Combined.	Approved Ord. No. 2798
Adopt an <b>Ordinance</b> of the City of Marysville Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for EMS Property Tax Levy.	Approved Ord. No. 2794

Adopt an <b>Ordinance</b> of the City of Marysville Levying EMS Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2010.	Approved Ord. No. 2795
Adopt an <b>Ordinance</b> of the City of Marysville Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for Regular Property Tax Levy.	Approved Ord. No. 2796
Adopt an <b>Ordinance</b> of the City of Marysville Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2010 and Levying Taxes in Addition to the Regular Property Tax for Payment of Debt Service on the City's Unlimited General Obligation Bonds, 1986 and Refunded in 1996 (0% with 1% banked)	Approved Ord. No. 2797
<b>Legal</b>	
Authorize the Mayor to sign the Notice of Exercise of Option to Extend Lease Term.	Approved
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:55 p.m.
<b>Executive Session</b>	9:05 p.m.
Litigation – one item pursuant to RCW 42.30.110(1)(i)	
<b>Adjournment</b>	9:10 p.m.

# COUNCIL



# MINUTES

## **Regular Meeting**

November 16, 2009

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

Mayor Kendall called the November 16, 2009 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. Mayor Kendall led those present in the Pledge of Allegiance.

### **Roll Call**

Chief Administrator Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

**Mayor:** Dennis Kendall

**Council:** Councilmember Jon Nehring, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright, Councilmember Lee Phillips

**Also Present:** Chief Administrator Mary Swenson, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, City Attorney Grant Weed, Parks and Recreation Director Jim Ballew, Police Chief Rick Smith, Community Information Officer Doug Buell, and City Clerk Tracy Jeffries

### **Committee Reports**

Councilmember Rasmussen reported that the **Library Board** met on November 12 and reviewed the following topics:

- The library is still having high circulation rates and October they set another all-time high record.
- It appeared as if the Sno-Isle levy was passing at the time of the meeting.
- They distributed information about the most-checked out books.
- Guest speaker was from Advantage Point Learning.

Seibert reported that the **Public Works Committee** met on 11/6/09 where they discussed the following: Snow and ice routes; hydrant use; watch dog meter; application

process; maintenance planning; and controlling runoff from new development, redevelopment and construction sites.

## **Presentations**

A. Employee Service Awards.

Tracy Glidden presented DAWN ISOM-KEITH, POLICE PROGRAM SPECIALIST with her 5-year award.

Terry Hawley presented SEAN OLSON, PW-UTILITY MAINTENANCE WORKER II with his 5 year award.

Terry Hawley informed everyone that RICK LYONS, SOLID WASTE, PW-SANITATION has reached his 5 years of service but was unable to come tonight.

Terry Hawley informed everyone that KEVIN GESSNER, PW-UTILITY MAINTENANCE WORKER II has reached his 15 years of service but was unable to come tonight.

Larry Larson presented DOUG BYDE, WATER QUALITY MGR with his 25 year award.

**Audience Participation** - None

## **Approval of Minutes**

1. Approval of November 2, 2009 City Council Meeting.

**Motion** made by Councilmember Nehring, seconded by Councilmember Rasmussen, to approve the November 2, 2009 minutes as presented. **Motion** passed unanimously (7-0).

## **Consent**

2. Approval of November 4, 2009 Claims in the Amount of \$1,706,145.83; Paid by Check No. 59035 through 59157 with Check No.'s 49938, 54888, and 58889 Voided.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan to approve Consent Agenda item 2. **Motion** passed unanimously (7-0).

## **Review Bids**

3. Award Edwards Springs Baffle Project to MPC Containment International in the Amount of \$144,416.45 Including Washington State Sales Tax and Approve a Management Reserve of \$14,000 for a Total Allocation of \$158,416.45.

Kevin Nielsen reported said that they received two bids on this project. He discussed the specific requirements and qualifications for this job because it would be putting baffles in a wet installation in the underground reservoir at Edward Springs. Staff received a letter from Layfield questioning the qualifications of MPC Containment International. These have been reviewed by the city attorney. Director Nielsen entered a staff report into the record which was intended to address the qualifications of MPC Containment International to successfully implement the installation of Edward Springs reservoir baffles as intended by the bid proposal documents. MPC has provided supporting documentation that satisfies requirements of the qualifications put forth on the technical specifications including over 2 million square feet of floating reservoir cover and over 5.5 million square feet of membrane fabrication since 1994. Director Nielsen further reviewed their qualifications and documentation.

Councilmember Seibert asked why the baffles are needed. Kevin Nielsen explained the need for this. Councilmember Vaughan asked about measures that would be taken to protect from possible contamination of the water from the divers. Director Nielsen reviewed sanitation measures that would be taken.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to authorize the Mayor to Award Edwards Springs Baffle Project to MPC Containment International in the Amount of \$144,416.45 Including Washington State Sales Tax and Approve a Management Reserve of \$14,000 for a Total Allocation of \$158,416.45.

**Motion** passed unanimously (7-0).

## **Public Hearings**

### 4. 2010 Proposed Budget.

Mary Swenson and Sandy Langdon presented a PowerPoint presentation on the 2010 Preliminary Budget.

The public hearing was opened at 7:51 p.m. Seeing no comments, the hearing was closed at 7:52 p.m.

Council comments and questions:

Councilmember Phillips asked why they did not receive budgets by department. Finance Director Langdon replied that they were distributed to Council at the work session. Councilmember Phillips recommended withdrawing funding from the visitor center and having them go through the Hotel/Motel Grants Committee instead.

Councilmember Nehring asked for the revised budget numbers for 2009. Staff provided these numbers. Councilmember Nehring pointed out that they had cut the budget significantly. When there is more money available he would like to see it used for

streets, ball fields, and possibly field turf. Overall he feels this is a solid budget and appropriate for the times we are in.

Councilmember Seibert pointed out that the Hotel/Motel Grant money has already been given out for this year. He asked Councilmember Phillips if he was proposing that the Visitor Center apply for 2010, noting that with the Olympics coming in 2010 they have already asked for supplemental funding. Councilmember Phillips noted that the Hotel/Motel Grant Committee meets in the spring and would be able to approve an application at that time. CAO Swenson commented that in the past the City has given them that money in January and they are relying on it for operating expenses. Councilmember Seibert suggested that the Visitor Center could apply for the Hotel/Motel Grant funding and if they receive funding they either refund the City's contribution or use that for the next year. He spoke against pulling their funding now.

Councilmember Vaughan asked Director Nielsen about the history of the overlay budget. Director Nielsen reviewed the budget history of the overlay budget and discussed how they are trying to keep up with the level of service on the major roadways.

Councilmember Soriano asked Chief Smith if he anticipates a significant increase in overtime as a result of the annexation. Chief Smith said they do anticipate that initially since they will not be able to fill the positions right away. Councilmember Soriano asked if they are expecting a high number of calls in the area. Chief Smith stated that there are two areas that have high call loads and will demand service. He stated that they plan to help educate that area about their response and how they do business. Mary Swenson commented that the police department has been analyzing this area for at least two years and they know exactly what they are dealing with.

## **New Business**

13. An **Ordinance** of the City of Marysville Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for EMS Property Tax Levy.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve Ordinance No. 2794. **Motion** passed unanimously (7-0).

14. An **Ordinance** of the City of Marysville Levying EMS Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2010.

**Motion** made by Councilmember Soriano, seconded by Councilmember Rasmussen, to approve Ordinance No. 2795. **Motion** passed unanimously (7-0).

15. An **Ordinance** of the City of Marysville Making a Declaration of Substantial Need for Purposes of Setting the Limit Factor for Regular Property Tax Levy.

**Motion** made by Councilmember Nehring, seconded by Councilmember Phillips, to approve Ordinance No. 2796. **Motion** passed unanimously (7-0).

16. An **Ordinance** of the City of Marysville Levying Regular Taxes Upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2010 and Levying Taxes in Addition to the Regular Property Tax for Payment of Debt Service on the City's Unlimited General Obligation Bonds, 1986 and Refunded in 1996.

**Motion** made by Councilmember Rasmussen (0% with 1% banked), seconded by Councilmember Phillips, to approve Ordinance No. 2797.

Councilmember Seibert spoke against banking 1%.

Councilmember Wright asked how much they have banked at this point. Mayor Kendall stated that they have none.

Councilmember Nehring asked if it would require a supermajority to use the banked capacity at any time. City Attorney Weed said that it requires a supermajority to raise the property taxes up to the 101% maximum. To use the banked capacity only requires a majority vote.

Upon a roll call vote, the **Motion** to adopt Ordinance 2797 passed (4-3) with Councilmembers Rasmussen, Phillips, Soriano and Nehring voting in support and Councilmembers Seibert, Wright and Vaughan voting against the motion.

Councilmember Rasmussen strongly emphasized the need to citizens to shop locally, especially since the Council is not raising property taxes.

12. An **Ordinance** of the City of Marysville Adopting a Budget for the City of Marysville, Washington, for the Year 2010, Setting Forth in Summary Form the Totals of Estimated Revenues and Appropriations for Each Separate Fund and the Aggregate Totals of All Such Funds Combined.

**Motion** made by Councilmember Nehring, seconded by Councilmember Soriano, to approve Ordinance No. 2798. **Motion** passed (6-1) with Councilmember Phillips voting against the motion.

11. An **Ordinance** of the City of Marysville, Washington, Setting the Threshold and Tax Rates in Accordance with RCW 82.14.415 with Respect to the Central Marysville Annexation.



**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve Ordinance No. 2799. **Motion** passed unanimously (7-0).

10. An **Ordinance** of the City of Marysville, Washington, Adopting Snohomish County Codes and Ordinances as Required for the Central Marysville Annexation.

**Motion** made by Councilmember Soriano, seconded by Councilmember Vaughn, to approve Ordinance No. 2800. **Motion** passed unanimously (7-0).

9. A **Resolution** of the City of Marysville, Washington Authorizing an Interfund Loan Not to Exceed \$700,000 from the Waterworks Utility Fund 401 to the Golf Fund 420, and Providing a Formula for Payment of Interest.

Director Langdon discussed the need for this interfund loan.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Nehring, to approve Resolution No. 2272. **Motion** passed unanimously (7-0).

8. A **Resolution** of the City of Marysville, Washington Declaring a 1923 Pacific Car, Foundry Company Model PAC1112174 to be Surplus and Authorizing the Sale or Disposal Thereof.

Parks and Recreation Director Ballew stated that there are two parties who are interested in this item. He stated that they have received funds from the insurance company and would like to use them towards continuing the gateway efforts as described within the Gateway Master Plan.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Resolution No. 2273. **Motion** passed unanimously (7-0).

7. A **Resolution** of the City of Marysville, Washington Indicating Participation in the National League of Cities Prescription Discount Card Program.

Mayor Kendall explained that this is provided at no charge to the City. They provide us with discount prescription cards which can be provided to the public. Councilmember Nehring thanked staff for bringing this forward.

**Motion** made by Councilmember Nehring, seconded by Councilmember Rasmussen, to approve Resolution No. 2274. **Motion** passed unanimously (7-0).

6. City Attorney Retainer Agreement for the Calendar Year 2010.

Mary Swenson stated that this is the same agreement they had in 2009 with no changes. She thanked Grant Weed for not increasing rates.

Councilmember Nehring thanked City Attorney Weed for that also. He asked when it might be more efficient to have an in-house attorney. CAO Swenson said they have started the process with the in-house prosecutors and they are evaluating that with regard to the city attorney on an annual basis. She thanked Tracy Jeffries with her assistance with the day-to-day reporting operations with courts. Grant Weed agreed that Tracy has been a tremendous help with lessening the amount of time that he would be spending administering the program with the prosecutors. She is very familiar with the work that they do given her past experience as a court administrator.

**Motion** made by Councilmember Nehring, seconded by Councilmember Phillips, to authorize the Mayor to sign the City Attorney Retainer Agreement for the Calendar Year 2010. **Motion** passed unanimously (7-0).

5. Acceptance of Lake Goodwin Well Disinfection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign the Acceptance of Lake Goodwin Well Disinfection Improvements Project Starting the 45-Day Lien Filing Period for Project Closeout. **Motion** passed unanimously (7-0).

## Legal

17. Notice of Exercise of Option to Extend Lease Term.

Grant Weed explained that the deadline for exercising the option to extend the lease is on December 2. He recommended that they extend the lease for a one-year period.

**Motion** made by Councilmember Rasmussen, seconded by Councilmember Soriano, to authorize the Mayor to sign the Notice of Exercise of Option to Extend Lease Term. **Motion** passed unanimously (7-0).

## Mayor's Business

### Staff Business

Jim Ballew:

- The Eagle Scout project at Strawberry Fields was done this weekend. They did an excellent job.
- The Turkey Chase Fun Run is this Saturday at 10:00 p.m.

Rick Smith:

- There will be no Public Safety meeting next Wednesday.
- Happy Thanksgiving to everyone.

- Today we had five sergeant interviews. We will be interviewing five more candidates over the next three days.

Kevin Nielsen:

- 27<sup>th</sup> seemed to operate at a good level of service this weekend. The manager of Costco seemed pleased with the traffic situation.
- He thanked Grant Weed and his firm for the work they do for the City.

Sandy Langdon reminded everyone that there will be no Finance Committee meeting this week.

Gloria Hirashima had no comments.

Grant Weed:

- Thanks to the Council for approving their agreement for another year. He stated that January will mark the 20<sup>th</sup> year that he has been the City Attorney. He reminisced about his early years with the City.
- He notified Council that there would be a local memorial for the late Judge Allendorfer on Thursday at 4 p.m. at the Snohomish County Courthouse.

Mary Swenson:

- There was a request from Judge Allendorfer's family that Marysville has a presence at the memorial since it was such a huge part of his career.
- She commended Sandy Langdon and Denise Gritton for a great job on the budget. She thanked all the directors for their work during this difficult process.
- There is the need for an executive session expected to last 5 minutes to discuss one item concerning potential litigation with no action expected.

### **Call on Councilmembers**

Carmen Rasmussen:

- She extended thanks to Sandy Langdon and Denise Gritton for their hard work on the budget. She thanked Grant Weed for staying with us for another year.
- She asked if staff could let Council know when the bids are open for Ingraham since they will not be meeting at that time. Kevin Nielsen said they would send it out as soon as they receive the certified bid tab.
- She acknowledged Fire Commissioner Kay Smith in the audience and thanked her for her faithful service to the fire district.

Lee Phillips:

- He wished everyone a Happy Thanksgiving.
- He reiterated appreciation for all the work on the budget. He stated that he voted against it because of his beliefs in the line item part and the checks and balances, but he does appreciate all the work that goes into it.

John Soriano:

- He welcomed Fire Commissioner Kay Smith to the meeting.
- He thanked Sandy Langdon, Denise Gritton and all the department heads for all their work on the budget.

Jon Nehring echoed thanks to Denise Gritton, Sandy Langdon and department heads.

Jeff Vaughan:

- He also commended staff for their work on the budget.
- He welcomed Kay Smith to the meeting.
- He discussed the medical marijuana clinic in Mountlake Terrace whose license was denied by the city, but approved by the state. He wondered if this could be addressed ahead of time through zoning. City Attorney Grant Weed said there was an earlier test case in the City of Spokane that may establish a precedent. He believes this type of activity can be regulated through our business licensing code. He discussed concerns related to the medical marijuana law. CAO Swenson said this was a topic that was brought up at a city manager meeting because this is starting to creep up around the state. A heightened awareness of the applications is critical. Staff is aware of this issue and keeping their eyes open. Grant Weed added that the application for a business must be a lawful business which meets all legal requirements. The question is whether or not the specific use of marijuana is a lawful activity.

Donna Wright:

- Thanks to all who worked so hard on the budget.
- Welcome to Fire Commissioner Kay Smith.
- Happy Thanksgiving to everyone.

Jeff Seibert:

- He asked if anyone was planning on going to comment at the Transportation Commission meeting in Everett. Kevin Nielsen and Mary Swenson are both planning on attending.
- He thanked everyone who worked on the budget this year during these difficult times.

## **Recess**

Mayor Kendall recessed the meeting at 8:55 p.m. for a short break before reconvening into Executive Session expected to last 5 minutes to discuss one item concerning potential litigation with no action expected.

## **Executive Session**

Executive session started at 9:05 p.m.

- A. Litigation – one item pursuant to RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

**Adjournment**

Seeing no further business, Mayor Kendall adjourned the meeting at 9:10 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.


\_\_\_\_\_  
Mayor  
Dennis Kendall

\_\_\_\_\_  
Asst. Admin. Svcs. Director  
Tracy Jeffries

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

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

Please see attached.

RECOMMENDED ACTION:  The Finance and Executive Departments recommend City Council approve the <b>November 11, 2009</b> claims in the amount of <b>\$409,142.07</b> paid by <b>Check No.'s 59158 through 59269</b> with no Check No.'s voided.
COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$409,142.07 PAID BY CHECK NO.'S 59158 THROUGH 59269 WITH NO CHECK NUMBER'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER

11-12-09  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **11<sup>th</sup> DAY OF NOVEMBER 2009.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 11/05/2009 TO 11/11/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59158	WEED GRAAFSTRA AND BENSON INC PS	EARNEST FOR WILLIAMS PROPERTY	40143980.562000.	5,000.00
59159	ABC LEGAL SERVICES INC.	MESSENGER SERVICE	00105515.549000.	125.00
59160	AMERICAN CLEANERS	DRY CLEANING - OCTOBER 2009	00103010.526000.	12.66
	AMERICAN CLEANERS		00103121.526000.	231.27
	AMERICAN CLEANERS		00103222.526000.	74.89
	AMERICAN CLEANERS		00103960.526000.	27.85
	AMERICAN CLEANERS		00104190.526000.	58.64
	AMERICAN CLEANERS		00104230.526000.	8.69
59161	AMSAN SEATTLE	JANITORIAL SUPPLIES - PUBLIC S	00100010.531400.	179.78
	AMSAN SEATTLE	JANITORIAL SUPPLIES - COURT BU	00101250.531400.	240.39
	AMSAN SEATTLE	JANITORIAL SUPPLIES	40142480.531300.	121.47
	AMSAN SEATTLE	JANITORIAL SUPPLIES - PUBLIC W	40143410.531200.	277.93
	AMSAN SEATTLE		40143780.531000.	297.43
59162	ANKROM, MICHAEL	UB 860920000000 8229 52ND DR N	401.122110.	53.21
59163	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING - BOB, MARK,	50100065.526000.	32.99
59164	ASCOM HASLER/GE CAP PROG	POSTAGE METER	00100020.542000.	13.86
	ASCOM HASLER/GE CAP PROG		00100110.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00100310.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00101023.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00101130.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00102020.542000.	27.68
	ASCOM HASLER/GE CAP PROG		00105515.545000.	27.69
	ASCOM HASLER/GE CAP PROG		00143523.545000.	27.69
	ASCOM HASLER/GE CAP PROG		40143410.542000.	13.86
59165	THOMAS ASHLEY	REFUND CLASS FEES	00110347.376007.	61.00
59166	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	168.00
59167	AT&T MOBILITY	ACCT #287016547824	40145040.531000.	59.32
59168	KARINE AVAGIMOVA	INTERPRETER SERVICES	00102515.549000.	109.85
59169	JASWINDER BAINS	REFUND CLASS FEES	00110347.376007.	61.00
59170	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	416.00
59171	BIGLIN, ROBERT W & SANDRA	UB 981472705000 14727 43RD AVE	410.122100.	58.52
59172	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT - B. SMITH	00103222.526000.	-142.27
	BLUMENTHAL UNIFORMS & EQUIPMENT	SHIPPING - KIELAND	00103222.526000.	14.12
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM BELT - B. SMITH	00103222.526000.	53.21
	BLUMENTHAL UNIFORMS & EQUIPMENT	BOOTS - B. SMITH	00103222.526000.	173.71
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM - B. SMITH	00103222.526000.	512.27
59173	BOB BARKER COMPANY INC	PENCILS	00103960.531000.	90.36
	BOB BARKER COMPANY INC	SOAP AND SHAMPOO	00103960.531000.	175.71
59174	BOYDEN ROBINETT & ASSOCIATES LP	UB 245816120000 5816 120TH PL	401.122110.	25.00
59175	BOYDEN ROBINETT & ASSOCIATES LP	UB 651449111500 10332 60TH AVE	401.122110.	78.88
59176	BOYDEN ROBINETT & ASSOCIATES LP	UB 245727120000 5727 120TH PL	401.122110.	106.52
59177	BOYDEN ROBINETT & ASSOCIATES LP	UB 245807120000 5807 120TH PL	401.122110.	129.16
59178	JAYNE BOYLE	REFUND CLASS FEES	00110347.376007.	66.00
59179	BRANDENBURGER, SALLY	UB 871090000002 4818 75TH PL N	401.122110.	172.98
59180	BROWN, COYLE	UB 651132290501 9615 84TH DR N	401.122110.	180.18
59181	ERICA BRYSON	REFUND CLASS FEES	00110347.376007.	55.00
59182	C R HARNDEN CO INC	(5) PLATANUS ACERIFOLIA	00105380.531000.P0305	473.88
59183	CANINE BEHAVIOR CENTER INC	INSTRUCTOR SERVICES	00105120.541020.	297.00
59184	IRATXE CARDWELL	INTERPRETER SERVICES	00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	100.00
	IRATXE CARDWELL		00102515.549000.	100.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/05/2009 TO 11/11/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59185	CARR'S ACE HARDWARE	FLARE NUTS	40140280.531000.	27.36
59186	DAWN CHANDLER	RENTAL DEPOSIT REFUND	001.239100.	100.00
59187	ASSOC OF SNO CO CITIES & TOWNS	SCC DINNER MTG 11/13/09	00100060.549000.	105.00
59188	CNR, INC	MAINTENANCE CONTRACT - OCTOBER	50300090.541000.	1,355.79
59189	CODE PUBLISHING INC	MUNICIPAL CODE UPDATE	00101130.541000.	959.48
59190	PETER COLLERAN	SNACK/BEVERAGE SUPPLY REIMBURSE	42047267.549000.	240.94
59191	COOKSTON, NATHAN & SARAH	UB 986809000001 6809 49TH PL N	410.122100.	160.04
59192	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,875.22
	WA DEPT OF CORRECTIONS		00103960.531250.	2,067.98
	WA DEPT OF CORRECTIONS		00103960.531250.	2,161.97
59193	COSTLESS SENIOR SERVICES INC	INMATE PRESCRIPTIONS - SEPT. 0	00103960.531000.	152.20
	COSTLESS SENIOR SERVICES INC	INMATE PRESCRIPTIONS - OCTOBER	00103960.531000.	199.12
59194	COVAD COMMUNICATIONS	INTERNET SERVICES	50300090.541000.	239.95
59195	CROP PRODUCTION SERVICES, INC	FERTILIZER & GRASS SEED	00105380.531000.	1,857.06
59196	DAY WIRELESS SYSTEMS	REPAIR RADIO	00104230.548000.	461.56
59197	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	312.00
59198	DICKS TOWING INC	TOWING EXPENSE - 02242K	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE - 09-5559	00103222.541000.	43.44
59199	DIJULIO DISPLAYS INC	(40)25' STRINGS, (1000) REPLAC	00105380.531000.	641.30
59200	E&E LUMBER INC	REBAR	40142280.548000.	11.40
59201	THE EAR PHONE CONNECTION	LAPEL MICROPHONES	00103222.526000.	664.74
59202	BROOKE EBERLEIN	RENTAL DEPOSIT REFUND	001.239100.	100.00
59203	LUCILLE K. ELLIS	REIMBURSEMENT FOR APPRAISAL	00100110.541000.0801	650.00
59204	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES FOR KBOCC	10605250.549000.	54.92
59205	EVERETT STAMP WORKS	STAMP	00105515.531000.	17.14
59206	EVERETT TIRE & AUTOMOTIVE	GOODYEAR TIRE	50100065.534000.	102.79
59207	CITY OF EVERETT	INTERLOCAL AGREEMENT	00103222.551000.	200.00
59208	CRAIG A. FULLERTON	CONSULTING-PROPERTY RESEARCH	00100110.541000.0801	4,380.00
59209	GG EXCAVATION INC	RELEASE OF RETAINAGE	305.223400.	40,622.59
	GG EXCAVATION INC		305.223400.	47,670.61
59210	GOLDEN CORAL	EMPLOYEE APPRECIATION LUNCH	00100310.549010.	98.17
	GOLDEN CORAL	COOKIES FOR HALLOWEEN EGG HUNT	00105120.531050.	32.22
59211	GOVCONNECTION INC	MISC. PERIPHERALS (CIRCUIT TES	50300090.531000.	94.48
59212	HARRIS, FRANKLIN & CANDACE	UB 870200000001 7909 50TH DR N	401.122130.	43.36
59213	HASLER, INC	LEASE PAYMENT	00100030.545000.	123.80
	HASLER, INC		00100050.545000.	371.42
59214	HAWKINS, MATT	UB 070350000002 9429 57TH DR N	401.122110.	28.96
59215	ROSE HAYES	INSTRUCTOR SERVICES	00105250.541020.	74.00
59216	HD FOWLER COMPANY	POLLY SHUT OFF TOOL	40140580.535000.	267.16
	HD FOWLER COMPANY	PARTS FOR GETCHELL HIGH SCHOOL	40140980.531000.	594.78
59217	JOHN HEWITT	RENTAL DEPOSIT FEES	001.239100.	100.00
	JOHN HEWITT		00110347.376014.	55.00
59218	HOME DEPOT CREDIT SVCS	TREES	00105380.531000.P0305	26.12
	HOME DEPOT CREDIT SVCS	STORAGE CABINET	00105380.531000.	105.93
	HOME DEPOT CREDIT SVCS	TREES	00105380.531000.	201.26
59219	SNOHOMISH COUNTY HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	00199566.551000.	940.19
	SNOHOMISH COUNTY HUMAN SERVICES		00199566.551000.	1,498.99
59220	IOS CAPITAL	COPIER CHARGES	00100020.545000.	83.84
	IOS CAPITAL		00100020.545000.	236.54
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100050.545000.	220.47
	IOS CAPITAL		00100110.545000.	84.06

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 11/05/2009 TO 11/11/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59220	IOS CAPITAL	COPIER CHARGES	00100110.545000.	267.59
	IOS CAPITAL		00100310.545000.	84.05
	IOS CAPITAL		00100310.545000.	137.92
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00102020.545000.	78.84
	IOS CAPITAL		00102020.545000.	146.72
	IOS CAPITAL		00102020.545000.	192.23
	IOS CAPITAL		00103121.545000.	321.45
	IOS CAPITAL		00103222.545000.	33.19
	IOS CAPITAL		00103960.545000.	163.99
	IOS CAPITAL		00104190.545000.	58.65
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105380.545000.	345.35
	IOS CAPITAL		00105515.545000.	175.79
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40143410.545000.	78.85
	IOS CAPITAL		40143410.545000.	105.89
	IOS CAPITAL		40143410.545000.	146.72
	IOS CAPITAL		40143410.545000.	192.22
	IOS CAPITAL		40143410.545000.	243.27
	IOS CAPITAL		42047165.545000.	21.72
	IOS CAPITAL		50100065.545000.	20.96
	IOS CAPITAL		50200050.545000.	20.95
59221	IOS CAPITAL		00100020.545000.	12.83
	IOS CAPITAL		00100020.545000.	153.13
	IOS CAPITAL		00100030.545000.	33.03
	IOS CAPITAL		00100050.545000.	82.23
	IOS CAPITAL		00100110.545000.	9.10
	IOS CAPITAL		00100110.545000.	115.75
	IOS CAPITAL		00100310.545000.	9.09
	IOS CAPITAL		00100310.545000.	75.85
	IOS CAPITAL		00100720.545000.	49.60
	IOS CAPITAL		00101023.545000.	32.97
	IOS CAPITAL		00101130.545000.	32.97
	IOS CAPITAL		00102020.545000.	2.62
	IOS CAPITAL		00102020.545000.	22.46
	IOS CAPITAL		00102020.545000.	429.95
	IOS CAPITAL		00103121.545000.	114.67
	IOS CAPITAL		00103222.545000.	16.60
	IOS CAPITAL		00103960.545000.	150.59
	IOS CAPITAL		00104190.545000.	13.04
	IOS CAPITAL		00104190.545000.	70.66
	IOS CAPITAL		00104190.545000.	612.30
	IOS CAPITAL		00105250.545000.	16.45
	IOS CAPITAL		00105380.545000.	56.98
	IOS CAPITAL		00105515.545000.	56.54

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 11/05/2009 TO 11/11/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59221	IOS CAPITAL	COPIER CHARGES	00143523.545000.	29.56
	IOS CAPITAL		10111230.545000.	8.41
	IOS CAPITAL		40142480.545000.	16.75
	IOS CAPITAL		40143410.545000.	8.41
	IOS CAPITAL		40143410.545000.	20.99
	IOS CAPITAL		40143410.545000.	22.46
	IOS CAPITAL		40143410.545000.	65.62
	IOS CAPITAL		40143410.545000.	429.94
	IOS CAPITAL		42047165.545000.	11.80
	IOS CAPITAL		50100065.545000.	1.31
	IOS CAPITAL		50100065.545000.	3.21
	IOS CAPITAL		50200050.545000.	1.32
	IOS CAPITAL		50200050.545000.	3.20
59222	IRON MOUNTAIN QUARRY LLC	ROCK	40140480.531000.	54.56
59223	KAREN LAMPHERE	INSTRUCTOR SERVICES	00105120.541020.	165.00
59224	LASTING IMPRESSIONS INC	INGRAM - HAT	00103222.526000.	21.72
	LASTING IMPRESSIONS INC	WALLACE - EMBROIDERY	00103960.526000.	13.03
59225	LEDOUX, DAVID	UB 530370000000 17703 36TH DR	401.122110.	76.13
59226	LEGG, INC.	JAIL LOCKS	00100010.548000.G0902	30,334.80
59227	DEPT OF LICENSING	BIG 5 SPORTING GOODS#355	001.237080.	125.00
	DEPT OF LICENSING	JERRY'S AMERICAN LOAN INC.	001.237080.	125.00
59228	LINDSLEY, CRYSTAL & PAUL	UB 730310000001 1920 66TH PL N	401.122110.	39.90
59229	LONGFELLOW, JACKIE	UB 280630000000 12702 52ND DR	401.122110.	44.56
59230	MARYSVILLE PRINTING	BUSINESS CARDS - J.BENSON	00103222.531000.	42.30
	MARYSVILLE PRINTING	IMPOUND FORMS	00103222.531000.	527.74
	MARYSVILLE PRINTING	BUSINESS CARDS - SAC	00103630.531000.	53.16
	MARYSVILLE PRINTING	(6)22X34 POSTERS LAMINATED	00105380.531000.	82.12
59231	NATIONAL IMPRINT CORPORATION	CRIME PREVENTION SUPPLIES	001.231700.	-34.20
	NATIONAL IMPRINT CORPORATION		001.231700.	-4.65
	NATIONAL IMPRINT CORPORATION		00103630.531000.	58.65
	NATIONAL IMPRINT CORPORATION		00103630.531000.	431.77
59232	JON NEHRING	MILEAGE REIMBURSEMENT	00100060.543000.	26.92
59233	NELSON, AARON & KATHRINA	UB 031490146001 7403 87TH PL N	401.122110.	39.75
59234	NEXXPOST LLC	INK CARTRIDGE	00100050.531000.	234.53
59235	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
59236	VANCE P ODELL	PUBLIC DEFENDER	00105515.541040.	6,000.00
59237	OFFICE DEPOT	OFFICE SUPPLIES	00100030.531000.	38.14
	OFFICE DEPOT		00100050.531000.	51.67
	OFFICE DEPOT		00100050.531000.	248.73
	OFFICE DEPOT		00103010.531000.	6.00
	OFFICE DEPOT		00103010.531000.	38.44
	OFFICE DEPOT		00103010.531000.	38.44
	OFFICE DEPOT		00103121.531000.	34.48
	OFFICE DEPOT		00103121.531000.	36.87
	OFFICE DEPOT	CREDIT	00103222.531000.	-9.85
	OFFICE DEPOT	OFFICE SUPPLIES	00103222.531000.	166.98
	OFFICE DEPOT		00103222.531000.	172.57
	OFFICE DEPOT		00103222.531000.	196.33
	OFFICE DEPOT		00104190.531000.	8.00
	OFFICE DEPOT		00104190.531000.	24.00
	OFFICE DEPOT		00104190.531000.	25.00
	OFFICE DEPOT		00105380.531000.	8.35

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 11/05/2009 TO 11/11/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59237	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	16.64
	OFFICE DEPOT		00143523.531000.	6.28
	OFFICE DEPOT		50300090.531000.	7.50
59238	PACIFIC NW BUSINESS PRODUCTS INC	PRINTER CARTRIDGE	00100110.531000.	79.22
	PACIFIC NW BUSINESS PRODUCTS INC	PRINTER TONER	00103010.531000.	61.85
	PACIFIC NW BUSINESS PRODUCTS INC		00103010.531000.	66.55
	PACIFIC NW BUSINESS PRODUCTS INC		00103222.531000.	169.00
59239	THE PARTS STORE	AIR FILTERS	00105380.531000.	86.14
	THE PARTS STORE	PLIERS	40141080.535000.	17.90
	THE PARTS STORE	BATTERIES	501.141100.	332.10
59240	PATRICKS PRINTING INC	PROBATION APPT	00100030.531000.	46.41
	PATRICKS PRINTING INC	PROBATION NOTICES	00100030.531000.	298.86
	PATRICKS PRINTING INC	LETTERHEAD	00100050.531000.	310.13
	PATRICKS PRINTING INC	NCO FORMS	00100050.531000.	389.57
	PATRICKS PRINTING INC	NOTICE OF CASE SETTING	00100050.531000.	761.69
59241	LAURIE HUGDAHL	MINUTE TAKING SERVICES	00101130.541000.	96.10
	LAURIE HUGDAHL		00101130.541000.	111.60
59242	PLUMBLY, AMEE	UB 030219030001 8729 59TH DR N	401.122110.	433.20
59243	POSITIVE PROMOTIONS INC	CALENDARS	00103630.531000.	106.45
59244	UNITED STATES POSTAL SERVICE	RSO MAILINGS	00103121.551000.	81.18
	UNITED STATES POSTAL SERVICE		00103121.551000.	81.18
	UNITED STATES POSTAL SERVICE		00103121.551000.	211.56
59245	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	717.50
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	2,152.50
59246	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #258-014-292-1	00105380.547000.	56.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #258-010-895-5	00105380.547000.	56.65
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #670-001-300-3	10110463.547000.	61.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #690-001-250-8	10110463.547000.	1,983.91
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #600-001-260-6	10110463.547000.	2,090.08
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #660-001-330-1	10110463.547000.	13,454.13
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #345-002-250-8	10111864.547000.	61.55
	PUD NO 1 OF SNOHOMISH COUNTY	ACCOUNT # 328-001-837-9	10111864.547000.	119.13
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #295-001-624-2	40140180.547000.	340.40
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-786-2	40142280.547000.	483.47
59247	PUD NO 1 OF SNOHOMISH COUNTY	INSTALL A FIXTURE SHIELD AS RE	10110463.548000.	250.00
59248	PUGET SOUND ENERGY	ACCT #753-901-800-7	00100010.547000.	822.49
	PUGET SOUND ENERGY	ACCT #835-819-211-3	00101250.547000.	261.54
	PUGET SOUND ENERGY	ACCT #549-775-008-2 CITY HALL	00103530.547000.	231.08
	PUGET SOUND ENERGY	ACCT #616-190-400-5	00105250.547000.	88.03
	PUGET SOUND ENERGY	ACCT #922-456-500-3	40143780.547000.	82.70
	PUGET SOUND ENERGY	ACCT #435-851-700-3	40143780.547000.	355.04
	PUGET SOUND ENERGY	ACCT #433-744-264-6	42047267.547000.	54.95
59249	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105250.541020.	83.13
59250	SALTIS, DANIEL & TERRI	RENTAL DEPOSIT REFUND	001.239100.	100.00
59251	SCHMITT, JOHN & ALISE	UB 760033100000 7003 53RD PL N	401.122110.	1,092.18
59252	EVIE SCRIBNER	INSTRUCTOR SERVICES	00105250.541020.	268.00
59253	CRAIG SHANKLE		00105250.541020.	72.00
59254	SNOHOMISH COUNTY SHERIFFS OFFICE	BOOKINGS - SEPT. 2009	00103960.551000.	70,204.24
59255	SNOHOMISH COUNTY TREASURER	CRIME VICTIM/WITNESS FUNDS	00102570.551000.	713.28
59256	SNOPAC	DISPATCH SERVICES	00104000.551000.	63,332.40
59257	SOUND SAFETY PRODUCTS CO INC	GLOVES	00103222.531000.	76.40
59258	SPRINGBROOK NURSERY	(4 YDS) ROCK/ NORTHPOINTE TRAI	00105380.531000.	75.39

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/05/2009 TO 11/11/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59259	WASHINGTON STATE PATROL	FINGERPRINT ID SERVICES	001.237100.	134.75
	WASHINGTON STATE PATROL		00102020.541000.	52.00
59260	TAB NORTHWEST	LABELS, FOLDERS, BUCKETS	00100030.531000.	70.00
	TAB NORTHWEST		00100050.531000.	638.06
59261	JAMES TINGELSTAD	REFUND CLASS FEES	00110347.376007.	61.00
59262	UNITED PARCEL SERVICE	SHIPPING CHARGES	00103222.541000.	15.42
	UNITED PARCEL SERVICE		40140980.531000.	38.86
59263	UNITED RENTALS	RENT SCARIFIER	10110130.531000.	126.57
	UNITED RENTALS	CONCRETE BLADE	10110361.531000.	352.96
59264	US BANK NATIONAL ASSOCIATION	OVERPAYMENT ON INTEREST EARNE	802.225000.	790.62
59265	VALLEY FREIGHTLINER INC	SURGE TANK	50100065.534000.	121.62
59266	WASHINGTON STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	001.237010.	40,231.69
	WASHINGTON STATE TREASURER		001.237030.	535.50
59267	WEED GRAAFSTRA AND BENSON INC PS	FORFEITURES - OCTOBER 2009	00103121.541000.	456.00
	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES	00105515.541000.	646.00
	WEED GRAAFSTRA AND BENSON INC PS		00105515.541000.	14,753.07
	WEED GRAAFSTRA AND BENSON INC PS		30500030.563000.R0301	232.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	94.50
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	14,753.07
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	88.00
59268	WESTERN FACILITIES SUPPLY INC	SUPPLIES	00103960.531000.	343.21
59269	WHITETHORNE, ARIEL	UB 750611000000 5122 72ND DR N	401.122110.	30.54
			<b>WARRANT TOTAL:</b>	<b><u>409,142.07</u></b>


**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **November 18, 2009** claims in the amount of **\$502,926.86** paid by **Check No.'s 59270 through 59415** with Check No. 49060 voided.

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$502,926.86 PAID BY CHECK NO.'S 59270 THROUGH 59415 WITH CHECK NUMBER 49060 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **18<sup>th</sup> DAY OF NOVEMBER 2009.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2009 TO 11/18/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59270	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAX 10/09	001.231700.	242.41
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.24
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	11.18
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	42.20
	WASHINGTON STATE DEPARTMENT OF		103.231700.	283.80
	WASHINGTON STATE DEPARTMENT OF		401.231700.	167.40
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	51,739.09
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	3,773.45
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	20,765.79
	WASHINGTON STATE DEPARTMENT OF		420.231700.	5.92
	WASHINGTON STATE DEPARTMENT OF		420.231710.	4,637.27
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	268.95
	WASHINGTON STATE DEPARTMENT OF		501.231700.	31.81
	WASHINGTON STATE DEPARTMENT OF		503.231700.	152.12
59271	ACCURINT	BACKGROUND INVESTIGATION TOOL	00103010.541000.	62.23
59272	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	90.00
59273	ALBERTSONS FOOD CENTER #471	PARKS & REC SUPPLIES	00105120.531050.	4.97
	ALBERTSONS FOOD CENTER #471		00105380.531000.	43.93
59274	AMSAN SEATTLE	DETERGENT	40140180.531000.	110.34
	AMSAN SEATTLE	DEGREASER,BLEACH	501.141100.	212.15
59275	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	33.00
	ARAMARK UNIFORM SERVICES		50100065.526000.	33.00
59276	ARLINGTON HARDWARE & LUMBER	PLUMBING PARTS	40140080.548000.	84.36
59277	CITY OF ARLINGTON	ACS-35,100 GALLONS USED	40140080.533000.	70.90
59278	CARLENE ARONSON	REFUND SECURITY DEPOSIT	001.239100.	200.00
59279	JAMES B BALLEW	REIMBURSE HOLIDAY SUPPLY PURCH	00105090.531280.	173.67
59280	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	115.50
59281	BANK OF AMERICA	MEETING REIMBURSEMENT	00100060.549000.	40.00
59282	BANK OF AMERICA	MEAL REIMBURSEMENT	00102020.549000.	103.11
59283	BANK OF AMERICA	REIMBURSE MEAL	40143410.549000.	67.83
59284	OWEN EQUIPMENT COMPANY	VACTOR TRAINING FOR TWO	40143410.549050.	100.00
59285	BLUE SEAL INC	RECONDITION VALVE PARTS	40140180.541000.	695.04
59286	BLUMENTHAL UNIFORMS & EQUIPMENT	EXTRA GEAR BELT	00103222.526000.	24.77
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-SMITH, B	00103222.526000.	109.58
	BLUMENTHAL UNIFORMS & EQUIPMENT	FLASHLIGHT-GUNDERSON	00103222.526000.	184.61
59287	RAE BOYD, APRN, BC	INMATE MEDICAL CARE	00103960.541000.	3,705.00
59288	BOYDEN ROBINETT & ASSOCIATES LP	UB 245828120000 5828 120TH PL	401.122110.	151.81
59289	BRINKS INC	ARMORED TRUCK SRVCS 11/09	00100050.541000.	289.86
	BRINKS INC		00102020.541000.	148.85
	BRINKS INC		00103010.541000.	289.86
	BRINKS INC		00143523.541000.	289.86
	BRINKS INC		40143410.541000.	148.85
	BRINKS INC		42047061.541000.	136.86
59290	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	18.00
59291	CARR'S ACE HARDWARE	SIGNAL AND SIGN MAINT SUPPLIES	10111864.531000.	93.23
	CARR'S ACE HARDWARE	CHAINSAW BAR OIL	40140180.531000.	11.94
	CARR'S ACE HARDWARE	BUSHINGS	40140480.531000.	23.72
59292	VICKI CARVER	INSTRUCTOR SERVICES	00105120.541020.	124.95
	VICKI CARVER		00105120.541020.	333.20



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59293	CDW GOVERNMENT INC	NAVIGATION RECEIVER	40142080.531000.	56.40
	CDW GOVERNMENT INC	ADAPTER	40142080.531000.	135.79
59294	CEMEX	CLASS B ASPHALT	31000076.548000.P0908	206.62
	CEMEX		31000076.548000.P0908	1,262.40
59295	CENTRAL WELDING SUPPLIES	REFILL ACETYLENE BOTTLE	50100065.531000.	61.77
59296	GEORGE CLAYTON	REFUND CLASS FEES	00110347.376009.	30.00
59297	COLUMBIA PAINT & COATINGS	PAINT,PRIMER,SEALER,TAPE,PADS	00100010.531000.	76.80
	COLUMBIA PAINT & COATINGS		31000076.531000.P0908	91.50
	COLUMBIA PAINT & COATINGS		40143410.531000.	176.41
59298	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	47.38
59299	COMMERCIAL FIRE PROTECTION	(10) FIRE EXT SERVICE TAGS	501.141100.	37.50
59300	COOK PAGING (WA)	PAGER SERVICE	10111230.542000.	3.74
	COOK PAGING (WA)		40143410.542000.	3.74
59301	CO-OP SUPPLY	LAWN FERTILIZER	00105380.531000.	7.59
59302	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,898.07
59303	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	105.00
59304	CRYSTAL SPRINGS	WATER DELIVERED,RENTAL	40142480.531330.	99.38
59305	CUZ CONCRETE PRODUCTS	CONCRETE HYDRANT GUARD POST	31000076.548000.P0908	81.30
	CUZ CONCRETE PRODUCTS	MANHOLE RISERS	40145040.548000.	54.44
59306	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100110.549000.	19.13
	DATABASE SECURE RECORDS DESTRUCTIO		00100310.549000.	19.13
	DATABASE SECURE RECORDS DESTRUCTIO		00103010.541000.	32.30
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	32.30
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	32.29
	DATABASE SECURE RECORDS DESTRUCTIO		00103960.541000.	32.29
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.531000.	32.29
59307	DELL MARKETING LP	MEMORY FOR NCC SERVER	40140580.548000.	182.30
59308	DICKS TOWING INC	TOWING EXPENSE-MP 09-5809	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-VEH #P112 TO SH	50100065.548000.	43.44
59309	DUNLAP INDUSTRIAL	CHAINSAW PARTS	40140180.531000.	59.40
59310	DUTTON ELECTRIC CO., INC.	REPAIRS TO LIGHTS IN COVERED A	00105380.531000.	440.77
59311	E&E LUMBER INC	NAILS,SHIMS	00100010.531000.	17.30
	E&E LUMBER INC	ELECTRICAL COVER	00105380.531000.	1.94
	E&E LUMBER INC	WASH,FASTENERS	00105380.531000.	4.98
	E&E LUMBER INC	FASTENERS	00105380.531000.	7.56
	E&E LUMBER INC	PAIL,FASTENERS,CONCRETE	00105380.531000.	10.96
	E&E LUMBER INC	KEYS	00105380.531000.	15.55
	E&E LUMBER INC	SPRAY PRIMER,PAINT	00105380.531000.	21.01
	E&E LUMBER INC	CABLE TIES	00105380.531000.	23.20
	E&E LUMBER INC	SUPPLIES-BOYS AND GIRLS CLUB	31000076.531000.P0908	25.61
	E&E LUMBER INC	SUPPLIES FOR RESTROOM REMODEL	31000076.548000.P0908	150.77
	E&E LUMBER INC	PSI PIPE	40140980.531000.	23.88
	E&E LUMBER INC	CEDAR FENCING	40145040.531000.	2.81
	E&E LUMBER INC	DUSTER	42047165.549000.	10.63
	E&E LUMBER INC	UTILITY KNIFES	42047165.549000.	22.65
	E&E LUMBER INC	AIR HOSE	50200050.531000.	46.64
59312	THE EAR PHONE CONNECTION	RADIO PARTS	00103222.526000.	99.80
59313	EMPLOYMENT SECURITY DEPARTMENT	EMPLOYMENT VERIFICATION	00103222.551000.	9.50
59314	THE EVERETT STEEL COMPANIES	STEEL SHEET	40143410.549000.	38.01
	THE EVERETT STEEL COMPANIES	STEEL PLATE	40143410.549000.	104.53
59315	CITY TREASURER EVERETT WA	WATER/FILTRATION SERVICE CHARG	40140080.533000.	91,387.62
59316	CITY OF EVERETT	LAB ANALYSIS	40145040.553100.	315.00

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59317	EXCEL GLOVES & SAFETY SUPPLIES	GLOVES	00105380.531000.	380.40
59318	FBI/LEEDA	DUES-LAMOUREUX	00103222.548000.	50.00
59319	FINE LINE INSTRUMENT	SOLENOID VALVE	40140180.548000.	426.66
	FINE LINE INSTRUMENT	CHLORINE SENSOR	40141580.548000.	876.95
59320	FIRE PROTECTION,INC	SPRINKLER SYSTEM INSPECTION-PS	00100010.548000.	1,126.18
	FIRE PROTECTION,INC	SECURITY MONITORING-JENNINGS M	00105380.548000.	132.38
	FIRE PROTECTION,INC	MONITORING-LIBRARY	00112572.548000.	183.38
	FIRE PROTECTION,INC	FIRE/SPRINKLER INSPECTION-LIBR	00112572.548000.	762.37
	FIRE PROTECTION,INC	FIRE/SPRINKLER INSPECTION-STIL	40141580.548000.	738.48
	FIRE PROTECTION,INC	MONITORING-GOLF COURSE	42047061.548000.	132.38
	FIRE PROTECTION,INC	FIRE ALARM INSPECTION-GOLF COU	42047061.548000.	374.67
59321	FOOTJOY	MYJOY SHOES	420.141100.	84.28
59322	GALLS INC	CREDIT	00103222.526000.	-7.58
	GALLS INC	STINGER BATTERY PACK	00103222.526000.	145.51
59323	GCSAA	GCSAA DUES-COLLERAN	42047165.549000.	320.00
59324	GENERAL CHEMICAL CORP	ALUM SULFATE 12.181 DRY TON	40142480.531320.	3,330.52
59325	GENERAL CHEMICAL CORP	ALUM SULFATE 12.169 DRY TON	40142480.531320.	3,327.25
59326	GRAINGER INC	HARD HAT RACKS,MOUNT KITS	40142080.549000.	213.60
59327	GRAYBAR ELECTRIC CO INC	CIRCUIT TESTER	50200050.531000.	36.51
59328	GREG RAIRDON'S DODGE CHRYSLER JEEP	RIGHT MIRROR ASSEMBLY	50100065.534000.	292.05
59329	HACH COMPANY	DIGITAL EXTENSION CABLE,SAMPLE	40140780.531000.	212.75
	HACH COMPANY	TURBIDITY STANDARD	40140780.531000.	426.97
59330	HALSTROM & ASSOCIATES, INC.	11/09 LOBBYIST RETAINER FEE	40143410.541000.	2,080.00
59331	HD FOWLER COMPANY	PRICE ADJUSTMENT INV 12172979	401.141400.	-29.72
	HD FOWLER COMPANY	METER COUPLINGS	401.141400.	13.21
	HD FOWLER COMPANY		401.141400.	33.02
	HD FOWLER COMPANY	METER GASKETS	401.141400.	52.94
	HD FOWLER COMPANY	RUBBER METER GASKETS	401.141400.	61.91
	HD FOWLER COMPANY	VALVE BOX TOP	401.141400.	96.43
	HD FOWLER COMPANY	VALVE BOX BASES,BOX TOP,GASKET	401.141400.	355.32
	HD FOWLER COMPANY	COPPER TUBING,METER GASKETS	401.141400.	366.79
	HD FOWLER COMPANY	RUBBER METER GASKETS,COPPER TU	401.141400.	393.13
	HD FOWLER COMPANY	VALVE BOX TOPS	401.141400.	399.69
	HD FOWLER COMPANY	MISC PARTS FOR STOCK	401.141400.	463.81
	HD FOWLER COMPANY	METER SETTER	401.141400.	525.74
	HD FOWLER COMPANY	HYDRANT PARTS	40140680.531000.	208.85
	HD FOWLER COMPANY	NUT KIT	40140980.531000.	63.85
	HD FOWLER COMPANY	METER BOX BASES,LID,NUT KITS	40140980.531000.	427.59
	HD FOWLER COMPANY	MISC PVC FITTINGS	40142180.531000.	285.44
	HD FOWLER COMPANY	MATTING,STAPLES	40145040.548000.	387.95
	HD FOWLER COMPANY	SHOVELS,TAPE,TRENCH WOOD HAND	501.141100.	219.27
59332	HOLLIMAN, ANDREA & KEITH	UB 751625055008 7209 54TH PL N	401.122110.	188.03
59333	HOPE HEALTH/IHAC	(254) 2010 HOPE HEALTH CALEND	001.231700.	-40.54
	HOPE HEALTH/IHAC		00100310.549011.	511.94
59334	ANN HUSTVEDT	REFUND CLASS FEES	00110347.376009.	19.00
59335	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
	LETTIE HYLARIDES		00102515.549000.	108.80
59336	IMSA NW SECTION	MEMBERSHIP-HAYES	10111230.549000.	60.00
	IMSA NW SECTION	MEMBERSHIP-KINNEY, H	10111230.549000.	60.00

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59336	IMSA NW SECTION	MEMBERSHIP-BRISCOE	10111864.549000.	60.00
	IMSA NW SECTION	MEMBERSHIP-KING, TOM	10111864.549000.	60.00
59337	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SERVICES	00103222.551000.	1,121.80
59338	MARGARET JANES	REFUND CLASS FEES	00110347.376007.	61.00
59339	JET PLUMBING	REMOVE DISPOSAL & CONNECT DRAI	00100010.548000.	163.84
	JET PLUMBING		00101250.548000.	157.32
	JET PLUMBING	REPAIR DRINKING FOUNTAIN	31000076.548000.P0908	147.75
59340	DEPARTMENT OF LABOR & INDUSTRIES	RENEWAL FOR ELEVATOR OPERATING	00103530.549000.	109.40
59341	LAKE STEVENS SCHOOL DISTRICT #4	MITIGATION FEES 10/09	642.237000.	13,242.00
59342	LAKESIDE EQUIPMENT CORPORATION	WEAR SLEEVE	401.231700.	-46.18
	LAKESIDE EQUIPMENT CORPORATION		40142480.548000.	583.18
59343	LASTING IMPRESSIONS INC	UNIFORM-GERFIN	00103960.526000.	32.58
	LASTING IMPRESSIONS INC	(13) STAFF SHIRTS	00105120.526000.	257.64
59344	DAWN LEE	REFUND CLASS FEES	00110347.376009.	60.00
59345	LES SCHWAB TIRE CENTER	TIRES FOR HAND TRUCK	00103530.531000.	67.03
	LES SCHWAB TIRE CENTER	TRAILER TIRE	50100065.534000.	345.15
59346	DEPT OF LICENSING	ANDREWS, KEITH (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	CALLAN, RICHARD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	CAUSER, RICHARD (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	CROSBY, PAUL (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	DIRKES, BRYON (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	GREEN, CARY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	INGISON, TIMOTHY (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LEWIS, WILLIAM (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	PEREZ, JOSEPH (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	RIAL, DOUGLAS (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	ROBERSON, GREGORY (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	STALLCUP, LANE (RENEWAL)	001.237020.	18.00
	DEPT OF LICENSING	TLUMAK, RICHARD (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BELTRAN, RAMON (LT RENEWAL)	001.237020.	21.00
59347	LINKS TURF SUPPLY INC	CREW UNIFORM	42047165.526000.	65.16
59348	JAMES MAPLES	TRAVEL REIMBURSEMENT	00103222.549100.	-108.00
	JAMES MAPLES		00103222.549100.	27.85
	JAMES MAPLES		00103222.549100.	83.00
59349	MARYSVILLE PAINT & DECORATING	PAINT	42047165.549000.	4.01
	MARYSVILLE PAINT & DECORATING		42047165.549000.	4.01
	MARYSVILLE PAINT & DECORATING		42047165.549000.	14.82
59350	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USEAGE	00105120.531091.	191.25
	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 10/09	642.237000.	68,459.00
59351	CITY OF MARYSVILLE	FIRELINE @ 1049 STATE AVE	00103530.547000.	61.40
	CITY OF MARYSVILLE	WATER @ 1049 STATE AVE (IRR)	00103530.547000.	85.68
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 1049 STATE AVE	00103530.547000.	571.52
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 514 DELTA	00105250.547000.	504.89
	CITY OF MARYSVILLE	WATER @ 47TH-I5 (IRR)	00105380.547000.	47.23
	CITY OF MARYSVILLE	WATER @ 6TH/STATE AVE (IRR)	00105380.547000.	85.68
	CITY OF MARYSVILLE	WTR/SWR @ 514 DELTA (RESTROOM)	00105380.547000.	95.77
	CITY OF MARYSVILLE	WATER @ 1ST/STATE AVE (IRR)	00105380.547000.	717.19
	CITY OF MARYSVILLE	GARBAGE @ 80 COLUMBIA	10110130.547000.	483.98
	CITY OF MARYSVILLE	WATER @ 80 COLUMBIA	40142480.547000.	1,161.78
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40142480.547000.	1,708.43
	CITY OF MARYSVILLE	WTR/SWR @ 61 STATE AVE	40143780.547000.	152.08
	CITY OF MARYSVILLE	WTR/SWR @ 80 COLUMBIA	40143780.547000.	152.08

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59351	CITY OF MARYSVILLE	WTR/SWR/GRB @ 80 COLUMBIA	40143780.547000.	1,008.29
	CITY OF MARYSVILLE	WTR/SWR @ 316 CEDAR AVE	42047267.547000.	90.57
	CITY OF MARYSVILLE	GARBAGE @ 80 COLUMBIA	50100065.547000.	632.24
59352	TONYA MIRANDA	REIMBURSE WELLNESS ITEMS	00100310.549011.	42.82
59353	MOTOR TRUCKS INC	AUTO SLACK ADJUSTERS	50100065.534000.	285.12
59354	DEPARTMENT OF NATURAL RESOURCES	FOREST LAND ASSESSMENT FEES	40140080.549000.	66.52
59355	NELSON PETROLEUM	GASOLINE AND DIESEL CONSUMED	42047165.532000.	591.83
59356	NORTH COAST ELECTRIC COMPANY	ELECTRICAL CONNECTORS	10111864.531000.	115.07
59357	NORTH SOUND HOSE & FITTINGS	PLUMBING PARTS	40140080.548000.	8.17
59358	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40142480.531320.	1,886.38
	NORTHSTAR CHEMICAL INC.		40142480.531320.	3,931.54
59359	NORTHUP GROUP	PRE EMPLOYMENT EVAL-GERFIN	00103010.541000.	340.00
59360	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE VEH # P	50100065.548000.	7,764.66
59361	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	11.81
	OFFICE DEPOT		00102020.531000.	11.81
	OFFICE DEPOT		00103121.531000.	34.20
	OFFICE DEPOT		00103121.531000.	37.56
	OFFICE DEPOT		00103222.531000.	9.52
	OFFICE DEPOT		00103222.531000.	194.36
	OFFICE DEPOT		40143410.531000.	11.81
	OFFICE DEPOT		40143410.531000.	22.68
	OFFICE DEPOT		40143410.531000.	45.94
	OFFICE DEPOT		40145040.549000.	14.10
	OFFICE DEPOT		41046060.531000.	12.86
	OFFICE DEPOT		50100065.531000.	1.96
	OFFICE DEPOT		50200050.531000.	1.96
59362	OFIS COMMUNICATIONS	VIDEO ARRAIGNMENT HARDWARE &	001.231700.	-1,006.16
	OFIS COMMUNICATIONS		00100050.535000.G0903	12,705.65
59363	OKANOGAN COUNTY JAIL	INMATE HOUSING 9/09	00103960.551000.	25,024.73
59364	OLYMPIC FORD OF MARYSVILLE	REPAIR OIL LEAK AT OIL PAN	50100065.548000.	596.08
59365	PACIFIC NW BUSINESS PRODUCTS INC	TONER	00103010.531000.	61.85
59366	PACIFIC POWER BATTERIES	(4) BATTERIES	40142080.531000.	36.31
59367	PACIFIC POWER PRODUCTS	FLYWHEEL,CONNECTING ROD	00105380.548000.	384.62
	PACIFIC POWER PRODUCTS	V-BELT	42047165.548000.	6.46
	PACIFIC POWER PRODUCTS	HYDRAULIC HOSE	42047165.548000.	84.82
	PACIFIC POWER PRODUCTS	CAM ADJUSTMENT	42047165.548000.	112.12
	PACIFIC POWER PRODUCTS	GEARING PILLOW	42047165.548000.	133.50
	PACIFIC POWER PRODUCTS	BEDKNIFES	42047165.548000.	162.57
	PACIFIC POWER PRODUCTS	FLYWHEEL,CONNECTING ROD	42047165.548000.	384.62
	PACIFIC POWER PRODUCTS	HYD CYLINDER ROD	42047165.548000.	433.67
	PACIFIC POWER PRODUCTS	HYPRO PUMP W/CLUTCH	42047165.548000.	664.52
59368	THE PARTS STORE	RETURN WELDING WIRE	42047165.548000.	-117.66
	THE PARTS STORE	COUPLER	42047165.548000.	24.47
	THE PARTS STORE	FILTERS	42047165.548000.	58.79
	THE PARTS STORE	WELDING WIRE	42047165.548000.	117.66
	THE PARTS STORE	WELDING WIRE,ANTIFREEZE	42047165.548000.	206.36
	THE PARTS STORE	LIGHT	501.141100.	2.09
	THE PARTS STORE	TRANS FILTER,LIGHTS,OIL&AIR FI	501.141100.	162.82
	THE PARTS STORE	PLASTIC TIES,TRANS FILTER,KIT,	501.141100.	323.93
59369	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	30.21
	PETROCARD SYSTEMS INC		00102020.532000.	422.16
	PETROCARD SYSTEMS INC		00103222.532000.	5,212.93

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2009 TO 11/18/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59369	PETROCARD SYSTEMS INC	FUEL CONSUMED	00105380.532000.	1,032.17
	PETROCARD SYSTEMS INC		10111230.532000.	1,377.17
	PETROCARD SYSTEMS INC		40143880.532000.	4,181.32
	PETROCARD SYSTEMS INC		41046060.532000.	2,859.61
	PETROCARD SYSTEMS INC		42047165.532000.	81.14
	PETROCARD SYSTEMS INC		50100065.532000.	41.85
	PETROCARD SYSTEMS INC		50200050.532000.	137.93
59370	PETTY CASH- FINANCE	WELLNESS ITEMS,POSTAGE,CERT	00100110.549000.	0.39
	PETTY CASH- FINANCE		00100310.549010.	100.00
	PETTY CASH- FINANCE		00100310.549011.	6.39
	PETTY CASH- FINANCE		00105515.531000.	13.75
59371	PICK OF THE LITTER DESIGN, INC.	09 MERRYSVILLE HOLIDAY FLYERS	00105090.531280.	735.60
59372	PING	GOLF BAG	420.141100.	85.30
	PING	PUTTERS,GOLF BAGS	420.141100.	525.05
	PING	METAL WOODS,PUTTERS	420.141100.	1,133.48
59373	PLATT- EVERETT	MATERIAL TO REBUILD 400 AMP 3	40142480.548000.	44.03
	PLATT- EVERETT		40142480.548000.	520.55
	PLATT- EVERETT		40142480.548000.	639.62
	PLATT- EVERETT		40142480.548000.	1,430.32
59374	PORTER, BEVERLY	UB 750370510004 5122 69TH AVE	401.122110.	165.63
59375	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #249-067-781-8	10111864.547000.	106.19
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-066-9	40140180.547000.	37.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #300-001-899-8	40142280.547000.	42.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #381-001-187-8	40142480.547000.	99.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #400-001-036-5	40142480.547000.	814.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #529-001-155-9	40143780.547000.	1,387.20
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #416-001-067-6	40143780.547000.	2,350.77
59376	PUGET SOUND SECURITY	SPARE KEY	00103222.548000.	6.40
59377	RCA PROPERTIES	UB 987528330000 7528 33RD ST N	401.122130.	103.89
59378	KIM RICKER	REIMBURSE WELLNESS ITEMS	00100310.549011.	45.83
59379	JUDITH SANDSTROM	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59380	SAYLER, BRIAN	UB 420760091005 4016 168TH PL	401.122110.	160.71
59381	RANDY SCHOOLCRAFT	REFUND CLASS FEES	00110347.376009.	30.00
59382	SCIENTIFIC SUPPLY & EQUIPMENT INC	THIOSULFATE AND TUBING	40142480.531330.	101.40
	SCIENTIFIC SUPPLY & EQUIPMENT INC		40142480.531330.	348.37
59383	SEATTLE TIMES, THE	SURFACE WTR SPECIALIST POSTING	40145040.549000.	66.00
	SEATTLE TIMES, THE		40145040.549000.	66.00
	SEATTLE TIMES, THE		40145040.549000.	150.00
	SEATTLE TIMES, THE		40145040.549000.	330.00
	SEATTLE TIMES, THE		40145040.549000.	330.00
59384	SELECTIVE TREE REMOVAL	REMOVE NUMEROUS TREES-BOYS&G	31000076.541000.P0908	2,063.40
59385	SISKUN POWER EQUIPMENT	HONDA HIGH PRESSURE PUMP AND P	40140080.535000.	341.83
	SISKUN POWER EQUIPMENT		40140180.535000.	341.83
59386	SNOHOMISH COUNTY CORRECTIONS	BOOKINGS 10/09	00103960.551000.	56,596.01
59387	SNOHOMISH HEALTH DISTRICT	HEP B SHOTS	00100310.531200.	979.00
59388	SONITROL	SECURITY MONITORING	00100010.541000.	191.00
	SONITROL		00103530.541000.	293.00
	SONITROL		00105250.541000.	126.00
	SONITROL		00105380.541000.	116.00
	SONITROL		40142480.541000.	330.00
	SONITROL		40143410.541000.	372.00
59389	SOUND PUBLISHING INC	SURFACE WTR SPECIALIST POSTING	40145040.549000.	108.26



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/12/2009 TO 11/18/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59390	SOUND SAFETY PRODUCTS CO INC	GLOVES	501.141100.	266.94
	SOUND SAFETY PRODUCTS CO INC	RAINGEAR	501.141100.	405.30
59391	SPECIALTY CIGARS INT'L INC	CIGARS	420.141100.	60.15
59392	SPRINGBROOK NURSERY	GRAVEL	00105380.531000.	10.77
	SPRINGBROOK NURSERY		00105380.531000.	37.70
	SPRINGBROOK NURSERY		00105380.531000.	37.70
59393	STATE AVENUE PLAZA, LLC	MONTHLY LEASE @ 1015 STATE AVE	00101250.545000.	28,000.00
59394	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	550.00
59395	STRATEGIES 360 INC	PROFESSIONAL SERVICES 11/09	10111230.541000.	3,750.00
	STRATEGIES 360 INC		40143410.541000.	3,750.00
59396	SUBURBAN PROPANE	PROPANE	42047165.532000.	869.72
59397	CINDY SULLIVAN	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59398	TAYLORMADE	PUTTERS	420.141100.	175.76
	TAYLORMADE	BURNER DRIVER,FW METAL	420.141100.	234.88
	TAYLORMADE	NOODLE GOLF BALLS	420.141100.	309.46
	TAYLORMADE	BURNER GOLF BALLS	420.141100.	381.67
	TAYLORMADE	BURNER STEEL	420.141100.	411.19
59399	THERMO KING NW INC	GASKET	42047165.548000.	65.16
59400	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINTENANCE-PSB	00100010.548000.	172.99
	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINTENANCE-CH	00103530.548000.	172.99
59401	TITLEIST	GOLF HATS	420.141100.	152.40
	TITLEIST	GOLF BAGS	420.141100.	239.68
59402	DALE TOLLEFSON	REFUND CLASS FEES	00110347.376009.	30.00
59403	TORO NSN	IRRIGATION SOFTWARE LEASE	42047165.531920.	134.00
59404	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	69.18
	UNITED PARCEL SERVICE		40140980.531000.	32.47
	UNITED PARCEL SERVICE		40142080.548000.	149.02
59405	UNITED PIPE & SUPPLY INC	REPAIR CLAMP	40140480.531000.	851.50
	UNITED PIPE & SUPPLY INC	BOLT & NUT SETS	40140980.531000.	29.10
	UNITED PIPE & SUPPLY INC	PVC PIPE	40140980.531000.	162.90
	UNITED PIPE & SUPPLY INC	PARTS FOR WATER SRVC INSTALL-G	40140980.531000.	2,406.02
59406	USA BLUEBOOK	HYDRANT OIL & FOOD GRADE ANTI-TUBING	40140680.531000.	525.50
	USA BLUEBOOK		40141580.535000.	5.38
	USA BLUEBOOK	GOGGLES,GLOVES,COVERALLS,TUBIN	40141580.535000.	240.91
59407	VERIZON NORTHWEST	ACCT #107355912203	00100020.542000.	31.28
	VERIZON NORTHWEST		00100050.542000.	62.56
	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	193.31
	VERIZON NORTHWEST	ACCT #107355912203	00100110.542000.	93.83
	VERIZON NORTHWEST	ACCT #404449227007	00100310.531000.	21.09
	VERIZON NORTHWEST	ACCT #107355912203	00100310.542000.	31.28
	VERIZON NORTHWEST		00102020.542000.	62.56
	VERIZON NORTHWEST		00103010.542000.	218.94
	VERIZON NORTHWEST		00103222.542000.	31.28
	VERIZON NORTHWEST		00103530.542000.	125.11
	VERIZON NORTHWEST		00103960.542000.	93.83
	VERIZON NORTHWEST		00104000.542000.	62.56
	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	98.04
	VERIZON NORTHWEST	ACCT #107355912203	00104190.542000.	93.83
	VERIZON NORTHWEST		00105250.542000.	93.83
	VERIZON NORTHWEST		00105380.542000.	250.22
	VERIZON NORTHWEST		00112572.542000.	62.56
	VERIZON NORTHWEST		00143523.542000.	31.28

**CITY OF MARYSVILLE  
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FOR INVOICES FROM 11/12/2009 TO 11/18/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59407	VERIZON NORTHWEST	ACCT #107355912203	10111230.542000.	31.28
	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	63.93
	VERIZON NORTHWEST	ACCT #107355912203	40142480.542000.	187.65
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.71
	VERIZON NORTHWEST	ACCT #107355912203	40143410.542000.	361.45
	VERIZON NORTHWEST		42047061.542000.	281.50
	VERIZON NORTHWEST		42047061.549100.	31.28
59408	WSU	PESTICIDE RECERT-KEEFE	10111160.549000.	100.00
	WSU	PESTICIDE RECERT-STRAWN	10111160.549000.	100.00
	WSU	PESTICIDE RECERT-TYACKE	10111160.549000.	100.00
	WSU	PESTICIDE RECERT-WINELAND	10111160.549000.	100.00
	WSU	PESTICIDE RECERT-GEIST	40143410.549030.	100.00
	WSU	PESTICIDE RECERT-MILLER	40143410.549030.	100.00
59409	WATSON-MARLOW INC	PERISTALIC PUMP	401.231700.	-348.15
	WATSON-MARLOW INC		40142480.548000.	4,396.46
59410	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	130.58
	WAXIE SANITARY SUPPLY		00105380.531400.	674.04
59411	WESTERN FACILITIES SUPPLY INC		42047165.531700.	83.77
59412	WESTERN GRAPHICS INC	GRAPHICS FOR VEH # P112	50100065.534000.	446.97
59413	JEANETTE WHITE	REFUND CLASS FEES	00110347.376009.	30.00
59414	WILCO-WINFIELD, LLC	FUNGICIDE,FERTILIZER	42047165.531900.	390.96
	WILCO-WINFIELD, LLC	WETTING AGENT	42047165.531930.	156.38
	WILCO-WINFIELD, LLC	FUNGICIDE,FERTILIZER	42047165.531930.	928.53
59415	WOMACK, KEVIN	UB 650161100000 10611 66TH AVE	401.122110.	113.78

**WARRANT TOTAL: 502,929.71**

**VOID**

**CHECK #49060 CHECK LOST (2.85)**

**502,926.86**


**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **November 25, 2009** claims in the amount of **\$425,715.04** paid by **Check No.'s 59416 through 59585** with Check No. 59089 voided.

**COUNCIL ACTION:**



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$425,715.04 PAID BY CHECK NO.'S 59416 THROUGH 59585 WITH CHECK NUMBER 59089 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER

*12/11/09*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **25<sup>th</sup> DAY OF NOVEMBER 2009.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/19/2009 TO 11/25/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59416	AA CURBING & STRIPING, INC	REPAIR DAMAGED CURBING	10110361.549200.	217.20
59417	ACLARA RF SYSTEMS INC	MTU'S FOR DOUBLE PORT METERS	402.231700.	-536.00
	ACLARA RF SYSTEMS INC		40220594.563000.W0607	6,768.50
59418	AERATION INDUSTRIES INTERNATIONAL	AERATOR AND TRI-FLOAT ASSEMBLY	40142480.548000.	5,212.80
59419	AFFORDABLE ABATEMENT INC	ASBESTOS REPORT & LAB FEES	31000076.541000.P0908	292.13
59420	ALBERTSONS FOOD CENTER #471	MEAL REIMBURSEMENT	40145040.549000.	242.81
59421	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	870.00
59422	ANDES LAND SURVEYING	SURVEYING @ 25TH AVE NE	00100020.541000.	1,900.00
59423	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	33.00
59424	ARLINGTON MACHINE & WELDING	DRAIN COVERS	40145040.548000.	433.31
59425	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	105.00
59426	KENT BAKER		00105120.541020.	176.00
59427	BANK OF AMERICA	MEAL REIMBURSEMENT	00100110.549000.	11.17
59428	BANK OF AMERICA		00103010.549000.	177.24
59429	BANK OF AMERICA	UNIFORM REIMBURSEMENT	00103960.526000.	76.02
59430	OWEN EQUIPMENT COMPANY	DROP ROD,SWIVEL JOINT,KIT	50100065.534000.	594.17
59431	TINA BLUM	REFUND CLASS FEES	00110347.376009.	17.00
59432	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-SMITH, B	00103222.526000.	104.20
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-GERFIN, B	00103960.526000.	787.69
59433	BRACERO, HECTOR & KAY	UB 651060300000 10603 63RD DR	401.122110.	89.01
59434	BRITTON, MICHAEL	UB 910810000000 1928 3RD ST	401.122110.	149.33
59435	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	30500030.563000.R0701	45.50
	BUILDERS EXCHANGE		40220594.563000.W0602	45.50
	BUILDERS EXCHANGE		40230594.563000.S R&R	1.75
59436	CAMP FIRE USA	INSTRUCTOR SERVICES	00105120.541020.	140.00
	CAMP FIRE USA		00105120.541020.	140.00
59437	CARQUEST	FRONT WHEEL BRG HUB ASSEMBLY	50100065.534000.	202.58
59438	CARR'S ACE HARDWARE	KEYS MADE	40142480.531000.	22.81
	CARR'S ACE HARDWARE	ADAPTER	50100065.534000.	1.72
59439	CASCADE NATURAL GAS	NATURAL GAS SERVICE - STILLY	40141580.547000.	1,232.47
59440	CDW GOVERNMENT INC	ADOBE 9 & MS PROJECT LICENSES	10111230.531000.	90.70
	CDW GOVERNMENT INC		10111230.531000.	204.44
	CDW GOVERNMENT INC		40143410.531000.	68.15
	CDW GOVERNMENT INC		40143410.531000.	272.08
	CDW GOVERNMENT INC	DVD DRIVE	50300090.531000.	42.46
59441	CHAMPION BOLT & SUPPLY	PLOW BOLTS,STOVER NUTS & FLAT	50100065.534000.	102.53
59442	LORI CHRISTENSEN SAMFORD	REFUND CLASS FEES	00110347.376007.	61.00
59443	CIC VALUATION GROUP, INC	PROPERTY APPRAISAL	40143410.541000.	700.00
59444	CODE PUBLISHING INC	MUNICIPAL CODE UPDATE	00101130.541000.	398.58
59445	PETER COLLERAN	REIMBURSE SNACK PURCHASES	42047165.531950.	96.53
	PETER COLLERAN		42047267.549000.	38.87
59446	COLUCCIO, JOE	UB 848320710000 8320 71ST ST N	401.122110.	191.04
59447	COMCAST	PRO SHOP CABLE	42047267.549000.	64.81
	COMCAST	MONTHLY BROADBAND CHARGE	50300090.531000.	169.95
59448	CONSOLIDATED ELECTRIAL DIST INC	4' TUBE LIGHTS	42047061.549100.	99.09
59449	CO-OP SUPPLY	GARBAGE BAGS	00103222.531000.	16.28
	CO-OP SUPPLY	FUNNEL	40142280.531000.	18.77
59450	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	180.00
59451	CROP PRODUCTION SERVICES, INC	FERTILIZER	00105380.531000.	510.42
59452	ELENA CRUZ-GOMEZ	REFUND CLASS FEES	00110347.376009.	10.00
59453	CUZ CONCRETE PRODUCTS	6 CONCRETE CATCH BASINS	40145040.549200.M0921	322.02
59454	DAILY JOURNAL OF COMMERCE	CALL FOR BIDS ADVERTISEMENT	30500030.563000.R0701	144.00

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 11/19/2009 TO 11/25/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59454	DAILY JOURNAL OF COMMERCE	CALL FOR BIDS ADVERTISEMENT	40220594.563000.W0602	811.80
59455	KIMBERLEE DANIELSON	INSTRUCTOR SERVICES	00105120.541020.	561.00
59456	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00101023.531000.	7.31
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	7.32
	DATABASE SECURE RECORDS DESTRUCTIO		00143523.531000.	7.31
59457	SHEILA DAVIS	INSTRUCTOR SERVICES	00105120.541020.	120.00
	SHEILA DAVIS		00105120.541020.	144.00
59458	SAM DAY	CDL PERMIT RENEWAL FEES	00105380.549000.	10.00
59459	ELDON DENNIS	LEOFF 1 REIMBURSEMENT	00103010.541100.	399.20
59460	ARLINE DEPALMA	INSTRUCTOR SERVICES	00105250.541020.	188.00
59461	DIAMOND B CONSTRUCTORS INC	HVAC MAINTENANCE	00100010.548000.	1,686.76
	DIAMOND B CONSTRUCTORS INC		00101250.548000.	157.47
	DIAMOND B CONSTRUCTORS INC		00101250.548000.	569.45
	DIAMOND B CONSTRUCTORS INC		00101250.548000.	722.98
	DIAMOND B CONSTRUCTORS INC		00103530.548000.	173.76
	DIAMOND B CONSTRUCTORS INC		00103530.548000.	867.46
	DIAMOND B CONSTRUCTORS INC		00103530.548000.	2,600.03
	DIAMOND B CONSTRUCTORS INC		00105250.548000.	357.74
	DIAMOND B CONSTRUCTORS INC		00105250.548000.	1,168.58
	DIAMOND B CONSTRUCTORS INC		00105380.548000.	317.02
	DIAMOND B CONSTRUCTORS INC		00112572.548000.	486.10
	DIAMOND B CONSTRUCTORS INC		00112572.548000.	766.05
	DIAMOND B CONSTRUCTORS INC		00112572.548000.	822.28
	DIAMOND B CONSTRUCTORS INC		00112572.548000.	1,016.94
	DIAMOND B CONSTRUCTORS INC		40140080.548000.	142.54
	DIAMOND B CONSTRUCTORS INC		40141580.548000.	641.10
	DIAMOND B CONSTRUCTORS INC		40142480.548000.	1,050.29
	DIAMOND B CONSTRUCTORS INC		40143410.548000.	1,176.47
	DIAMOND B CONSTRUCTORS INC		40143780.548000.	180.91
	DIAMOND B CONSTRUCTORS INC		42047165.548000.	734.56
59462	DICKS TOWING INC	TOWING EXPENSE	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE-VEH #525	50100065.548000.	43.44
59463	BRENDA DONALDSON	CHAIR FOR STREETS MANAGER	10111230.531000.	66.24
	BRENDA DONALDSON		40145040.531000.	66.24
59464	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	12.24
	E&E LUMBER INC		00102020.531000.	13.54
	E&E LUMBER INC		00102020.531000.	13.98
	E&E LUMBER INC	MOTOR OIL	00105380.531000.	6.49
	E&E LUMBER INC	GFI TESTERS	00105380.531000.	18.44
	E&E LUMBER INC	CABLE TIES	00105380.531000.	25.66
	E&E LUMBER INC		00105380.531000.	25.87
	E&E LUMBER INC	LEAF RAKERS	00105380.531000.	32.55
	E&E LUMBER INC	POLE	00105380.531000.	43.39
	E&E LUMBER INC	CAULK & PLASTIC CEMENT	10111864.531000.	38.50
	E&E LUMBER INC	SAW BLADES	40142480.531300.	74.01
	E&E LUMBER INC	WALL PLATE & SPRAY RUSTO PLAST	42047061.549100.	8.31
	E&E LUMBER INC	ROCKITE POURABLE ANCHOR	42047061.549100.	12.37
	E&E LUMBER INC	LUMBER & NAIL STOPPER	42047061.549100.	16.72
	E&E LUMBER INC	NAILS,PAINT & LUMBER	42047061.549100.	24.84
	E&E LUMBER INC	PAINT COVER,GLUE,TAPE, FIXALL	42047061.549100.	29.75
	E&E LUMBER INC	FRAMING MATERIAL	42047061.549100.	185.46
59465	WA DEPARTMENT OF ECOLOGY	STORMWATER CONSTRUCTION PERM	30500030.563000.R0502	314.69

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59466	ECONOMY FENCE CENTER	REPAIR FENCE @ EDWARD SPRINGS	40140080.548000.	2,823.60
59467	WA ENVIRONMENTAL TRAINING CENTER	TRAINING-HERZOG	00102020.549000.	325.00
59468	EVERETT CARBONIC	CARBON DIOXIDE	401.141400.	50.23
	EVERETT CARBONIC		401.141400.	75.34
59469	THE DAILY HERALD COMPANY	SUBSCRIPTION	00100720.549000.	156.00
59470	EVERETT HYDRAULICS INC	RESEAL HYDRAULIC GEAR PUMP	50100065.548000.	177.78
	EVERETT HYDRAULICS INC	RESEAL STEERING UNIT	50100065.548000.	367.92
59471	EVERETT TIRE & AUTOMOTIVE	(2) TIRES	50100065.534000.	106.90
59472	EYLANDER ELECTRIC	FAN MOTORS AND LABOR	42047061.549100.	219.49
59473	FEDEX	SHIPPING EXPENSE	00100020.549000.	107.30
59474	FERRELLGAS	PROPANE	10110130.531000.	29.35
	FERRELLGAS		10110564.531000.	29.35
	FERRELLGAS		40140980.531000.	29.34
	FERRELLGAS		41046060.531000.	29.35
59475	SANDI FIFIELD	REFUND CLASS FEES	00110347.376007.	61.00
59476	FIRE PROTECTION,INC	SPRINKLER WATER GAUGE	40141580.548000.	70.10
	FIRE PROTECTION,INC	FIRE ALARM/SECURITY MONITORING	40141580.548000.	132.38
59477	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,651.58
59478	KAREN FOSTER	REFUND CLASS FEES	001.239100.	100.00
	KAREN FOSTER		00110347.376014.	15.00
59479	GANO, DIANE & ROD	UB 846120000000 6120 81ST PL N	401.122110.	14.85
59480	GENERAL CHEMICAL CORP	ALUM SULFATE 12.147 DRY TON	40142480.531320.	3,321.23
59481	GENERAL CHEMICAL CORP	ALUM SULFATE 12.018 DRY TON	40142480.531320.	3,285.96
59482	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE CRACKED WINDSHIELD	50100065.534000.	207.39
	GENUINE AUTO GLASS OF EVERETT, LLC		50100065.548000.	207.39
	GENUINE AUTO GLASS OF EVERETT, LLC		50100065.548000.	255.21
59483	PROFESSIONAL HEALTH CARE LLC	EMPLOYEE FLU VACCINATIONS	00100310.531200.	1,826.00
59484	CHRIS L. GRIFFEN	PUBLIC DEFENDER	00105515.541040.	4,011.00
59485	HARBOR FREIGHT TOOLS	TOOLS FOR AMR WORK	40140980.535000.	194.21
59486	HARBOR FREIGHT TOOLS	REPLACEMENT TOOLS FOR VAN & DO	40140480.535000.	134.21
59487	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC	40141580.548000.	18.07
	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC AND O-RING KITS	40141580.548000.	88.67
	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC BALL VALVES	40141580.548000.	158.58
59488	HARRIS & ASSOCIATES	PAY ESTIMATE #18	30500030.563000.R0301	4,892.92
	HARRIS & ASSOCIATES		40220594.563000.W0007	14,678.77
	HARRIS & ASSOCIATES		40230594.563000.S0701	14,678.77
	HARRIS & ASSOCIATES		40250594.563000.D0501	14,678.77
59489	HD FOWLER COMPANY	BUSHINGS, COUPLINGS AND 90 ELL	40140580.531000.	43.61
	HD FOWLER COMPANY	METER YOKE	40140980.531000.	588.01
	HD FOWLER COMPANY	MISC SMALL PARTS	40142480.548000.	13.59
	HD FOWLER COMPANY	12" PVC SEWER PIPE	40145040.549200.M0921	111.29
	HD FOWLER COMPANY	AMR SUPPLIES	40220594.563000.W0607	697.46
	HD FOWLER COMPANY		40220594.563000.W0607	2,870.28
	HD FOWLER COMPANY		40220594.563000.W0607	6,183.00
59490	HD SUPPLY WATERWORKS, LTD	RELOCATE/REPLACE HYDRANT #1732	30500030.563000.R0301	2,369.95
59491	HDR ENGINEERING, INC.	PAY ESTIMATE #42	40143410.541000.W0704	1,644.63
59492	HEMING, AMY	UB 680790000000 4709 100TH ST	401.122110.	904.42
59493	HERTZ EQUIPMENT RENTAL	EXCAVATOR RENTAL	40220594.563000.W0604	3,779.30
59494	AMANDA HERTZ	INSTRUCTOR SERVICES	00105250.541020.	13.20
59495	HOME DEPOT CREDIT SVCS	WIRE CONNECTORS	00105380.531000.	40.55
59496	BETHANY HOPP	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59497	SIDNEY HURT	RETURN OF SEIZED PROPERTY	643.237000.	524.00

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59498	IRON MOUNTAIN QUARRY LLC	1 1/4" MINUS ROCK	10110240.531000.	576.28
	IRON MOUNTAIN QUARRY LLC		10110240.531000.	607.81
	IRON MOUNTAIN QUARRY LLC	1 1/4 MINUS	40145040.549200.M0921	121.20
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	380.97
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	496.78
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	582.53
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	822.32
	IRON MOUNTAIN QUARRY LLC		40145040.549200.M0921	893.65
59499	KAMAN INDUSTRIAL TECHNOLOGIES	BALL BEARING ASSEMBLY	50100065.534000.	104.59
59500	KELLY, PAUL	UB 040671000002 8929 62ND DR N	401.122110.	36.04
59501	KIDZ LOVE SOCCER INC	INSTRUCTOR SERVICES	00105120.541020.	392.00
	KIDZ LOVE SOCCER INC		00105120.541020.	454.22
	KIDZ LOVE SOCCER INC		00105120.541020.	560.00
	KIDZ LOVE SOCCER INC		00105120.541020.	784.00
	KIDZ LOVE SOCCER INC		00105120.541020.	840.00
	KIDZ LOVE SOCCER INC		00105120.541020.	945.78
59502	CARLTON DOUP		00105120.541020.	474.00
59503	DEPARTMENT OF LABOR & INDUSTRIES	ELEVATOR OPERATING PERMIT-PSB	00100010.531000.	109.40
59504	LES SCHWAB TIRE CENTER	(4) TIRES	50100065.534000.	1,505.68
	LES SCHWAB TIRE CENTER	(2) TIRES	50100065.534000.	2,087.22
59505	DEPT OF LICENSING	ELLINGSEN, CRAIG H (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LEWIS, JERRY M (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	WAGNER, LINDA R (RENEWAL)	001.237020.	18.00
59506	LOWES HIW INC	(67) CORDS FOR HOLIDAY LIGHTS	00105380.531000.	362.35
	LOWES HIW INC	PVC FITTINGS	40140180.548000.	1.88
	LOWES HIW INC	MISC PARTS TURBIDITY METER MAI	40140180.548000.	16.19
	LOWES HIW INC	LIGHT BARS AND BULBS	42047061.549100.	65.01
	LOWES HIW INC	DRAWER PULL HANDLE	50100065.534000.	13.69
59507	M LEE SMITH PUBLISHERS	WASHINGTON EMPLOYMENT LAW LE'	00100310.549000.	227.00
59508	MARTINSEN, STEVEN	UB 164120000000 4521 130TH PL	401.122110.	14.65
59509	MARYSVILLE AWARDS	(3) ENGRAVED ACRYLIC AWARDS	00105250.531050.	117.61
59510	MARYSVILLE PRINTING	BUSINESS CARDS AND FORMS	00103222.531000.	254.42
	MARYSVILLE PRINTING	PURCHASE ORDER BOOKS	40143410.549000.	413.38
59511	MARYSVILLE STRAWBERRY FESTIVAL	2009 HOTEL/MOTEL GRANT	10500030.549000.	15,000.00
59512	CITY OF MARYSVILLE	WTR/SEWER/GBG @ 6802 84TH ST N	42047267.547000.	386.00
59513	MCLOUGHLIN & EARDLEY CORP	LAPTOP MOUNT	401.231700.	-18.84
	MCLOUGHLIN & EARDLEY CORP	LAPTOP MOUNT, COMPUTER STAND U	401.231700.	-6.50
	MCLOUGHLIN & EARDLEY CORP		40142080.531000.	82.10
	MCLOUGHLIN & EARDLEY CORP	LAPTOP MOUNT	40142080.531000.	237.95
	MCLOUGHLIN & EARDLEY CORP	HEADLIGHT FLASHER	501.231700.	-20.82
	MCLOUGHLIN & EARDLEY CORP		50100065.534000.	262.94
59514	LIS MORALES	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59515	HERMAN MOUNT	LEOFF 1 REIMBURSEMENT	00103010.541100.	49.00
59516	JANET MYER	INSTRUCTOR SERVICES	00105250.541020.	128.00
59517	NORTH CENTRAL LABORATORIES	BUFFER SOLUTION	401.231700.	-3.36
	NORTH CENTRAL LABORATORIES		40142480.531330.	42.48
59518	NORTHEND TRUCK EQUIPMENT INC	RUBBER SNOW PLOW CUTTING EDGE	501.141100.	336.66
	NORTHEND TRUCK EQUIPMENT INC	(2) RUBBER SNOW PLOW CUTTING E	501.141100.	673.32
	NORTHEND TRUCK EQUIPMENT INC	REPLACE CARRIER BEARING ON DRI	50100065.548000.	137.11
59519	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	102.18
59520	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	2.81
	OFFICE DEPOT		00100020.531000.	9.21

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59520	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	41.84
	OFFICE DEPOT		00100020.531000.	209.01
	OFFICE DEPOT		00100060.531000.	5.18
	OFFICE DEPOT		00100060.531000.	5.99
	OFFICE DEPOT		00100110.531000.	5.99
	OFFICE DEPOT		00100110.531000.	16.12
	OFFICE DEPOT		00100110.531000.	25.17
	OFFICE DEPOT		00100110.531000.	109.30
	OFFICE DEPOT		00100310.531000.	14.50
	OFFICE DEPOT		00100490.531000.	40.02
	OFFICE DEPOT		00101130.531000.	2.60
	OFFICE DEPOT		00101130.531000.	5.99
	OFFICE DEPOT		00101130.531000.	8.06
	OFFICE DEPOT		00102020.531000.	2.82
	OFFICE DEPOT		00102020.531000.	8.06
	OFFICE DEPOT		00102020.531000.	12.00
	OFFICE DEPOT		00102020.531000.	41.83
	OFFICE DEPOT		00102020.531000.	49.19
	OFFICE DEPOT		00102020.531000.	138.47
	OFFICE DEPOT		00105515.531000.	4.03
	OFFICE DEPOT		00105515.531000.	12.59
	OFFICE DEPOT		00105515.531000.	152.25
	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	00143523.531000.	-8.30
	OFFICE DEPOT	OFFICE SUPPLIES	00143523.531000.	5.99
	OFFICE DEPOT		00143523.531000.	8.06
	OFFICE DEPOT		00143523.531000.	9.97
	OFFICE DEPOT		10111230.531000.	34.94
	OFFICE DEPOT		40140780.531000.	26.68
	OFFICE DEPOT		40140880.531000.	66.38
	OFFICE DEPOT		40142480.531000.	35.89
	OFFICE DEPOT		40142480.531000.	94.11
	OFFICE DEPOT		40143410.531000.	2.81
	OFFICE DEPOT		40143410.531000.	9.20
	OFFICE DEPOT		40143410.531000.	24.16
	OFFICE DEPOT		40143410.531000.	35.97
	OFFICE DEPOT		40143410.531000.	41.83
	OFFICE DEPOT		40143410.531000.	76.89
	OFFICE DEPOT		40143410.531000.	84.10
	OFFICE DEPOT		41046060.531000.	15.46
	OFFICE DEPOT		42047267.531000.	12.00
	OFFICE DEPOT		50100065.531000.	0.47
	OFFICE DEPOT		50100065.531000.	1.02
	OFFICE DEPOT		50100065.531000.	6.97
	OFFICE DEPOT		50200050.531000.	0.47
	OFFICE DEPOT		50200050.531000.	1.02
	OFFICE DEPOT		50200050.531000.	6.97
	OFFICE DEPOT		50200050.531000.	10.10
59521	OKANOGAN COUNTY JAIL	INMATE HOUSING 10/09	00103960.551000.	21,168.57
59522	MATT OPPLIGER	REFUND CLASS FEES	00110347.376009.	35.00
59523	OTAK	PAY ESTIMATE #11A-N MARYSVILLE	40250594.563000.D0401	9,112.03
59524	JASON OTTO	REFUND CLASS FEES	00110347.376007.	61.00
59525	PACIFIC MASONRY INC	INSTALL BLOCK WALL-BOYS & GIRL	31000076.548000.P0908	3,338.36



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59526	PACIFIC PLUMBING SUPPLY CO LLC	RETURN HOT WATER TANK	00100010.531000.	-339.43
	PACIFIC PLUMBING SUPPLY CO LLC	SALES TAX ON INVOICE #05208840	00100010.531000.	26.88
	PACIFIC PLUMBING SUPPLY CO LLC	HOT WATER TANK	00100010.531000.	312.55
	PACIFIC PLUMBING SUPPLY CO LLC		00100010.531000.	339.43
59527	PACIFIC POWER PRODUCTS	PARTS TO REPAIR MOWER	00105380.548000.	867.95
59528	PACIFIC TOPSOILS INC	ASPHALT DUMP	40145040.549200.M0921	58.00
	PACIFIC TOPSOILS INC		40145040.549200.M0921	116.00
	PACIFIC TOPSOILS INC	APSHALT DUMP	40145040.549200.M0921	139.20
	PACIFIC TOPSOILS INC	ASPHALT DUMP	40145040.549200.M0921	139.20
	PACIFIC TOPSOILS INC		40145040.549200.M0921	139.20
	PACIFIC TOPSOILS INC		40145040.549200.M0921	344.40
59529	JUSTIN PALITZ	REIMBURSE CDL FEES	00105380.549000.	10.00
59530	PARKSON CORP.	UPPER CAPS FOR AIRLIFT	401.231700.	-20.40
	PARKSON CORP.		40142480.548000.	257.64
59531	THE PARTS STORE	BACKUP ALARM,OIL,COOLANT,SWITC	501.141100.	252.58
	THE PARTS STORE	RADIATOR CAP	50100065.534000.	4.43
	THE PARTS STORE	SPARK PLUGS	50100065.534000.	6.74
	THE PARTS STORE	RADIATOR CAP	50100065.534000.	7.14
	THE PARTS STORE	TRANS FILTER KIT	50100065.534000.	14.50
	THE PARTS STORE	THREAD LOCKER,ANTI-SEIZE	50100065.534000.	50.26
	THE PARTS STORE	BRAKE PADS	50100065.534000.	75.93
	THE PARTS STORE	SERP BELT TENSIONER ASSEMBLY	50100065.534000.	93.24
	THE PARTS STORE	STARTER W/CORE CHRG	50100065.534000.	134.94
	THE PARTS STORE	FR & RR SHOCKS,REAR BRK PADS	50100065.534000.	222.08
59532	PAYDIRT, LLC	TRENCH BOX	40220594.563000.W0604	1,604.57
59533	Laurie Hugdahl	MINUTE TAKING SERVICE	00101130.541000.	77.50
	Laurie Hugdahl		00101130.541000.	80.60
	Laurie Hugdahl		00101130.541000.	89.90
59534	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	96.54
	PETROCARD SYSTEMS INC		00102020.532000.	353.63
	PETROCARD SYSTEMS INC		00103222.532000.	4,686.16
	PETROCARD SYSTEMS INC		00105380.532000.	816.96
	PETROCARD SYSTEMS INC		10111230.532000.	1,388.60
	PETROCARD SYSTEMS INC		40143880.532000.	3,353.57
	PETROCARD SYSTEMS INC		40145040.532000.	43.44
	PETROCARD SYSTEMS INC		41046060.532000.	2,765.54
	PETROCARD SYSTEMS INC		42047165.532000.	33.78
	PETROCARD SYSTEMS INC		50200050.532000.	123.78
59535	PETTY CASH FUND-POLICE	DISC,BANDS,ALTERING,LIGHTBULBS	00103222.526000.	11.93
	PETTY CASH FUND-POLICE		00103222.526000.	14.24
	PETTY CASH FUND-POLICE		00103222.526000.	29.97
	PETTY CASH FUND-POLICE		00103528.531000.	14.11
	PETTY CASH FUND-POLICE		00103528.549000.	24.00
59536	PHICORE HEALTH SERVICES, LLC	HEARING TESTING	00100310.531200.	654.75
59537	PING	PUTTER	420.141100.	117.29
59538	PLATT- EVERETT	LIGHT BULBS	40142480.548000.	24.37
	PLATT- EVERETT		40142480.548000.	67.35
	PLATT- EVERETT		40142480.548000.	101.24
59539	PROTHMAN COMPANY	STREET MAINT SUPERVISOR SEARCH	10111230.541000.	1,204.95
	PROTHMAN COMPANY		10111230.541000.	7,372.00
59540	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	3,012.57
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #475-001-792-5	00105380.547000.	87.05

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59540	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-739-1	00105380.547000.	145.73
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #348-001-954-0	00105380.547000.	258.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-598-9	00105380.547000.	597.20
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #308-001-505-4	00105380.547000.	725.60
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	3,194.78
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #528-001-292-2	10110564.547000.	62.18
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #246-001-703-7	10111864.547000.	68.86
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #968-001-439-7	10111864.547000.	100.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #314-002-822-0	10111864.547000.	140.45
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-738-3	10111864.547000.	159.93
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #498-001-707-5	10111864.547000.	191.85
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-113-7	40140180.547000.	119.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	586.19
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	1,655.12
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	1,703.05
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #251-001-382-0	40142280.547000.	1,353.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	7,346.81
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	10,734.94
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	15,289.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,249.45
59541	PUGET SOUND SECURITY	KEYS MADE	40142280.531000.	9.60
	PUGET SOUND SECURITY	DUPLICATE KEYS	50100065.534000.	9.44
59542	RADIOSHACK	XLR JACK	00105380.531000.	21.38
59543	RAILROAD MANAGEMENT COMPANY III, LL	WATER PIPELINE CROSSING	40143410.549000.	99.83
59544	ROY ROBINSON CHEVROLET	TRANS FILTER KIT	50100065.534000.	43.16
	ROY ROBINSON CHEVROLET	DRIVERS DOOR SEALS	50100065.534000.	123.26
59545	SASE COMPANY INC	PARTS FOR VEH #258	50100065.534000.	519.77
59546	LYNN SCHROEDER	COFFEE,WATER,ICE,CONTAINER,SOD	00100060.549000.	18.42
	LYNN SCHROEDER		00100110.549000.	71.80
59547	MICHAEL SIGMAN	LEOFF 1 REIMBURSEMENT	00103010.541100.	240.00
59548	SIGNMART LLC	REFUND BUILDING/ELEC FEES	001.237030.	9.00
	SIGNMART LLC		00107322.321000.	209.55
	SIGNMART LLC		00107345.358200.	280.00
59549	SISKUN POWER EQUIPMENT	REPAIR VEH #599	50100065.548000.	123.52
59550	SIX ROBBLEES INC	USED WHEELS,TIRE CHAINS	50100065.534000.	312.62
59551	RAY SIZEMORE	LEOFF 1 REIMBURSEMENT	00103010.541100.	85.52
59552	SMOKEY POINT CONCRETE	CONCRETE	40142280.548000.	170.23
	SMOKEY POINT CONCRETE	PIT RUN	40220594.563000.W0604	643.37
59553	SNO CO EDC	EDC QRTLTY BREAKFAST MTG	00100110.549000.	35.00
59554	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 10/0	41046060.551000.	120,147.00
59555	CANON SNYDER	DJ-2010 VALENTINES DANCES	00105120.531050.	657.00
59556	S.O. CREIGHTON ENGINEERING INC	FIRE REVIEW	00102020.541000.	272.50
59557	SOLID WASTE SYSTEMS INC	PARTS FOR VEH # 651	41046060.549000.	606.60
59558	SONITROL	CREDIT FOR INV # 0475589-IN	00103530.541000.	-108.60
	SONITROL	REPAIRS TO FIRE ALARM SYSTEM	00103530.541000.	264.98
	SONITROL	ANNUAL CONFIDENCE TEST ON FIRE	00103530.541000.	434.40
	SONITROL	CREDIT FOR INV 0475553-IN	00105250.541000.	-162.90
	SONITROL	TEST ON FIRE ALARM SYSTEM	00105250.541000.	162.90
	SONITROL	REPAIRS TO FIRE ALARM SYSTEM	40143410.541000.	550.61
	SONITROL	ANNUAL CONFIDENCE TEST	40143410.541000.	814.50
59559	SOUND PUBLISHING INC	ACCT # 88522147-LEGAL ADS	00101130.544000.	67.35
59560	SOUND PUBLISHING INC	ACCT # 88522149-CALLS FOR BIDS	30500030.563000.R0701	86.90



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/19/2009 TO 11/25/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59561	SOUND PUBLISHING INC	ACCT# 88522148-LEGAL ADS	00102020.544000.	323.28
59562	SOUND SAFETY PRODUCTS CO INC	STEEL TOE RUBBER BOOTS	10111230.526000.	66.42
	SOUND SAFETY PRODUCTS CO INC	RUBBER BOOTS	40143410.526200.	93.48
	SOUND SAFETY PRODUCTS CO INC	(20) HARD HATS (ORANGE)	501.141100.	488.70
	SOUND SAFETY PRODUCTS CO INC	EARPLUGS	50200050.531000.	44.05
59563	WASHINGTON STATE PATROL	FINGERPRINTING ID SERVICES	001.237100.	134.75
	WASHINGTON STATE PATROL		00102020.541000.	26.00
59564	STOUDER GENERAL CONSTRUCTION LLC	PAY ESTIMATE # 5	40220594.563000.W0605	7,124.16
59565	ROBERT SWEARENGIN	LEOFF 1 REIMBURSEMENT	00103010.541100.	1,411.97
59566	EXCEL EDUCATIONAL SOLUTIONS, INC.	INSTRUCTOR SERVICES	00105120.541020.	224.00
59567	TEREX UTILITIES WEST	ANNUAL CRANE INSPECTION	50100065.548000.	568.25
	TEREX UTILITIES WEST	ANNUAL BUCKET TRUCK INSPECTION	50100065.548000.	812.60
59568	THYSSENKRUPP ELEVATOR CORP	REPAIR ELEVATOR-CH	00103530.548000.	273.67
59569	THE GREATER MARYSVILLE TULALIP	2008 HOTEL/MOTEL GRANT APPLICA	10500030.549000.	5,317.00
59570	UNITED PARCEL SERVICE	SHIPPING EXPENSE	40145040.531000.	23.69
59571	UNITED PIPE & SUPPLY INC	METER BOX BASES,LIDS	401.141400.	562.55
	UNITED PIPE & SUPPLY INC	COPPER TUBING	40140580.531000.	495.22
	UNITED PIPE & SUPPLY INC	COPPER STICKS	40140580.531000.	546.69
	UNITED PIPE & SUPPLY INC	8" PVC,FLEX COUPLING	40220594.563000.W0604	119.40
	UNITED PIPE & SUPPLY INC	16" MJ STANDARD ACCY PACK	40220594.563000.W0604	307.94
	UNITED PIPE & SUPPLY INC	16" MJ DI ND 22 ELL	40220594.563000.W0604	326.67
59572	UNITED RENTALS	OIL FILLER CAP ASSY	00105380.531000.	8.64
	UNITED RENTALS	FUEL RING ASSY,HOLDER,SEAL,STR	50100065.534000.	48.79
59573	UNIVERSAL LAND CONSTRUCTION CO	WATCHDOG METER REFUND	401.245200.	57.85
59574	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE 10/09	40143410.541000.	436.45
59575	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	57.03
	VERIZON NORTHWEST		00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.14
59576	WSU	PESTICIDE RECERT-BACKSTROM	00105380.549000.	100.00
59577	LOREN R. WAXLER	PUBLIC DEFENDER	00105515.541040.	420.00
59578	WEBCHECK	WEBCHECK CANOPY SRVC 10/09	00143523.541000.	645.00
59579	WELCOME COMMUNICATIONS	FLASHLIGHT EQUIPMENT	00103222.526000.	118.19
59580	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	00105515.549000.	484.63
59581	WESTERN EQUIPMENT DISTRIBUTORS	LID CLEANER	42047165.548000.	31.18
	WESTERN EQUIPMENT DISTRIBUTORS	ROLLER ARM	42047165.548000.	161.74
59582	WESTERN PETERBILT INC	AIR BRAKE STOP LIGHT	50100065.534000.	156.22
59583	CARL WINELAND	REFUND CLASS FEES	00110347.376009.	45.00
59584	CHESTER WOGGE	USED GOLF BALLS	420.141100.	125.00
59585	ZENGER, BETTY	UB 100600000000 8816 48TH DR N	401.122110.	33.34

**WARRANT TOTAL: 425,909.25**

**VOID**

**REASON FOR VOIDS:**

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL


**CHECK #59089 INITIATOR ERROR (194.21)**

**425,715.04**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

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

**RECOMMENDED ACTION:**

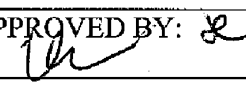
The Finance and Executive Departments recommend City Council approve the November 20, 2009 payroll in the amount \$763,822.68 Check No.'s 22058 through 22106.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Contract Award: Ingraham Boulevard Project	<b>AGENDA SECTION:</b> Review Bids	
<b>PREPARED BY:</b> Patrick Gruenhagen, Project Manager	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> • Certified Bid Tabulation		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b> 30500030.563000 R0502	<b>AMOUNT:</b> \$2,914,812.46	

**DESCRIPTION:**

The Ingraham Boulevard Project proposes to construct roughly one quarter mile of new road corridor consisting of four traffic lanes (two in each direction), two bicycle lanes, curb, gutter and sidewalk. This project has been identified in the Six Year Transportation Improvement Plan.

The project was advertised for a November 19, 2009 bid opening, and nineteen (19) bids were received as shown on the attached bid tabulation. The low bidder is SRV Construction, Inc. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$2,775,249.96
Management Reserve:	\$138,762.50
<b>Total:</b>	<b>\$2,914,812.46</b>

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to award the bid for the Ingraham Boulevard Project to SRV Construction, Inc. in the amount of \$2,775,249.96 including Washington State Sales Tax and approve a management reserve of \$138,762.50 for a total allocation of \$2,914,812.46.

**COUNCIL ACTION:**

Certified Bid Tabulation - Ingraham Boulevard Corridor Improvements

Bid Opening: Nov. 19, 2009

Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Thomco Construction		Marshbank Construction		SRV Construction		Plats Plus		Northwest Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (10% of Roadway Construction)	LS	1	\$ 291,000.00	\$ 291,000.00	\$ 130,000.00	\$ 130,000.00	\$ 105,000.00	\$ 105,000.00	\$ 69,000.00	\$ 69,000.00	\$ 88,000.00	\$ 88,000.00	\$ 110,000.10	\$ 110,000.10
2	Clearing and Grubbing	ACRE	3	\$ 2,860.00	\$ 8,580.00	\$ 6,000.00	\$ 18,000.00	\$ 6,000.00	\$ 18,000.00	\$ 3,300.00	\$ 9,900.00	\$ 6,200.00	\$ 18,600.00	\$ 5,600.00	\$ 16,800.00
3	Removal of Structures and Obstructions	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
4	Removing Property Fence	LF	220	\$ 5.00	\$ 1,100.00	\$ 5.10	\$ 1,122.00	\$ 6.50	\$ 1,430.00	\$ 5.00	\$ 1,100.00	\$ 5.00	\$ 1,100.00	\$ 2.00	\$ 440.00
5	Roadway Excavation Incl. Haul	CY	15,150	\$ 15.00	\$ 227,250.00	\$ 8.11	\$ 122,866.50	\$ 7.00	\$ 106,050.00	\$ 8.40	\$ 127,260.00	\$ 10.00	\$ 151,500.00	\$ 9.50	\$ 143,925.00
6	Gravel Borrow Incl. Haul	TON	5,800	\$ 13.00	\$ 75,400.00	\$ 10.54	\$ 61,132.00	\$ 10.00	\$ 58,000.00	\$ 11.25	\$ 65,250.00	\$ 12.60	\$ 73,080.00	\$ 12.00	\$ 69,600.00
7	Channel Excavation Incl. Haul	CY	2,100	\$ 9.00	\$ 18,900.00	\$ 13.00	\$ 27,300.00	\$ 20.00	\$ 42,000.00	\$ 15.65	\$ 32,865.00	\$ 17.00	\$ 35,700.00	\$ 17.00	\$ 35,700.00
8	Pond Excavation Incl. Haul	CY	1,950	\$ 8.00	\$ 15,600.00	\$ 8.50	\$ 16,575.00	\$ 21.00	\$ 40,950.00	\$ 19.10	\$ 37,245.00	\$ 16.00	\$ 31,200.00	\$ 12.50	\$ 24,375.00
9	Streambed Gravel	CY	1,100	\$ 30.00	\$ 33,000.00	\$ 20.40	\$ 22,440.00	\$ 43.00	\$ 47,300.00	\$ 32.20	\$ 35,420.00	\$ 37.00	\$ 40,700.00	\$ 37.00	\$ 40,700.00
10	AASHTO No. 3 Mx	CY	605	\$ 40.00	\$ 24,200.00	\$ 18.21	\$ 11,017.05	\$ 25.00	\$ 15,125.00	\$ 60.80	\$ 36,784.00	\$ 25.00	\$ 15,125.00	\$ 33.00	\$ 19,965.00
11	Preload	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 59,400.00	\$ 59,400.00	\$ 130,000.00	\$ 130,000.00	\$ 29,900.00	\$ 29,900.00	\$ 165,000.00	\$ 165,000.00	\$ 40,000.00	\$ 40,000.00
12	TR. 5 Al. Culv. Pipe 0.064 In. Th. 24 In. Diam.	LF	71	\$ 100.00	\$ 7,100.00	\$ 92.00	\$ 6,532.00	\$ 75.00	\$ 5,325.00	\$ 96.45	\$ 6,847.95	\$ 90.00	\$ 6,390.00	\$ 77.00	\$ 5,467.00
13	Adjust Manhole	EA	2	\$ 500.00	\$ 1,000.00	\$ 315.00	\$ 630.00	\$ 300.00	\$ 600.00	\$ 307.00	\$ 614.00	\$ 500.00	\$ 1,000.00	\$ 900.00	\$ 1,800.00
14	Catch Basin Type 1	EA	28	\$ 1,100.00	\$ 30,800.00	\$ 800.00	\$ 20,900.00	\$ 750.00	\$ 21,000.00	\$ 910.00	\$ 23,660.00	\$ 900.00	\$ 23,400.00	\$ 875.00	\$ 22,750.00
15	Catch Basin Type 2 48 In. Diam.	EA	2	\$ 200.00	\$ 400.00	\$ 1,625.00	\$ 3,250.00	\$ 1,800.00	\$ 3,600.00	\$ 2,150.00	\$ 4,300.00	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00
16	Catch Basin Type 2 54 In. Diam.	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	\$ 2,220.00	\$ 2,220.00	\$ 2,650.00	\$ 2,650.00	\$ 2,925.00	\$ 2,925.00
17	Catch Basin Type 2 72 In. Diam.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,360.00	\$ 4,360.00	\$ 4,000.00	\$ 4,000.00	\$ 3,180.00	\$ 3,180.00	\$ 4,200.00	\$ 4,200.00	\$ 3,625.00	\$ 3,625.00
18	Flow Control Structure	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,275.00	\$ 6,275.00	\$ 4,200.00	\$ 4,200.00	\$ 4,700.00	\$ 4,700.00	\$ 5,600.00	\$ 5,600.00	\$ 5,750.00	\$ 5,750.00
19	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	LF	1,618	\$ 35.00	\$ 56,630.00	\$ 26.15	\$ 42,310.70	\$ 21.25	\$ 34,382.50	\$ 18.10	\$ 29,285.80	\$ 22.00	\$ 35,596.00	\$ 21.00	\$ 33,978.00
20	Corrugated Polyethylene Storm Sewer Pipe 15 In. Diam.	LF	179	\$ 40.00	\$ 7,160.00	\$ 29.05	\$ 5,199.95	\$ 26.00	\$ 4,654.00	\$ 24.40	\$ 4,367.60	\$ 25.00	\$ 4,475.00	\$ 33.00	\$ 5,907.00
21	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	LF	467	\$ 45.00	\$ 21,015.00	\$ 33.66	\$ 15,719.22	\$ 30.00	\$ 14,010.00	\$ 30.40	\$ 14,196.80	\$ 32.00	\$ 14,944.00	\$ 37.00	\$ 17,279.00
22	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	50	\$ 85.00	\$ 4,250.00	\$ 46.75	\$ 2,337.50	\$ 45.00	\$ 2,250.00	\$ 36.30	\$ 1,815.00	\$ 40.00	\$ 2,000.00	\$ 48.00	\$ 2,400.00
23	Aluminum Box Culvert	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 203,490.00	\$ 203,490.00	\$ 96,000.00	\$ 96,000.00	\$ 127,000.00	\$ 127,000.00	\$ 140,000.00	\$ 140,000.00	\$ 98,000.00	\$ 98,000.00
24	Structure Excavation, CL A	CY	800	\$ 32.00	\$ 25,600.00	\$ 12.00	\$ 9,600.00	\$ 15.00	\$ 12,000.00	\$ 9.35	\$ 7,480.00	\$ 4.00	\$ 3,200.00	\$ 15.00	\$ 12,000.00
25	Pedestrian Handrail	LF	1,600	\$ 110.00	\$ 176,000.00	\$ 80.00	\$ 128,000.00	\$ 65.00	\$ 104,000.00	\$ 72.60	\$ 116,160.00	\$ 64.00	\$ 102,400.00	\$ 74.00	\$ 118,400.00
26	6' Property Fence	LF	814	\$ 75.00	\$ 61,050.00	\$ 31.00	\$ 25,234.00	\$ 31.00	\$ 25,234.00	\$ 32.40	\$ 26,373.60	\$ 49.00	\$ 39,886.00	\$ 29.00	\$ 23,606.00
27	Ballast for Bearing Blanket	TON	7,560	\$ 25.00	\$ 189,000.00	\$ 0.01	\$ 75.60	\$ 4.50	\$ 34,020.00	\$ 13.20	\$ 99,792.00	\$ 14.00	\$ 105,840.00	\$ 13.50	\$ 102,060.00
28	PerVIOUS Embankment Fill	TON	5,130	\$ 30.00	\$ 153,900.00	\$ 11.50	\$ 58,995.00	\$ 14.00	\$ 71,820.00	\$ 12.60	\$ 64,638.00	\$ 11.00	\$ 56,430.00	\$ 12.00	\$ 61,560.00
29	Crushed Surfacing Base Course	TON	11,475	\$ 18.50	\$ 212,287.50	\$ 12.55	\$ 144,011.25	\$ 9.75	\$ 111,781.25	\$ 14.25	\$ 163,518.75	\$ 15.00	\$ 172,125.00	\$ 13.60	\$ 156,060.00
30	Crushed Surfacing Top Course	TON	175	\$ 23.00	\$ 4,025.00	\$ 13.83	\$ 2,420.25	\$ 15.00	\$ 2,625.00	\$ 22.50	\$ 3,937.50	\$ 17.00	\$ 2,975.00	\$ 18.00	\$ 3,150.00
31	Asphalt Treated Base	TON	3,225	\$ 75.00	\$ 241,875.00	\$ 58.00	\$ 187,050.00	\$ 56.00	\$ 180,800.00	\$ 58.65	\$ 188,596.25	\$ 58.00	\$ 188,600.00	\$ 56.50	\$ 182,212.50
32	HMA Cl. 1/2" PG 64-22	TON	2,150	\$ 75.00	\$ 161,250.00	\$ 73.80	\$ 158,670.00	\$ 72.00	\$ 154,800.00	\$ 76.15	\$ 163,722.50	\$ 75.00	\$ 161,250.00	\$ 72.50	\$ 155,875.00
33	Silt Fence	LF	5,000	\$ 5.00	\$ 25,000.00	\$ 4.20	\$ 21,000.00	\$ 4.00	\$ 20,000.00	\$ 3.25	\$ 16,250.00	\$ 3.75	\$ 18,750.00	\$ 3.50	\$ 17,500.00
34	ESC Lead	DAY	90	\$ 130.00	\$ 11,700.00	\$ 110.00	\$ 9,900.00	\$ 75.00	\$ 6,750.00	\$ 65.90	\$ 5,931.00	\$ 90.00	\$ 8,100.00	\$ 82.00	\$ 7,380.00
35	Topsoil Type A	CY	2,810	\$ 10.00	\$ 28,100.00	\$ 27.40	\$ 76,994.00	\$ 29.00	\$ 81,490.00	\$ 29.60	\$ 83,176.00	\$ 28.00	\$ 78,680.00	\$ 32.00	\$ 89,920.00
36	Seeding Fertilizing and Mulching	ACRE	4	\$ 1,700.00	\$ 6,800.00	\$ 1,700.00	\$ 6,800.00	\$ 1,700.00	\$ 6,800.00	\$ 1,800.00	\$ 7,200.00	\$ 1,700.00	\$ 6,800.00	\$ 1,668.00	\$ 6,672.00
37	Stormwater Treatment Pond/Wetland Planting Seed Mix	ACRE	0.5	\$ 4,000.00	\$ 2,000.00	\$ 16,165.00	\$ 8,082.50	\$ 16,600.00	\$ 8,300.00	\$ 16,900.00	\$ 8,450.00	\$ 16,000.00	\$ 8,000.00	\$ 15,622.00	\$ 7,811.00
38	Emergent Sistrum Seed Mix	ACRE	3.2	\$ 4,000.00	\$ 12,800.00	\$ 9,800.00	\$ 31,360.00	\$ 9,850.00	\$ 31,520.00	\$ 10,000.00	\$ 32,000.00	\$ 9,600.00	\$ 30,720.00	\$ 9,292.00	\$ 29,734.40
39	Erosion/Water Pollution Control	FA	1	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
40	SWPPP Preparation and Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,740.00	\$ 3,740.00	\$ 360.00	\$ 360.00	\$ 9,000.00	\$ 9,000.00
41	PSIPE Pacific Willow 1 Gal.	EA	2,510	\$ 75.00	\$ 188,250.00	\$ 5.75	\$ 14,432.50	\$ 5.90	\$ 14,809.00	\$ 5.90	\$ 14,809.00	\$ 6.00	\$ 15,060.00	\$ 6.50	\$ 16,315.00
42	PSIPE Red-osler Dogwood 1 Gal.	EA	2,183	\$ 15.00	\$ 32,745.00	\$ 5.75	\$ 12,552.25	\$ 6.00	\$ 13,098.00	\$ 5.90	\$ 12,879.70	\$ 6.00	\$ 13,098.00	\$ 6.50	\$ 14,189.50
43	PSIPE Nootka rose 1 Gal.	EA	1,630	\$ 15.00	\$ 24,450.00	\$ 5.75	\$ 9,372.50	\$ 5.90	\$ 9,617.00	\$ 5.90	\$ 9,617.00	\$ 6.00	\$ 9,780.00	\$ 6.50	\$ 10,595.00
44	PSIPE Clustered rose 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.75	\$ 7,216.25	\$ 5.90	\$ 7,404.50	\$ 5.90	\$ 7,404.50	\$ 6.00	\$ 7,530.00	\$ 6.50	\$ 8,157.50
45	PSIPE Scouler's Willow 1 Gal.	EA	853	\$ 15.00	\$ 12,795.00	\$ 5.75	\$ 4,904.75	\$ 6.00	\$ 5,118.00	\$ 5.90	\$ 5,032.70	\$ 6.00	\$ 5,118.00	\$ 6.50	\$ 5,544.50
46	PSIPE Sitka willow 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.75	\$ 7,216.25	\$ 6.00	\$ 7,530.00	\$ 5.90	\$ 7,404.50	\$ 6.00	\$ 7,530.00	\$ 6.50	\$ 8,157.50

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighted entries denote math correction made.)



Certified Bid Tabulation - Ingraham Boulevard Corridor Improvements

Bid Opening: Nov. 19, 2009

Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Thomco Construction		Marshbank Construction		SRV Construction		Plats Plus		Northwest Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
47	PSIPE Black twimberry 1 Gal.	EA	1,255	15.00	18,825.00	5.75	7,216.25	6.00	7,530.00	5.90	7,404.50	6.00	7,530.00	6.50	8,157.50
48	PSIPE Pacific ninebark 1 Gal.	EA	1,255	15.00	18,825.00	5.75	7,216.25	5.80	7,404.50	5.80	7,404.50	6.00	7,530.00	6.50	8,157.50
49	PSIPE Salmonberry 1 Gal.	EA	1,708	15.00	25,620.00	5.75	9,803.75	5.80	10,059.50	5.90	10,059.50	6.00	10,230.00	6.50	11,082.50
50	PSIPE Thinbleberry 1 Gal.	EA	150	15.00	2,250.00	5.75	862.50	6.00	900.00	5.90	885.00	6.00	900.00	6.50	975.00
51	PSIPE Live Stake Pacific Willow	EA	1,800	15.00	27,000.00	3.10	5,580.00	3.20	5,760.00	3.15	5,670.00	3.00	5,400.00	3.00	5,400.00
52	PSIPE Live Stake Scouler's Willow	EA	1,800	15.00	27,000.00	3.10	5,580.00	3.20	5,760.00	3.15	5,670.00	3.00	5,400.00	3.00	5,400.00
53	Roughened rock toe and large woody debris	LF	125	182.00	22,750.00	65.00	8,125.00	11.00	1,375.00	15.40	1,925.00	36.00	4,500.00	86.00	10,750.00
54	Coir Logs	LF	258	15.00	3,870.00	8.20	2,115.60	14.00	3,612.00	13.00	3,354.00	10.00	2,580.00	7.00	1,806.00
55	Large Woody Debris	EA	6	2,000.00	12,000.00	850.00	5,100.00	380.00	2,280.00	1,100.00	6,600.00	1,600.00	9,600.00	700.00	4,200.00
56	French Drain	LF	762	65.00	49,530.00	26.90	20,497.80	22.00	16,764.00	20.85	15,887.70	86.00	27,432.00	19.00	14,478.00
57	Bark or Wood Chip Mulch	CY	3,660	10.00	36,600.00	27.70	101,382.00	27.80	101,748.00	27.50	100,650.00	27.00	98,820.00	32.00	117,120.00
58	High Visibility Fence	LF	1,800	2.50	4,500.00	3.75	6,750.00	2.00	3,600.00	2.00	3,600.00	2.00	3,600.00	2.25	4,050.00
59	Cement Conc. Traffic Curb and Gutter	LF	3,250	17.00	55,250.00	10.30	33,475.00	9.90	32,250.00	11.35	36,887.50	11.00	35,750.00	7.98	25,935.00
60	Paint Line	LF	10,284	2.00	20,568.00	0.27	2,776.68	0.30	3,085.20	0.25	2,571.00	0.25	2,571.00	0.25	2,571.00
61	Plastic Traffic Arrow	EA	10	300.00	3,000.00	77.60	776.00	80.00	800.00	81.00	810.00	75.00	750.00	92.00	920.00
62	Plastic Bicycle Lane Symbol	EA	13	300.00	3,900.00	129.34	1,681.42	133.00	1,729.00	138.00	1,758.00	130.00	1,690.00	92.00	1,196.00
63	Permanent Signage	LS	1	7,500.00	7,500.00	4,700.00	4,700.00	7,000.00	7,000.00	5,130.00	5,130.00	3,000.00	3,000.00	4,500.00	4,500.00
64	Illumination System	LS	1	21,000.00	21,000.00	89,000.00	89,000.00	21,000.00	21,000.00	93,000.00	93,000.00	89,000.00	89,000.00	86,904.00	86,904.00
65	Project Temporary Traffic Control	LS	1	75,000.00	75,000.00	12,000.00	12,000.00	14,000.00	14,000.00	3,400.00	3,400.00	1,000.00	1,000.00	1,600.00	1,600.00
66	Type B Progress Schedule	LS	1	10,000.00	10,000.00	2,500.00	2,500.00	2,000.00	2,000.00	1,080.00	1,080.00	860.00	860.00	5,000.00	5,000.00
67	Roadway Surveying	LS	1	20,000.00	20,000.00	12,000.00	12,000.00	12,000.00	12,000.00	13,000.00	13,000.00	4,900.00	4,900.00	14,000.00	14,000.00
68	Pervious Cement Conc. Sidewalk	SY	3,310	30.00	99,300.00	36.40	120,484.00	37.00	122,470.00	38.60	127,766.00	41.00	136,710.00	39.35	130,248.50
69	Gabion Cribbing	CY	550	150.00	82,500.00	80.00	44,000.00	92.50	50,875.00	116.50	64,075.00	33.00	18,150.00	110.00	60,500.00
70	Gravity Block Wall	SF	2,800	50.00	140,000.00	18.00	50,400.00	19.00	53,200.00	17.45	48,860.00	19.00	53,200.00	19.00	53,200.00
71	Roadside Cleanup	FA	1	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
72	Construction Geotextile for Separation	SY	15,676	3.75	58,785.00	1.95	30,568.20	1.20	18,811.20	1.10	17,243.60	1.00	15,676.00	1.00	15,676.00
73	Biaxial Geogrid	SY	12,191	5.00	60,955.00	5.67	69,122.97	7.00	85,337.00	5.65	68,879.15	5.00	60,955.00	6.00	73,146.00
74	Property Restoration	FA	1	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
75	Minor Change	CALC	1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>Schedule A Total</b>					\$ 3,975,425.50		\$ 2,727,408.44		\$ 2,731,524.65		\$ 2,727,082.60		\$ 2,955,868.00		\$ 2,768,860.00
1	Mobilization	LS	1	77,086.87	77,086.87	5,500.00	5,500.00	3,800.00	3,800.00	8,000.00	8,000.00	800.00	800.00	5,400.00	5,400.00
2	PVC Sanitary Sewer Pipe 12 In. Diam	LF	916	45.00	41,220.00	34.00	31,144.00	28.00	25,648.00	27.00	24,732.00	34.00	31,144.00	28.00	25,648.00
3	Manhole 48 In. Diam Type 1	EA	3	2,500.00	7,500.00	2,800.00	8,400.00	2,300.00	6,900.00	2,340.00	7,020.00	2,600.00	7,800.00	1,800.00	5,400.00
4	Manhole 54 In. Diam Type 1	EA	1	3,000.00	3,000.00	3,040.00	3,040.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	6,500.00	6,500.00
5	Project Temporary Traffic Control	LS	1	25,000.00	25,000.00	5,700.00	5,700.00	2,200.00	2,200.00	1,000.00	1,000.00	1,000.00	1,000.00	200.00	200.00
6	Roadway Surveying	LS	1	5,000.00	5,000.00	1,600.00	1,600.00	800.00	800.00	1,000.00	1,000.00	400.00	400.00	1,000.00	1,000.00
7	Minor Change	CALC	1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
<b>Schedule B Subtotal</b>					\$ 159,287.87		\$ 55,385.00		\$ 41,949.00		\$ 44,353.00		\$ 43,045.00		\$ 44,149.00
<b>8.6% Sales Tax</b>					\$ 13,698.75		\$ 4,783.11		\$ 3,607.61		\$ 3,814.36		\$ 3,701.87		\$ 3,796.81
<b>Schedule B Total</b>					\$ 172,986.63		\$ 60,168.11		\$ 45,556.61		\$ 48,167.36		\$ 46,746.87		\$ 47,945.81
<b>Grand Total (Schedule A + Schedule B)</b>					\$ 4,148,412.13		\$ 2,787,576.55		\$ 2,777,081.26		\$ 2,775,249.96		\$ 3,002,614.87		\$ 2,816,805.81

THIRD

SECOND

LOW BID

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighted entries denote math correction made.)



Certified Bid Tabulation - Ingraham Boulevard Corridor Improvements

Bid Opening: Nov. 19, 2009

Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Jansen Inc.		JR Hayes & Sons		New West Construction		G.G. Excavation		Colacurcio Brothers	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (10% of Roadway Construction)	LS	1	\$ 291,000.00	\$ 291,000.00	\$ 306,450.00	\$ 306,450.00	\$ 47,100.00	\$ 47,100.00	\$ 225,000.00	\$ 225,000.00	\$ 40,926.41	\$ 40,926.41	\$ 83,000.00	\$ 83,000.00
2	Clearing and Grubbing	ACRE	3	\$ 3,850.00	\$ 11,550.00	\$ 9,605.00	\$ 28,815.00	\$ 5,009.37	\$ 15,028.11	\$ 7,210.00	\$ 21,630.00	\$ 17,185.98	\$ 51,555.57	\$ 6,200.00	\$ 18,600.00
3	Removal of Structures and Obstructions	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 29,500.00	\$ 29,500.00	\$ 5,009.37	\$ 5,009.37	\$ 6,405.00	\$ 6,405.00	\$ 29,233.80	\$ 29,233.80	\$ 6,600.00	\$ 6,600.00
4	Removing Property Fence	LF	220	\$ 8.00	\$ 1,760.00	\$ 6.70	\$ 1,474.00	\$ 4.00	\$ 2,200.00	\$ 2.30	\$ 506.00	\$ 4.88	\$ 1,073.60	\$ 3.70	\$ 814.00
5	Roadway Excavation Incl. Haul	CY	15,150	\$ 15.00	\$ 227,250.00	\$ 10.85	\$ 164,377.50	\$ 13.32	\$ 201,648.00	\$ 11.90	\$ 180,285.00	\$ 19.89	\$ 299,833.50	\$ 9.90	\$ 149,985.00
6	Gravel Borrow Incl. Haul	TON	5,800	\$ 13.00	\$ 75,400.00	\$ 11.75	\$ 68,150.00	\$ 8.91	\$ 51,576.00	\$ 10.30	\$ 59,740.00	\$ 10.77	\$ 62,466.00	\$ 11.00	\$ 63,800.00
7	Channel Excavation Incl. Haul	CY	2,100	\$ 9.00	\$ 18,900.00	\$ 14.10	\$ 29,610.00	\$ 14.66	\$ 30,786.00	\$ 34.30	\$ 72,030.00	\$ 15.84	\$ 33,264.00	\$ 17.10	\$ 35,910.00
8	Pond Excavation Incl. Haul	CY	1,950	\$ 8.00	\$ 15,600.00	\$ 11.25	\$ 21,937.50	\$ 14.64	\$ 28,548.00	\$ 25.40	\$ 49,530.00	\$ 14.55	\$ 28,335.00	\$ 12.00	\$ 23,400.00
9	Streambed Gravel	CY	1,100	\$ 30.00	\$ 33,000.00	\$ 17.50	\$ 19,250.00	\$ 30.19	\$ 33,209.00	\$ 34.70	\$ 38,170.00	\$ 37.43	\$ 41,183.00	\$ 37.00	\$ 40,700.00
10	AASHTO No. 3 Mix	CY	605	\$ 40.00	\$ 24,200.00	\$ 29.74	\$ 17,992.70	\$ 94.97	\$ 21,156.85	\$ 30.80	\$ 18,634.00	\$ 37.50	\$ 22,687.50	\$ 28.80	\$ 17,424.00
11	Preload	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 18,220.00	\$ 18,220.00	\$ 69,235.46	\$ 69,235.46	\$ 52,915.00	\$ 52,915.00	\$ 26,425.21	\$ 26,425.21	\$ 83,000.00	\$ 83,000.00
12	TR. 5 Al. Culv. Pipe 0.064 In. Th. 24 In. Diam.	LF	71	\$ 1,000.00	\$ 71,000.00	\$ 151.30	\$ 10,742.30	\$ 121.23	\$ 8,607.33	\$ 147.40	\$ 10,465.40	\$ 112.63	\$ 7,989.63	\$ 83.50	\$ 5,928.50
13	Adjust Manhole	EA	2	\$ 250.00	\$ 500.00	\$ 424.40	\$ 848.80	\$ 330.62	\$ 661.24	\$ 1,200.00	\$ 2,400.00	\$ 547.69	\$ 1,095.38	\$ 515.00	\$ 1,030.00
14	Catch Basin Type 1	EA	26	\$ 1,100.00	\$ 28,600.00	\$ 874.85	\$ 22,746.10	\$ 961.90	\$ 25,008.60	\$ 847.00	\$ 22,022.00	\$ 1,335.79	\$ 34,730.54	\$ 900.00	\$ 23,400.00
15	Catch Basin Type 2 48 In. Diam.	EA	2	\$ 200.00	\$ 400.00	\$ 2,049.40	\$ 4,098.80	\$ 1,622.41	\$ 3,244.82	\$ 2,062.00	\$ 4,124.00	\$ 1,934.70	\$ 3,869.40	\$ 2,000.00	\$ 4,000.00
16	Catch Basin Type 2 54 In. Diam.	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,132.00	\$ 2,132.00	\$ 2,101.93	\$ 2,101.93	\$ 2,435.00	\$ 2,435.00	\$ 2,017.45	\$ 2,017.45	\$ 2,300.00	\$ 2,300.00
17	Catch Basin Type 2 72 In. Diam.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,865.00	\$ 2,865.00	\$ 2,822.26	\$ 2,822.26	\$ 3,842.00	\$ 3,842.00	\$ 4,033.32	\$ 4,033.32	\$ 3,500.00	\$ 3,500.00
18	Flow Control Structure	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,501.00	\$ 2,501.00	\$ 5,014.38	\$ 5,014.38	\$ 5,825.00	\$ 5,825.00	\$ 1,577.13	\$ 1,577.13	\$ 6,300.00	\$ 6,300.00
19	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam	LF	1,618	\$ 35.00	\$ 56,630.00	\$ 18.77	\$ 30,369.86	\$ 28.55	\$ 46,193.90	\$ 23.60	\$ 38,184.80	\$ 23.12	\$ 37,408.16	\$ 18.40	\$ 29,771.20
20	Corrugated Polyethylene Storm Sewer Pipe 15 In. Diam	LF	179	\$ 40.00	\$ 7,160.00	\$ 23.06	\$ 4,127.74	\$ 31.06	\$ 5,559.74	\$ 36.70	\$ 6,569.30	\$ 31.67	\$ 5,668.93	\$ 29.00	\$ 5,191.00
21	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam	LF	467	\$ 45.00	\$ 21,015.00	\$ 55.33	\$ 12,062.61	\$ 34.56	\$ 16,139.52	\$ 31.50	\$ 14,710.50	\$ 39.96	\$ 15,859.32	\$ 32.50	\$ 15,177.50
22	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	50	\$ 85.00	\$ 4,250.00	\$ 25.84	\$ 2,787.00	\$ 47.84	\$ 2,397.00	\$ 45.40	\$ 2,270.00	\$ 60.71	\$ 3,035.50	\$ 42.00	\$ 2,100.00
23	Aluminum Box Culvert	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 105,776.00	\$ 105,776.00	\$ 136,945.29	\$ 136,945.29	\$ 110,104.00	\$ 110,104.00	\$ 105,353.26	\$ 105,353.26	\$ 117,000.00	\$ 117,000.00
24	Structure Excavation, CL A	CY	800	\$ 32.00	\$ 25,600.00	\$ 8.06	\$ 6,448.00	\$ 8.01	\$ 6,408.00	\$ 17.00	\$ 13,600.00	\$ 14.68	\$ 11,744.00	\$ 15.00	\$ 12,000.00
25	Pedestrian Handrail	LF	1,600	\$ 110.00	\$ 176,000.00	\$ 64.15	\$ 102,640.00	\$ 92.16	\$ 131,456.00	\$ 84.50	\$ 135,200.00	\$ 88.22	\$ 141,152.00	\$ 62.00	\$ 99,200.00
26	6' Property Fence	LF	814	\$ 75.00	\$ 61,050.00	\$ 54.10	\$ 44,037.40	\$ 58.03	\$ 47,267.42	\$ 10.50	\$ 8,547.00	\$ 49.55	\$ 40,333.70	\$ 30.00	\$ 24,420.00
27	Ballast for Bearing Blanket	TON	7,560	\$ 25.00	\$ 189,000.00	\$ 13.35	\$ 100,926.00	\$ 11.75	\$ 88,830.00	\$ 10.00	\$ 75,600.00	\$ 14.69	\$ 110,556.40	\$ 12.20	\$ 92,232.00
28	Pervious Embankment Fill	TON	5,130	\$ 30.00	\$ 153,900.00	\$ 11.00	\$ 56,430.00	\$ 11.74	\$ 60,226.20	\$ 10.90	\$ 55,917.00	\$ 13.59	\$ 69,229.70	\$ 12.00	\$ 61,560.00
29	Crushed Surfacing Base Course	TON	11,475	\$ 18.50	\$ 212,287.50	\$ 13.00	\$ 149,175.00	\$ 11.53	\$ 132,006.75	\$ 12.10	\$ 138,847.50	\$ 15.01	\$ 172,239.75	\$ 13.00	\$ 149,175.00
30	Crushed Surfacing Top Course	TON	175	\$ 24.00	\$ 4,200.00	\$ 17.50	\$ 3,062.50	\$ 18.60	\$ 3,255.00	\$ 64.90	\$ 11,357.50	\$ 16.73	\$ 2,927.75	\$ 19.80	\$ 3,465.00
31	Asphalt Treated Base	TON	3,225	\$ 75.00	\$ 241,875.00	\$ 81.95	\$ 199,788.75	\$ 55.86	\$ 180,149.50	\$ 62.60	\$ 201,885.00	\$ 54.95	\$ 177,213.75	\$ 59.00	\$ 190,275.00
32	HMA Cl. 1/2" PG 64-22	TON	2,150	\$ 76.00	\$ 163,800.00	\$ 79.20	\$ 170,280.00	\$ 74.44	\$ 160,046.00	\$ 74.90	\$ 161,035.00	\$ 74.33	\$ 159,979.50	\$ 75.00	\$ 161,250.00
33	Silt Fence	LF	5,000	\$ 5.00	\$ 25,000.00	\$ 2.12	\$ 10,600.00	\$ 5.46	\$ 27,400.00	\$ 4.50	\$ 22,500.00	\$ 4.66	\$ 23,300.00	\$ 4.40	\$ 22,000.00
34	ESC Lead	DAY	90	\$ 130.00	\$ 11,700.00	\$ 43.20	\$ 3,888.00	\$ 20.04	\$ 1,803.60	\$ 300.00	\$ 27,000.00	\$ 76.68	\$ 6,901.20	\$ 57.00	\$ 5,130.00
35	Topsoil Type A	CY	2,810	\$ 10.00	\$ 28,100.00	\$ 18.30	\$ 51,423.00	\$ 30.50	\$ 85,705.00	\$ 36.40	\$ 85,424.00	\$ 27.88	\$ 78,222.80	\$ 33.20	\$ 93,292.00
36	Seeding Fertilizing and Mulching	ACRE	4	\$ 1,700.00	\$ 6,800.00	\$ 1,166.33	\$ 4,665.32	\$ 2,311.29	\$ 9,245.16	\$ 2,307.00	\$ 9,228.00	\$ 1,697.19	\$ 6,788.76	\$ 1,750.00	\$ 7,000.00
37	Stormwater Treatment Pond/Wetland Planting Seed Mix	ACRE	0.5	\$ 4,000.00	\$ 2,000.00	\$ 7,921.59	\$ 3,960.80	\$ 13,369.76	\$ 6,634.88	\$ 13,844.00	\$ 6,922.00	\$ 15,895.96	\$ 7,947.68	\$ 16,200.00	\$ 8,100.00
38	Emergent Stratum Seed Mix	ACRE	3.2	\$ 2,000.00	\$ 12,800.00	\$ 2,082.74	\$ 6,664.77	\$ 10,170.76	\$ 32,546.43	\$ 10,152.00	\$ 32,486.40	\$ 9,454.66	\$ 30,253.28	\$ 9,700.00	\$ 31,040.00
39	Erosion/Water Pollution Control	FA	1	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
40	SWPPP Preparation and Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,697.50	\$ 1,697.50	\$ 25,791.47	\$ 25,791.47	\$ 500.00	\$ 500.00	\$ 4,695.82	\$ 4,695.82	\$ 900.00	\$ 900.00
41	PSIPE Pacific Willow 1 Gal.	EA	2,510	\$ 15.00	\$ 37,650.00	\$ 5.33	\$ 13,378.30	\$ 7.88	\$ 19,778.80	\$ 7.90	\$ 19,829.00	\$ 6.55	\$ 14,181.50	\$ 6.75	\$ 16,942.50
42	PSIPE Red-osier Dogwood 1 Gal.	EA	2,183	\$ 15.00	\$ 32,745.00	\$ 5.33	\$ 11,635.39	\$ 7.88	\$ 17,202.84	\$ 7.80	\$ 17,027.40	\$ 5.65	\$ 12,333.95	\$ 6.75	\$ 14,735.25
43	PSIPE Nootka rose 1 Gal.	EA	1,630	\$ 15.00	\$ 24,450.00	\$ 5.33	\$ 8,687.90	\$ 7.88	\$ 12,844.40	\$ 7.90	\$ 12,877.00	\$ 5.65	\$ 9,209.50	\$ 6.75	\$ 11,002.50
44	PSIPE Clustered rose 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.33	\$ 6,689.15	\$ 7.88	\$ 9,889.40	\$ 7.90	\$ 9,914.50	\$ 5.65	\$ 7,090.75	\$ 6.75	\$ 8,471.25
45	PSIPE Scouler's Willow 1 Gal.	EA	853	\$ 15.00	\$ 12,795.00	\$ 5.33	\$ 4,548.49	\$ 7.88	\$ 6,721.66	\$ 7.90	\$ 6,738.70	\$ 5.65	\$ 4,819.45	\$ 6.75	\$ 5,757.75

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighted entries denote math correction made.)





Certified Bid Tabulation - Ingraham Boulevard Corridor Improvements

Bid Opening: Nov. 19, 2009

Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Jansen Inc.		JR Hayes & Sons		New West Construction		G.G. Excavation		Colacurcio Brothers	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
43	PSIPE Nootka rose 1 Gal.	EA	1,630	\$ 15.00	\$ 24,450.00	\$ 6.33	\$ 8,687.90	\$ 7.88	\$ 12,844.40	\$ 7.90	\$ 12,877.00	\$ 5.65	\$ 9,209.50	\$ 6.75	\$ 11,002.50
44	PSIPE Clustered rose 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.33	\$ 6,689.15	\$ 7.88	\$ 9,889.40	\$ 7.90	\$ 9,914.50	\$ 5.65	\$ 7,090.75	\$ 6.75	\$ 8,471.25
45	PSIPE Scouler's Willow 1 Gal.	EA	853	\$ 15.00	\$ 12,795.00	\$ 5.33	\$ 4,546.49	\$ 7.88	\$ 6,721.64	\$ 7.90	\$ 6,738.70	\$ 5.65	\$ 4,819.45	\$ 6.75	\$ 5,757.75
46	PSIPE Sitka willow 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.33	\$ 6,689.15	\$ 7.88	\$ 9,889.40	\$ 7.90	\$ 9,914.50	\$ 5.65	\$ 7,090.75	\$ 6.75	\$ 8,471.25
47	PSIPE Black twinberry 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.33	\$ 6,689.15	\$ 7.88	\$ 9,889.40	\$ 7.90	\$ 9,914.50	\$ 5.65	\$ 7,090.75	\$ 6.75	\$ 8,471.25
48	PSIPE Pacific ninebark 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 5.33	\$ 6,689.15	\$ 7.88	\$ 9,889.40	\$ 7.80	\$ 9,789.00	\$ 5.65	\$ 7,090.75	\$ 6.75	\$ 8,471.25
49	PSIPE Salmonberry 1 Gal.	EA	1,705	\$ 15.00	\$ 25,575.00	\$ 5.33	\$ 9,087.65	\$ 7.88	\$ 13,435.50	\$ 7.90	\$ 13,469.50	\$ 5.65	\$ 9,633.25	\$ 6.75	\$ 11,508.75
50	PSIPE Thimbleberry 1 Gal.	EA	150	\$ 15.00	\$ 2,250.00	\$ 5.33	\$ 799.50	\$ 7.88	\$ 1,182.00	\$ 7.90	\$ 1,185.00	\$ 5.65	\$ 847.50	\$ 6.75	\$ 1,012.50
51	PSIPE Live Stake Pacific Willow	EA	1,800	\$ 15.00	\$ 27,000.00	\$ 1.11	\$ 1,998.00	\$ 3.96	\$ 7,128.00	\$ 4.00	\$ 7,200.00	\$ 3.05	\$ 5,490.00	\$ 3.10	\$ 5,580.00
52	PSIPE Live Stake Scouler's Willow	EA	1,800	\$ 15.00	\$ 27,000.00	\$ 1.11	\$ 1,998.00	\$ 3.96	\$ 7,128.00	\$ 4.00	\$ 7,200.00	\$ 3.05	\$ 5,490.00	\$ 3.10	\$ 5,580.00
53	Roughened rock toe and large woody debris	LF	125	\$ 182.00	\$ 22,750.00	\$ 42.55	\$ 5,318.75	\$ 22.56	\$ 2,820.00	\$ 10.00	\$ 1,250.00	\$ 35.61	\$ 4,451.25	\$ 19.00	\$ 2,375.00
54	Coir Logs	LF	258	\$ 15.00	\$ 3,870.00	\$ 14.12	\$ 3,642.96	\$ 5.23	\$ 1,349.34	\$ 5.50	\$ 1,419.00	\$ 5.09	\$ 1,313.22	\$ 5.70	\$ 1,470.60
55	Large Woody Debris	EA	6	\$ 2,089.00	\$ 12,000.00	\$ 943.05	\$ 5,658.30	\$ 300.57	\$ 1,803.42	\$ 1,250.00	\$ 7,500.00	\$ 1,160.29	\$ 6,961.74	\$ 700.00	\$ 4,200.00
56	French Drain	LF	762	\$ 165.00	\$ 125,730.00	\$ 14.26	\$ 10,866.12	\$ 38.82	\$ 29,580.84	\$ 24.70	\$ 18,821.40	\$ 22.28	\$ 16,977.36	\$ 27.00	\$ 20,574.00
57	Bark or Wood Chip Mulch	CY	3,660	\$ 10.00	\$ 36,600.00	\$ 25.75	\$ 94,245.00	\$ 39.32	\$ 143,911.20	\$ 39.30	\$ 143,838.00	\$ 26.71	\$ 97,758.60	\$ 33.20	\$ 121,512.00
58	High Visibility Fence	LF	1,800	\$ 2.50	\$ 4,500.00	\$ 1.24	\$ 2,232.00	\$ 2.09	\$ 3,762.06	\$ 2.50	\$ 4,500.00	\$ 2.62	\$ 4,716.00	\$ 2.35	\$ 4,230.00
59	Cement Conc. Traffic Curb and Gutter	LF	3,250	\$ 17.00	\$ 55,250.00	\$ 9.00	\$ 29,250.00	\$ 8.22	\$ 26,715.00	\$ 13.00	\$ 42,250.00	\$ 10.79	\$ 35,067.50	\$ 12.80	\$ 41,600.00
60	Paint Line	LF	10,284	\$ 2.00	\$ 20,568.00	\$ 0.28	\$ 2,879.52	\$ 0.25	\$ 2,571.00	\$ 0.25	\$ 2,571.00	\$ 0.25	\$ 2,571.00	\$ 0.25	\$ 2,571.00
61	Plastic Traffic Arrow	EA	10	\$ 300.00	\$ 3,000.00	\$ 83.31	\$ 833.10	\$ 75.14	\$ 751.40	\$ 75.00	\$ 750.00	\$ 76.31	\$ 763.10	\$ 95.00	\$ 950.00
62	Plastic Bicycle Lane Symbol	EA	13	\$ 300.00	\$ 3,900.00	\$ 138.85	\$ 1,806.05	\$ 125.23	\$ 1,627.99	\$ 125.00	\$ 1,625.00	\$ 127.19	\$ 1,653.47	\$ 95.00	\$ 1,235.00
63	Permanent Signing	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 5,275.00	\$ 5,275.00	\$ 4,759.50	\$ 4,759.50	\$ 500.00	\$ 500.00	\$ 4,673.19	\$ 4,673.19	\$ 4,600.00	\$ 4,600.00
64	Illumination System	LS	1	\$ 71,100.00	\$ 71,100.00	\$ 95,635.00	\$ 95,635.00	\$ 86,258.85	\$ 86,258.85	\$ 90,399.00	\$ 90,399.00	\$ 89,836.54	\$ 89,836.54	\$ 91,700.00	\$ 91,700.00
65	Project Temporary Traffic Control	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 8,070.00	\$ 8,070.00	\$ 5,259.70	\$ 5,259.70	\$ 1,500.00	\$ 1,500.00	\$ 45,848.14	\$ 45,848.14	\$ 7,000.00	\$ 7,000.00
66	Type B Progress Schedule	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,155.00	\$ 1,155.00	\$ 1,002.00	\$ 1,002.00	\$ 500.00	\$ 500.00	\$ 3,823.30	\$ 3,823.30	\$ 2,600.00	\$ 2,600.00
67	Roadway Surveying	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16,661.90	\$ 16,661.90	\$ 10,019.15	\$ 10,019.15	\$ 21,000.00	\$ 21,000.00	\$ 9,920.61	\$ 9,920.61	\$ 10,300.00	\$ 10,300.00
68	Pervious Cement Conc. Sidewalk	SY	3,310	\$ 50.00	\$ 165,500.00	\$ 38.00	\$ 125,780.00	\$ 34.27	\$ 113,433.70	\$ 1.00	\$ 3,310.00	\$ 39.45	\$ 129,586.50	\$ 39.00	\$ 129,090.00
69	Gabion Cribbing	CY	550	\$ 150.00	\$ 82,500.00	\$ 126.50	\$ 69,575.00	\$ 122.23	\$ 67,226.50	\$ 71.00	\$ 39,050.00	\$ 103.06	\$ 56,683.00	\$ 125.00	\$ 68,750.00
70	Gravity Block Wall	SF	2,800	\$ 50.00	\$ 140,000.00	\$ 19.76	\$ 55,300.00	\$ 16.09	\$ 42,252.00	\$ 18.20	\$ 50,960.00	\$ 18.31	\$ 51,268.00	\$ 17.90	\$ 50,120.00
71	Roadside Cleanup	FA	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
72	Construction Geotextile for Separation	SY	15,676	\$ 3.75	\$ 58,785.00	\$ 0.51	\$ 7,994.78	\$ 0.56	\$ 8,778.56	\$ 1.10	\$ 17,243.60	\$ 0.66	\$ 10,346.18	\$ 1.05	\$ 16,459.80
73	Biaxial Geogrid	SY	12,191	\$ 5.00	\$ 60,955.00	\$ 1.91	\$ 23,284.81	\$ 1.95	\$ 23,772.45	\$ 3.30	\$ 40,230.30	\$ 4.20	\$ 51,202.20	\$ 5.70	\$ 69,488.70
74	Property Restoration	FA	1	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
75	Minor Change	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Schedule A Total</b>					\$ 3,976,426.50		\$ 2,826,852.04		\$ 2,792,943.91		\$ 2,908,123.80		\$ 2,821,721.21		\$ 2,816,801.55
1	Mobilization	LS	1	\$ 77,068.87	\$ 77,068.87	\$ 3,460.00	\$ 3,460.00	\$ 3,440.20	\$ 3,440.20	\$ 5,172.00	\$ 5,172.00	\$ 3,295.71	\$ 3,295.71	\$ 700.00	\$ 700.00
2	PVC Sanitary Sewer Pipe 12 In. Diam	LF	916	\$ 24.50	\$ 22,442.00	\$ 26.50	\$ 24,274.00	\$ 33.06	\$ 30,282.96	\$ 36.20	\$ 33,159.20	\$ 24.50	\$ 22,442.00	\$ 30.50	\$ 27,938.00
3	Manhole 48 In. Diam Type 1	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 2,460.00	\$ 7,380.00	\$ 2,651.96	\$ 7,955.88	\$ 2,426.00	\$ 7,278.00	\$ 2,143.27	\$ 6,429.81	\$ 2,500.00	\$ 7,500.00
4	Manhole 54 In. Diam Type 1	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 2,710.00	\$ 2,710.00	\$ 6,962.03	\$ 6,962.03	\$ 3,220.00	\$ 3,220.00	\$ 2,265.19	\$ 2,265.19	\$ 2,900.00	\$ 2,900.00
5	Project Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 580.00	\$ 580.00	\$ 2,504.69	\$ 2,504.69	\$ 1.00	\$ 1.00	\$ 14,405.55	\$ 14,405.55	\$ 400.00	\$ 400.00
6	Roadway Surveying	LS	1	\$ 580.00	\$ 580.00	\$ 580.00	\$ 580.00	\$ 405.76	\$ 405.76	\$ 525.00	\$ 525.00	\$ 2,035.00	\$ 2,035.00	\$ 450.00	\$ 450.00
7	Minor Change	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Schedule B Subtotal</b>					\$ 159,287.87		\$ 38,985.00		\$ 51,552.52		\$ 49,356.20		\$ 50,874.26		\$ 39,889.00
<b>8.6% Sales Tax</b>					\$ 13,698.757		\$ 3,352.710		\$ 4,433.517		\$ 4,244.633		\$ 4,375.186		\$ 3,430.45
<b>Schedule B Total</b>					\$ 172,986.63		\$ 42,337.71		\$ 55,986.04		\$ 53,600.83		\$ 55,249.45		\$ 43,319.45
<b>Grand Total (Schedule A + Schedule B)</b>					\$ 4,149,413.13		\$ 2,869,189.75		\$ 2,848,930.95		\$ 2,961,724.63		\$ 2,877,070.66		\$ 2,860,121.00

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighed entries denote math correction made.)



Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Tri-State Construction		Construct Company LLC		Granite Construction		Trimark Construction		Archer Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (10% of Roadway Construction)	LS	1	\$ 291,000.00	\$ 291,000.00	\$ 200,000.00	\$ 200,000.00	\$ 247,000.00	\$ 247,000.00	\$ 305,000.00	\$ 305,000.00	\$ 300,000.00	\$ 300,000.00	\$ 341,000.00	\$ 341,000.00
2	Clearing and Grubbing	ACRE	3	\$ 4,850.00	\$ 14,550.00	\$ 11,000.00	\$ 33,000.00	\$ 9,400.00	\$ 28,200.00	\$ 6,500.00	\$ 19,500.00	\$ 7,000.00	\$ 21,000.00	\$ 12,000.00	\$ 36,000.00
3	Removal of Structures and Obstructions	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,949.90	\$ 6,949.90	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Removing Property Fence	LF	220	\$ 4.00	\$ 880.00	\$ 4.00	\$ 880.00	\$ 4.80	\$ 1,056.00	\$ 6.00	\$ 1,320.00	\$ 4.00	\$ 880.00	\$ 4.00	\$ 880.00
5	Roadway Excavation Incl. Haul	CY	15,150	\$ 15.00	\$ 227,250.00	\$ 10.00	\$ 151,500.00	\$ 11.50	\$ 174,225.00	\$ 12.00	\$ 181,800.00	\$ 9.00	\$ 136,350.00	\$ 10.00	\$ 151,500.00
6	Gravel Borrow Incl. Haul	TON	5,800	\$ 13.00	\$ 75,400.00	\$ 13.00	\$ 75,400.00	\$ 21.00	\$ 121,800.00	\$ 16.50	\$ 95,700.00	\$ 12.00	\$ 69,600.00	\$ 15.00	\$ 87,000.00
7	Channel Excavation Incl. Haul	CY	2,100	\$ 9.00	\$ 18,900.00	\$ 14.00	\$ 29,400.00	\$ 12.00	\$ 25,200.00	\$ 38.00	\$ 79,800.00	\$ 11.00	\$ 23,100.00	\$ 20.00	\$ 42,000.00
8	Pond Excavation Incl. Haul	CY	1,950	\$ 8.00	\$ 15,600.00	\$ 13.00	\$ 25,350.00	\$ 12.00	\$ 23,400.00	\$ 27.00	\$ 52,650.00	\$ 11.00	\$ 21,450.00	\$ 12.00	\$ 23,400.00
9	Streambed Gravel	CY	1,100	\$ 30.00	\$ 33,000.00	\$ 30.00	\$ 33,000.00	\$ 31.00	\$ 34,100.00	\$ 27.00	\$ 29,700.00	\$ 40.00	\$ 44,000.00	\$ 30.00	\$ 33,000.00
10	AASHTO No. 3 Mix	CY	605	\$ 40.00	\$ 24,200.00	\$ 22.00	\$ 13,310.00	\$ 28.00	\$ 16,940.00	\$ 38.00	\$ 22,990.00	\$ 36.00	\$ 21,780.00	\$ 20.00	\$ 12,100.00
11	Preload	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 50,000.00	\$ 50,000.00	\$ 300,000.00	\$ 300,000.00	\$ 135,000.00	\$ 135,000.00	\$ 63,000.00	\$ 63,000.00	\$ 200,000.00	\$ 200,000.00
12	TR, 5 Al. Culy, Pipe 0.064 In. Th, 24 In. Diam.	LF	71	\$ 7.00	\$ 497.00	\$ 8.00	\$ 568.00	\$ 107.00	\$ 7,597.00	\$ 107.00	\$ 7,597.00	\$ 100.00	\$ 490.00	\$ 95.00	\$ 6,745.00
13	Adjust Manhole	EA	2	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 829.00	\$ 1,658.00	\$ 430.00	\$ 860.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
14	Catch Basin Type 1	EA	26	\$ 1,400.00	\$ 36,400.00	\$ 900.00	\$ 23,400.00	\$ 889.00	\$ 23,114.00	\$ 1,500.00	\$ 39,000.00	\$ 900.00	\$ 23,400.00	\$ 700.00	\$ 18,200.00
15	Catch Basin Type 2 48 In. Diam.	EA	2	\$ 200.00	\$ 400.00	\$ 1,900.00	\$ 3,800.00	\$ 2,100.00	\$ 4,200.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,400.00	\$ 2,800.00
16	Catch Basin Type 2 54 In. Diam.	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,200.00	\$ 2,200.00	\$ 2,600.00	\$ 2,600.00	\$ 3,900.00	\$ 3,900.00	\$ 2,200.00	\$ 2,200.00	\$ 1,800.00	\$ 1,800.00
17	Catch Basin Type 2 72 In. Diam.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,400.00	\$ 3,400.00	\$ 4,100.00	\$ 4,100.00	\$ 5,600.00	\$ 5,600.00	\$ 4,000.00	\$ 4,000.00	\$ 2,900.00	\$ 2,900.00
18	Flow Control Structure	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00	\$ 5,400.00	\$ 5,400.00	\$ 8,700.00	\$ 8,700.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
19	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam	LF	1,618	\$ 35.00	\$ 56,630.00	\$ 33.00	\$ 53,394.00	\$ 28.00	\$ 45,304.00	\$ 28.50	\$ 46,113.00	\$ 18.00	\$ 29,124.00	\$ 16.00	\$ 25,888.00
20	Corrugated Polyethylene Storm Sewer Pipe 15 In. Diam	LF	179	\$ 40.00	\$ 7,160.00	\$ 40.00	\$ 7,160.00	\$ 32.00	\$ 5,728.00	\$ 40.00	\$ 7,160.00	\$ 30.00	\$ 5,370.00	\$ 21.00	\$ 3,759.00
21	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam	LF	467	\$ 45.00	\$ 21,015.00	\$ 50.00	\$ 23,350.00	\$ 34.00	\$ 15,878.00	\$ 35.50	\$ 16,578.50	\$ 33.00	\$ 15,411.00	\$ 25.00	\$ 11,675.00
22	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	50	\$ 35.00	\$ 1,750.00	\$ 95.00	\$ 4,750.00	\$ 40.00	\$ 2,000.00	\$ 44.00	\$ 2,200.00	\$ 42.00	\$ 2,100.00	\$ 35.00	\$ 1,750.00
23	Aluminum Box Culvert	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 125,000.00	\$ 125,000.00	\$ 98,000.00	\$ 98,000.00	\$ 100,000.00	\$ 100,000.00	\$ 140,000.00	\$ 140,000.00	\$ 98,000.00	\$ 98,000.00
24	Structure Excavation, CL A	CY	800	\$ 32.00	\$ 25,600.00	\$ 11.00	\$ 8,800.00	\$ 23.00	\$ 18,400.00	\$ 0.01	\$ 8.00	\$ 18.00	\$ 14,400.00	\$ 14.00	\$ 11,200.00
25	Pedestrian Handrail	LF	1,600	\$ 110.00	\$ 176,000.00	\$ 93.00	\$ 148,800.00	\$ 58.00	\$ 89,600.00	\$ 67.00	\$ 107,200.00	\$ 65.00	\$ 104,000.00	\$ 92.00	\$ 147,200.00
26	6' Property Fence	LF	814	\$ 75.00	\$ 61,050.00	\$ 50.00	\$ 40,700.00	\$ 49.00	\$ 39,886.00	\$ 30.75	\$ 25,030.50	\$ 52.00	\$ 42,328.00	\$ 50.00	\$ 40,700.00
27	Ballast for Bearing Blanket	TON	7,560	\$ 25.00	\$ 189,000.00	\$ 14.00	\$ 105,840.00	\$ 19.00	\$ 143,640.00	\$ 16.50	\$ 124,740.00	\$ 11.00	\$ 83,160.00	\$ 16.00	\$ 120,960.00
28	Pervious Embankment Fill	TON	5,130	\$ 30.00	\$ 153,900.00	\$ 14.00	\$ 71,820.00	\$ 22.00	\$ 122,860.00	\$ 16.50	\$ 84,645.00	\$ 11.00	\$ 56,430.00	\$ 12.00	\$ 61,560.00
29	Crushed Surfacing Base Course	TON	11,475	\$ 18.50	\$ 212,287.50	\$ 18.00	\$ 206,550.00	\$ 17.50	\$ 200,812.50	\$ 16.50	\$ 189,337.50	\$ 14.00	\$ 160,650.00	\$ 16.00	\$ 183,600.00
30	Crushed Surfacing Top Course	TON	175	\$ 21.00	\$ 3,675.00	\$ 27.00	\$ 4,725.00	\$ 19.00	\$ 3,325.00	\$ 35.00	\$ 6,125.00	\$ 25.00	\$ 4,375.00	\$ 18.00	\$ 3,150.00
31	Asphalt Treated Base	TON	3,225	\$ 75.00	\$ 241,875.00	\$ 54.00	\$ 174,150.00	\$ 54.00	\$ 174,150.00	\$ 52.00	\$ 167,700.00	\$ 54.00	\$ 174,150.00	\$ 60.00	\$ 193,500.00
32	HMA Cl. 1/2" PG 64-22	TON	2,150	\$ 75.00	\$ 161,250.00	\$ 72.85	\$ 156,627.50	\$ 72.85	\$ 156,627.50	\$ 70.00	\$ 150,500.00	\$ 72.85	\$ 156,627.50	\$ 77.00	\$ 165,550.00
33	Silt Fence	LF	5,000	\$ 5.00	\$ 25,000.00	\$ 5.00	\$ 25,000.00	\$ 3.25	\$ 16,250.00	\$ 4.75	\$ 23,750.00	\$ 6.00	\$ 30,000.00	\$ 3.00	\$ 15,000.00
34	ESC Lead	DAY	90	\$ 10.00	\$ 900.00	\$ 4.00	\$ 360.00	\$ 1.00	\$ 90.00	\$ 1.00	\$ 90.00	\$ 50.00	\$ 4,500.00	\$ 1.00	\$ 90.00
35	Topsoil Type A	CY	2,810	\$ 30.00	\$ 84,300.00	\$ 31.00	\$ 87,110.00	\$ 29.00	\$ 81,490.00	\$ 52.00	\$ 146,120.00	\$ 30.00	\$ 84,300.00	\$ 28.00	\$ 78,680.00
36	Seeding Fertilizing and Mulching	ACRE	4	\$ 1,700.00	\$ 6,800.00	\$ 1,050.00	\$ 4,200.00	\$ 1,050.00	\$ 4,200.00	\$ 2,000.00	\$ 8,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,900.00	\$ 7,600.00
37	Stormwater Treatment Pond/Wetland Planting Seed Mix	ACRE	0.5	\$ 4,000.00	\$ 2,000.00	\$ 7,100.00	\$ 3,550.00	\$ 3,800.00	\$ 1,900.00	\$ 10,000.00	\$ 5,000.00	\$ 2,500.00	\$ 1,250.00	\$ 625.00	\$ 312.50
38	Emergent Stratum Seed Mix	ACRE	3.2	\$ 4,000.00	\$ 12,800.00	\$ 2,500.00	\$ 8,000.00	\$ 9,425.00	\$ 30,160.00	\$ 11,000.00	\$ 35,200.00	\$ 10,000.00	\$ 32,000.00	\$ 10,000.00	\$ 32,000.00
39	Erosion/Water Pollution Control	FA	1	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
40	SWPPP Preparation and Maintenance	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
41	PSIPE Pacific Willow 1 Gal.	EA	2,510	\$ 9.00	\$ 22,590.00	\$ 9.00	\$ 22,590.00	\$ 8.00	\$ 20,080.00	\$ 9.00	\$ 22,590.00	\$ 6.00	\$ 15,060.00	\$ 8.50	\$ 21,335.00
42	PSIPE Red-osier Dogwood 1 Gal.	EA	2,183	\$ 8.50	\$ 18,555.50	\$ 9.00	\$ 19,647.00	\$ 8.00	\$ 17,464.00	\$ 9.00	\$ 19,647.00	\$ 6.00	\$ 13,098.00	\$ 8.50	\$ 18,555.50
43	PSIPE Nootka rose 1 Gal.	EA	1,630	\$ 15.00	\$ 24,450.00	\$ 9.00	\$ 14,670.00	\$ 8.00	\$ 13,040.00	\$ 9.00	\$ 14,670.00	\$ 6.00	\$ 9,780.00	\$ 8.50	\$ 13,855.00
44	PSIPE Clustered rose 1 Gal.	EA	1,265	\$ 15.00	\$ 18,975.00	\$ 9.00	\$ 11,295.00	\$ 8.00	\$ 10,120.00	\$ 9.00	\$ 11,295.00	\$ 6.00	\$ 7,590.00	\$ 8.50	\$ 10,667.50

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.  
 (Highlighted entries denote math correction made.)





Certified Bid Tabulation - Ingraham Boulevard Corridor Improvements

Bid Opening: Nov. 19, 2009

Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Tri-State Construction		Construct Company LLC		Granite Construction		Trimax Construction		Archer Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
45	PSIPE Scouler's Willow 1 Gal.	EA	853	\$ 15.00	\$ 12,795.00	\$ 9.00	\$ 7,677.00	\$ 8.00	\$ 6,824.00	\$ 9.00	\$ 7,677.00	\$ 6.00	\$ 5,118.00	\$ 8.50	\$ 7,250.50
46	PSIPE Sitka willow 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 9.00	\$ 11,295.00	\$ 8.00	\$ 10,040.00	\$ 9.00	\$ 11,295.00	\$ 6.00	\$ 7,530.00	\$ 8.50	\$ 10,667.50
47	PSIPE Black twinberry 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 9.00	\$ 11,295.00	\$ 8.00	\$ 10,040.00	\$ 9.00	\$ 11,295.00	\$ 6.00	\$ 7,530.00	\$ 8.50	\$ 10,667.50
48	PSIPE Pacific ninebark 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 9.00	\$ 11,295.00	\$ 8.00	\$ 10,040.00	\$ 9.00	\$ 11,295.00	\$ 6.00	\$ 7,530.00	\$ 8.50	\$ 10,667.50
49	PSIPE Salmonberry 1 Gal.	EA	1,705	\$ 15.00	\$ 25,575.00	\$ 9.00	\$ 15,345.00	\$ 8.00	\$ 13,640.00	\$ 9.00	\$ 15,345.00	\$ 6.00	\$ 10,230.00	\$ 8.50	\$ 14,492.50
50	PSIPE Thinleberry 1 Gal.	EA	150	\$ 15.00	\$ 2,250.00	\$ 9.00	\$ 1,350.00	\$ 8.00	\$ 1,200.00	\$ 9.00	\$ 1,350.00	\$ 6.00	\$ 900.00	\$ 8.50	\$ 1,275.00
51	PSIPE Live Stake Pacific Willow	EA	1,800	\$ 15.00	\$ 27,000.00	\$ 2.00	\$ 3,600.00	\$ 3.50	\$ 6,300.00	\$ 4.00	\$ 7,200.00	\$ 4.00	\$ 7,200.00	\$ 4.00	\$ 7,200.00
52	PSIPE Live Stake Scouler's Willow	EA	1,800	\$ 15.00	\$ 27,000.00	\$ 2.00	\$ 3,600.00	\$ 3.50	\$ 6,300.00	\$ 4.00	\$ 7,200.00	\$ 4.00	\$ 7,200.00	\$ 4.00	\$ 7,200.00
53	Roughened rock toe and large woody debris	LF	125	\$ 182.00	\$ 22,750.00	\$ 200.00	\$ 25,000.00	\$ 230.00	\$ 28,750.00	\$ 19.50	\$ 2,437.50	\$ 60.00	\$ 7,500.00	\$ 40.00	\$ 5,000.00
54	Cair Logs	LF	258	\$ 15.00	\$ 3,870.00	\$ 5.00	\$ 1,290.00	\$ 10.00	\$ 2,580.00	\$ 10.00	\$ 2,580.00	\$ 5.00	\$ 1,290.00	\$ 6.00	\$ 1,548.00
55	Large Woody Debris	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 2,300.00	\$ 13,800.00	\$ 3,100.00	\$ 18,600.00	\$ 1,000.00	\$ 6,000.00	\$ 2,800.00	\$ 16,800.00	\$ 1,800.00	\$ 10,800.00
56	French Drain	LF	762	\$ 65.00	\$ 49,530.00	\$ 25.00	\$ 19,050.00	\$ 34.00	\$ 25,908.00	\$ 25.00	\$ 19,050.00	\$ 18.00	\$ 13,716.00	\$ 20.00	\$ 15,240.00
57	Bark or Wood Chip Mulch	CY	3,660	\$ 30.00	\$ 109,800.00	\$ 31.00	\$ 113,460.00	\$ 32.50	\$ 118,950.00	\$ 35.00	\$ 128,100.00	\$ 27.00	\$ 98,820.00	\$ 35.00	\$ 128,100.00
58	High Visibility Fence	LF	1,800	\$ 2.50	\$ 4,500.00	\$ 4.00	\$ 7,200.00	\$ 3.50	\$ 6,300.00	\$ 3.00	\$ 5,400.00	\$ 3.00	\$ 5,400.00	\$ 2.00	\$ 3,600.00
59	Cement Conc. Traffic Curb and Gutter	LF	3,250	\$ 17.00	\$ 55,250.00	\$ 8.50	\$ 27,625.00	\$ 12.50	\$ 40,625.00	\$ 32.00	\$ 104,000.00	\$ 9.00	\$ 29,250.00	\$ 11.00	\$ 35,750.00
60	Paint Line	LF	10,284	\$ 2.00	\$ 20,568.00	\$ 0.25	\$ 2,571.00	\$ 0.25	\$ 2,571.00	\$ 0.30	\$ 3,085.20	\$ 0.30	\$ 3,085.20	\$ 0.30	\$ 3,085.20
61	Plastic Traffic Arrow	EA	10	\$ 75.00	\$ 750.00	\$ 75.00	\$ 750.00	\$ 75.00	\$ 750.00	\$ 85.00	\$ 850.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
62	Plastic Bicycle Lane Symbol	EA	13	\$ 125.00	\$ 1,625.00	\$ 125.00	\$ 1,625.00	\$ 125.00	\$ 1,625.00	\$ 140.00	\$ 1,820.00	\$ 100.00	\$ 1,300.00	\$ 100.00	\$ 1,300.00
63	Permanent Signage	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00
64	Illumination System	LS	1	\$ 71,000.00	\$ 71,000.00	\$ 87,000.00	\$ 87,000.00	\$ 88,000.00	\$ 88,000.00	\$ 100,000.00	\$ 100,000.00	\$ 70,000.00	\$ 70,000.00	\$ 95,000.00	\$ 95,000.00
65	Project Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 29,000.00	\$ 29,000.00	\$ 28,000.00	\$ 28,000.00	\$ 100,000.00	\$ 100,000.00
66	Type B Progress Schedule	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
67	Roadway Surveying	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 13,500.00	\$ 13,500.00	\$ 19,000.00	\$ 19,000.00	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00
68	Pervious Cement Conc. Sidewalk	SY	3,310	\$ 50.00	\$ 165,500.00	\$ 40.00	\$ 132,400.00	\$ 42.60	\$ 141,006.00	\$ 5.00	\$ 16,550.00	\$ 42.00	\$ 139,020.00	\$ 37.00	\$ 122,470.00
69	Gabion Cribbing	CY	550	\$ 150.00	\$ 82,500.00	\$ 85.00	\$ 46,750.00	\$ 44.00	\$ 24,200.00	\$ 140.00	\$ 77,000.00	\$ 100.00	\$ 55,000.00	\$ 100.00	\$ 55,000.00
70	Gravity Block Wall	SF	2,800	\$ 20,000.00	\$ 56,000.00	\$ 25.00	\$ 70,000.00	\$ 22.00	\$ 61,600.00	\$ 16.00	\$ 44,800.00	\$ 22.00	\$ 61,600.00	\$ 22.00	\$ 61,600.00
71	Roadside Cleanup	FA	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
72	Construction Geotextile for Separation	SY	15,676	\$ 3.75	\$ 58,785.00	\$ 1.00	\$ 15,676.00	\$ 4.00	\$ 62,712.00	\$ 1.15	\$ 18,027.40	\$ 0.75	\$ 11,757.00	\$ 1.00	\$ 15,676.00
73	Biaxial Geogrid	SY	12,191	\$ 5.00	\$ 60,955.00	\$ 3.00	\$ 36,573.00	\$ 2.50	\$ 30,477.50	\$ 5.50	\$ 67,050.50	\$ 5.00	\$ 60,955.00	\$ 3.00	\$ 36,573.00
74	Property Restoration	FA	1	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
75	Minor Change	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Schedule A Total</b>					\$ 3,375,426.50		\$ 3,051,236.50		\$ 3,389,818.50		\$ 3,401,425.00		\$ 3,006,938.70		\$ 3,414,063.70
1	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
2	PVC Sanitary Sewer Pipe 12 in. Diam	LF	916	\$ 35.00	\$ 32,060.00	\$ 35.00	\$ 32,060.00	\$ 52.00	\$ 47,832.00	\$ 33.00	\$ 30,228.00	\$ 24.00	\$ 21,984.00	\$ 36.00	\$ 32,976.00
3	Manhole 48 In. Diam Type 1	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 3,500.00	\$ 10,500.00	\$ 2,300.00	\$ 6,900.00	\$ 3,000.00	\$ 9,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,400.00	\$ 7,200.00
4	Manhole 64 In. Diam Type 1	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00	\$ 2,800.00	\$ 2,800.00
5	Project Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 800.00	\$ 800.00	\$ 7,200.00	\$ 7,200.00
6	Roadway Surveying	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 3,500.00	\$ 3,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
7	Minor Change	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Schedule B Subtotal</b>					\$ 159,287.87		\$ 56,461.00		\$ 71,133.00		\$ 49,029.00		\$ 38,785.00		\$ 56,677.00
<b>8.6% Sales Tax</b>					\$ 13,698.76		\$ 4,855.65		\$ 6,134.64		\$ 4,216.49		\$ 3,463.51		\$ 4,788.22
<b>Schedule B Total</b>					\$ 172,986.63		\$ 61,316.65		\$ 77,267.64		\$ 53,245.49		\$ 42,248.51		\$ 61,465.22
<b>Grand Total (Schedule A + Schedule B)</b>					\$ 3,548,413.13		\$ 3,112,553.15		\$ 3,467,086.14		\$ 3,454,670.49		\$ 3,049,187.21		\$ 3,475,528.92

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.  
 (Highlighted entries denote math correction made.)



Certified Bid Tabulation - Ingraham Boulevard Corridor Improvements

Bid Opening: Nov. 19, 2009

Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Interwest Construction		Sirder Construction		Aero Construction		Universal Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (10% of Roadway Construction)	LS	1	\$ 291,000.00	\$ 291,000.00	\$ 135,000.00	\$ 135,000.00	\$ 200,000.00	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00
2	Clearing and Grubbing	ACRE	3	\$ 4,850.00	\$ 14,550.00	\$ 4,500.00	\$ 13,500.00	\$ 4,000.00	\$ 12,000.00	\$ 4,500.00	\$ 13,500.00	\$ 5,630.00	\$ 16,890.00
3	Removal of Structures and Obstructions	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,500.00	\$ 3,500.00	\$ 14,605.00	\$ 14,605.00	\$ 7,220.00	\$ 7,220.00
4	Removing Property Fence	LF	220	\$ 3.00	\$ 660.00	\$ 5.00	\$ 1,100.00	\$ 2.50	\$ 550.00	\$ 4.00	\$ 880.00	\$ 2.00	\$ 440.00
5	Roadway Excavation Incl. Haul	CY	15,150	\$ 15.00	\$ 227,250.00	\$ 11.00	\$ 166,650.00	\$ 8.00	\$ 121,200.00	\$ 9.00	\$ 136,350.00	\$ 10.00	\$ 151,500.00
6	Gravel Borrow Incl. Haul	TON	5,800	\$ 13.00	\$ 75,400.00	\$ 12.50	\$ 72,500.00	\$ 12.00	\$ 69,600.00	\$ 8.50	\$ 49,300.00	\$ 11.00	\$ 63,800.00
7	Channel Excavation Incl. Haul	CY	2,100	\$ 9.00	\$ 18,900.00	\$ 17.00	\$ 35,700.00	\$ 18.00	\$ 37,800.00	\$ 22.00	\$ 46,200.00	\$ 45.00	\$ 94,500.00
8	Pond Excavation Incl. Haul	CY	1,950	\$ 8.00	\$ 15,600.00	\$ 14.00	\$ 27,300.00	\$ 12.00	\$ 23,400.00	\$ 26.00	\$ 50,700.00	\$ 45.00	\$ 87,750.00
9	Streambed Gravel	CY	1,100	\$ 30.00	\$ 33,000.00	\$ 40.00	\$ 44,000.00	\$ 45.00	\$ 49,500.00	\$ 28.00	\$ 28,600.00	\$ 33.00	\$ 36,300.00
10	AASHTO No. 3 Mix	CY	605	\$ 40.00	\$ 24,200.00	\$ 18.00	\$ 10,899.00	\$ 24.00	\$ 14,520.00	\$ 175.00	\$ 105,875.00	\$ 18.00	\$ 10,899.00
11	Preload	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 56,000.00	\$ 56,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
12	TR. 5 Al. Cuv. Pipe 0.064 In. Th. 24 In. Diam.	LF	71	\$ 100.00	\$ 7,100.00	\$ 105.00	\$ 7,455.00	\$ 90.00	\$ 6,300.00	\$ 1,750.00	\$ 124,250.00	\$ 86.00	\$ 6,106.00
13	Adjust Manhole	EA	2	\$ 500.00	\$ 1,000.00	\$ 325.00	\$ 650.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 300.00	\$ 600.00
14	Catch Basin Type 1	EA	26	\$ 1,100.00	\$ 28,600.00	\$ 850.00	\$ 22,100.00	\$ 1,000.00	\$ 26,000.00	\$ 850.00	\$ 22,100.00	\$ 650.00	\$ 16,900.00
15	Catch Basin Type 2 48 In. Diam.	EA	2	\$ 200.00	\$ 400.00	\$ 1,865.00	\$ 3,730.00	\$ 2,000.00	\$ 4,000.00	\$ 3,560.00	\$ 7,120.00	\$ 2,000.00	\$ 4,000.00
16	Catch Basin Type 2 54 In. Diam.	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,075.00	\$ 2,075.00	\$ 3,000.00	\$ 3,000.00	\$ 4,250.00	\$ 4,250.00	\$ 2,200.00	\$ 2,200.00
17	Catch Basin Type 2 72 In. Diam.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,125.00	\$ 3,125.00	\$ 3,000.00	\$ 3,000.00	\$ 5,580.00	\$ 5,580.00	\$ 3,000.00	\$ 3,000.00
18	Flow Control Structure	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,100.00	\$ 5,100.00	\$ 5,500.00	\$ 5,500.00	\$ 2,250.00	\$ 2,250.00	\$ 5,000.00	\$ 5,000.00
19	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam	LF	1,618	\$ 36.00	\$ 58,630.00	\$ 18.00	\$ 29,124.00	\$ 18.00	\$ 29,124.00	\$ 22.00	\$ 35,598.00	\$ 18.00	\$ 29,124.00
20	Corrugated Polyethylene Storm Sewer Pipe 15 In. Diam	LF	179	\$ 40.00	\$ 7,160.00	\$ 28.00	\$ 5,012.00	\$ 25.00	\$ 4,475.00	\$ 26.00	\$ 4,654.00	\$ 30.00	\$ 5,370.00
21	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	LF	467	\$ 45.00	\$ 21,015.00	\$ 33.00	\$ 15,411.00	\$ 32.00	\$ 14,944.00	\$ 32.00	\$ 14,944.00	\$ 25.00	\$ 11,675.00
22	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	50	\$ 35.00	\$ 1,750.00	\$ 38.00	\$ 1,900.00	\$ 35.00	\$ 1,750.00	\$ 30.00	\$ 1,500.00	\$ 49.00	\$ 2,000.00
23	Aluminum Box Culvert	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 105,000.00	\$ 105,000.00	\$ 120,000.00	\$ 120,000.00	\$ 330,734.22	\$ 330,734.22	\$ 85,000.00	\$ 85,000.00
24	Structure Excavation, CL A	CY	800	\$ 32.00	\$ 25,600.00	\$ 8.25	\$ 6,600.00	\$ 8.00	\$ 6,400.00	\$ 125.00	\$ 100,000.00	\$ 8.00	\$ 6,400.00
25	Pedestrian Handrail	LF	1,600	\$ 110.00	\$ 176,000.00	\$ 75.00	\$ 120,000.00	\$ 72.00	\$ 115,200.00	\$ 65.00	\$ 104,000.00	\$ 40.00	\$ 64,000.00
26	6' Property Fence	LF	814	\$ 75.00	\$ 61,050.00	\$ 45.00	\$ 36,630.00	\$ 47.00	\$ 38,258.00	\$ 9.50	\$ 7,733.00	\$ 40.00	\$ 32,560.00
27	Ballast for Bearing Blanket	TON	7,560	\$ 25.00	\$ 189,000.00	\$ 14.00	\$ 105,840.00	\$ 20.00	\$ 151,200.00	\$ 9.95	\$ 75,222.00	\$ 11.00	\$ 83,160.00
28	Pervious Embankment Fill	TON	5,130	\$ 30.00	\$ 153,900.00	\$ 14.00	\$ 71,820.00	\$ 15.00	\$ 76,950.00	\$ 9.90	\$ 50,787.00	\$ 11.00	\$ 56,430.00
29	Crushed Surfacing Base Course	TON	11,475	\$ 14.50	\$ 166,487.50	\$ 14.00	\$ 160,650.00	\$ 20.00	\$ 229,500.00	\$ 10.10	\$ 115,897.50	\$ 15.00	\$ 172,125.00
30	Crushed Surfacing Top Course	TON	175	\$ 21.00	\$ 3,675.00	\$ 22.00	\$ 3,850.00	\$ 20.00	\$ 3,500.00	\$ 10.10	\$ 1,767.50	\$ 20.00	\$ 3,500.00
31	Asphalt Treated Base	TON	3,225	\$ 75.00	\$ 241,875.00	\$ 56.00	\$ 180,600.00	\$ 58.00	\$ 187,050.00	\$ 60.25	\$ 194,306.25	\$ 59.00	\$ 190,275.00
32	HMA Cl. 1/2" PG 64-22	TON	2,150	\$ 75.00	\$ 161,250.00	\$ 72.00	\$ 154,800.00	\$ 74.00	\$ 159,400.00	\$ 69.50	\$ 149,425.00	\$ 74.00	\$ 152,650.00
33	Silt Fence	LF	5,000	\$ 3.50	\$ 17,500.00	\$ 3.25	\$ 16,250.00	\$ 2.50	\$ 12,500.00	\$ 3.65	\$ 18,250.00	\$ 5.00	\$ 20,000.00
34	ESC Lead	DAY	90	\$ 130.00	\$ 11,700.00	\$ 50.00	\$ 4,500.00	\$ 100.00	\$ 9,000.00	\$ 50.00	\$ 4,500.00	\$ 100.00	\$ 9,000.00
35	Topsoil Type A	CY	2,810	\$ 10.00	\$ 28,100.00	\$ 24.00	\$ 67,440.00	\$ 28.00	\$ 78,680.00	\$ 30.00	\$ 84,300.00	\$ 33.00	\$ 92,730.00
36	Seeding Fertilizing and Mulching	ACRE	4	\$ 1,700.00	\$ 6,800.00	\$ 1,795.00	\$ 7,180.00	\$ 1,750.00	\$ 7,000.00	\$ 4,500.00	\$ 18,000.00	\$ 2,500.00	\$ 10,000.00
37	Stormwater Treatment Pond/Wetland Planting Seed Mix	ACRE	0.5	\$ 4,000.00	\$ 2,000.00	\$ 8,500.00	\$ 4,250.00	\$ 15,000.00	\$ 7,500.00	\$ 7,080.00	\$ 3,540.00	\$ 15,000.00	\$ 7,500.00
38	Emergent Stratum Seed Mix	ACRE	3.2	\$ 4,000.00	\$ 12,800.00	\$ 9,425.00	\$ 30,160.00	\$ 10,000.00	\$ 32,000.00	\$ 8,850.00	\$ 21,920.00	\$ 11,000.00	\$ 35,200.00
39	Erosion/Water Pollution Control	FA	1	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
40	SWPPP Preparation and Maintenance	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
41	PSIPE Pacific Willow 1 Gal.	EA	2,510	\$ 7.50	\$ 18,825.00	\$ 8.00	\$ 20,080.00	\$ 6.00	\$ 15,060.00	\$ 7.00	\$ 17,570.00	\$ 8.00	\$ 20,080.00
42	PSIPE Red-osier Dogwood 1 Gal.	EA	2,183	\$ 15.00	\$ 32,745.00	\$ 8.00	\$ 17,464.00	\$ 6.00	\$ 13,098.00	\$ 7.00	\$ 15,281.00	\$ 8.00	\$ 17,464.00
43	PSIPE Nootka rose 1 Gal.	EA	1,630	\$ 15.00	\$ 24,450.00	\$ 8.00	\$ 13,040.00	\$ 6.00	\$ 9,780.00	\$ 7.00	\$ 11,410.00	\$ 8.00	\$ 13,040.00
44	PSIPE Clustered rose 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 8.00	\$ 10,040.00	\$ 6.00	\$ 7,530.00	\$ 7.00	\$ 8,785.00	\$ 8.00	\$ 10,040.00

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.  
(Highlighted entries denote math correction made.)



Item No.	Bid Item Description with Unit Priced Bid	Unit	Approx. Qty.	Engineer's Estimate		Interwest Construction		Strider Construction		Aero Construction		Universal Construction	
				Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
46	PSIPE Sitka willow 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 8.00	\$ 10,040.00	\$ 6.00	\$ 7,530.00	\$ 4.00	\$ 5,020.00	\$ 8.00	\$ 10,040.00
47	PSIPE Black twinberry 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 8.00	\$ 10,040.00	\$ 6.00	\$ 7,530.00	\$ 4.00	\$ 5,020.00	\$ 8.00	\$ 10,040.00
48	PSIPE Pacific ninebark 1 Gal.	EA	1,255	\$ 15.00	\$ 18,825.00	\$ 8.00	\$ 10,040.00	\$ 6.00	\$ 7,530.00	\$ 7.00	\$ 8,785.00	\$ 8.00	\$ 10,040.00
49	PSIPE Salmonberry 1 Gal.	EA	1,705	\$ 15.00	\$ 25,575.00	\$ 8.00	\$ 13,640.00	\$ 6.00	\$ 10,230.00	\$ 7.00	\$ 11,935.00	\$ 8.00	\$ 13,640.00
50	PSIPE Thimbleberry 1 Gal.	EA	150	\$ 15.00	\$ 2,250.00	\$ 8.00	\$ 1,200.00	\$ 6.00	\$ 900.00	\$ 7.00	\$ 1,050.00	\$ 8.00	\$ 1,200.00
51	PSIPE Live Stake Pacific Willow	EA	1,800	\$ 15.00	\$ 27,000.00	\$ 3.50	\$ 6,300.00	\$ 3.00	\$ 5,400.00	\$ 3.00	\$ 5,400.00	\$ 4.00	\$ 7,200.00
52	PSIPE Live Stake Scouter's Willow	EA	1,800	\$ 15.00	\$ 27,000.00	\$ 3.50	\$ 6,300.00	\$ 3.00	\$ 5,400.00	\$ 3.00	\$ 5,400.00	\$ 4.00	\$ 7,200.00
53	Roughened rock toe and large woody debris	LF	125	\$ 182.00	\$ 22,750.00	\$ 9.00	\$ 1,125.00	\$ 70.00	\$ 8,750.00	\$ 23.00	\$ 2,875.00	\$ 50.00	\$ 6,250.00
54	Coir Logs	LF	258	\$ 15.00	\$ 3,870.00	\$ 5.22	\$ 1,346.76	\$ 6.00	\$ 1,548.00	\$ 10.00	\$ 2,580.00	\$ 25.00	\$ 6,450.00
55	Large Woody Debris	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 875.00	\$ 5,250.00	\$ 1,250.00	\$ 7,500.00	\$ 850.00	\$ 5,100.00	\$ 500.00	\$ 3,000.00
56	French Drain	LF	762	\$ 65.00	\$ 49,530.00	\$ 20.00	\$ 15,240.00	\$ 10.00	\$ 7,620.00	\$ 24.00	\$ 18,288.00	\$ 30.00	\$ 22,860.00
57	Bark or Wood Chip Mulch	CY	3,660	\$ 10.00	\$ 36,600.00	\$ 30.00	\$ 109,800.00	\$ 25.00	\$ 91,500.00	\$ 22.00	\$ 80,520.00	\$ 42.00	\$ 153,720.00
58	High Visibility Fence	LF	1,800	\$ 2.50	\$ 4,500.00	\$ 2.00	\$ 3,600.00	\$ 2.00	\$ 3,600.00	\$ 3.00	\$ 5,400.00	\$ 3.00	\$ 5,400.00
59	Cement Conc. Traffic Curb and Gutter	LF	3,250	\$ 17.00	\$ 55,250.00	\$ 9.50	\$ 30,875.00	\$ 11.00	\$ 35,750.00	\$ 14.00	\$ 45,500.00	\$ 11.00	\$ 35,750.00
60	Paint Line	LF	10,284	\$ 2.00	\$ 20,568.00	\$ 0.25	\$ 2,571.00	\$ 0.20	\$ 2,056.80	\$ 1.25	\$ 12,855.00	\$ 0.25	\$ 2,571.00
61	Plastic Traffic Arrow	EA	10	\$ 300.00	\$ 3,000.00	\$ 92.00	\$ 920.00	\$ 90.00	\$ 900.00	\$ 75.00	\$ 750.00	\$ 92.00	\$ 920.00
62	Plastic Bicycle Lane Symbol	EA	13	\$ 300.00	\$ 3,900.00	\$ 92.00	\$ 1,196.00	\$ 125.00	\$ 1,625.00	\$ 75.00	\$ 975.00	\$ 92.00	\$ 1,196.00
63	Permanent Signing	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,900.00	\$ 3,900.00
64	Illumination System	LS	1	\$ 74,100.00	\$ 74,100.00	\$ 87,000.00	\$ 87,000.00	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00	\$ 86,094.00	\$ 86,094.00
65	Project Temporary Traffic Control	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00
66	Type B Progress Schedule	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00
67	Roadway Surveying	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,500.00	\$ 14,500.00	\$ 15,000.00	\$ 15,000.00
68	Pervious Cement Conc. Sidewalk	SY	3,310	\$ 50.00	\$ 165,500.00	\$ 35.00	\$ 115,850.00	\$ 25.00	\$ 82,750.00	\$ 32.00	\$ 105,920.00	\$ 10.00	\$ 33,100.00
69	Gabion Cribbing	CY	560	\$ 150.00	\$ 84,000.00	\$ 120.00	\$ 66,000.00	\$ 110.00	\$ 60,500.00	\$ 72.50	\$ 39,875.00	\$ 100.00	\$ 56,000.00
70	Gravity Block Wall	SF	2,800	\$ 50.00	\$ 140,000.00	\$ 16.50	\$ 46,200.00	\$ 16.00	\$ 44,800.00	\$ 22.00	\$ 61,600.00	\$ 20.00	\$ 56,000.00
71	Roadside Cleanup	FA	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
72	Construction Geotextile for Separation	SY	15,676	\$ 3.75	\$ 58,795.00	\$ 1.00	\$ 15,676.00	\$ 1.00	\$ 15,676.00	\$ 2.00	\$ 31,352.00	\$ 1.00	\$ 15,676.00
73	Biaxial Geogrid	SY	12,191	\$ 6.50	\$ 79,241.50	\$ 6.50	\$ 79,241.50	\$ 6.20	\$ 75,584.20	\$ 6.00	\$ 73,148.00	\$ 4.50	\$ 54,859.50
74	Property Restoration	FA	1	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
75	Minor Change	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Schedule A Total</b>					\$ 3,075,426.50		\$ 2,840,292.26		\$ 2,983,748.00		\$ 3,199,930.47		\$ 2,774,783.50
1	Mobilization	LS	1	\$ 77,066.87	\$ 77,066.87	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
2	PVC Sanitary Sewer Pipe 12 In. Diam	LF	916	\$ 45.00	\$ 41,220.00	\$ 32.00	\$ 29,312.00	\$ 20.00	\$ 18,320.00	\$ 65.00	\$ 59,540.00	\$ 27.00	\$ 24,732.00
3	Manhole 48 In. Diam Type 1	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 1,850.00	\$ 5,550.00	\$ 1,700.00	\$ 5,100.00	\$ 5,500.00	\$ 16,500.00	\$ 2,000.00	\$ 6,000.00
4	Manhole 54 In. Diam Type 1	EA	1	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 6,500.00	\$ 6,500.00	\$ 2,800.00	\$ 2,800.00
5	Project Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
6	Roadway Surveying	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 3,500.00	\$ 3,500.00	\$ 800.00	\$ 800.00
7	Minor Change	CALC	1	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<b>Schedule B Subtotal</b>					\$ 189,287.87		\$ 39,363.00		\$ 28,872.00		\$ 87,541.00		\$ 35,333.00
<b>8.6% Sales Tax</b>					\$ 13,638.75		\$ 3,385.218		\$ 2,482.992		\$ 7,528.526		\$ 3,039.839
<b>Schedule B Total</b>					\$ 202,926.63		\$ 42,748.22		\$ 31,354.99		\$ 95,069.53		\$ 38,372.84
<b>Grand Total (Schedule A + Schedule B)</b>					\$ 3,278,353.13		\$ 2,883,040.48		\$ 3,015,102.99		\$ 3,295,000.00		\$ 2,813,156.24

We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.  
(Highlighted entries denote math correction made.)



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# NOTICE OF HEARING

## Before the City Council

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Notice is hereby given that a Public Hearing will be held at City Council Chambers, located at 1049 State Avenue, on **Monday, December 14, 2009, at 7:00 PM**, to consider enacting a new Chapter 3.103 Marysville Municipal Code entitled Multifamily Housing Property Tax Exemption, which will apply to a designated residentially targeted area, the Downtown Master Plan area, described below.

**Proponent:** City of Marysville

**File Number:** PA 09031

**Residential target area:** Area bounded by 8th Street to the north, Ebey Slough to the south, Alder Avenue to the east, and I-5 to the west. The Downtown Master Plan area is approximately 182 acres in size.

Any person may appear at the hearing and be heard in support of, or in opposition to this proposal. Additional information may be obtained at the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, Washington 98270.

**Project Information:** Gloria Hirashima  
Community Development Director  
[ghirashima@marysvillewa.gov](mailto:ghirashima@marysvillewa.gov)  
(360) 363-8100

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the ADA Coordinator at (360) 363-8084 or 1-800-833-6399 (TDD Only) or 1-800-833-6384 (Voice Relay) two days prior to the meeting date if any special accommodations are needed.

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**THIS NOTICE IS NOT BE REMOVED, CONCEALED OR  
MUTILATED BEFORE DATE OF HEARING**

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# NOTICE OF HEARING

## Before the City Council

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Notice is hereby given that a Public Hearing will be held at City Council Chambers, located at 1049 State Avenue, on **Monday, December 14, 2009, at 7:00 PM**, to consider establishing development regulations for Master Planned Senior Communities, amending MMC 19.08.030 to add Master Planned Senior Communities to the table of residential land uses, and adopting a new Chapter 19.47 of the Marysville Municipal Code.

**Proponent:** City of Marysville  
**File Number:** PA 09013  
**Location:** City of Marysville

Any person may appear at the hearing and be heard in support of, or in opposition to this proposal. Additional information may be obtained at the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, Washington 98270.

**Project Information:** Gloria Hirashima  
Community Development Director  
[ghirashima@marysvillewa.gov](mailto:ghirashima@marysvillewa.gov)  
(360) 363-8100

**Special Accommodations:** The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the ADA Coordinator at (360) 363-8084 or 1-800-833-6399 (TDD Only) or 1-800-833-6384 (Voice Relay) two days prior to the meeting date if any special accommodations are needed.

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**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: PA 04-034 Plat of Palmer Place – Plat Extension	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Planning Manager – Land Use	APPROVED BY: <i>CDD for JH</i>	
ATTACHMENTS: 1. Letter from Centex Homes dated 11/03/2009 2. Section 20.12.120 MMC (Limitations on Approval) 3. Plat Map 4. Vicinity Map		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

The applicant is requesting a three-year extension for the plat of Palmer Place pursuant to Section 20.12.120 of the MMC. On May 17<sup>th</sup>, 2005, the Hearing Examiner approved the preliminary plat of Palmer Place PRD, creating 30-lots on approximately 9.2 acres. The site is generally located on the west side of 83<sup>rd</sup> Ave NE, south of 84<sup>th</sup> St NE, at a site address of 8106 83<sup>rd</sup> Ave NE.

The preliminary plat will expire on May 17<sup>th</sup>, 2010. According to 20.12.120 MMC to qualify for the one-time, 36-month time extension, the applicant must file a sworn and notarized declaration (Attachment 1) that the final plat is being delayed due to adverse market conditions and inability to secure financing. Additionally, City records indicate that Centex Homes is current on all invoices related to the subdivision review.

RECOMMENDED ACTION: City staff recommends the Council approve the one-time, 36-month plat extension for the Plat of Palmer Place.
COUNCIL ACTION:



November 3, 2009

Phone: 425 216-3400  
Phone: 800 723-6839  
Fax: 425 216-3401  
www.centexhomes.com

Marysville City Council  
c/o Gloria Hirahisma  
Community Development Director  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

RE: Palmer Place – File number: PA 04034

Dear Ms. Hirahisma,

Please accept this sworn notarized declaration on the status of Palmer Place as the one time request for a 36 month extension. As you may recall, the plat of Palmer Place received preliminary approval on May 17, 2005. Since that time, we have obtained construction plan approval for Palmer Place and we have continued the build out of our adjoining plat of Copper Creek, Phases I through IV. It is the intent of Centex Homes to add Palmer Place to the Copper Creek community when housing sales support it's build out and local economic conditions improve. Currently, sales in the copper creek community have been slow and the project closeout is far behind schedule as a result.

Due to these adverse market conditions and the current value of the Palmer project, financial underwriting criteria cannot be met and funds necessary to complete the project in today's economic state are unavailable. Pursuant to Section 20.12.120 of the Marysville Code, Centex Homes requests a one time 36 month extension of the preliminary plat approval for the plat of Palmer Place. An extension may be granted by the City Council if a written request is received at least 30 days prior to the expiration of the plat.

This written request is submitted more then 30 days before the expiration of the plat. Centex is current in all invoices for this plat and Centex is unable to proceed with this project at this time due to adverse market conditions and economic impacts.

Sworn before a Notary Public of the State of Washington on the day above listed.



Rob Purser  
Vice President of Land Acquisitions

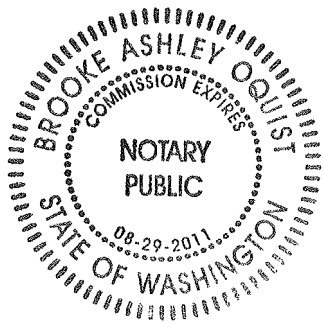


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 3rd day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Rob Purser known to me to be the Vice President of Land Acq. of Centex Real Estate Corporation, the managing general partner of **CENTEX HOMES**, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Brooke Ashley Oquist  
Signature

Brooke Ashley Oquist  
Print Name

NOTARY PUBLIC in and for the State of  
Washington, residing at Bothell.  
My commission expires 08/29/2011.

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**20.12.120 Limitations on approval.**

Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The five-year time frame shall commence from the effective date of the decision approving the subdivision. An extension may be granted by the city council for one year if the applicant has attempted in good faith to submit the final plat within the five-year time period; provided, however, the applicant must file a written request with the city council requesting the extension at least 30 days before expiration of the five-year period.

Exception: Effective until December 31, 2011, a one-time, 36-month time extension, minus any previously approved time extension, may be granted by the city council for any unexpired preliminary plat approved prior to December 31, 2007, if the applicant or successor:

- (1) Files with the city council a sworn and notarized declaration that final subdivision approval will be delayed as a result of adverse market conditions and inability of the applicant to secure financing; and
  - (2) Is current on all invoices for work performed by the department on the subdivision review. (Ord. 2784 § 4, 2009; Ord. 2527 § 1, 2004; Ord. 2090, 1996; Ord. 1986, 1994).
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**CITY OF MARYSVILLE  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Historic property special valuation Marysville Opera House at 1225 3 <sup>rd</sup> Street	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Angela Gemmer, Associate Planner	<b>APPROVED BY:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Memo to City Council dated 11/25/09</li> <li>2. MMC Chapter 3.89 – <i>Historic Property Special Valuation</i></li> <li>3. Chapter 84.26 RCW – <i>Historic Property</i></li> <li>4. Chapter 254-20 WAC – <i>Special Valuation for Historic Properties</i></li> <li>5. Memo to Planning Commission dated 11/18/09</li> <li>6. Planning Commission minutes dated 11/24/09</li> <li>7. Historic Preservation Agreement</li> <li>8. Summary of qualifying rehabilitation work</li> <li>9. Assessor’s valuation of property at start of work</li> <li>10. Application and associated materials (floor plan, project narrative, photographs of rehabilitation work, documentation verifying structure is in National Register of Historic Places)</li> </ol>	<b>MAYOR</b>	<b>CAO</b>

**DESCRIPTION:**

An application for historic property special valuation was received by the Snohomish County Assessor requesting property tax exemption, in accordance with RCW 84.26 – *Historic Property*, for rehabilitation work to the Marysville Opera House at 1225 3<sup>rd</sup> Street. In accordance with MMC Section 3.89.020, the City Council reviews the application in accordance with MMC Section 3.89.030 before December 31<sup>st</sup> of the year in which application is made, certifies the decision in writing, and subsequently files the decision with the Assessor within 10 days of issuance. The Planning Commission (PC) reviewed the application and associated submittal documents on November 24, 2009, and made a motion to recommend execution of a *Historic Preservation Agreement* by Marysville City Council in order for the applicant to receive the requested exemption.

**RECOMMENDED ACTION:**

Affirm the PC’s recommendation and execute a Historic Preservation Agreement.

**COUNCIL ACTION:**



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

MEMORANDUM

DATE: November 25, 2009

TO: City Council

FROM: Angela Gemmer, Associate Planner

RE: Historic property special valuation – Marysville Opera House at 1225 3<sup>rd</sup> Street (PA09037)

An application for historic property special valuation for the above-referenced property was received by the Snohomish County Assessor on September 2, 2009 requesting property tax exemption in accordance with RCW 84.26, *Historic Property*. In order to qualify for the property tax exemption, an applicant needs to demonstrate the following:

- The property is historic property;
- The property is included within a class of historic property determined eligible for special valuation by the City of Marysville;
- The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) (at least twenty-five percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation) within 24 months prior to the date of application (see attached summary);
- The property has not been altered in any way which adversely affects those elements which qualify it as historically significant; and
- The property complies with the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties set forth in WAC 254-20-100.

Based on the materials submitted, the application appears to comply with the standards outlined above. Specifically, the applicant has demonstrated that work valued at 25 percent of the assessed value of the structure has occurred within 24 months of the date of application, and the work appears to comply with WAC 254-20-100. In accordance with MMC Section 3.89.020, the City Council reviews the application in accordance with MMC Section 3.89.030 before December 31<sup>st</sup> of the year in which application is made, certifies the decision in writing, and subsequently files the decision with the Assessor within 10 days of issuance. The Planning Commission has made a recommendation to City Council to execute a Historic Preservation Agreement in order for the applicant to receive the requested exemption.

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**Chapter 3.89**  
**HISTORIC PROPERTY SPECIAL PROPERTY TAX VALUATION**

Sections:

- 3.89.010 Establishment of review board.
- 3.89.020 Time lines.
- 3.89.030 Procedure.
- 3.89.040 Eligibility criteria.
- 3.89.050 Agreement.
- 3.89.060 Appeals.

**3.89.010 Establishment of review board.**

(1) The Marysville city council shall serve as the review board for applications for historic property improvement property tax exemption.

(2) The city planning director shall be the staff liaison for said tax exemption applications. (Ord. 2293 § 1(A), 1999).

**3.89.020 Time lines.**

(1) All applications for a historic property improvement property tax special valuation shall be filed with the county assessor on forms as provided by Snohomish County.

(2) The county assessor shall forward all applications to the Marysville city council within 10 days of filing.

(3) The Marysville city council before December 31st of the calendar year in which the application is made shall review all applications.

(4) Marysville city council decisions regarding the applications shall be certified in writing and filed with the county assessor within 10 days of issuance. (Ord. 2293 § 1(B), 1999).

**3.89.030 Procedure.**

(1) The county assessor forwards the application(s) to the planning commission.

(2) The Marysville city council reviews the application(s) consistent with its rules of procedure, and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1).

(a) If the Marysville city council finds the properties meet all the criteria, then, on behalf of the city of Marysville, it enters into an historic preservation special valuation agreement (set forth in WAC 254-20-120) with the owner. Upon execution of the agreement between the owner and the city, the Marysville city council may approve the application(s).

(b) If the Marysville city council determines the properties do not meet all the criteria, then it shall deny the application(s).

(3) The Marysville city council certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor and mails a copy to the applicant.

(4) For approved applications:

(a) The Marysville city council forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090(4)) to the county assessor;

(b) The Marysville city council notifies the county assessor and the property owner that the properties have been approved for special valuation; and

(c) The Marysville city council monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.

(5) The Marysville city council shall determine, in a manner consistent with its rules of

procedure, WAC 254-20-090(4) and this chapter, whether or not properties are disqualified from special valuation either because of:

- (a) The owner's failure to comply with the terms of the agreement; or
- (b) Because of a loss of historic value resulting from physical changes to the building or site.

(6) For disqualified properties, in the event that the Marysville city council concludes that a property is no longer qualified for special valuation, the city council will notify the owner, county assessor, and state historic preservation review board in writing and state the facts supporting its findings. (Ord. 2293 § 1(C), 1999).

#### **3.89.040 Eligibility criteria.**

(1) Historical Property Criteria. The class of historic property eligible to apply for special valuation in Marysville means all properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.

(2) Application Criteria. A complete application shall consist of the following documentation:

- (a) A legal description and street address of the historic property;
- (b) Comprehensive exterior and interior photographs of the historic property before and after rehabilitation;
- (c) Architectural plans or other legible drawings depicting the completed rehabilitation work;
- (d) A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed and documentation of both to be made available to the Marysville city council upon request; and
- (e) For properties located within historic districts, in addition to the standard application documentation, a statement from the Secretary of the Interior or appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.

(3) Property Review Criteria. In its review the Marysville city council shall determine if the properties meet all the following criteria:

- (a) The property is historic property;
- (b) The property is included within a class of historic property determined eligible for special valuation by the city of Marysville;
- (c) The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) within 24 months prior to the date of application; and
- (d) The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1)).

(4) Rehabilitation and Maintenance Criteria. The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the Marysville city council as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified. (Ord. 2293 § 1(D), 1999).

#### **3.89.050 Agreement.**

The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the Marysville city council as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2). (Ord. 2293 § 1(E), 1999).

#### **3.89.060 Appeals.**



Any decision of the Marysville city council acting on eligibility for special valuation may be appealed to superior court under RCW 84.26.130 and 34.05.510 through 34.05.598 in addition to any other remedy at law. Any decision on the disqualification of historic property eligible for special valuation or any other dispute may be appealed to the county board of equalization. (Ord. 2293 § 1(F), 1999).

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**This page of the Marysville Municipal Code is current through Ordinance 2800, passed November 16, 2009.**  
Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.marysvillewa.gov>  
City Telephone: (360) 363-8085  
Code Publishing Company

Chapter 84.26 RCW  
Historic property

RCW Sections

- 84.26.010 Legislative findings.
- 84.26.020 Definitions.
- 84.26.030 Special valuation criteria.
- 84.26.040 Application -- Fees.
- 84.26.050 Referral of application to local review board -- Agreement -- Approval or denial.
- 84.26.060 Notice to assessor of approval -- Certification and filing -- Notation of special valuation.
- 84.26.070 Valuation.
- 84.26.080 Duration of special valuation -- Notice of disqualification.
- 84.26.090 Disqualification for valuation -- Additional tax -- Lien -- Exceptions from additional tax.
- 84.26.100 Payment of additional tax -- Distribution.
- 84.26.110 Special valuation -- Request for assistance from state historic preservation officer authorized.
- 84.26.120 Rules.
- 84.26.130 Appeals from decisions on applications.
- 84.26.900 Severability -- 1985 c 449.

**84.26.010**  
**Legislative findings.**

The legislature finds and declares that it is in the public interest of the people of the state of Washington to encourage maintenance, improvement, and preservation of privately owned historic landmarks as the state approaches its Centennial year of 1989. To achieve this purpose, this chapter provides special valuation for improvements to historic property.

[1985 c 449 § 1.]

**84.26.020**  
**Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Historic property" means real property together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is:

- (a) Listed in a local register of historic places created by comprehensive ordinance, certified by the secretary of the interior as provided in P.L. 96-515; or
- (b) Listed in the national register of historic places.

(2) "Cost" means the actual cost of rehabilitation, which cost shall be at least twenty-five percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation.

(3) "Special valuation" means the determination of the assessed value of the historic property subtracting, for up to ten years, such cost as is approved by the local review board.

(4) "State review board" means the advisory council on historic preservation established under chapter 27.34 RCW, or any successor agency designated by the state to act as the state historic preservation review board under federal law.

(5) "Local review board" means a local body designated by the local legislative authority.

(6) "Owner" means the owner of record.

(7) "Rehabilitation" is the process of returning a property to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its architectural and cultural values.

[1986 c 221 § 1; 1985 c 449 § 2.]

#### **84.26.030**

##### **Special valuation criteria.**

Four criteria must be met for special valuation under this chapter. The property must:

- (1) Be an historic property;
- (2) Fall within a class of historic property determined eligible for special valuation by the local legislative authority;
- (3) Be rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) within twenty-four months prior to the application for special valuation; and
- (4) Be protected by an agreement between the owner and the local review board as described in RCW 84.26.050(2).

[1986 c 221 § 2; 1985 c 449 § 3.]

#### **84.26.040**

##### **Application — Fees.**

An owner of property desiring special valuation under this chapter shall apply to the assessor of the county in which the property is located upon forms prescribed by the department of revenue and supplied by the county assessor. The application form shall include a statement that the applicant is aware of the potential tax liability involved when the property ceases to be eligible for special valuation. Applications shall be made no later than October 1 of the calendar year preceding the first assessment year for which classification is requested. The assessor may charge only such fees as are necessary to process and record documents pursuant to this chapter.

[1986 c 221 § 3; 1985 c 449 § 4.]

#### **84.26.050**

##### **Referral of application to local review board — Agreement — Approval or denial.**

(1) Within ten days after the filing of the application in the county assessor's office, the county assessor shall refer each application for classification to the local review board.

(2) The review board shall approve the application if the property meets the criterion of RCW 84.26.030 and is not altered in a way which adversely affects those elements which qualify it as historically significant, and the owner enters into an agreement with the review board which requires the owner for the ten-year period of the classification to:

- (a) Monitor the property for its continued qualification for the special valuation;
- (b) Comply with rehabilitation plans and minimum standards of maintenance as defined in the agreement;
- (c) Make the historic aspects of the property accessible to public view one day a year, if the property is not visible from the public right-of-way;
- (d) Apply to the local review board for approval or denial of any demolition or alteration; and

(e) Comply with any other provisions in the original agreement as may be appropriate.

(3) Once an agreement between an owner and a review board has become effective pursuant to this chapter, there shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provisions of the agreement, during the period of the classification without the approval of all parties to the agreement.

(4) An application for classification as an eligible historic property shall be approved or denied by the local review board before December 31 of the calendar year in which the application is made.

(5) The local review board is authorized to examine the records of applicants.

[1986 c 221 § 4; 1985 c 449 § 5.]

#### **84.26.060**

##### **Notice to assessor of approval — Certification and filing — Notation of special valuation.**

(1) The review board shall notify the county assessor and the applicant of the approval or denial of the application.

(2) If the local review board determines that the property qualifies as eligible historic property, the review board shall certify the fact in writing and shall file a copy of the certificate with the county assessor within ten days. The certificate shall state the facts upon which the approval is based.

(3) The assessor shall record the certificate with the county auditor.

(4) The assessor, as to any historic property, shall value the property under RCW 84.26.070 and, each year the historic property is classified and so valued, shall enter on the assessment list and tax roll that the property is being specially valued as historic property.

[1985 c 449 § 6.]

#### **84.26.070**

##### **Valuation.**

(1) The county assessor shall, for ten consecutive assessment years following the calendar year in which application is made, place a special valuation on property classified as eligible historic property.

(2) The entitlement of property to the special valuation provisions of this section shall be determined as of January 1. If property becomes disqualified for the special valuation for any reason, the property shall receive the special valuation for that part of any year during which it remained qualified or the owner was acting in the good faith belief that the property was qualified.

(3) At the conclusion of special valuation, the cost shall be considered as new construction.

[1986 c 221 § 5; 1985 c 449 § 7.]

#### **84.26.080**

##### **Duration of special valuation — Notice of disqualification.**

(1) When property has once been classified and valued as eligible historic property, it shall remain so classified and be granted the special valuation provided by RCW 84.26.070 for ten years or until the property is disqualified by:

(a) Notice by the owner to the assessor to remove the special valuation;

(b) Sale or transfer to an ownership making it exempt from property taxation; or

(v) Sale or transfer to an ownership making it exempt from property taxation;

(c) Removal of the special valuation by the assessor upon determination by the local review board that the property no longer qualifies as historic property or that the owner has failed to comply with the conditions established under RCW 84.26.050.

(2) The sale or transfer to a new owner or transfer by reason of death of a former owner to a new owner does not disqualify the property from the special valuation provided by RCW 84.26.070 if:

(a) The property continues to qualify as historic property; and

(b) The new owner files a notice of compliance with the assessor of the county in which the property is located. Notice of compliance forms shall be prescribed by the state department of revenue and supplied by the county assessor. The notice shall contain a statement that the new owner is aware of the special valuation and of the potential tax liability involved when the property ceases to be valued as historic property under this chapter. The signed notice of compliance shall be attached to the real estate excise tax affidavit provided for in RCW 82.45.150. If the notice of compliance is not signed by the new owner and attached to the real estate excise tax affidavit, all additional taxes calculated pursuant to RCW 84.26.090 shall become due and payable by the seller or transferor at time of sale. The county auditor shall not accept an instrument of conveyance of specially valued historic property for filing or recording unless the new owner has signed the notice of compliance or the additional tax has been paid, as evidenced by the real estate excise tax stamp affixed thereto by the treasurer.

(3) When the property ceases to qualify for the special valuation the owner shall immediately notify the state or local review board.

(4) Before the additional tax or penalty imposed by RCW 84.26.090 is levied, in the case of disqualification, the assessor shall notify the taxpayer by mail, return receipt requested, of the disqualification.

[2000 c 103 § 22; 1999 c 233 § 19; 1986 c 221 § 6; 1985 c 449 § 8.]

**Notes:**

**Effective date -- 1999 c 233:** See note following RCW 4.28.320.

**84.26.090**

**Disqualification for valuation — Additional tax — Lien — Exceptions from additional tax.**

(1) Except as provided in subsection (3) of this section, whenever property classified and valued as eligible historic property under RCW 84.26.070 becomes disqualified for the valuation, there shall be added to the tax an additional tax equal to:

(a) The cost multiplied by the levy rate in each year the property was subject to special valuation; plus

(b) Interest on the amounts of the additional tax at the statutory rate charged on delinquent property taxes from the dates on which the additional tax could have been paid without penalty if the property had not been valued as historic property under this chapter; plus

(c) A penalty equal to twelve percent of the amount determined in (a) and (b) of this subsection.

(2) The additional tax and penalties, together with applicable interest thereon, shall become a lien on the property which shall have priority to and shall be fully paid and satisfied before any recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the property may become charged or liable.

(3) The additional tax, interest, and penalty shall not be imposed if the disqualification resulted solely from:

(a) Sale or transfer of the property to an ownership making it exempt from taxation;

(b) Alteration or destruction through no fault of the owner; or

(c) A taking through the exercise of the power of eminent domain.

[1986 c 221 § 7; 1985 c 449 § 9.]

**84.26.100**

**Payment of additional tax — Distribution.**

The additional tax, penalties, and/or interest provided by RCW 84.26.090 shall be payable in full thirty days after the date which the treasurer's statement therefor is rendered. Such additional tax when collected shall be distributed by the county treasurer in the same manner in which current taxes applicable to the subject land are distributed.

[1985 c 449 § 10.]

**84.26.110****Special valuation — Request for assistance from state historic preservation officer authorized.**

The local legislative authority and the local review board may request the assistance of the state historic preservation officer in conducting special valuation activities.

[1985 c 449 § 11.]

**84.26.120****Rules.**

The state review board shall adopt rules necessary to carry out the purposes of this chapter. The rules shall include rehabilitation and maintenance standards for historic properties to be used as minimum requirements by local review boards to ensure that the historic property is safe and habitable, including but not limited to:

- (1) Elimination of visual blight due to past neglect of maintenance and repair to the exterior of the building, including replacement of broken or missing doors and windows, repair of deteriorated architectural features, and painting of exterior surfaces;
- (2) Correction of structural defects and hazards;
- (3) Protection from weather damage due to defective roofing, flashings, glazing, caulking, or lack of heat; and
- (4) Elimination of any condition on the premises which could cause or augment fire or explosion.

[1985 c 449 § 12.]

**84.26.130****Appeals from decisions on applications.**

Any decision by a local review board on an application for classification as historic property eligible for special valuation may be appealed to superior court under RCW 34.05.510 through 34.05.598 in addition to any other remedy at law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the county board of equalization in accordance with RCW 84.40.038.

[2001 c 185 § 2; 1989 c 175 § 178; 1985 c 449 § 13.]

**Notes:**

**Application -- 2001 c 185 §§ 1-12:** See note following RCW 84.14.110.

**Effective date -- 1989 c 175:** See note following RCW 34.05.010.

84.26.000

~~84.26.000~~

**Severability — 1985 c 449.**

If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

[1985 c 449 § 15.]

Chapter 254-20 WAC  
Special valuation for historic properties  
WAC Sections

Last Update: 1/16/87

- 254-20-010 Purpose.
- 254-20-020 Authority.
- 254-20-030 Definitions.
- 254-20-040 Responsibilities of the local legislative authority.
- 254-20-050 Defining the class of eligible historic property.
- 254-20-060 Requirements for local review boards.
- 254-20-070 Responsibilities of local review boards.
- 254-20-080 Responsibilities of the state historic preservation officer.
- 254-20-090 Responsibilities of the owner -- Application requirements.
- 254-20-100 Washington state advisory council's standards for the rehabilitation and maintenance of historic properties.
- 254-20-110 Eligibility and disqualification.
- 254-20-120 Historic preservation special valuation agreement.

**254-20-010**  
**Purpose.**

The purpose of these rules is to implement special tax valuation for rehabilitation of historic properties under which the assessed value of eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-010, filed 10/20/86.]

**254-20-020**  
**Authority.**

These rules are promulgated by the advisory council on historic preservation under the authority granted in RCW 84.26.120.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-020, filed 10/20/86.]

**254-20-030**  
**Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout these rules:

(1) "Actual cost of rehabilitation" means costs incurred within twenty-four months prior to the date of application and directly resulting from one or more of the following:

- (a) Improvements to an existing building located on or within the perimeters of the original structure; or
- (b) Improvements outside of but directly attached to the original structure which are necessary to make the building fully useable but shall not include rentable/habitable floorspace attributable to new construction; or
- (c) Architectural and engineering services attributable to the design of the improvements; or
- (d) All costs defined as "qualified rehabilitation expenditures" for purposes of the federal historic preservation investment tax credit



.....

- (2) "Certified historic structure" means property located within a national register historic district which has been:
- (a) Certified by the secretary of the interior as contributing to the significance of a national register historic district pursuant to 36 CFR 67.4; or
  - (b) Certified, under a process specified in local administrative rules, as contributing to the significance of an historic district in a local register of historic places which has been created by a local government historic preservation program certified by the secretary of the interior as provided in P.L. 96-515.
- (3) "Class of historic property" means all historic property meeting any neutral, objective criteria for determining which types of historic property are eligible for special valuation that have been adopted by the local legislative authority under an ordinance or administrative rule, consistent with the purposes of chapter 84.26 RCW.
- (4) "Cost" means the actual cost of rehabilitation, which cost shall be at least twenty-five percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation.
- (5) "Historic district" means historic property consisting of multiple buildings, sites, structures, or objects located in proximity to one another and related in historic period or theme.
- (6) "Historic property" means real property together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is:
- (a) Listed in a local register of historic places created by comprehensive ordinance, certified by the secretary of the interior as provided in P.L. 96-515; or
  - (b) Listed in the National Register of Historic Places.
- (7) "Local legislative authority" means the municipal government within incorporated cities and the county government in unincorporated areas.
- (8) "Local review board" means any appointed committee designated by local ordinance to make determinations concerning the eligibility of historic properties for special valuation and to approve or deny applications therefor.
- (9) "Owner" means the owner of record.
- (10) "Rehabilitation" is the process of returning a property to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its architectural and cultural values.
- (11) "State review board" means the advisory council on historic preservation established under chapter 27.34 RCW, or any successor agency designated by the state to act as the state historic preservation review board under federal law.
- (12) "Special valuation" means the determination of the assessed value of the historic property subtracting, for up to ten years, such cost as is approved by the local review board.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-030, filed 10/20/86.]

#### **254-20-040**

##### **Responsibilities of the local legislative authority.**

- (1) Each local jurisdiction, at the option of the local legislative authority, shall designate a local review board and establish one or more classes of historic property that are eligible for special valuation under these rules.
- (2) Multiple jurisdictions within the same county may elect to jointly designate, under an interlocal agreement, a single local review board to carry out the purposes of chapter 84.26 RCW.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-040, filed 10/20/86.]

**254-20-050**

**Defining the class of eligible historic property.**

(1) Each "class of eligible historic property" shall be defined by the local legislative authority using objective criteria which lead to consistent decisions on determinations of eligibility.

(2) The criteria for the class of eligible historic property may take into account such factors as geographic location, date of construction, type of use, local landmarks designation, and other verifiable criteria consistent with the purposes of chapter 84.26 RCW, and these rules.

(3) Within historic districts, only certified historic structures may be included in the class of eligible historic property.

(4) Once a local jurisdiction has established a class of eligible historic property, it may amend the criteria defining the class at any time. However, if the new criteria are more restrictive than the previous criteria, the new criteria may not take effect for a period of two years following October 1 of the year in which the change is made. Amendments to the criteria shall not have the effect of disqualifying property already subject to special valuation.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-050, filed 10/20/86.]

**254-20-060**

**Requirements for local review boards.**

(1) The local review board may be an existing board or commission of local government or a special purpose authority, but shall not be the same as the local legislative authority.

(2) The local review board shall be identified by local ordinance as having responsibility to:

- (a) Make determinations concerning the eligibility of individual properties;
- (b) Verify that the improvements are consistent with the advisory council's standards for rehabilitation and maintenance;
- (c) Enter into agreements as required under WAC 254-20-070(2);
- (d) Approve or deny applications for special valuation; and
- (e) Monitor property for continued compliance with the agreement and statutory eligibility requirements.

(3) The local review board shall adopt bylaws and/or administrative rules governing:

- (a) Compliance with the Open Public Meetings Act (chapter 42.30 RCW);
- (b) Rules of parliamentary procedure;
- (c) Order and conduct of business; and
- (d) Frequency of meetings.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-060, filed 10/20/86.]

**254-20-070**

**Responsibilities of local review boards.**

(1) Following receipt of an application for special valuation from the county assessor, the local review board shall, consistent with locally adopted rules of procedure, determine if the property meets the following criteria:

(a) The property is historic property;

(b) The property is included within a class of historic property determined eligible for special valuation by the local legislative authority under an ordinance or administrative rule;

(c) The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) within twenty-four months prior to the date of application; and

(d) The property has not been altered in any way which adversely affects those elements which qualify it as historically significant.

(2) If the local review board finds that the property satisfies all four of the above requirements, then it shall, on behalf of the local jurisdiction, enter into an agreement with the owner which, at a minimum, includes the provisions set forth in WAC 254-20-120. Upon execution of said agreement between the owner and the local review board, the local review board shall approve the application.

(3) If the local review board determines that the property does not meet all of the requirements for special valuation, then it shall deny the application.

(4) An application for special valuation shall be approved or denied by the local review board before December 31 of the calendar year in which the application is made. The local review board shall certify its decision in writing and state the facts upon which the approval or denial is based. The local review board shall file a copy of the certification with the county assessor within ten days of issuing a decision.

(5) If the application is approved, the local review board shall forward a copy of the agreement, the application, and supporting documentation as required by WAC 254-20-090(4) to the county assessor for recording and shall notify the state review board that the property has been approved for special valuation.

(6) Once an application for special valuation has been approved, the local review board shall determine, according to its bylaws and rules of procedure, whether or not the property has become disqualified, either because of the owner's failure to comply with the terms of the agreement, or because of a loss of historic value resulting from physical changes to the building or site. In the event that a local review board concludes that a property is no longer qualified for special valuation, it shall notify the owner, the county assessor, and the state review board in writing and state the facts supporting its findings.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-070, filed 10/20/86.]

#### **254-20-080**

##### **Responsibilities of the state historic preservation officer.**

(1) The state historic preservation officer will, upon request, provide technical assistance to the local legislative authority and the local review board in conducting special valuation activities.

(2) The state historic preservation officer shall inform the local review board if the state review board is notified by the owner of property subject to special valuation that the property no longer qualifies for special valuation under chapter 84.26 RCW.

[Statutory Authority: RCW 84.26.120. 86-21-103 (Order 86-11), § 254-20-080, filed 10/20/86.]

#### **254-20-090**

##### **Responsibilities of the owner — Application requirements.**

(1) The owner of an historic property desiring special valuation shall apply to the assessor of the county in which the historic property is located upon forms prescribed by the department of revenue and supplied by the county assessor.

(2) In order to be eligible for special valuation, applications must be made not later than October 1 of the calendar year preceding the assessment year for which special valuation is sought.

(3) The owner shall be required to pay only such fees as are necessary to process and record documents pursuant to chapter 84.26 RCW.

(4) Applications shall include a legal description of the historic property. The owner shall also provide comprehensive exterior and interior photographs of the historic property before and after rehabilitation, architectural plans or other legible drawings depicting the completed rehabilitation work, and a notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed.

(5) For properties located within historic districts, the application shall also include, in addition to the information specified in subsection (4) of this section, a statement from the secretary of the interior or the appropriate local official, as specified in local administrative rules, or by the local government, indicating that the property is a certified historic structure.

(6) Property owners applying for special valuation under these rules shall make available to the local review board documentation as to the actual cost of the rehabilitation project and the period of time during which the rehabilitation took place.

[Statutory Authority: RCW 84.26.120, 87-03-039 (Order 86-11), § 254-20-090, filed 1/16/87; 86-21-103 (Order 86-11), § 254-20-090, filed 10/20/86.]

#### 254-20-100

##### Washington state advisory council's standards for the rehabilitation and maintenance of historic properties.

The following rehabilitation and maintenance standards shall be used by local review boards as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified:

###### (1) Rehabilitation.

(a) Every reasonable effort shall be made to provide a compatible use for an historic property which requires minimal alteration of the building, structure, or site and its environment, or to use an historic property for its originally intended purpose.

(b) The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

(c) All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

(d) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(e) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

(f) Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

(g) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(h) Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.

(i) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

(j) Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

###### (2) Maintenance.

(a) Buildings and structures shall not be allowed to deteriorate beyond the point where routine maintenance and repair will return them to good condition.

(b) Buildings shall be kept in a safe and habitable condition at all times. Structural defects and hazards shall be corrected. Any condition which constitutes a fire hazard shall be eliminated.

(c) Buildings shall be protected against ongoing water damage due to defective roofing, flashing, glazing, caulking, or other causes. Moisture condensation resulting from inadequate heat or ventilation shall be eliminated if present at levels sufficient to promote rot or decay of building materials.

(d) Deteriorated exterior architectural features and any broken or missing doors and windows shall be repaired or replaced.

(e) Painted exterior surfaces shall be maintained and repainted as necessary to prevent a deteriorated appearance or damage to the substrate. Exterior masonry surfaces shall be tuck pointed where required to maintain the mortar in sound condition. Finished tuck pointing shall match the original mortar joint in hardness and appearance.

[Statutory Authority: RCW 84.26.120, 86-21-103 (Order 86-11), § 254-20-100, filed 10/20/86.]

**254-20-110**  
**Eligibility and disqualification.**

(1) The actual cost of the rehabilitation work shall be calculated on the basis of expenses incurred for improvements or work elements completed prior to the date of application. Properties subject to ongoing or phased rehabilitation work shall be eligible for special valuation so long as the property meets the criteria of WAC 254-20-070(1).

(2) No application for special valuation under these rules shall be made after December 31, 1991.

(3) When property has once been classified and valued as eligible historic property, the expiration of the ten-year period allowed for special valuation shall not have the effect of disqualifying the property and thereby invoking the additional tax, interest, and penalty otherwise due when a property is disqualified or determined ineligible.

[Statutory Authority: RCW 84.26.120, 86-21-103 (Order 86-11), § 254-20-110, filed 10/20/86.]

**254-20-120**  
**Historic preservation special valuation agreement.**

The following historic preservation special valuation agreement shall be used by local review boards as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2):

This Historic Preservation Agreement is entered into on this . . . . day of . . . . ., 19. . . . , by and between . . . . . (hereinafter referred to as APPLICANT) and . . . . . (hereinafter referred to as LOCAL REVIEW BOARD).

WHEREAS APPLICANT is the owner of record of the historic property commonly known as . . . . ., located at . . . . ., State of Washington, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as PROPERTY); and

WHEREAS APPLICANT has requested special valuation of the PROPERTY pursuant to chapter 84.26 RCW; and

WHEREAS the LOCAL REVIEW BOARD has determined that the PROPERTY has been substantially rehabilitated within the two year period preceding the date of application and the actual cost of said rehabilitation equals or exceeds twenty-five percent of the assessed valuation of the PROPERTY prior to the improvements; and

WHEREAS the LOCAL REVIEW BOARD has verified that the PROPERTY is historic property that falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule; and

WHEREAS the LOCAL REVIEW BOARD finds that the rehabilitation work has not altered the PROPERTY in any way which adversely affects those elements which qualify it as historically significant;

NOW THEREFORE, in recognition of the foregoing, the APPLICANT enters into this Agreement with the LOCAL REVIEW BOARD and agrees to adhere to the following terms and conditions for the ten-year period of the special valuation classification:

- 1. APPLICANT agrees to comply with the Washington State Advisory Council's Standards for the Maintenance and

Rehabilitation of Historic Properties as set forth in Exhibit B, which is attached hereto and by this reference incorporated herein.

2. APPLICANT agrees the property shall not be altered without the prior written consent of the LOCAL REVIEW BOARD signed by a duly authorized representative thereof. No construction, alteration or remodeling or any other action shall be undertaken or permitted to be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or which would affect the appearance of the PROPERTY as depicted in the photographs attached hereto and incorporated herein by this reference as Exhibits . . . . . through . . . . ., or which would adversely affect the structural soundness of the PROPERTY; provided, however, that the reconstruction, repair, repainting, or refinishing of presently existing parts or elements of the PROPERTY subject to this Agreement, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without the prior approval of the LOCAL REVIEW BOARD, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner which will not alter the appearance of those elements of the PROPERTY subject to this Agreement as they are as of this date. Exterior changes which shall require the consent of the LOCAL REVIEW BOARD shall include, but not be limited to, any substantial structural change or any change in design, color or materials.

3. APPLICANT agrees the PROPERTY shall not be demolished without the prior written consent of the local review board.

4. APPLICANT agrees to make historic aspects of the PROPERTY accessible to the public one day each year if the PROPERTY is not visible from a public right of way.

5. APPLICANT agrees to monitor the PROPERTY for its continued qualification for special valuation and notify the appropriate County Assessor within 30 days if the PROPERTY becomes disqualified because of

- |  |
|--|
| <ul style="list-style-type: none"> <li>a. a loss of historic integrity,</li> <li>b. sale or transfer to new ownership exempt from taxation, or</li> <li>c. sale or transfer to new ownership which does not intend to agree to the terms of this Agreement nor file a notice of compliance form with the County Assessor.</li> </ul> |
|--|

6. The APPLICANT and LOCAL REVIEW BOARD both agree that there shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provisions of this Agreement, during the period of the classification without the approval of all parties to this Agreement.

Term of the Agreement. This Agreement shall take effect immediately upon signature and remain in effect until the property is no longer eligible for special valuation either through disqualification under RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing January 1, 19. . . . , and ending December 31, 19. . . .

Hold Harmless. The APPLICANT or its successors or assigns shall hold the State and the LOCAL REVIEW BOARD harmless from any and all liability and claims which may be asserted against the State and the LOCAL REVIEW BOARD as a result of this Historic Preservation Special Valuation Agreement or the participation by the APPLICANT in the Special Valuation Program.

Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the state of Washington.

[Statutory Authority: RCW 84.26.120, 86-21-103 (Order 86-11), § 254-20-120, filed 10/20/86.]



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

## MEMORANDUM

DATE: November 18, 2009  
TO: Planning Commission  
FROM: Angela Gemmer, Associate Planner *AG*  
RE: Historic property special valuation – Marysville Opera House at 1225 3<sup>rd</sup> Street (PA09037)

An application for historic property special valuation for the above-referenced property was received by the Snohomish County Assessor on September 2, 2009 requesting property tax exemption in accordance with RCW 84.26, *Historic Property*. In order to qualify for the property tax exemption, an applicant needs to demonstrate the following:

- The property is historic property;
- The property is included within a class of historic property determined eligible for special valuation by the City of Marysville;
- The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) (at least twenty-five percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation) within 24 months prior to the date of application (see attached summary);
- The property has not been altered in any way which adversely affects those elements which qualify it as historically significant; and
- The property complies with the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties set forth in WAC 254-20-100.

Based on the materials submitted, the application appears to comply with the standards outlined above. Specifically, the applicant has demonstrated that work valued at 25 percent of the assessed value of the structure has occurred within 24 months of the date of application, and the work appears to comply with WAC 254-20-100. Therefore, staff respectfully recommends that Planning Commission recommends execution of a *Historic Preservation Special Valuation Agreement* by City Council in order for the applicant to receive the requested tax exemption.

Commissioner Kvangnes questioned that by striking Item 4 completely, could the Commission revisit this if things changed. It was decided that these could be revisited if and when necessary. The landscaping bonding issue was discussed.

Motion carries, (5-0).

## **NEW BUSINESS:**

### **Historic Property Special Valuation**

Ms. Gemmer gave an overview of the application submitted to the County Assessor. She described some of the improvements and rehabilitation that had taken place in the Opera House. She stated that the documentation provided seemed to fall within the allotted time line.

**Motion** made by Commissioner Kvangnes to forward application to City Council for review, seconded by Commissioner Andes. Motion carries, (5-0).

### **Sign Code**

Mr. Holland discussed where the Commission had left off at the previous meeting. There was discussion regarding back lit signs. A back lit sign definition included in the code was suggested. Mr. Holland explained the provision added regarding removal and disposal of illegal temporary signs as well as charging the owner of the signs to be charged for the removal and disposal.

The proposed amortization schedule for billboards was discussed by Mr. Holland. There would be a 3 year moratorium for these types of signs requiring removal at the end of that period. Commissioner Stevens questioned who paid to remove the signs. Mr. Holland responded that he was unsure but that he thought it would be the owner of the property or the sign; it would be a case by case situation.

Electronic message boards were discussed; there were currently no provisions in the code for these types of signs. The draft code would not prohibit changeable signs, but would prohibit animation. Chair Muller questioned why animation was being prohibited. Mr. Holland responded that it was a safety issue; these types of signs are very distracting to drivers. Ms. Hirashima explained how the definition of electronic signs was developed. These types of signs are today's technology and Staff felt that it needed to be directly addressed in the code. Chair Muller questioned the brightness of electronic signs. Mr. Holland responded that it had been left general, but that it could be revisited and refined to be more specific. Sign size limitations were discussed.

Existing code regarding non-conforming signs was discussed. Mr. Holland overviewed the proposed changes to this portion of the code. Chair Muller questioned how existing signs would be affected in a situation such as Shell becoming Texaco. Mr. Holland responded that copy changes such as these would require a non-conforming sign to come down. Proximity to freeway and signage provisions near the freeway was discussed.



## HISTORIC PRESERVATION AGREEMENT

This Historic Preservation Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Courtney C. Williams (hereinafter referred to as APPLICANT) and the City of Marysville (hereinafter referred to as LOCAL REVIEW BOARD).

WHEREAS APPLICANT is the owner of record of the historic property commonly known as the Marysville Opera House, located at 1225 Third Street, Marysville, State of Washington, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as PROPERTY); and

WHEREAS APPLICANT has requested special valuation of the PROPERTY pursuant to chapter 84.26 RCW; and

WHEREAS the LOCAL REVIEW BOARD has determined that the PROPERTY has been substantially rehabilitated within the two year period preceding the date of application and the actual cost of said rehabilitation equals or exceeds twenty-five percent of the assessed valuation of the PROPERTY prior to the improvements; and

WHEREAS the LOCAL REVIEW BOARD has verified that the PROPERTY is historic property that falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule; and

WHEREAS the LOCAL REVIEW BOARD finds that the rehabilitation work has not altered the PROPERTY in any way which adversely affects those elements which qualify it as historically significant;

NOW THEREFORE, in recognition of the foregoing, the APPLICANT enters into this Agreement with the LOCAL REVIEW BOARD and agrees to adhere to the following terms and conditions for the ten-year period of the special valuation classification:

1. APPLICANT agrees to comply with the Washington State Advisory Council's Standards for the Maintenance and Rehabilitation of Historic Properties as set forth in Exhibit B, which is attached hereto and by this reference incorporated herein.
2. APPLICANT agrees the property shall not be altered without the prior written consent of the LOCAL REVIEW BOARD signed by a duly authorized representative thereof. No construction, alteration or remodeling or any other action shall be undertaken or permitted to be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or which would affect the appearance of the PROPERTY as depicted in the photographs attached hereto and incorporated herein by this reference as Exhibits C through D, or which would adversely affect the structural soundness of the PROPERTY; provided, however, that the reconstruction, repair, repainting, or refinishing of presently existing parts or elements of the PROPERTY subject to this Agreement, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without the prior approval of the LOCAL REVIEW BOARD, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner which will not alter the appearance of those elements of the PROPERTY

subject to this Agreement as they are as of this date. Exterior changes which shall require the consent of the LOCAL REVIEW BOARD shall include, but not be limited to, any substantial structural change or any change in design, color or materials.

3. APPLICANT agrees the PROPERTY shall not be demolished without the prior written consent of the local review board.
4. APPLICANT agrees to make historic aspects of the PROPERTY accessible to the public one day each year if the PROPERTY is not visible from a public right of way.
5. APPLICANT agrees to monitor the PROPERTY for its continued qualification for special valuation and notify the appropriate County Assessor within 30 days if the PROPERTY becomes disqualified because of
  - a. a loss of historic integrity,
  - b. sale or transfer to new ownership exempt from taxation, or
  - c. sale or transfer to new ownership which does not intend to agree to the terms of this Agreement nor file a notice of compliance form with the County Assessor.
6. The APPLICANT and LOCAL REVIEW BOARD both agree that there shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provisions of this Agreement, during the period of the classification without the approval of all parties to this Agreement.

Term of the Agreement. This Agreement shall take effect immediately upon signature and remain in effect until the property is no longer eligible for special valuation either through disqualification under RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing January 1, 2010, and ending December 31, 2019.

Hold Harmless. The APPLICANT or its successors or assigns shall hold the State and the LOCAL REVIEW BOARD harmless from any and all liability and claims which may be asserted against the State and the LOCAL REVIEW BOARD as a result of this Historic Preservation Special Valuation Agreement or the participation by the APPLICANT in the Special Valuation Program.

Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the state of Washington.

SIGNATURES

\_\_\_\_\_  
Courtney C. Williams

\_\_\_\_\_  
Date

State of Washington

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed  
this instrument and acknowledged it to be his free and voluntary act for the uses and purposes  
mentioned in this instrument.

Dated \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_

My appointment expires \_\_\_\_\_

(Seal or stamp)

\_\_\_\_\_  
Dennis L. Kendall, Mayor

\_\_\_\_\_  
Date

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Summary of Qualifying Work for Marysville Opera House Rehabilitation

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Application date:	September 2, 2009
Qualified work must occur within 24 months of application date:	Work occurred from September 10, 2007 through August 11, 2008
Assessed market improvement (structure valuation) at work start:	\$371,200.00
Valuation of work needed to qualify for tax exemption (25 percent of the assessed value of the structure):	\$92,800.00
Valuation of work verified through receipts, invoices, and supplementary documents:	\$139,234.53

---

Search Criteria

Property No. 00510700201200 Tax Year Effective Tax Year Date Clear  
 As of Date 10/08/2009 Assessment Date Search

Search Results

Values

Taxable Value Regular	537,500	322,200	294,800	273,300	150,600
Taxable Value Excess	537,500	322,200	294,800	273,300	150,600
Market Total	537,500	578,500	551,100	529,600	406,900
Assessed Value	537,500	578,500	551,100	529,600	406,900
Market Land	158,400	158,400	154,800	158,400	115,200
Market Improvement	379,100	420,100	396,300	371,200	291,700
Added Improvement	0	0	0	0	0
Excess Rate on Taxab		4.58049093849	4.29571480788	3.98410528549	3.62872999041
Regular Rate on Taxat		3.396983612361	3.294219804722	3.802875642678	3.794685451090
Regular Rate on Taxal		1.909380990199	1.905646956731	2.164643093341	2.531934736170
Total Levy Rate	0.000000000000	9.886855541050	9.495581569333	9.951624021509	10.155350177670
TCA	00511	00511	00511	00511	00511

< >  
 All Values...  
 Show Certified Values  
 Compare Values

Close Help...

10-8-09

Angela:

The assessed value at the time the rehab started, building only, is 371,200. That's how I interpreted area II.

*John*



Snohomish County

Assessor

Debby Sundheim  
 Exemptions Coordinator

425-388-6531

Customer Service Center  
 1st Floor, Admin Bldg. - East  
 (425) 388-3540

(800) 562-4367, x3540  
 FAX (425) 388-3615

Debby.Sundheim@co.snohomish.wa.us

Mailing Address

M/S #510  
 3000 Rocketteller Ave.  
 Everett, WA 98201



Application and Certification of Special Valuation  
on Improvements to Historic Property  
Chapter 84.26 RCW

File With Assessor by October 1

File No: 35

I. Application

County: SNOHOMISH

Property Owner: KENNETH R. & COURTNEY C. WILLIAMS Parcel No./Account No: 5107-002012-003

Mailing Address: 11705 7TH PL. SE., LAKE STEVENS, WA 98258

Legal Description: LOT 12, BLOCK 2, MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Property Address (Location): 1225 5TH STREET, MARYSVILLE, WA 98276

Describe Rehabilitation: SEE ATTACHED DESCRIPTION.

Property is on: (check appropriate box)  National Historic Register  Local Register of Historic Places

Building Permit No: 07-0160 Date: 3/14/2007 Jurisdiction: MARYSVILLE

Rehabilitation Started: SEPT 2007 Date Completed: APRIL 2008

Actual Cost of Rehabilitation: \$ 139,234.58

Affirmation

As owner(s) of the improvements described in this application, I/we hereby indicate by my signature that I/we am/are aware of the potential liability (see reverse) involved when my/our improvements cease to be eligible for special valuation under provisions of Chapter 84.26 RCW.

I/We hereby certify that the foregoing information is true and complete.

Signature(s) of All Owner(s):

Courtney C. Williams  
Kenneth R. Williams

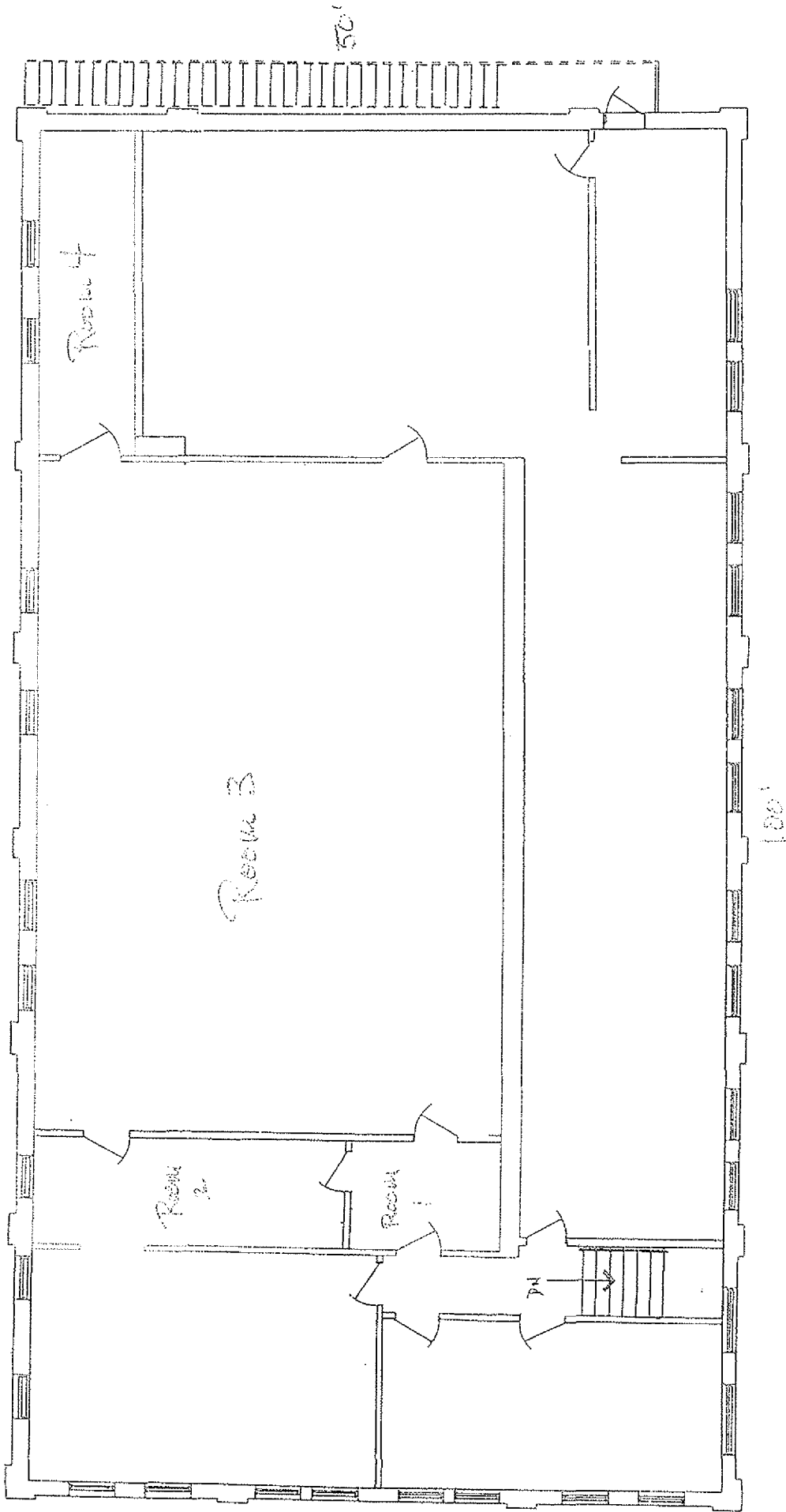
II. Assessor

The undersigned does hereby certify that the ownership, legal description and the assessed value prior to rehabilitation reflected below has been verified from the records of this office as being correct.

Assessed value exclusive of land prior to rehabilitation: \$ 371,200 (2007)

Date: 10-8-09  
[Signature]  
Assessor/Deputy

For tax assistance, visit <http://dor.wa.gov/content/taxes/property/default.aspx> or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.



SECOND FLOOR

### **History of Space Restored:**

The space restored is on the top floor of the IOOF building, a structure built by a local group of the International Order of Oddfellows and finished in 1911 (the ground floor is an event space with a stage and mezzanine). The building is now commonly known as the "Marysville Opera House."

The restored space totals approximately 2,335 square feet. Room 1 on the enclosed map is a small foyer in which you can enter room 2, a coat and hat room and small office, or room 3, the very large main meeting room for members of the Oddfellows and Rebeccas. This is where they held their meetings, conducting general business affairs for the organization and managing the event and office building. It is also where they welcomed new members. Room 4 is a long thin medium sized room we believe was used for storage.

### **Condition of spaces when building was purchased:**

When we purchased the building all four rooms were tremendously damaged (see "before" pictures). We know that the damage to the upper floor was due to in large part to a damaged roof which had been leaking since the late 1970s. (We also put a new roof on the Opera House in early 2007 but the costs for the roof are not included in this application as the improvement did not incur during the two year time period as required by this Special Valuation ordinance.) We also believe the original heating system, probably a wood and/or coal fired heating system using gravity, was destroyed and/or replaced also by the late 1970s or before and therefore the upper floor had no heat from the that time to when we purchased the building in 1998! Two previous owners in the 1980s and early 1990s had not repaired the top floor, maybe because it was in such disrepair the costs were prohibitive. In rooms 2 and 3 (see map) plastered ceilings were damaged beyond repair. In many areas the douglas fir floors were rotted or had open holes. The walls in all four rooms were severely damaged; plaster cracking, chipping and falling off the walls in small pieces to very large chunks and literally covering the floor in all rooms. The original electrical system was knob and tube and destroyed. The original light fixtures were also destroyed. And the window frames were in such bad condition they could not be saved. Amazingly, the four original solid core doors to the space survived albeit in bad condition. Much of the original door, wall and window trim also survived but mostly in terrible condition.

### **Description of Restoration:**

The restoration's primary goal was to bring the rooms back to their original condition and grandeur when the building was new in 1911. Every attempt was made to preserve the integrity of the original rooms and also the architectural style of the era which they were constructed - the early 20<sup>th</sup> Century. All original materials were preserved and used, where reasonably possible and had not suffered too much damage, including the douglas

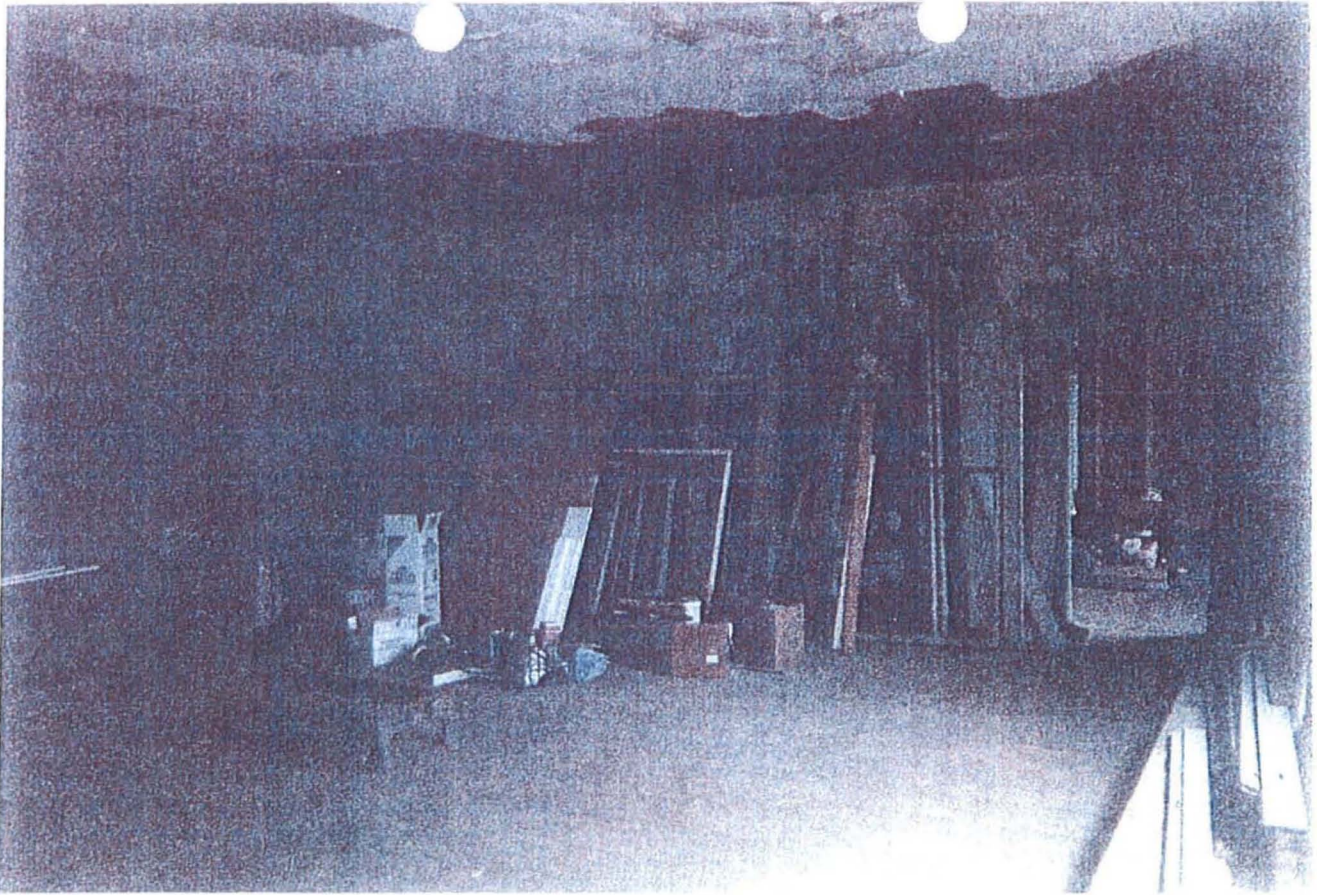


fir wood floor, doors and trim and plaster on the walls and ceilings. All walls, windows and doorways were left in their original locations.

We repaired major portions of the floor with fir, the type of original wood, repaired plaster walls from major damage, repaired/re-supported ceiling joists which were sagging badly and rebuilt with wall board the entire ceilings in rooms 2 and 3 which were damaged beyond repair. We were able to repair the ceilings in rooms 1 and 4 using the original material which was plaster. All ceilings were repaired at the original height of 9 ½ feet. The original doors were repaired and rehung at all door locations. All window, wall and door trim was sanded, primed, painted and replaced. Some of the door and window trim was destroyed. We had an expert carpenter remake this trim using the same type of wood, fir, that was used when the building was constructed. The same style of the original window frames, vertical double-hung, were installed (the exterior window casings to the windows in these rooms were restored in the 1998 restoration project). A new electric system was installed with minimum impact on original walls by furring out the first three feet from floor and running all other wires in the ceiling crawlspace. The light fixtures installed have an early 20<sup>th</sup> Century design replacing the original fixtures (all destroyed). A modern fire alarm system was installed to code in the ceiling crawlspace. Three gas furnaces were installed (two in storeroom above the stage and one in the foyer) and the ducts were located in the crawlspace in the ceiling to preserve the floors and ceiling. In room 3, the large room, we put a rug on the floor as the tenant preferred it for their offices. The original floor was protected when the rug was installed. A large pad was put down but not glued.

This concluded the restoration of the four rooms. Afterwards, the tenant, in order to be able to use the space effectively for their business, required small offices and cubicles. They are using rooms 2 and 4 as office space without making any alterations to the original rooms.

In order to make the large room (room 3 on the map included) usable to our tenant we installed temporary cubicles and offices. These offices and cubicles “fit inside” the original large room and do not harm the original room’s floor, walls and ceilings in any way. The tenant’s cubicles are lightly attached to the floor and removable and offices (see pictures) are also lightly attached to the floor and walls and are removable. These offices use very old restored doors and early 20<sup>th</sup> Century style light fixtures. The doors may or may have not been original to the building and were found in the basement and were probably used in and removed from other locations in the building for some unknown reason, perhaps remodeling years ago. The offices were also trimmed and finished matching the contemporary style and architecture of the time period. In all offices except one the walls do not reach the ceiling (so as to preserve the ceiling) and this design also really adds a wonderful stylish old feel to the offices (see pictures). Additionally and importantly, because of the careful way they were installed these offices can easily be removed, bringing back the space to its original shape, which was a large open rectangular room, and to its original use, which was a large meeting space, without damaging the original restored floor, walls and ceiling of the room.



LARGE ROOM  
LOOKING SOUTH  
"BEFORE"

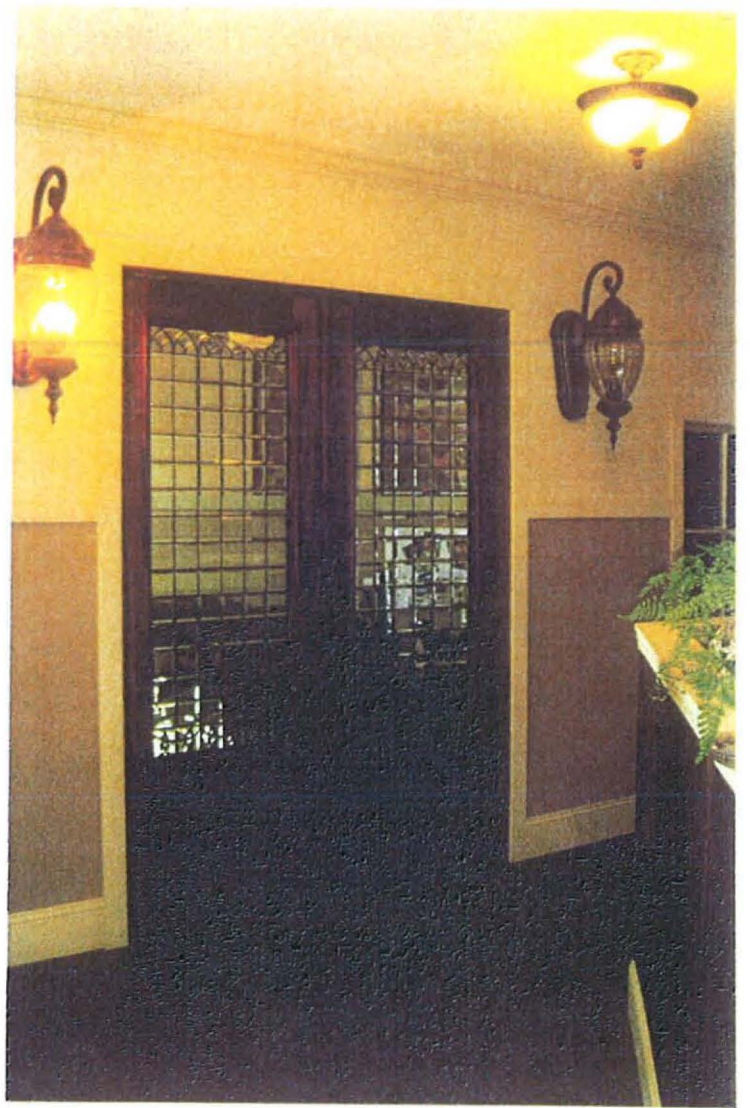
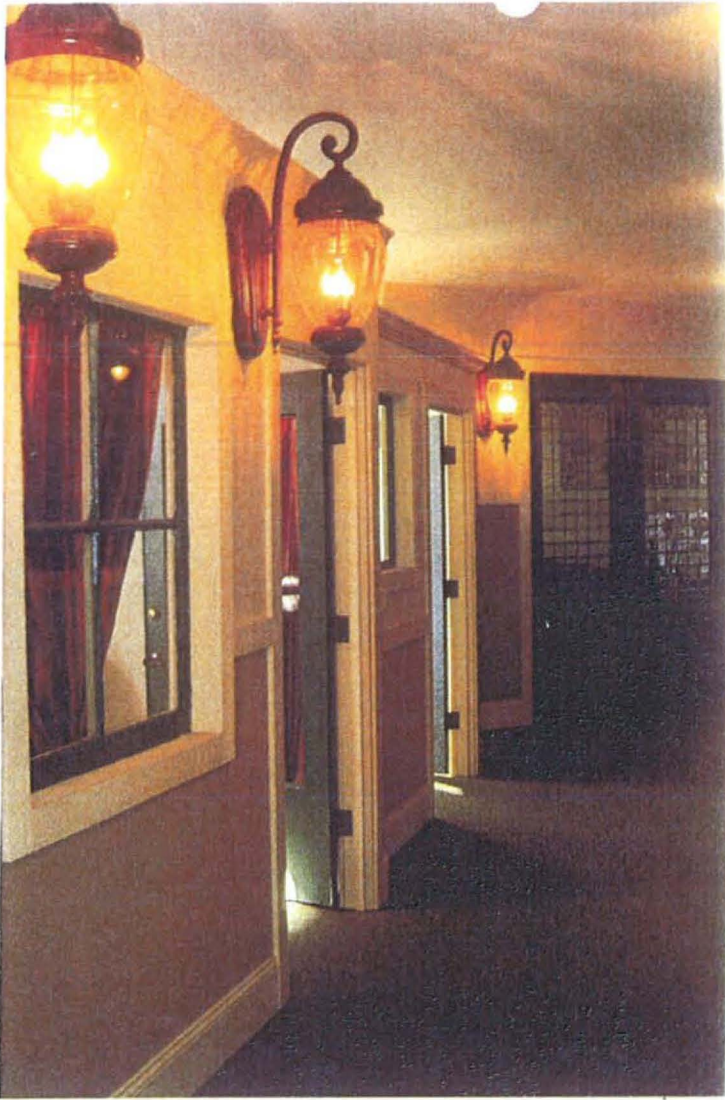


LARGE ROOM  
LOOKING NORTH  
"BEFORE"





THE  
MARYSVILLE  
OPERA  
HOUSE



ROOM 3  
HALLWAY  
+  
OFFICES





Room 3  
OFFICES



Room 3  
OFFICES





Room 3  
CLOSE UP  
OF  
OFFICES



Room 3  
CLOSE UP  
OF  
OFFICES





Room 3  
OFFICES  
+  
CUBICLES



Room 3  
CUBICLES



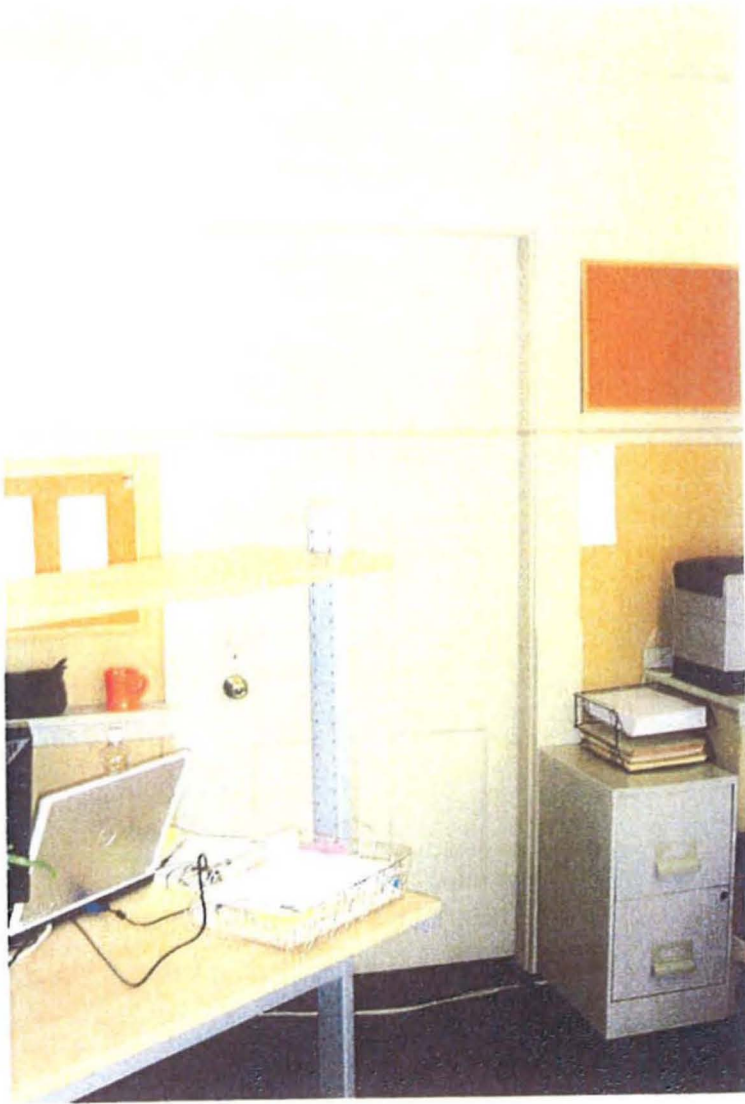


NORTH  
EXIT  
ROOM 3

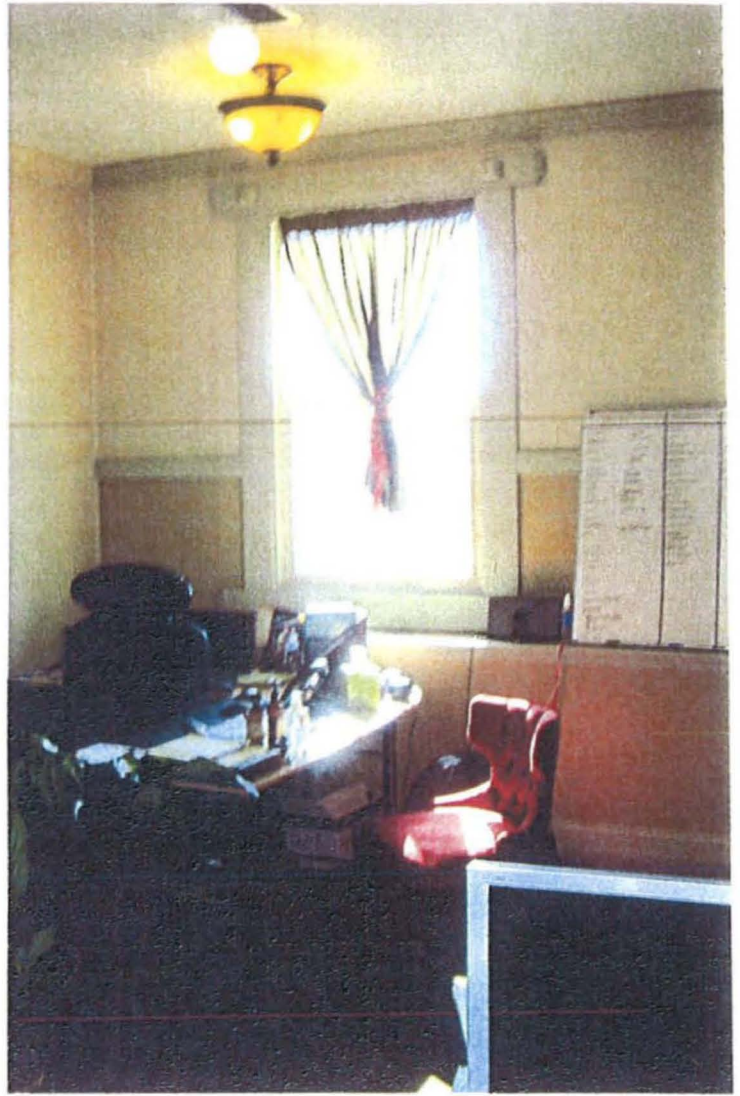


LOOKING  
OUT ROOM 3  
TO FOYER AND  
HALLOWAY

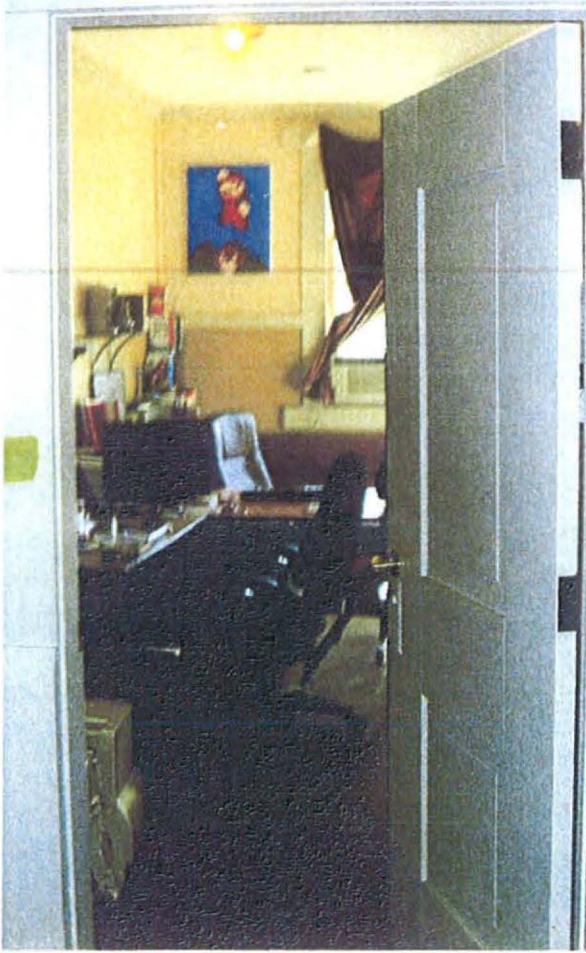




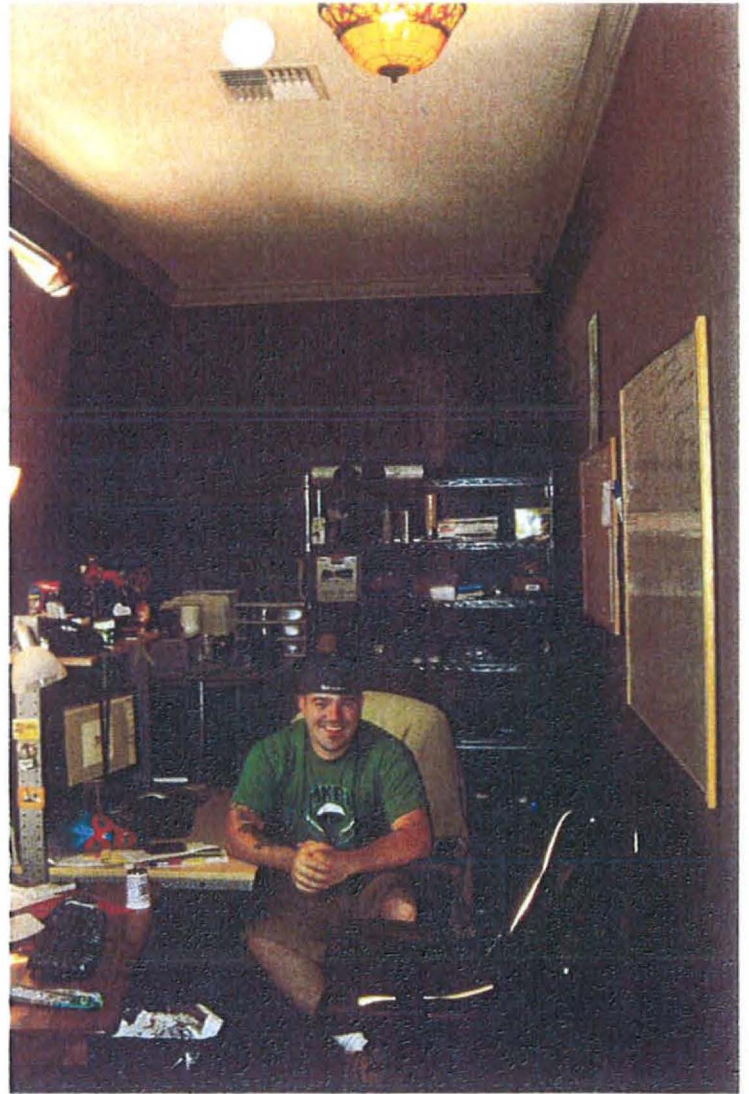
Room 3  
INSIDE OFFICE/  
ENTRY DOOR  
TO ROOM 2



Room 3  
INSIDE  
OFFICE



Room 2  
OFFICE



Room 4  
LONG THIN  
ROOM MADE INTO  
OFFICE  
(TEMPORARILY)

JOHN SPELLMAN  
Governor



JACOB THOMAS  
Director

STATE OF WASHINGTON  
OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION

111 West Twenty-First Avenue, KL-11 • Olympia, Washington 98504 • (206) 753-4011

March 24, 1982

Mr. Floyd M. Galloway  
20101 - 12th Avenue N.E.  
Seattle, WA 98115

Dear Mr. Galloway:

It gives us great pleasure to notify you that

MARYSVILLE OPERA HOUSE

has been selected by the Keeper of the National Register for placement in the National Register of Historic Places.

The National Register records the tangible reminders of the history of the United States and is the official list of the nation's cultural resources worthy of preservation.

We are pleased to apprise you of this honor.

Sincerely,

A handwritten signature in cursive script that reads "Jacob E. Thomas".

Jacob E. Thomas, State  
Historic Preservation Officer

db



ENTRIES IN THE NATIONAL REGISTER OF HISTORIC PLACES

STATE WASHINGTON

Date Entered JAN. 20, 1982

<u>Name</u>	<u>Location</u>
Marysville Opera House	Marysville Snohomish County
Ye College Inn	Seattle King County
Kraus, Joseph, House	Seattle King County
Immanuel Lutheran Church	Seattle King County
Kinkade, John W., Farmstead	Ellensburg vicinity Kittitas County
Nelson, Albert, Farmstead	Ellensburg vicinity Kittitas County

Notified

Honorable Slade Gorton  
Honorable Henry M. Jackson  
Honorable Al Swift  
  
Pacific Northwest Region

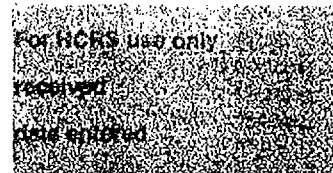
✓ State Historic Preservation Office  
Mr. Jacob E. Thomas  
111 West 21st Avenue KL 11  
Olympia, Washington 98504

For further information, please call the National Register at (202) 272-3504

File Copy

United States Department of the Interior  
Heritage Conservation and Recreation Service

National Register of Historic Places  
Inventory—Nomination Form



See instructions in *How to Complete National Register Forms*  
Type all entries—complete applicable sections

1. Name

historic Marysville Opera House

and/or common Marysville I.O.O.F. Hall

2. Location

street & number 1225 Third Street \_\_\_\_\_ not for publication

city, town Marysville \_\_\_\_\_ vicinity of \_\_\_\_\_ congressional district 2

state Washington code 53 county Snohomish code 061

3. Classification

Category	Ownership	Status	Present Use	
<input type="checkbox"/> district	<input type="checkbox"/> public	<input type="checkbox"/> occupied	<input type="checkbox"/> agriculture	<input type="checkbox"/> museum
<input checked="" type="checkbox"/> building(s)	<input checked="" type="checkbox"/> private	<input checked="" type="checkbox"/> unoccupied	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both	<input type="checkbox"/> work in progress	<input type="checkbox"/> educational	<input type="checkbox"/> private residence
<input type="checkbox"/> site	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
<input type="checkbox"/> object	<input type="checkbox"/> in process	<input type="checkbox"/> yes: restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input checked="" type="checkbox"/> being considered	<input checked="" type="checkbox"/> yes: unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other:

4. Owner of Property

name Floyd M. Galloway

street & number 20101 12th Avenue Northeast

city, town Seattle \_\_\_\_\_ vicinity of \_\_\_\_\_ state Washington 98115

5. Location of Legal Description

courthouse, registry of deeds, etc. Auditor's Office, Snohomish County Administration Building

street & number 3002 Rockefeller

city, town Everett \_\_\_\_\_ state Washington 98201

6. Representation in Existing Surveys

title Snohomish County Cultural Resource Survey has this property been determined eligible? \_\_\_\_\_ yes  no

date June 20, 1980 \_\_\_\_\_ federal \_\_\_\_\_ state  county \_\_\_\_\_ local

depository for survey records Snohomish County Planning Dept., 5th Floor, County Admin. Bldg.

city, town Everett \_\_\_\_\_ state Washington 98201

## 7. Description

Condition		Check one	Check one	
<input type="checkbox"/> excellent	<input type="checkbox"/> deteriorated	<input checked="" type="checkbox"/> unaltered	<input checked="" type="checkbox"/> original site	
<input type="checkbox"/> good	<input type="checkbox"/> ruins	<input type="checkbox"/> altered	<input type="checkbox"/> moved	date _____
<input checked="" type="checkbox"/> fair	<input type="checkbox"/> unexposed			

Describe the present and original (if known) physical appearance

The Marysville Opera House is a two story poured concrete structure, located in the SW $\frac{1}{4}$  of Sec. 28, Twp. 30 N., Rng. 5 E., W.M. Erected in 1911, the building is rectangular in plan (50' wide by 100' deep).

The exteriors of the south and east elevations are stuccoed while the north and west elevations exhibit impressions of the wood forms in which they were poured. A stepped belt course between the first and second stories surrounds the building. Surmounting the south and east elevations is a decorative parapet while on the north and west elevations the parapet is low and plain.

The main facade is divided into three pilastered bays, the center of which contains the entry. The two door entry features a shallow pedimented portico supported by two sets of paired octagonal columns. Left and right of center on the third floor level of the bay are two window openings. Mounted in each opening are paired double hung sash windows with rectangular transoms. Above the windows but below the parapet is a centrally mounted small cornice which spans most of the bay width. Molded into a panel in the parapet and located centrally in the bay is a relief of the three conjoined circle device which is the symbol of the I.O.O.F. organization.

The left bay, narrower than the center bay, features: on the ground level, a single door entry on the left flanked on the right by a double hung sash window; two small symmetrically arranged casement windows on the second floor; two symmetrically arranged double sash windows on the third floor; the letters "IOOF" molded in relief in the parapet. The right hand bay is a mirror image of the left with the exception that the date "1911" is molded in relief in the parapet.

The east elevation is divided into six pilastered bays. It is pierced by one single door entry and a variety of single as well as paired double hung sash and casement windows. Three of the bays exhibit decorative panels either beside or beneath windows.

The very plain north elevation is divided into three bays on a pattern echoing that of the facade. Located centrally in the elevation of the first floor is a double stage door while in the upper left quadrant is located a single entry door comprising the third floor fire escape. This opens onto a wooden porch from which a flight of wood stairs leads down to the west.

The arrangement of bays on the west elevation is symmetrically reflective of the east elevation. Fenestration, composed of a combination of casement and double hung sash windows, varies. Windows in the west elevation are fewer in number and arranged differently than those in the east elevation.

The roof is a combination of flat and sawtooth designs.

The building has a full basement which is currently being used for storage. The first floor features an entry lobby, several anterooms and a large auditorium with a stage and back stage. The balcony for the main auditorium is on a mezzanine between the first and second floors. Eight offices are found on the second floor along with a smaller auditorium, meeting rooms, small banquet room, and a kitchen. Though the building interior is plainly finished for the most part, it does feature extensive use of pressed tin ceilings as well as exhibiting some detailed examples of artistic carpentry.

The building exterior is currently painted a light beige with brown trim. Research has been unable to establish the original colors of the building.

## 8. Significant

Period	Areas of Significance—Check and justify below					
<input type="checkbox"/> prehistoric	<input type="checkbox"/> archeology-prehistoric	<input type="checkbox"/> community planning	<input type="checkbox"/> landscape architecture	<input type="checkbox"/> religion		
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> archeology-historic	<input type="checkbox"/> conservation	<input type="checkbox"/> law	<input type="checkbox"/> science		
<input type="checkbox"/> 1500-1599	<input type="checkbox"/> agriculture	<input type="checkbox"/> economics	<input type="checkbox"/> literature	<input type="checkbox"/> sculpture		
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> architecture	<input type="checkbox"/> education	<input type="checkbox"/> military	<input checked="" type="checkbox"/> social/		
<input type="checkbox"/> 1700-1799	<input type="checkbox"/> art	<input type="checkbox"/> engineering	<input type="checkbox"/> music	<input type="checkbox"/> humanitarian		
<input type="checkbox"/> 1800-1899	<input type="checkbox"/> commerce	<input type="checkbox"/> exploration/settlement	<input type="checkbox"/> philosophy	<input type="checkbox"/> theater		
<input checked="" type="checkbox"/> 1900-	<input type="checkbox"/> communications	<input type="checkbox"/> industry	<input type="checkbox"/> politics/government	<input type="checkbox"/> transportation		
		<input type="checkbox"/> invention		<input type="checkbox"/> other (specify)		

Specific dates 1911 Builder/Architect A.E. Heider

### Statement of Significance (in one paragraph)

The significance of the Marysville Opera House lies in two areas. First, built by the International Order of Odd Fellows to in part provide a cultural center for Marysville, the building is a tangible manifestation of the beneficial social influence exercised by fraternal organizations on behalf of their host communities. Second, as a poured concrete building, it represents an important construction innovation for its period and locale.

The Marysville Opera House was erected in 1911 by the Ebey Lodge #104 of the International Order of Odd Fellows (I.O.O.F) to provide a meeting place for the Lodge and a cultural center for the Town of Marysville after an earlier hall was burned. Chartered on August 20, 1891, the Lodge had no permanent meeting place until about 1898 when it erected a frame building to serve as both an opera house and a home for the I.O.O.F. The frame building served the community until about 1910 when it was destroyed by fire. Erected by local contractor, A.E. Heider, the new opera house cost \$20,000 and was described as being "designed to be full up to the needs of Marysville for many years." The building served as a focus for Marysville social events, housing not only the Odd Fellows but also similar social organizations such as the Rebeccas and the Neighbors of Wood Craft. Too, it provided the means and the opportunity for the citizens of Marysville, a relatively remote town for many years, to enjoy the performing arts as presented by traveling troupes, as well as affording a forum for presentations by local talent.

With respect to the Odd Fellows organization itself, community service was one of the order's primary objectives. The Odd Fellows established a cemetery and sold lots, conducted a welfare program which paid benefits to ill and indigent members, their families and widows and made loans to members.

Against the background of severe economic and social dislocation accompanying the Great Depression, these lodge functions assumed even greater significance. The relief efforts which the lodge undertook not only were of immediate benefit to recipients but, as with similar projects in other communities, were important in re-establishing local faith in the community's ability to deal with the Depression's effects. The organization was also important for its social influence in the community. The Odd Fellows was a moral rather than religious order and enforced a strict moral code upon its members. During the life of the lodge, its membership, though limited to the local, white male population, included many of the town's leading citizens who, as members, were expected to abide by the code.

Architecturally, the opera house represents an unusual variation from the masonry and wood frame construction techniques which were regionally common at the time of its erection. No other contemporaneous buildings employing this technology have been identified in the local area. Within the entire county only one earlier poured concrete building has been discovered an industrial boiler house dating from 1906.

Though the lodge disbanded in 1966 after 75 years of service to the community of Marysville, the substantial concrete opera house which it left behind is an imposing and important architectural cornerstone for the community of Marysville. Also, it memorializes that spirit which motivates individuals in a community to band together and strive harmoniously to the general benefit of the community at large.

## 9. Major Bibliographical References

Harkins, Carol; Miscellaneous collection of I.O.O.F. documents.  
Marysville Globe; Marysville, Washington. Vol. 19, 10 April 15, 1911, Vol. 19, 27 August 12, 1911, Vol. 19, 37 October 21, 1911.  
 Whitfield, William, History of Snohomish County Washington. Chicago: Pioneer Historical Publishing Company 1926.

## 10. Geographical Data

Acreage of nominated property less than 1  
 Quadrangle name Marysville Quadrangle scale 1:24,000

UMT References

A	1 0	5 6 3	1 5 0	5 3	2 2	0 9 0	B			
	Zone	Easting		Northing			Zone	Easting	Northing	
C							D			
E							F			
G							H			

Verbal boundary description and justification

Lot 12 of Block 2, plat of Marysville; building occupies nearly the entire lot.

List all states and counties for properties overlapping state or county boundaries

state	code	county	code
state	code	county	code

## 11. Form Prepared By

name/title Brent Lambert, Historic Preservation Planner  
 organization Snohomish County Planning Department date June 20, 1980  
 street & number 3002 Rockefeller telephone (206) 259-9324  
 city or town Everett state Washington 98201

## 12. State Historic Preservation Officer Certification

The evaluated significance of this property within the state is:

national  state  local

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the Heritage Conservation and Recreation Service.

State Historic Preservation Officer signature

title	date
For HCRS use only	
I hereby certify that this property is included in the National Register	
date	
Keeper of the National Register	
Attest:	date
Chief of Registration	



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Visitor and Community Information Center Services Agreement	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Proposed Agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The City of Marysville has contracted with The Greater Marysville Tulalip Chamber of Commerce for visitor and community information services for the past five years. The latest contract will expire December 31, 2009 and both the City and the Chamber wish to renew this agreement.

The City of Marysville together with the Greater Marysville Tulalip Chamber of Commerce and the Tulalip Tribes have worked together on joint efforts to foster economic growth in our community.

The proposed agreement is the same terms and conditions as the 2009 agreement, contract amount of \$34,000, and a term of January 1, 2010 to December 31, 2010.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Visitor and Community Information Center Services Agreement with the Greater Marysville Tulalip Chamber of Commerce and City of Marysville.
<b>COUNCIL ACTION:</b>

VISITOR & COMMUNITY INFORMATION CENTER  
SERVICES AGREEMENT

THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE  
& CITY OF MARYSVILLE

The CITY OF MARYSVILLE, a first-class municipal corporation of the State of Washington (hereinafter the “City”), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, 8825 34<sup>th</sup> Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the “Contractor”), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. PURPOSE: This Agreement covers the partial funding of a Visitor & Community Information Center which is a joint economic development project of The Greater Marysville Tulalip Chamber of Commerce, the City of Marysville and the Tulalip Tribes.
- II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2010 to December 31, 2010 both dates inclusive.
- III. LIAISON: The City’s officer responsible for this Agreement is Mary Swenson the Chief Administrative Officer. The Contractor’s responsible person is Caldie Rogers, the President/CEO.
- IV. SCOPE OF WORK: See Exhibit “A” attached and incorporated herein by this reference.
- V. PAYMENT: Contractor shall be paid \$34,000.00 per year payable in the first quarter of 2010.
- VI. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.
- VII. LIABILITY AND INSURANCE: The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form comprehensive General Liability	\$1,000,000

C. Automobile Liability

\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

VIII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.

IX. DEFAULT AND REMEDIES:

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated by the non-defaulting party upon seven (7) days written notice (delivered by certified mail).

B. In the event of default by either party, the non-defaulting party may, at its option, bring suit to either recover damages resulting from the default or, alternatively, seek specific performance of this Agreement.

C. Should a party file suit to enforce the provisions of this Agreement, including without limitation a suit seeking damages for default, the substantially prevailing party shall be entitled to recoup its legal expenses, including reasonable attorney's fees incurred, in connection with such effort.

D. If either party defaults without legal excuse in timely fulfilling any monetary obligation owed to the other party hereunder, the obligation shall bear 12% simple interest from the date of default until paid in full.

X. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XI. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the

provisions contained therein, shall be instituted and maintained only in Snohomish County Superior Court, Everett, Washington.

- XII. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, for the Contractor,  
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

\_\_\_\_\_  
President/CEO

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, for the  
CITY OF MARYSVILLE:

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

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

## EXHIBIT A

### VISITOR & COMMUNITY INFORMATION CENTER

#### SCOPE OF WORK

The goal of the Visitor & Community Information Center (VCIC) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place to visit whether for leisure, business, or culture with a focus on enhancing the visibility and growth of businesses within the visitor market; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

Free travel and recreation counseling services will be provided to visitors and residents 9:00 a.m. to 5:00 p.m., seven days a week from Memorial Day through Labor Day and Mondays through Fridays from Labor Day to Memorial Day. Free community and business information will be provided to residents, current and potential investors and businesses year-round Mondays through Fridays from 9:00 a.m. to 5:00 p.m.

A summary of contacts and services rendered will be tracked and reported monthly in writing to the City's project manager.

The Chamber's scope of work regarding the Visitor & Community Information Center will include:

- Organize and coordinate an ongoing Volunteer Travel Counselor Development Program to include recruitment, placement, training, supervising, recognition and evaluation of volunteers;
- Plan and direct the activities of the Visitor & Community Information Center including: developing a comprehensive information network, monitoring and updating changes in information, collecting and distributing literature and materials, providing promotional display areas in the Visitor & Community Information Center, and providing Voter's Registration services;
- Develop cooperative relations with local and statewide chambers of commerce, information centers, visitor and convention bureaus, local community service organizations, other tourist attractions and the State of Washington's Division of Tourism, providing an environment required to adequately respond to requests from visitors, locals and businesses for information and referrals;
- Coordinate approved public use of chamber facilities including scheduling use, supervising and monitoring use, assisting users as required, and identifying and reporting safety and maintenance concerns;

- Maintain and distribute literature and materials reasonably required for the proper and efficient operation of the Visitor & Community Information Center;
- Collect and display tourism and recreation promotional videos;
- Maintain a record keeping system, resource library and community information data bases;
- Manage the administrative functions of the Visitor & Community Information Program including: recruiting, hiring, training, supervising and evaluating the Visitor Services staff, includes full-time, part-time, temporary, interns and students.
- Serve as a distribution point for materials generated and provided by the City's economic development committees.
- Assist the City's economic development efforts by providing available information to committees as requested.
- Direct businesses seeking relocation to the City's Community Development Director or appropriate City staff.
- Provide a monthly report documenting businesses seeking location and/or relocation to the region.
- Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.

In an effort to keep all parties informed with the progress and successes of this agreement the parties agree to the following:

- The Chamber President will meet on a monthly basis with the City's Chief Administrative Officer to ensure adequate lines of communication exist between both parties.
- The Chamber President/CEO and four Chamber Board members will meet with the Mayor, Chief Administrative Officer and three Council members, on a quarterly basis to review the status of the contract.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Interlocal Agreement for Emergency Management Services	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> City Emergency Management Coordinator & Police Administration Division Manager Bob Dolhanyk	<b>APPROVED BY:</b> Chief Rick Smith	
<b>ATTACHMENTS:</b> Proposed Interlocal Agreement for Emergency Management Services with Snohomish County		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$39,632.00 (2010 only) (2011 to be determined)	

The purpose of this agreement is to renew the Interlocal Agreement for Emergency Services with Snohomish County. Marysville participated in previous agreements to establish direction and responsibilities when emergency management services were needed and/or required. This agreement is nearly identical to the previous agreement with only a date change and a rate change being proposed.

The date change to this agreement reflects actual practice. The rate change for 2010 is an increase of 1 cent from \$1.05 to \$1.06 per capita. This agreement still provides the city a cost effective method in addressing emergency management services.

<b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Snohomish County Interlocal Agreement for Emergency Management Services.
<b>COUNCIL ACTION:</b>

After recording return to:

Office of the Executive  
Snohomish County  
3000 Rockefeller Avenue, M/S 307  
Everett, WA 98201

INTERLOCAL AGREEMENT FOR  
EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County"), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as "City").

WHEREAS, the County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC; and

WHEREAS, the County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW; and

WHEREAS, the City and the County have previously contracted for coordinated emergency management services through the Interlocal Agreement for Emergency Management Services dated November 13, 2007; and

WHEREAS, the County and City believe that it is in the public interest to continue to provide and coordinate emergency management services as provided herein;

NOW, THEREFORE, the County and City hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs and thereby to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Term. The term of this Agreement shall commence at 12:01 a.m. on the 1st day of January 2010, and expire at midnight on the 31st day of December 2011. This Agreement is subject to termination prior to its expiration date pursuant to Section 3.

3. Termination; Notice. If either party determines that it wishes to terminate this Agreement prior to its expiration, it shall provide written notice to the other by no later



than June 15 of the year of termination. Termination pursuant to such notice may not occur prior to December 31st of the calendar year in which notice is given.

4. Definitions. The following definitions shall apply to this Agreement:

A. "Advisory Board" means the SCDEM Advisory Board established pursuant to SCC 2.36.100.

B. "City" means the City of Marysville.

C. "County" means Snohomish County.

D. "Director" means the Director of SCDEM appointed pursuant to SCC 2.36.060.

E. "Emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. It does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

F. "Emergency or disaster" means an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

5. Emergency Management Services. The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the services described in its comprehensive emergency management plan and as further described in Attachment A, which is attached and incorporated herein, subject to the limitations provided for in Paragraph 9.

6. Compensation. It is the intent of the parties that the City pay the costs of emergency management services provided by the County pursuant to this Agreement, including reasonable operation and maintenance costs, through service charges as established by this Agreement.

For 2010, the City shall pay annual service charges to the County at the rate of \$1.06 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2009 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Attachment B.

The service charges to be paid by the City shall be adjusted January 1, 2011, as follows: (1) the 2011 per capita rate shall be the 2010 per capita rate adjusted by the amount of the change in the B.L.S. Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April 2009 to April 2010; and (2) the 2011 service charges shall be based on the City's population number from the Office of Financial Management (OFM) *April 1, 2010 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*.

By July 10, 2010, the County shall issue a revision to Attachment B to reflect the City's population number from the Office of Financial Management (OFM) *April 1, 2010 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and resulting actual service charges for 2011

Payments are due and payable quarterly on January 31, April 30, July 31, and October 31st.

7. Advisory Board. The City shall be entitled during the term of this Agreement to representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended. A copy of SCC 2.36.130 in effect on the date of execution of this Agreement is attached hereto as Attachment C.

8. Privileges and immunities. Whenever the employees of the County or City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or City in Chapter 38.52 RCW.

9. No warranty/rights of third parties. Notwithstanding any other provision of this Agreement, the emergency management services provided for herein shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. This Agreement confers no rights upon third parties.

10. Hold harmless and indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party



16. Recording. This Agreement shall be recorded by the County with the Snohomish County Auditor.

DATED this \_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF MARYSVILLE**

**SNOHOMISH COUNTY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Snohomish County Executive

Attest:

Attest:

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Approved as to form:

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

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Interlocal Agreement**  
**Attachment A**

**Section A.**

**AUTHORITIES**

The County shall operate and have emergency powers as authorized by RCW 38.52.070 and exercise disaster control and coordination through its Department of Emergency management (DEM).

**Section B.**

**EMERGENCY MANAGEMENT ORGANIZATION**

1. Provide an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). The organization will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters.
2. In order to support cities and/or incident commanders during disasters, as defined by RCW 38.52.010(6) or as declared by the Governor of the State of Washington, DEM will activate the Snohomish County Emergency Operations Center (EOC).

There are three levels of activation of the Snohomish County EOC:

Level I activation involves minor emergencies and the EOC will be primarily staffed from existing emergency management personnel and resources.

Level II activation involves incidents that have special characteristics requiring response by multiple county departments and partner agencies. It requires the acquisition and/or use of special resources. This level of activation will require support from selected Emergency Support Functions (ESF) and may include overnight operation.

Level III activation involves extraordinary incidents that require the coordinated response of all levels of government and emergency services in order to save lives and protect property. This level activation will require 24/7 operation and utilization of all ESF personnel.

The level of EOC activation depends on the situation and the need for coordination and support. The EOC may be activated upon a request from outside agencies such as fire districts, public safety answering points (dispatch centers) or other local governments to support their operations, but the decision to activate the EOC is made by either the

Director of the Department of Emergency Management (DEM), the Response and Recovery (R&R) Division or the appropriate designee in the DEM line of succession.

3. Under the provisions of Chapter 38.52 RCW, the County will initiate, through the County Executive, a Declaration of Emergency when it determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

### **Section C.**

#### **PERSONNEL**

1. DEM is structurally organized, staffed, and trained to provide emergency management functions via a strategic means.
2. When requested and when practicable, DEM will deploy liaison(s) to cities to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the EOC, DEM may request that cities deploy liaisons to the EOC at Paine Field to, among other things, enhance communication between the EOC and the incident site(s).

### **Section D.**

#### **EMERGENCY COMMUNICATION**

1. DEM will endeavor to minimize injury, death, and destruction by utilizing traditional communication means to warn and provide information and instruction to the general public regarding impending or occurring disasters.
2. DEM and participating cities will utilize communication protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP). DEM will provide participating cities with training and information or technical assistance to endeavor to ensure communications compatibility and effectiveness during a crisis.

### **Section E.**

#### **RESOURCES AND EQUIPMENT**

1. DEM will provide, through the Snohomish County EOC and under the guidelines of NIMS and ICS, for the utilization of resources in efforts to minimize the effects of disasters.
2. DEM will request assistance for cities as needed through established emergency management protocols, from the County to State, State to Region, and Region to National levels.

3. DEM will, through an ongoing process, identify and “type” according to federal and state standards appropriate County resources and assets, including those located within participating city jurisdictions. DEM will maintain the list for disaster response purposes and it shall be available for participating cities to review at their request when *For Official Use Only (FOUO)*. RCW 42.56.420(1).

## **Section F.**

### **PLANNING, TRAINING, AND EXERCISE SERVICES**

1. DEM, through the Training and Exercise Officer, will coordinate with participating cities to develop training and exercise programs to assist Snohomish County’s citizens, governments, and government leaders to become better prepared for disasters.

2. DEM will develop, maintain, and distribute a master list of available training and exercise opportunities for participating cities.

3. DEM will provide technical assistance and guidance for participating cities on federal and/or state requirements regarding emergency management training and exercises and how best to meet said requirements. When feasible and where cost effective, DEM will directly provide training for participating cities. When DEM is not able to provide direct training, DEM will assist cities to seek necessary funds to accomplish required or desired training.

4. DEM shall provide for participating cities current templates and technical assistance for development of the local Comprehensive Emergency Management Plan (CEMP) where required and/or the Emergency Operations Plan (EOP) and Continuity of Operations Plan (COOP).

5. DEM will provide technical support and assistance for the development of Public Information plans in participating cities. DEM will, through Emergency Support Function 15 (ESF-15), work to develop a protocol for operation of a Joint Information Center (JIC) between the County and participating cities as needed during disasters.

## **Section G.**

### **DISASTER RECOVERY and MITIGATION**

1. DEM will assist participating cities in the recovery process as defined in Public Law 93-288, as amended, the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*. When specifically requested, DEM will provide strategic and technical leadership and, where necessary and practicable, training for participating cities to successfully recover from disasters.

2. DEM, through its Preparedness and Mitigation Division, will provide participating cities with a current list of available mitigation grants and technical

guidance that will enable them to apply for funds to prevent or minimize future disasters. When a participating city receives federal or state mitigation grants for projects, DEM will endeavor to assist those cities with technical guidance to meet the objectives and requirements of said grant.



## ATTACHMENT B

### Service Fees by Participating Jurisdiction and Year

2009 Service Fees			
Jurisdiction	April 1, 2008 Population Est. <sup>1</sup>	2009 Per Capita Rate <sup>2</sup>	2009 Fees <sup>3</sup>
Arlington	17,050	\$1.05	17,868
Darrington	1,500	\$1.05	1,572
Gold Bar	2,210	\$1.05	2,316
Granite Falls	3,290	\$1.05	3,448
Index	160	\$1.05	168
Lake Stevens	14,560	\$1.05	15,259
Marysville	37,060	\$1.05	38,839
Snohomish	9,020	\$1.05	9,453
Stanwood	5,445	\$1.05	5,706
Sultan	4,550	\$1.05	4,768
Total	94,845		99,398

2010 Service Fees			
Jurisdiction	April 1, 2009 Population Est. <sup>4</sup>	2010 Per Capita Rate <sup>5</sup>	2010 Fees <sup>6</sup>
Arlington	17,150	\$1.06	18,110
Darrington	1,505	\$1.06	1,589
Gold Bar	2,150	\$1.06	2,270
Granite Falls	3,375	\$1.06	3,564
Index	155	\$1.06	164
Lake Stevens	14,800	\$1.06	15,629
Marysville	37,530	\$1.06	39,632
Snohomish	9,145	\$1.06	9,657
Stanwood	5,590	\$1.06	5,903
Sultan	4,555	\$1.06	4,810
Tulalip Tribes <sup>10</sup>	4,020	\$1.06	4,261
Total	99,975		105,590

2011 Service Fees			
Jurisdiction	April 1, 2010 Population Est. <sup>7</sup>	2010 Per Capita Rate <sup>8</sup>	2010 Fees <sup>9</sup>
Arlington	TBD	TBD	TBD
Darrington	TBD	TBD	TBD
Gold Bar	TBD	TBD	TBD
Granite Falls	TBD	TBD	TBD
Index	TBD	TBD	TBD
Lake Stevens	TBD	TBD	TBD
Marysville	TBD	TBD	TBD
Snohomish	TBD	TBD	TBD
Stanwood	TBD	TBD	TBD
Sultan	TBD	TBD	TBD
Tulalip Tribes <sup>10</sup>	TBD	TBD	TBD
Total	TBD		TBD

<sup>1</sup>Source: State of Washington, Office of Financial Management, April 1, 2008 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

<sup>2</sup>The 2009 Per Capita Rate, \$1.048, is the 2008 Per Capita Rate, \$1.01, adjusted by the change in CPI-W from April 2007 to April 2008, 3.8%.

<sup>3</sup>The 2009 fees are based on the April 1, 2008 population estimate and the 2009 per capita rate.

<sup>4</sup>Source: State of Washington, Office of Financial Management, April 1, 2009 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

<sup>5</sup>The 2010 Per Capita Rate is the 2009 Per Capita Rate (\$1.048) adjusted by the change in CPI-W from April 2008 to April 2009, 0.08%

<sup>6</sup>The 2010 fees are based on the April 1, 2009 population estimate and the 2010 per capita rate.

<sup>7</sup>Source: State of Washington, Office of Financial Management, April 1, 2010 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

<sup>8</sup>The 2011 Per Capita Rate is the 2010 Per Capita Rate (\$1.056) adjusted by the change in CPI-W from April 2009 to April 2010,(TBD)

<sup>9</sup>The 2011 fees are based on the April 1, 2010 population estimate and the 2011 per capita rate.

<sup>10</sup> The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year

## ATTACHMENT C



### **2.36.130 Duties of the advisory board.**

- (1) The board shall serve in an advisory capacity and have the power to make recommendations to the county.
- (2) The board shall advise the director of emergency management in recommending to the executive, actions on the following:
  - (a) Emergency management plans;
  - (b) The department's budget;
  - (c) Rate schedules for emergency management service charges paid by contracting agencies;
  - (d) Grant applications and utilization of awarded grant funds; and
  - (e) Other matters as requested by the county executive or the director.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: <b>Ingraham Boulevard Corridor Improvements – Purchase of Wetland Mitigation Credits</b>	AGENDA SECTION: New Business	
PREPARED BY: Patrick Gruenhagen, Project Manager	APPROVED BY:  	
ATTACHMENTS: Attachment 1: Snohomish Basin Mitigation Bank Brochure Attachment 2: Buy/Sell Agreement for Purchase of Wetland Mitigation Credits from Habitat Bank, LLC		
	MAYOR	CAO
BUDGET CODE: 30500030.563000 / R-0502	AMOUNT: \$100,800.00	

**DESCRIPTION:**

In accordance with environmental permits recently received from the US Army Corps of Engineers and the Washington State Department of Ecology, the City is obligated to mitigate for impacts to sensitive areas that occur as a result of the upcoming Ingraham Boulevard Project. The City determined that the most cost-efficient way to do so would be through a combination of on-site plantings and wetland enhancements, in conjunction with purchase of wetland mitigation “credits” from an approved wetland bank.

Accordingly, the City solicited quotes in July 2009 for purchase of 2.81 mitigation credits from the two bank proprietors within the Snohomish River watershed – Skykomish Habitat, LLC and Habitat Bank, LLC. The quotes, as received, were \$281,000.00 and \$224,500.00, respectively. In turn, the City selected Habitat Bank, LLC and its Snohomish Basin Mitigation Bank (“SBMB”) for the planned purchase of off-site mitigation credits for Ingraham. (See Attachment 1 for additional information on SBMB.)

As initial discussions with Habitat Bank began, DOE approached the City and indicated that it would be amenable to a reduction in the overall off-site credit purchase from 2.81 mitigation credits to 1.26 mitigation credits – based on an 11<sup>th</sup> hour decision by DOE to recognize portions of planned on-site mitigation as sufficient offset for what it termed “indirect wetland impacts.” Thus, the attached Buy/Sell Agreement between the City and Habitat Bank, LLC (Attachment 2) contemplates a purchase of 1.26 mitigation credits at an overall purchase price of \$100,800.00. Staff notes that Habitat Bank, LLC chose to honor its original quote of approximately \$79.8k per credit purchased, even though the magnitude of the planned credit purchase ultimately came to be less than half of what it was originally.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the enclosed Buy/Sell Agreement with Habitat Bank, LLC, in the amount of \$100,800.00.
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COUNCIL ACTION:
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# ATTACHMENT # 1

## *Mitigation Bank Literature*



# Snohomish Basin Mitigation Bank



## Introduction

The Snohomish Basin Mitigation Bank (SBMB) is the first private, entrepreneurial wetland mitigation bank approved in Washington State.

The SBMB is located between Duvall and Monroe at the confluence of the Snoqualmie and Skykomish Rivers and consists of 225 acres of wetland, upland and riparian habitat. The SBMB will restore 27 acres of degraded wetlands and re-establish 135 acres of new wetlands. The bank will be restored in phases and is bordered by hundreds of acres of protected and natural areas that, combined, will make up a large wetland complex and wildlife corridor at the confluence of the Snoqualmie and Skykomish Rivers.

Public agencies and private developers will be able to utilize bank credits for permitted projects where impacts to wetlands, streams and critical area buffers must be mitigated.

The bank is authorized by the US Army Corps of Engineers, US Environmental Protection Agency, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, and Snohomish County to issue wetland mitigation credits for use in a large portion of the Snohomish River watershed (WRIA-7) as described in the SBMB service area. [see service area map]





## Benefits of Mitigation Banking

Given the high failure rate of small onsite mitigation projects, wetland mitigation banking is now one of the preferred options for mitigating permitted impacts to critical areas. Banking consolidates mitigation into large sites that have significant ecological value, are protected by conservation easements, have a high probability of success and sustainability, are monitored and maintained for 10 years and have funded third party stewardship in perpetuity.

## Using the SBMB

Satisfying mitigation requirements with credits from the SBMB will save time and money on many projects. The developer can meet the mitigation requirement in days by purchasing mitigation credits, rather than spend years permitting, constructing, maintaining and monitoring on-site mitigation.

The option to use mitigation credits versus do on site mitigation is at the discretion of the permitting agency. If the project permit requires mitigation, the regulator issuing the permit will decide if bank credits are the best alternative for the developer to use.

If bank mitigation credits are an option, the permit will state this and let the applicant know how much credit (in acres) they need to purchase. When the applicant contacts Habitat Bank and purchases credits, Habitat Bank notifies the permitting agencies that mitigation credits have been purchased for a specific permit number. The mitigation requirement is fulfilled and the applicant is then free of all responsibility and liability with regard to mitigation for that permit.



## Credit Ratios

The number of SBMB credits normally required to compensate for each unit of permanent loss of listed aquatic resource has been recommended by the agencies approving the bank. The wetland functional categories are based on the "Washington State Wetland Rating System for Western Washington, as revised 2004."

Units of loss are measured in acres for wetland and buffer impacts and may be measured in either acres or linear feet for stream impacts.

### Ratio of Impact to Credit

Resource Impact	SBMB Credits
Wetland, Category I	Case by Case
Wetland, Category II	1.2
Wetland, Category III	1.0
Wetland, Category IV	.85
Critical Area Buffer	Case by Case
Stream	Case by Case

## Summary of Existing and Proposed Conditions

The table shows the area of expected wetland habitat restored per phase.

The SBMB will restore 135 acres of new Category II wetlands to the National Wetland Inventory.

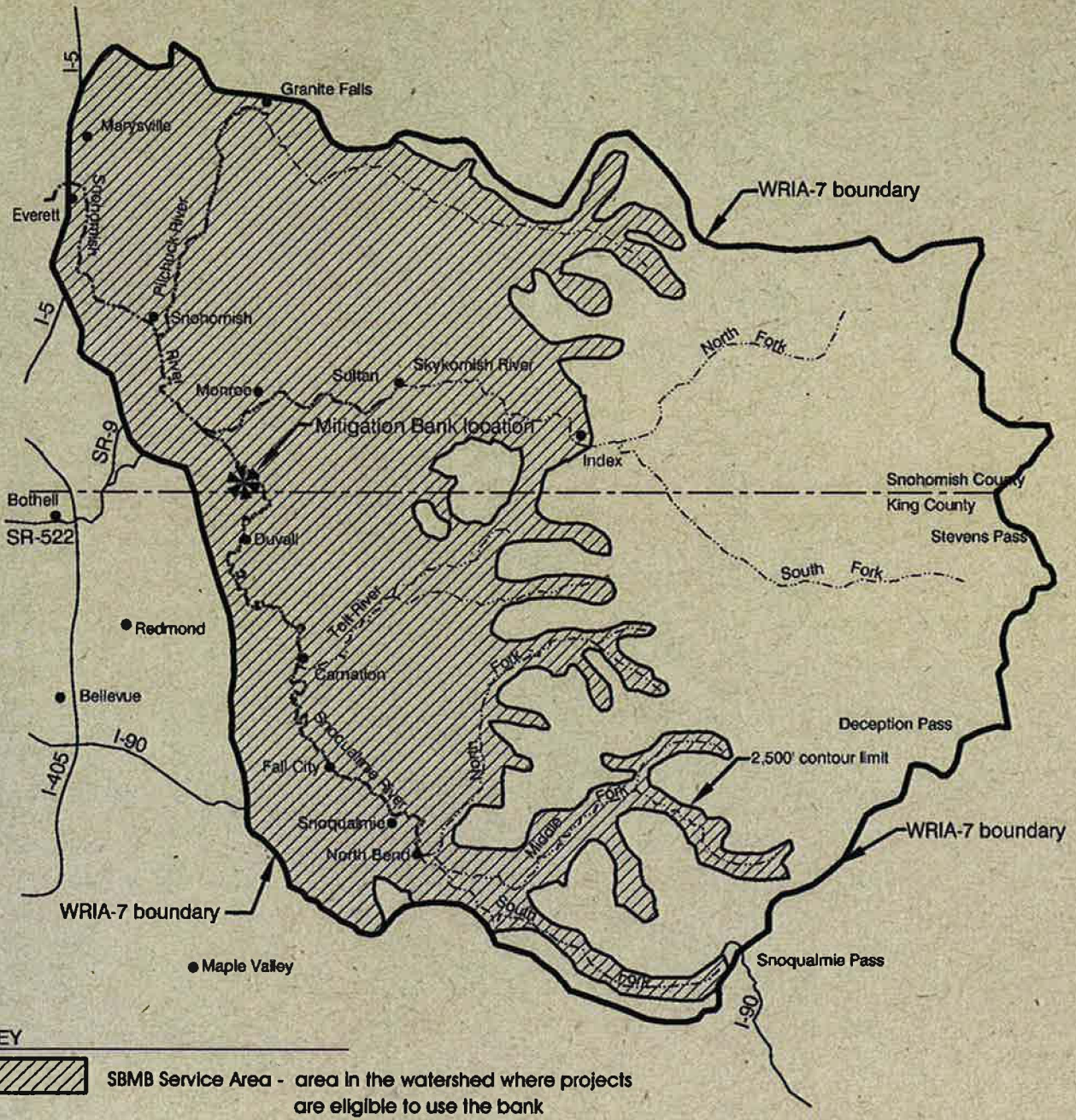
The table shows the mix of different habitat types restored to the site from the current condition in acres and length of stream restoration in linear feet.




Habitat	Existing Conditions (acres)			Proposed Conditions (acres)			
	Effectively Drained or Other Upland	Farmed Wetland	Total	Phase 1	Phase 2	Phase 3	Total
Perimeter Buffer	0	0	0	5.9	5.3	11.4	22.6
Floodplain Upland	0	0	0	15.3	12.0	16.1	43.4
Forested Wetland	0	0	0	6.8	14.4	11.7	32.9
Scrub-Shrub Wetland	0	0	0	4.2	20.4	16.2	40.8
Emergent Wetland (wet meadow marsh)	0	0	0	8.4	59.8	13.5	81.7
Aquatic Bed Wetland	0	0	0	0.2	3.1	0.3	3.6
Pasture	197.2	27.8	225.0	0	0	0	0
<b>Total Acres</b>	<b>197.2</b>	<b>27.8</b>	<b>225.0</b>	<b>40.8</b>	<b>115.0</b>	<b>69.2</b>	<b>225.0</b>
Stream Channel (linear feet)	0	0	6400lf	0	6600lf	2400lf	9000lf



# Snohomish Basin Mitigation Bank Service Area Map



**KEY**

 SBMB Service Area - area in the watershed where projects are eligible to use the bank

**Contact.**  
 For more information about the Snohomish Basin Mitigation Bank, please contact Victor Woodward at: victorw@comcast.net or 425 785 8428. [www.habitatbank.com](http://www.habitatbank.com)



ATTACHMENT # 2

*Buy / Sell Agreement*

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT  
SNOHOMISH BASIN MITIGATION BANK**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between HABITAT BANK, LLC, a Washington limited liability company (“Bank Sponsor”), and the City of Marysville, a local jurisdiction in the State of Washington (“Buyer”) (collectively “Parties”).

**1. RECITALS**

- 1.1. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), Bank Sponsor has established a wetland mitigation bank known as the “Snohomish Basin Mitigation Bank” (“SBMB”).
- 1.2. The SBMB is established to operate within a portion of the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the SBMB’s “Service Area.”
- 1.3. The purpose of the SBMB is to provide off-site mitigation for unavoidable impacts to wetlands associated with certain development activity within the Service Area.
- 1.4. Bank Sponsor is authorized by the Permitting Authorities to operate the SBMB and to obtain, hold, sell, and transfer wetland mitigation credits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.5. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.6. Buyer wishes to purchase from Bank Sponsor and Bank Sponsor wishes to sell to Buyer one or more Mitigation Credits from the SBMB for the Project on the terms and conditions contained in this Agreement.

**2. AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Bank Sponsor and Buyer agree as follows:

**2.1. *Purchase/Sale of Mitigation Credits***

2.1.1. **Purchase/Sale.** Bank Sponsor hereby sells to Buyer and Buyer hereby buys from Bank Sponsor ONE AND 26/100THS (1.26) Mitigation Credits upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).

2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be ONE HUNDRED THOUSAND EIGHT HUNDRED AND NO/100THS DOLLARS (U.S. \$100,800) (“Purchase Price”).

2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Bank Sponsor as otherwise provided in this Agreement.

**2.2. *Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.***

2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Bank Sponsor provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Bank Sponsor shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project.** *[to be completed by Buyer]* The Project, Permit(s), and related information is as follows:

2.2.2.1. Buyer’s name, address, & telephone number:

City of Marysville  
1049 State Avenue  
Marysville, WA 98270.  
(360) 363-8000

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

Hydraulic Project Approval  
Jamie Bails  
Washington State Department of Fish and Wildlife, Region 4  
16018 Mill Creek Blvd.  
Mill Creek, WA 98012-1296

404 Individual Permit  
Jonathan Smith, Project Manager  
U.S. Army Corps of Engineers - Seattle District Regulatory Program  
PO Box 3755  
Seattle, Washington 98124

Section 401 Water Quality Certification  
Lori Lull  
Federal Permit Coordinator (Shorelands and Environmental Assistance)  
Washington State Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave SE  
Bellevue, Washington 98008-5452

Endangered Species Act Consultation and Review  
Joel Moribe  
UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
Northwest Region  
7600 Sand Point Way N.E., Bldg. 1  
Seattle, Washington 98115

SEPA Review  
City of Marysville Community Development  
80 Columbia Avenue  
Marysville, WA 98270

2.2.2.3. Permit(s) Number(s) Date of Permit:

<u>Permit Agency</u>	<u>Number</u>	<u>Date of Issuance</u>
WA Fish & Wildlife	114225-1	August 13, 2009
US Army COE	NWS-2008-1019	November <u>5</u> , 2009
WA DOE	WQ Cert. 7057	August 31, 2009
US Dept Commerce/NMFS	2008/07103	July 15, 2009
City of Marysville (SEPA Mitigated Determination of Non-significance)	PA09022	August 18, 2009

2.2.2.4. Project Name & Location:

Ingraham Blvd Construction Project

88<sup>th</sup> Street NE, east of 68<sup>th</sup> Avenue NE and west of the terminus of Ingraham Blvd., Marysville, Snohomish County, Washington, Section 23, Township 30 North, Range 5 East, W.M., WRIA 7.

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project Mitigation Credits:

Permanent placement of fill in a total of 1.21 acres of wetland and approximately 2,087 linear feet of stream for construction project.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

2.3. *Title/Risk of Loss*

2.3.1. **Conveyance.** At Closing, Bank Sponsor shall by execution of the Bill of Sale described in Section 2.5.4.2 below, convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights and conditions, except as expressly provided for herein. In addition Bank Sponsor shall provide Buyer with a letter from the Bank Sponsor to the Buyer and Permitting Authorities notifying them that credits have been transferred by the Bank to the Buyer for the permits and projects detailed in Section 2.2.2 and shall tender to Closing Agent for recording a Notice of wetland mitigation credit sale.

2.3.2. **Risk of Loss.** Bank Sponsor shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. *Representations and Warranties*

Bank Sponsor represents and warrants to Buyer that:

2.4.1. Bank Sponsor is authorized by the Permitting Authorities to operate the SBMB and to obtain, hold, sell, and transfer Mitigation Credits; and

2.4.2. Bank Sponsor owns the Project Mitigation Credits and has the right to sell said credits to Buyer.

2.5. *Closing*

2.5.1. **Closing Agent.** This transaction shall be closed by WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, 98290, "Closing Agent." Bank Sponsor acknowledges that Closing Agent represents Buyer in this transaction.

2.5.2. **Closing Date.** This transaction shall be closed within twenty (20) calendar days after the date this agreement is executed by all parties (hereinafter the "Closing Deadline").

2.5.3. **Bank Sponsor's Deposit of Closing Documents.** Within ten (10) days after mutual acceptance of this agreement, Bank Sponsor shall deposit the following fully executed documents with Closing Agent:

Bill of Sale, in the form attached hereto as **EXHIBIT A**;

Letter from the Bank Sponsor to the Buyer and Permitting Authorities notifying them that credits have been transferred by the Bank to the Buyer in the form attached hereto as **EXHIBIT B**, including an updated credit ledger form;

Notice of wetland mitigation credit sale in the form attached hereto as **EXHIBIT C** for recording in the records of the Snohomish County Auditor;

Counterpart Escrow Instructions in the form attached hereto as **EXHIBIT D**.

2.5.4. **Buyer's Deposit of Closing Documents and Funds.** Within fifteen (15) calendar days after mutual acceptance of this agreement, Buyer shall deposit the following fully executed document and funds with Closing Agent:

Counterpart Escrow Instructions in the form attached hereto as **EXHIBIT D**.

Purchase funds in the sum of \$108,000.00.

2.5.5. **Closing Costs.** Bank Sponsor shall pay the fee for recording **EXHIBIT C**, which fee will be deducted from Bank Sponsor's closing proceeds. Buyer shall pay the Closing Agent's escrow fee. If at time of closing this transaction is found to be excise taxable by the Snohomish County Treasurer or the Washington State Department of Revenue, all excise tax shall be paid by Bank Sponsor and shall be deducted from Bank Sponsor's closing proceeds. If this transaction is found to be excise taxable after closing, Bank Sponsor shall pay all applicable excise tax, penalties and interest, and hold Buyer harmless therefrom. Bank Sponsor shall be



entitled to appeal such excise taxability, at Bank Sponsor's sole expense; provided, closing shall not be delayed by any appeal or contest of the excise taxability of the transfer.

2.5.6. **Closing.** Provided that Closing Agent has not received prior notice of a breach of this Agreement from either party hereto, the Closing Agent is authorized and directed to close this transaction when Closing Agent has received the deposit of all documents and funds as provided above and is in a position to disburse the sale price, less Bank Sponsor's closing expenses, by cashier's check to Bank Sponsor; provided, in no event shall closing occur later than the Closing Deadline. Bank Sponsor's closing proceeds shall be disbursed to Bank Sponsor when Closing Agent has recorded the fully executed form of **EXHIBIT C**. Closing Agent shall be responsible for forwarding the **EXHIBIT B** letter and credit ledger to permitting agencies. Following Closing and immediately after the Closing Date, Closing Agent shall deliver to each party a true, correct and complete copy of said party's closing statement in the form customarily prepared by Closing Agent.

2.5.7. **Failure to Close.** If Closing Agent cannot comply with the instructions in this Agreement by the Closing Deadline, Closing Agent shall immediately notify the parties and shall return all documents and moneys to the parties depositing the same. Any such return shall not, however, relieve either party to this Agreement from any liability it may have for its wrongful failure to close.

2.5.8. **Limits on Closing Date.** The Closing Deadline shall not be modified without the written approval of Bank Sponsor and Buyer.

2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid, by certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Bank Sponsor: Habitat Bank, LLC  
15600 NE 173<sup>rd</sup> St.  
Woodinville, WA 98072

2.6.3. If to Buyer: Patrick Gruenhagen  
Marysville Public Works Dept.  
80 Columbia  
Marysville, WA 98270

and to

Weed, Graafstra and Benson, Inc., P.S.  
21 Avenue A  
Snohomish, WA 98290

## 2.7. *Miscellaneous*

- 2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Bank Sponsor and Buyer have executed this Agreement.
- 2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor, which shall be in Bank Sponsor's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.
- 2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.
- 2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.
- 2.7.5. **Time.** Time is of the essence of this Agreement.
- 2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- 2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party.
- 2.7.12. **No Merger.** The recitals, terms, representations, warranties and attorney's fee provisions of this Agreement shall not merge in the Bill of Sale or other conveyance instrument transferring the mitigation credits to Buyer at closing. The recitals, terms, representations, warranties and attorney's fee provisions of this Agreement shall survive closing.
- 2.7.13. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.14. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Bank Sponsor. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.15. **Electronic Transmission/Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Electronic (email) transmission or facsimile transmission of any signed original document, other than the Bill of Sale and any documents intended for recording, and retransmission of any signed electronic or facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm electronic or facsimile transmitted signatures by signing an original document.
- 2.7.16. **Authority to Execute:** Each signatory below represents and warrants as to the party for whom the person is signing that this agreement is valid and binding, has been duly authorized by appropriate action of the executing entity, and that the person signing below has authority to bind the respective party to the agreement.

The Parties have executed this Agreement as of the dates set forth below.

HABITAT BANK, LLC, Bank Sponsor

By Victor Woodward  
Victor Woodward manager  
[print name and title]

11/13/09  
Date

CITY OF MARYSVILLE, Buyer

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**

**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS, that HABITAT BANK, LLC, a Washington limited liability company, with an address of 15600 NE 173<sup>rd</sup> Street, Woodinville, Washington 98072 ("Seller"), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, does by these presents hereby grant, bargain, sell and convey to the Buyer, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, whose address is 1049 State Avenue, Marysville, Washington 98270, the following-described wetland mitigation credits of the SNOHOMISH BASIN MITIGATION BANK, Snohomish County, Washington, from its property described in **EXHIBIT 1** attached hereto, ("Credit(s)"):

CREDITS: 1.26 credits of the SNOHOMISH BASIN MITIGATION BANK, which are not transferable and may be applied only to the following-described Project and Permits:

PROJECT: Ingraham Blvd Construction Project located at 88<sup>th</sup> Street NE, east of 68<sup>th</sup> Avenue NE and west of the terminus of Ingraham Blvd., Marysville, Snohomish County, Washington, Section 23, Township 30 North, Range 5 East, W.M., WRIA 7.

PERMITS:

<u>Permit Agency</u>	<u>Number</u>	<u>Date of Issuance</u>
WA Fish & Wildlife	114225-1	August 13, 2009
US Army COE	NWS-2008-1019	November <u>5</u> , 2009
WA DOE	WQ Cert. 7057	August 31, 2009
US Dept Commerce/NMFS	2008/07103	July 15, 2009
City of Marysville (SEPA Mitigated Determination of Non-significance)	PA09022	August 18, 2009

Seller covenants, agrees and warrants that it is the owner of the Credits and that the Credits are free from all liens, encumbrances, restrictions, rights, and conditions, except as provided herein, and that Seller will defend the sale of the Credits hereby made against all and every person or persons lawfully claiming the Credits or any part of the Credits. Seller makes no representation or warranty as to the utility or applicability of the Credits to the Permits or Project.

HABITAT BANK, LLC, Seller

By \_\_\_\_\_  
\_\_\_\_\_ (print name)  
Its \_\_\_\_\_ (title)

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of HABITAT BANK, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT 1**  
**SNOHOMISH BASIN MITIGATION BANK PROPERTY**

**Legal Description**

Parcel 1: The southwest quarter of the southwest quarter of Section 36, Township 27 North, Range 6 East, W.M.;

Parcel 2: The northwest quarter of the southwest quarter of Section 36, Township 27 North, Range 6 East, W.M.;

Parcel 3: That portion of the southwest quarter of the northwest quarter of Section 36, Township 27 North, Range 6 East, W.M., lying southerly of the following described line:

Commencing at the southwest corner of the northwest quarter of said Section 36; thence north  $0^{\circ}46' 59''$  east 1029.88 feet along the westerly line thereof and the true point of beginning of this line description; thence south  $88^{\circ}53' 45''$  east 1352.62 feet to the east line of said subdivision and the end of this described line.

Parcel 4: That portion of the southeast quarter of the northeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying southerly and easterly of the following described line:

Commencing at the southeast corner of the northeast quarter of said Section 35; thence north  $0^{\circ}46' 59''$  east 1029.88 feet along the easterly line thereof and the true point of beginning of this line description; thence north  $88^{\circ}53' 45''$  west 726.76 feet; thence south  $1^{\circ}55' 30''$  east 770.10 feet; thence south  $5^{\circ}10' 17''$  east 257.58 feet to the south line of said southeast quarter of the northeast quarter and the end of this described lined.

Parcel 5: That portion of the northeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying easterly of a line that is parallel to, and 100 feet west of, that certain main ditch line running south to north into Pearson Eddy, said ditch more or less bisecting said northeast quarter of the southeast quarter of Section 35.

Parcel 6: The easterly 100 feet of the southeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M.

Parcel 7: That portion of the northerly 100 feet of the southeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying easterly of a line that is parallel to, and 100 feet west of, that certain main ditch line running south to north into Pearson Eddy, said ditch more or less bisecting said southeast quarter of the southeast quarter of Section 35, except the easterly 100 of said northerly 100 feet.

All Situate in Snohomish County, Washington.

EXHIBIT B

HABITAT BANK LLC



US Army Corps of Engineers  
Mitigation Banking Specialist  
Regulatory Branch  
PO BOX 3755  
Seattle, WA 98124-3755

WA Dept. of Ecology  
Mitigation Banking Specialist  
Shorelands and Environment Program  
PO BOX 47600  
Olympia, WA 98504-7600

Snohomish County PDS  
Attn: Randy Middaugh  
3000 Rockefeller Ave  
Everett WA 98201

Buyer: City of Marysville  
1049 State Avenue  
Marysville, WA 98270

Notice is hereby given that on \_\_\_\_\_, 20\_\_\_\_ the Snohomish Basin Mitigation Bank has transferred 1.26 wetland credits, and 0 buffer credits to the City of Marysville.

These credits are to be applied to the following permits:

<u>Permit #</u>	<u>Issuing Regulatory Agency</u>
114225-1	WA Fish & Wildlife
NWS-2008-1019	US Army COE
WQ Cert. 7057	WA DOE
2008/07103	US Dept Commerce/NMFS
PA09022	City of Marysville

(SEPA Mitigated Determination of Non-significance)

Notice will also be sent to the Snohomish County Auditor per the Mitigation Banking Agreement. The bank credit ledger has been updated.

Sincerely,

Victor Woodward  
Manager  
Habitat Bank, LLC

## EXHIBIT C

Return to:  
Victor Woodward  
Habitat Bank, LLC  
15600 NE 173<sup>rd</sup> St.  
Woodinville, WA 98072

### **Amended Notice of wetland mitigation credit sale - Snohomish Basin Mitigation Bank.**

Amendment to AFN # 200608280777

Grantor: Habitat Bank, LLC

Grantee: Habitat Bank, LLC

Legal Description: Ptns of E½ 35-27-06 and W½ 36-27-06, Snohomish County, WA Add'l on P. 2

Parcel # 270636-003-003-00, 270636-003-004-00, 270636-002-004-00, 270635-001-007-00,  
and portions of 270635-004-001-00 and 270635-004-006-00

Notice is given that on \_\_\_\_\_, 2009, 1.26 credits of wetland mitigation have been transferred to the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, from the Snohomish Basin Mitigation Bank. (Washington State Department of Ecology project No. 9E03)

Project/Location: PROJECT: Ingraham Blvd Construction Project located at 88<sup>th</sup> Street NE, east of 68<sup>th</sup> Avenue NE and west of the terminus of Ingraham Blvd., Marysville, Snohomish County, Washington, Section 23, Township 30 North, Range 5 East, W.M., WRIA 7.

<u>Permit Agency</u>	<u>Number</u>	<u>Date of Issuance</u>
WA Fish & Wildlife	114225-1	August 13, 2009
US Army COE	NWS-2008-1019	November <u>5</u> , 2009
WA DOE	WQ Cert. 7057	August 31, 2009
US Dept Commerce/NMFS	2008/07103	July 15, 2009
City of Marysville (SEPA Mitigated Determination of Non-significance)	PA09022	August 18, 2009

Legal Description:

Parcel 1: The southwest quarter of the southwest quarter of Section 36, Township 27 North, Range 6 East, W.M.;

Parcel 2: The northwest quarter of the southwest quarter of Section 36, Township 27 North, Range 6 East, W.M.;

Parcel 3: That portion of the southwest quarter of the northwest quarter of Section 36, Township 27 North, Range 6 East, W.M., lying southerly of the following described line:

Commencing at the southwest corner of the northwest quarter of said Section 36; thence north  $0^{\circ}46' 59''$  east 1029.88 feet along the westerly line thereof and the true point of beginning of this line description; thence south  $88^{\circ}53' 45''$  east 1352.62 feet to the east line of said subdivision and the end of this described line.

Parcel 4: That portion of the southeast quarter of the northeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying southerly and easterly of the following described line:

Commencing at the southeast corner of the northeast quarter of said Section 35; thence north  $0^{\circ}46' 59''$  east 1029.88 feet along the easterly line thereof and the true point of beginning of this line description; thence north  $88^{\circ}53' 45''$  west 726.76 feet; thence south  $1^{\circ}55' 30''$  east 770.10 feet; thence south  $5^{\circ}10' 17''$  east 257.58 feet to the south line of said southeast quarter of the northeast quarter and the end of this described lined.

Parcel 5: That portion of the northeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying easterly of a line that is parallel to, and 100 feet west of, that certain main ditch line running south to north into Pearson Eddy, said ditch more or less bisecting said northeast quarter of the southeast quarter of Section 35.

Parcel 6: The easterly 100 feet of the southeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M.

Parcel 7: That portion of the northerly 100 feet of the southeast quarter of the southeast quarter of Section 35, Township 27 North, Range 6 East, W.M., lying easterly of a line that is parallel to, and 100 feet west of, that certain main ditch line running south to north into Pearson Eddy, said ditch more or less bisecting said southeast quarter of the southeast quarter of Section 35, except the easterly 100 of said northerly 100 feet.

All Situate in Snohomish County, Washington.



**EXHIBIT D**

**ESTIMATED  
CLOSING STATEMENT AND ESCROW INSTRUCTIONS  
HABITAT BANK, LLC / CITY OF MARYSVILLE TRANSACTION  
SNOHOMISH BASIN MITIGATION BANK**

**FINAL SETTLEMENT DATE:** \_\_\_\_\_, 2009

DESCRIPTION	CHARGE/ CREDIT (-) TO SELLER	CHARGE/ CREDIT (-) TO PURCHASER
Purchase Price:	-\$108,000.00	\$108,000.00
Excise Tax (at 1.78% + \$5.00):		
Legal closing charge: To be paid by Purchaser outside of closing		
Recording fees – Notice of wetland mitigation credit sale	\$64.00	
BALANCE DUE FROM PURCHASER TO CLOSE:		
BALANCE DUE TO SELLER AT CLOSING:		

Seller acknowledges that the firm of WEED, GRAAFSTRA AND BENSON, INC., P.S. is the Purchaser's attorney in this transaction. The Purchaser's attorney has not and will not represent the Seller's interests in this transaction or render any advice to the Seller about this transaction. Seller is advised to consult with an attorney of Seller's choosing if Seller desires any legal advice about this transaction or the documents involved.

The parties acknowledge that Closing Agent has not advised them concerning the income tax consequences of this transfer, and that Closing Agent has recommended that the parties consult with a competent tax advisor regarding this transaction.

From time to time it is necessary to make minor corrections, additions or deletions to documents after they have been executed by the parties. WEED, GRAAFSTRA AND BENSON, INC., P.S. is hereby authorized to make these corrections, additions or deletions over the parties' signatures as may be required, so long as they are made in compliance with the intentions of the parties as evidenced by their written agreement and/or instructions.

The parties agree to pay their costs, expenses and other obligations itemized in this Closing Statement. The parties understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that this Closing Statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

The parties have deposited with Closing Agent their Wetland Mitigation Credit Buy/Sell Agreement. Provisions of said agreement concerning closing or constituting direction to Closing Agent are incorporated herein by this reference. The parties acknowledge that all contingencies and conditions contained in the parties' Wetland Mitigation Credit Buy/Sell Agreement have been satisfied. The parties hereby tender to Closing Agent the funds and closing documents necessary to close this transaction. Upon receipt of all such funds and closing documents, the parties direct the Closing Agent to proceed to close this transaction.



The parties hereto authorize Closing Agent to destroy all records of this escrow at any time after seven (7) years from the date of closing, without liability to Purchaser or Seller, or need of further notice to Purchaser or Seller from Closing Agent.

The undersigned officer of Seller hereby certifies under penalties of perjury that: (1) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate as these terms are defined in the Internal Revenue Code and Income Tax Regulations; (2) Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (3) Seller's federal tax identification number and office address are correctly stated below. Seller hereby indemnifies each Purchaser and agrees to hold Purchaser harmless from any liability or cost which Purchaser may incur as a result of: (i) the Seller's failure to pay any U.S. federal income tax which the Seller is required to pay under applicable U.S. law, or (ii) any false or misleading statement contained in this paragraph. The undersigned officer of seller further declares that he has authority to sign this document on behalf of the Seller.

The Patriot Act prohibits anyone from dealing with a Prohibited Person as that term is defined by the Act. Seller represents and warrants to Purchaser and Closing Agent that neither Seller, nor any member, manager or person with an ownership interest in Seller, is a "Prohibited Person" as that term is defined by the Act. Seller agrees to indemnify, defend and hold Purchaser and Closing Agent harmless from all costs, claims, damages and expenses, including attorneys' fees, incurred or suffered as a result of the inaccuracy or falsification of this representation and warranty regarding the Patriot Act. This agreement to indemnify and defend shall survive closing of this transaction.

Closing Agent shall not be responsible for ascertaining whether this transaction is reportable under IRS 1099-S reporting requirements. Seller specifically agrees to responsible for any IRS or other governmental report requirements concerning this transaction except as specifically assigned to Closing Agent in the Wetland Mitigation Credit Buy/Sell Agreement between the parties.

APPROVED \_\_\_\_\_, 2009:

APPROVED \_\_\_\_\_, 2009:

HABITAT BANK, LLC, Seller

CITY OF MARYSVILLE

By \_\_\_\_\_

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

Seller's after closing address:

Purchaser's after closing address:

15600 NE 173<sup>rd</sup> Street  
Woodinville, WA 98072

1049 State Avenue  
Marysville, WA 98270

Seller's Federal Tax ID Number:

\_\_\_\_\_

## SELLER'S SUPPLEMENTAL CLOSING INSTRUCTIONS

**TO:** WEED, GRAAFSTRA AND BENSON, INC., P.S., Closing Agent

**RE:** HABITAT BANK, LLC Sale of Mitigation Credits CITY OF MARYSVILLE

You are hereby directed to disburse Seller's closing funds as follows:

- Seller will come to the offices of Weed, Graafstra and Benson, Inc., P.S. to pick up a check.  
Telephone Seller at \_\_\_\_\_ when a check is ready.
- Wire transfer funds to Seller's bank account in accordance with wire instructions attached hereto. Seller understands that a \$30.00 wire fee will be deducted from Seller's proceeds to cover Closing Agent's bank charges and that Seller may incur bank charges from the receiving bank.

- Deposit proceeds to:

Account of HABITAT BANK, LLC  
(must be a bank with a branch in Snohomish, Washington)

\_\_\_\_\_ Bank  
Account no. \_\_\_\_\_

A deposit slip for this account is attached to these instructions.

- Mail proceeds by certified mail, return receipt requested, postage prepaid, addressed to:

HABITAT BANK, LLC  
ATTN: Victor Woodward  
15600 NE 173<sup>rd</sup> Street  
Woodinville, WA 98072

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.


HABITAT BANK, LLC, Seller

By \_\_\_\_\_

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> State Funding Agreement Supplement No. 1 with WSDOT for Safe Routes to School Funding on the 47 <sup>th</sup> Ave NE Improvements Project	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Jeff Laycock, Project Engineer	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>State Funding Supplement No. 1 (2 copies)</li> </ul>		
	MAYOR	CAO
<b>BUDGET CODE:</b> 30500030.563000, R0701	<b>AMOUNT:</b> N/A	

**DESCRIPTION:**

This Supplement Agreement No. 1 redistributes the Safe Routes to School funds awarded to the City for the 47<sup>th</sup> Ave NE project. Of the \$600,000 originally estimated for construction, \$540,000 will now be applied towards construction, \$50,000 for in-house construction management, and \$10,000 for WSDOT to provide material's testing.

The project is also being funded by the Transportation Improvement Board (TIB). This agreement shows that a portion of the TIB funds have been de-obligated from \$181,818 to \$167,302 in construction funding. The TIB funds will pay for the construction of the already completed bulb-outs at 10<sup>th</sup> St and 47<sup>th</sup> Ave NE (\$60,539), \$39,124 towards construction management which includes construction surveying, and \$67,639 towards the remaining construction on 47<sup>th</sup> Ave NE.

The remaining grant funds available for construction is \$607,639, which exceeds what Council approved for award at the November 9 Council meeting of \$603,145.02.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the State Funding Agreement Supplement No. 1 with WSDOT for the 47 <sup>th</sup> Ave NE improvements project.
<b>COUNCIL ACTION:</b>

Agency City of Marysville		<b>Supplement Number</b>  1
Project Number R0701 / HLP-SR09(006)	Agreement Number LA 7034	

This supplemental agreement is made and entered into \_\_\_\_\_.

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**Project Description**     No Change

Name 47th Ave NE Improvements Project

Location along 47th Ave NE from Armar Rd to Grove St, Marysville, WA

**Description of Work**     No Change

**Reason for Supplement**

The project was bid at \$523,145.02. The remaining Safe Routes to School Funds will be used as a contingency, for WSDOT to provide material's testing, and for City construction management costs.

Type of Work	Estimate of Funding					
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds	
<b>PE</b>	a. Agency					
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate(a+b+c+d)					
<b>Right of Way</b>	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
<b>Construction</b>	k. Contract	\$600,000	-\$60,000	\$540,000	\$0	\$540,000
	l. Other SRTS Education	\$3,000	\$0	\$3,000	\$0	\$3,000
	m. Other SRTS Enforcement	\$1,350	\$0	\$1,350	\$0	\$1,350
	n. Other (TIB)	\$181,818	-\$14,516	\$167,302	\$167,302	\$0
	o. Agency	\$0	\$50,000	\$50,000	\$0	\$50,000
	p. State	\$0	\$10,000	\$10,000	\$0	\$10,000
	q. Total CN Cost Estimate(k+l+m+n+o+p)	\$786,168	-\$14,516	\$771,652	\$167,302	\$604,350
	r. Total Project Cost Estimate (e+j+q)	\$786,168	-\$14,516	\$771,652	\$167,302	\$604,350

**AGENCY**

**STATE**

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

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

Director, Highways and Local Programs

Title: \_\_\_\_\_


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

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

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Project Acceptance: 2009 Watermain Renewal and Replacement: 47 <sup>th</sup> Avenue	AGENDA SECTION:	
PREPARED BY: Paul Federspiel, Project Engineer	APPROVED BY: 	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Letter of Physical Completion</li> <li>• Vicinity Map Exhibit</li> </ul>		
	MAYOR	CAO
BUDGET CODE: 40220594.563000 W09R&R	AMOUNT: N/A	

**DESCRIPTION:**

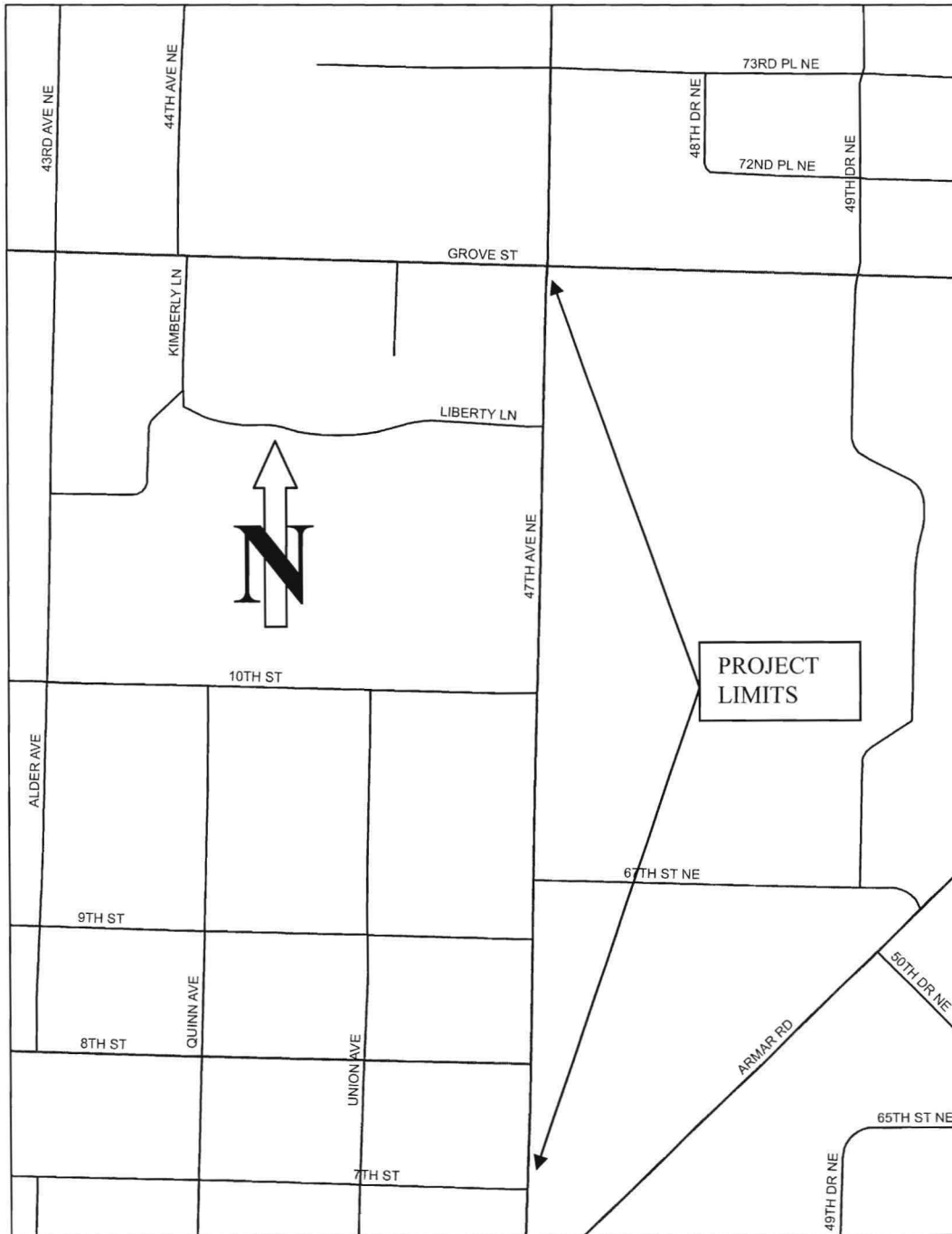
The City Council awarded the “2009 Watermain Renewal and Replacement: 47<sup>th</sup> Avenue” contract to Archer construction on April 13, 2009 in the amount of \$279,276.83.

Archer construction physically completed the work for this project on July 28<sup>th</sup>, 2009 but a final reconciliation change order was necessary before final acceptance. The project contract was completed at a total cost of \$299,395.18, which is \$7,881.65 less than the \$307,276.83 authorized by Council.

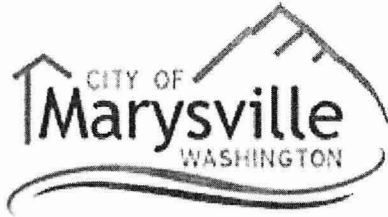
The work performed under this Contract was inspected by City Engineering staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the 2009 Watermain Renewal and Replacement: 47 <sup>th</sup> Avenue project, starting the 45-day lien filing period for project closeout.
COUNCIL ACTION:

**VICINITY MAP EXHIBIT**







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

80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284  
ci.marysville.wa.us

August 3<sup>rd</sup>, 2009

To: Doug Early  
Archer Construction, Inc.  
7855 South 206th Street  
Kent, WA 98032

Subject: 2009 Watermain Renewal and Replacement: 47th Avenue  
Physical Completion: July 28<sup>th</sup>, 2009

Dear Mr. Early:

In accordance with Section 1-05.11(2) of the APWA Supplement to Standard Specifications, this project was considered physically complete as of July 28<sup>th</sup>, 2009.

The Notice to Proceed required the work to be physically completed by October 14<sup>th</sup>, 2009.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

A Certificate of Completion will be sent to the City Council for approval and final acceptance at the first available council meeting, September 7<sup>th</sup>, 2009.

Sincerely,


A handwritten signature in black ink, appearing to read "Paul Federspiel", is written over a horizontal line.

Paul Federspiel, PE  
Project Engineer

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Interlocal Agreement with Snohomish County regarding the 51 <sup>st</sup> Avenue NE / 100 <sup>th</sup> St. NE Intersection Improvements Project	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> John Cowling, Assistant City Engineer	<b>APPROVED BY:</b> <i>uc</i> 	
<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>• Interlocal Agreement with Snohomish County</li> <li>• Map Exhibit</li> </ul>		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

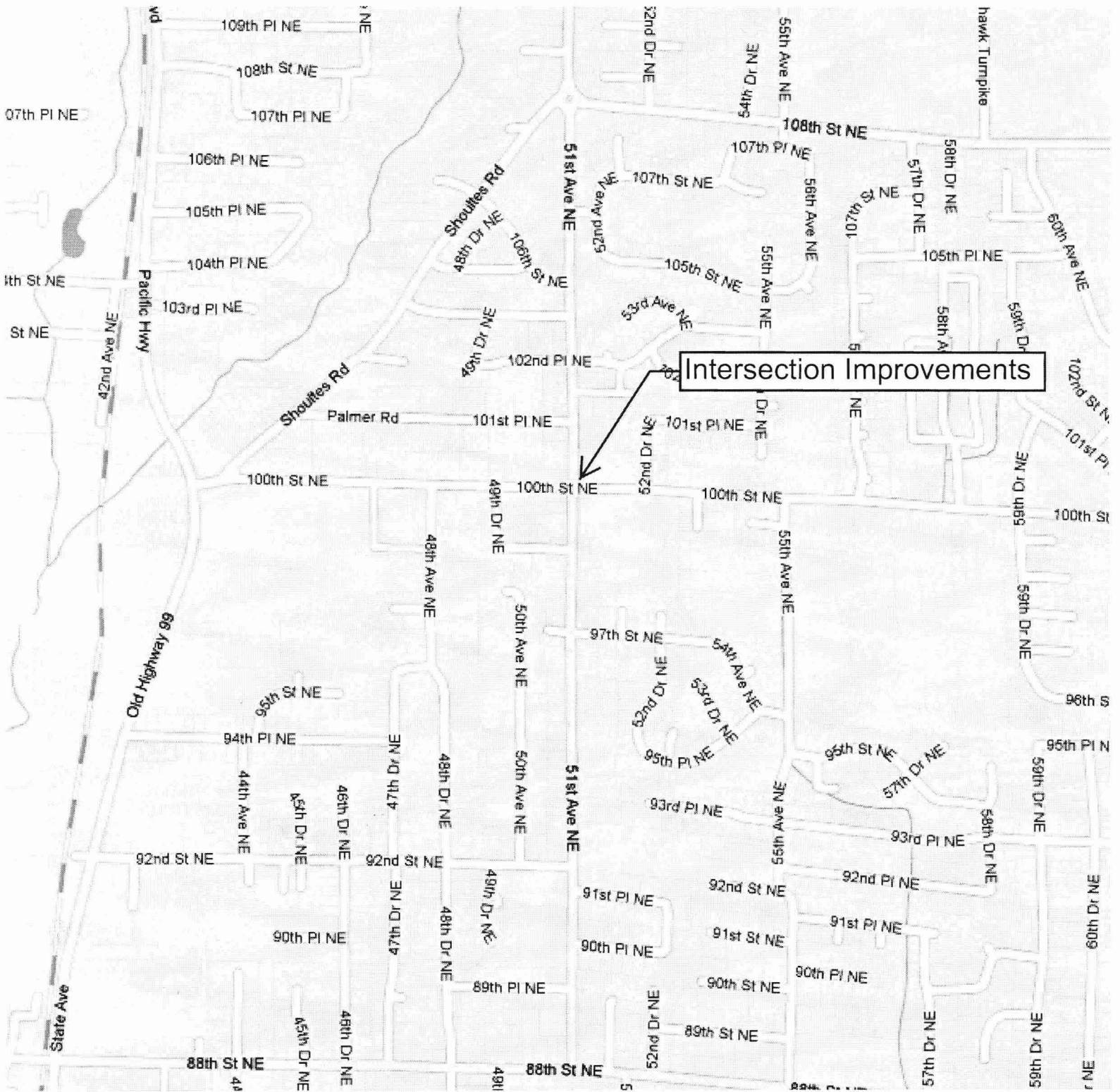
**DESCRIPTION:**

Snohomish County is currently improving the intersection of 51<sup>st</sup> Ave. NE and 100<sup>th</sup> St. NE. Due to problems with right-of-way acquisition final completion will not take place until after the Central Marysville Annexation is effective. The ILA for this annexation both councils approved back in July covered the County being able to continue to work in the right-of-way after the annexation, but there was no language about acquiring or condemning right-of-way. For better clarity both issues are covered in this new ILA specific to the Intersection Improvements.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement with Snohomish County for the 51<sup>st</sup> Avenue / 100<sup>th</sup> St. NE Intersection Improvements Project.

**COUNCIL ACTION:**



AFTER RECORDING RETURN TO:  
Snohomish County Department of Public Works  
Attn: Doug McCormick  
3000 Rockefeller, M/S 607  
Everett, Washington 98201

**Parties:** City of Marysville and Snohomish County  
**Tax Account No.:** Not Applicable  
**Legal Description:** Not Applicable  
**Reference No. of Documents Affected:** Not Applicable  
Filed with Auditor pursuant to RCW 39.34.040  
**Document Title:** Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE  
CONCERNING THE COMPLETION OF IMPROVEMENTS TO THE INTERSECTION  
OF 51<sup>st</sup> AVENUE NE AND 100<sup>th</sup> STREET NE**

*This Interlocal Agreement Between Snohomish County and the City of Marysville Concerning the Completion of Improvements to the Intersection of 51st Avenue NE & 100th Street NE* (“Agreement”) is made and entered into by and between Snohomish County (“County”), a political subdivision of the State of Washington, and the City of Marysville (“City”), a municipal corporation. The County and City may be individually referred to herein as a “party” and may be collectively referred to herein as the “parties.”

WHEREAS, the City and County agree that the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE is an important arterial connection serving residents and businesses in both the incorporated City and the unincorporated County; and

WHEREAS, 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE are predominantly two-lane urban collector arterial roadways running through portions of both the incorporated area of the City and the unincorporated Marysville urban growth area (“UGA”); and

WHEREAS, the County and the City believe it would be mutually beneficial to complete intersection improvements at 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE, including but not limited to, realigning the existing offset, adding left-turn pockets to all four legs at the intersection, and adding a new traffic signal (collectively referred to as the “Project Improvements”); and

WHEREAS, the Project Improvements at the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE are identified in the County's current Community Infrastructure Development Initiative ("CIDI") program; and

WHEREAS, the County commenced construction of the Project Improvements at the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE on July 17, 2009; and

WHEREAS, pursuant to RCW 35A.14.460(1), the City initiated the annexation process for the territory known as the Central Marysville Annexation area (the "Annexation"), which includes territory in the unincorporated Marysville UGA at the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE where the Project Improvements are being constructed; and

WHEREAS, the City and County negotiated the terms of the Central Marysville Annexation Interlocal Agreement (the "Central Marysville Annexation ILA"), which implements the Annexation and coordinates the planning and transition of services within the annexation area; and

WHEREAS, the Project Improvements will not be completed by the effective date of the Annexation and upon that date the County rights-of-way comprising the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE will become City rights-of-way; and

WHEREAS, in order for the County to complete the Project Improvements after the effective date of the Annexation, the City must grant the County the right to work in the City's rights-of-way and to acquire the necessary rights-of-way within the Project Improvement area; and

WHEREAS, the County may enter into an agreement with the City to perform construction, repair, and maintenance of streets within the City pursuant to RCW 35.77.020; and

WHEREAS, the County may expend funds from the County road fund for the construction, repair, and maintenance of streets within the City pursuant to RCW 35.77.030; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed:

Interlocal Agreement  
Between Snohomish County And the City of Marysville  
Concerning the Completion of Improvements to 51st Avenue NE & 100th Street NE

**A. PURPOSE OF THE AGREEMENT**

The County and City wish, through this interlocal agreement, to allow the County to complete improvements to the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE. Upon the effective date of the Central Marysville Annexation, the streets comprising the intersection of 51<sup>st</sup> Avenue NE and 100<sup>th</sup> Street NE will become City rights-of-way. RCW 35.77.020 and .030 provide authorization for the County and City to enter into an interlocal agreement, which would allow the County to expend County road funds for the construction, repair, and maintenance of streets within the City.

**B. PROJECT IMPROVEMENTS**

The improvements to the intersection of 51<sup>st</sup> Avenue and 100<sup>th</sup> Street NE, include but are not limited to, realigning the existing offset, adding left-turn pockets to all four legs at the intersection, and adding a new traffic signal (hereinafter referred to in this Agreement as the “Project Improvements”).

**C. CITY RESPONSIBILITIES**

1. The City agrees to grant the County and its contractors and/or agents the right to work in the City’s rights-of-way and to acquire the necessary rights-of-way within the area of the Project Improvements.
2. The City agrees that the County commenced the Project Improvements prior to the effective date of the Annexation. As commencement of the Project Improvements occurred prior to the Annexation, all necessary permits and/or approvals for the Project Improvements were obtained from the County for the proposed work in the County rights-of-way and no additional permits and/or approvals should be required from the City. In the event that a permit and/or approval from the City are required, the City agrees to issue any permit and/or approval to the County consistent with the requirements of the City code and any other applicable standards and regulations.

**D. COUNTY RESPONSIBILITIES**

The County shall remain as the lead agency on the Project Improvements after the effective date of the Annexation. As lead agency, the County shall have sole control over the design, rights-of-way acquisition, condemnation, and construction of the Project Improvements.

**E. LEGAL RESPONSIBILITIES/HOLD HARMLESS/INDEMNIFICATION**

Interlocal Agreement  
Between Snohomish County And the City of Marysville  
Concerning the Completion of Improvements to 51st Avenue NE & 100th Street NE

1. This Agreement in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties shall comply with the requirements of federal, state and local law. The City and the County retain the ultimate authority for legislative and administrative decisions within their respective jurisdictions. By executing this Agreement, the City and the County do not purport to abrogate the decision-making responsibility vested in them by law.
2. The parties agree that the performance of this Agreement shall not constitute an assumption by the City or the County of any of the other party's obligations or responsibilities relating to the roads, streets, utilities or transportation facilities.
3. The City shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.
4. The County shall hold harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents.
5. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's and the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the City and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.
6. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the parties' waiver of immunity under the State Industrial Insurance laws, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.

Interlocal Agreement  
Between Snohomish County And the City of Marysville  
Concerning the Completion of Improvements to 51st Avenue NE & 100th Street NE



7. In entering into this Agreement, neither the City nor the County assumes any duty to any third party, and no liability shall attach to either the City or the County by reason of entering into this Agreement except as expressly provided herein.

**F. GENERAL TERMS**

1. **Effectiveness.** This Agreement shall become effective after the following:
  - a. Approval of the Agreement by the duly authorized representative of each of the parties hereto;
  - b. The Agreement is recorded with the Snohomish County Auditor; and
  - c. The City successfully annexes the Central Marysville Annexation area.
2. **Contingency.** This Agreement is contingent upon the City's successful annexation of the Central Marysville Annexation area. In the event that the Annexation is not successful, then this Agreement shall have no force and effect.
3. **Duration.** The Agreement shall remain in effect until the obligations of the parties are discharged or as otherwise extended, terminated or modified as set forth below.
4. **Modification.** This Agreement may be amended only upon written agreement of the parties that is executed in the same manner as provided by law for the execution of this Agreement.
5. **Termination.** This Agreement may be terminated upon mutual agreement of the parties. Any mutual termination shall be in writing and shall become effective when executed by both parties.
6. **Contingency.** The obligations of the County under this Agreement after December 31, 2009, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.
7. **Compliance with laws.** The County and the City shall comply with all applicable federal, state, and local laws in performing this Agreement.
8. **Nonwaiver.** The County or City's forbearance or delay in exercising any right or remedy with respect to a failure by the other party to comply with one of its obligations under this Agreement shall not constitute a waiver of the particular non-compliance at issue, nor shall it constitute a waiver of any other concurrent or future act of non-compliance by the other party.

Interlocal Agreement  
Between Snohomish County And the City of Marysville  
Concerning the Completion of Improvements to 51st Avenue NE & 100th Street NE

9. **Records.** Both parties shall maintain adequate records to document obligations performed under this Agreement. Each party shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. All such records shall be maintained for at least six years following termination of this Agreement.
10. **Severability.** Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its application of those provisions not so declared shall remain in full force and effect.
11. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of the State of Washington in and for Snohomish County.
12. **Administrators for Agreement.** The persons responsible for administering this Agreement are:

John A. Cowling, PE  
Assistant City Engineer  
City of Marysville  
1049 State Avenue  
Marysville, WA 98270

Owen Carter, PE  
Deputy Director, County Engineer  
Snohomish County Public Works  
3000 Rockefeller Avenue, MS 607  
Everett, WA 98201

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF MARYSVILLE**

**SNOHOMISH COUNTY**


\_\_\_\_\_  
Dennis Kendall  
Mayor

\_\_\_\_\_  
Aaron Reardon  
County Executive

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed  
City Attorney

  
\_\_\_\_\_  
Matthew A. Otten  
Deputy Prosecuting Attorney

Interlocal Agreement  
Between Snohomish County And the City of Marysville  
Concerning the Completion of Improvements to 51st Avenue NE & 100th Street NE

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: New Interlocal Agreement for Jail Services with Snohomish County Jail	AGENDA SECTION:	
PREPARED BY: Lieutenant Darin Rasmussen	APPROVED BY: Chief Richard Smith	
ATTACHMENTS: Snohomish County Interlocal Agreement for Jail Services	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

**DESCRIPTION:**

The Marysville Police Department currently has a contract with the Snohomish County Jail to house Marysville Municipal prisoners which expires December 31, 2009. Snohomish County jail has revised its 2010 interlocal agreement to be consistent with all its member cities which include the City of Marysville.

Snohomish County jail fees are:

- Booking fee \$90 per booking
- Housing fee \$62.50 per prisoner per day
- Non-emergency medical expenses are included

This agenda bill has been approved as to form by the City Attorney's Office.

<b>RECOMMENDED ACTION:</b> Staff recommends Council authorize the Mayor to sign the New Interlocal Agreement for Jail Services with Snohomish County Jail
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<b>COUNCIL ACTION:</b>
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- I. The term “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including fire, storm, flood, earthquake or other act of nature.
- J. The term “Business Day” means Monday through Friday, 8:00 a.m. until 5:00 p.m. excluding COUNTY recognized holidays,
- K. The term “maximum allowable population level” means the greatest allowable number of inmates that can be held in the Jail in a safe, secure humane manner. The maximum allowable population level shall be determined by the Sheriff or his designee.

Section 2      Purpose

Under the authority of Chapter 70.48 RCW, the COUNTY maintains a Jail. The CITY from time to time desires to confine CITY inmates in the COUNTY Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of CITY prisoners subject to the terms of this agreement. Community Corrections options will also be made available to qualifying CITY Inmates based on rules and conditions as laid out in Exhibit B, attached hereto and incorporated herein by reference.

Section 3      Term

This Agreement shall be in effect from the date of signature and shall continue until December 31, 2014, or until terminated by either party in accordance with Section 4, PROVIDED that the COUNTY’S obligations are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4      Termination

In the event that either party desires to terminate this agreement, one (1) year’s written notice shall be provided to the other party.

Section 5      Population Level Limitation

In the event that the Jail’s maximum acceptable population level is reached, inmates who are confined on Snohomish County charges or commitments will have first priority. In the event that inmate’s are required to leave the Jail, out-of-county inmates shall be the first inmates removed. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Bureau Chief shall have final authority on reduction measures.

Section 6      Placing CITY Inmates in Jail by Law Enforcement Personnel

Subject to the conditions stated herein, and the constraints listed in the previous sections, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the CITY.

- A. CITY law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.
- B. The Jail will not receive a person into custody until the officer having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited.
- C. An arrested person will not be considered a CITY Inmate for purposes of this Agreement until transfer of custody is complete. Transfer of custody from CITY law enforcement personnel to the Jail will not occur until the Jail receives both the legal basis to hold the arrested person and has medically cleared the arrested person as "fit for Jail". The Bureau Chief shall have final authority on all "fir for Jail" determinations.
- D. A CITY police officer may request that a person be Booked for information purposes only (I.D. Booking), in which case, the person will be Booked and immediately thereafter returned to the custody of the CITY police officer.
- E. Conditions under which an inmate is billable to a CITY:
  - a. Inmate Status: An inmate is billable to a CITY during the time period when:
    - i. The inmate is being held on violation of a misdemeanor or gross misdemeanor or on a warrant or court order issued by the CITY's Municipal Court;
    - ii. The inmate is not being held on any active County felony charge; and
    - iii. The inmate is not a Federal inmate who can be removed by the Federal agency without regard to local charges.
  - b. An inmate is also billable to a CITY during the time when:
    - i. The inmate is billable to a CITY in accordance with Section



6(E)(a); and;

- ii. The inmate is being held by the State for a violation of the Offender Accountability Act and the CITY will not allow the State to move the inmate.

F. Active vs. Inactive Charges: A charge is considered inactive and not relevant for billing purposes when:

- a. The inmate receives a personal recognizant release, posts bail or finishes serving a sentence on that charge; or
- b. The charge is dismissed, not filed or otherwise withdrawn; or
- c. The charge carries a consecutive sentence the prisoner has not yet begun to serve; or
- d. The agency with jurisdiction on that charge cannot remove the inmate to its own facility until other charges requiring the inmate's custody in the Jail are satisfied.

G. Booking Fees: Booking fees are assessed against the Cities or agencies billable at time of Booking. A CITY that becomes billable only when Booking charges become inactive or when new charges are added is not responsible for any part of the Booking fee.

H. A City will not be billed for subsequent Bookings when the inmate:

- a. Returns from a furlough or temporary removal order, unless the inmate is arrested and charged with escape for failing to return voluntarily; or
- b. Is serving a sentence on weekends; or
- c. Has more charges than can be contained in single Booking record, requiring the creation of a new Booking.

I. The CITY will be billed for a subsequent Booking following a break in custody when the inmate:

- a. Is Booked on new charges; or
- b. Returns to custody on a warrant or bond surrender or to serve a sentence on a charge on which the inmate was previously Booked; or
- c. Did not return voluntarily from a court ordered temporary removal order

or furlough but rather was returned under arrest and charged with escape.

Section 7      Walk-In Commitments

- A. Subject to the conditions stated herein, the COUNTY will accept persons sentenced to a term of confinement to Jail by a CITY Municipal Court, including persons convicted of violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the CITY.
- B. A person reporting for commitment will not be Booked until a valid judicial Order of Commitment has been received from the CITY Municipal Court.
- C. A person reporting for commitment will not be considered a CITY inmate for the purposes of this Agreement until the person is accepted for Booking. Acceptance for Booking will occur when the Jail receives an Order of Commitment and has medically cleared the person reporting for commitment as “fit for Jail”. In the event that a person reporting for commitment is not accepted for Booking, the Jail will notify the CITY Municipal Court of the person’s non-acceptance and the reason for the non-acceptance. Notification will occur on the same day if the non-acceptance occurs during a Business Day or on the following Business Day if the non-acceptance occurs after the end of a Business Day.

Section 8      Rules Relating to Prisoners in Custody.

- A. Persons convicted of violations of the CITY Municipal Code may earn early release time of up to one third of the total sentence as authorized by Chapter 9.94A RCW.
- B. Investigators directed by the CITY attorney and CITY police officers will have the right to interview CITY inmates inside the confines of the Jail, subject to necessary operational and security rules. Interview rooms will be made available as appropriate to CITY police officers in equal priority with those of other CITY police departments.
- C. CITY Inmates will be under the complete charge of the COUNTY and subject to all applicable rules of the Jail, including any emergency security rules imposed by the Bureau Chief. It is expressly agreed by the CITY that visitation and telephone privileges of CITY inmates, if any, will be the same as COUNTY inmates and subject to applicable requirements of law.
- D. The Jail will be administered by the COUNTY in accordance with the rules and regulations of the COUNTY, COUNTY ordinances and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails.

- E. CITY Inmates may be made inmate workers at the discretion of the COUNTY, and such inmates may be allowed by the COUNTY to work on public property.
- F. The COUNTY will provide transportation of CITY inmates to the following courts for arraignment, trial or other hearing as required by the following Divisions of the Snohomish County District Court: Cascade Division, Everett Division, Evergreen Division and South Division, PROVIDED that should the COUNTY consolidate all in-custody District Court matters into one Division of the District Court, then the COUNTY will provide transportation only to the consolidated court location. Nothing in this Agreement shall be construed to prevent the CITY from transporting its own inmates to and from a court appearance. The COUNTY will provide transportation of CITY inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9(d). The CITY will furnish all other transportation of CITY Inmates.

Section 9      Fees

- A. The CITY will pay the COUNTY fees for services as follows:
  - a.      Booking Fee: A Booking Fee shall be assessed for the Booking of CITY Inmates by or on behalf of the CITY into the Jail. It is the only fee charged for inmates released within four (4) hours of Booking into the Jail. The 2010 Booking Fee shall be ninety dollars (\$90) per Booking.
  - b.      Daily Maintenance Fee: A Daily Maintenance Fee shall be assessed for each calendar day that a CITY Inmate is housed in the Jail. This fee shall not be charged for inmates released within four (4) hours of Booking. The 2010 Daily Maintenance Fee shall be sixty-two dollars and fifty cents (\$62.50) per day for each housing day.
  - c.      Work Release Daily Fee: A Work Release Daily Fee shall be assessed for each calendar day that a CITY Inmate is housed in the Work Release facility. The 2010 Work Release Daily Fee shall be forty-two dollars (\$42) per day for each housing day.
  - d.      Electronic Home Detention (EHD) daily fee: An EHD daily fee shall be assessed for each calendar day that a CITY Inmate participates in the EHD program. The 2010 EHD daily fee shall be sixteen dollars (\$16) per day for each housing day. The COUNTY will prorate the CITY's fee based on an inmate's ability to pay a portion of the EHD fee.
  - e.      In-Custody Work Crew Daily Fee: An In-Custody Work Crew Daily Fee shall be assessed for each calendar day that a CITY Inmate participates in the In-Custody Work Crew program. The 2010 In-Custody Work Crew Fee shall

be forty-two dollars (\$42) per day for each housing day.

- B. The billing process calculates booking and daily inmate charges using proportional methodology. If multiple jurisdictions have an open misdemeanor charge on an individual, the jurisdictions will share the cost as long as an open charge persists for that agency. A contract agency is billed for booking an individual for its misdemeanor charge or charges. If there are open charges with more than one contract agency, each agency will be billed in equal portions. The same process applies for determining the daily billing. When a contracting agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency. If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges. Additionally, there will be no partial days billed. The billing process looks at who is billable to whom each day and bills accordingly. See Exhibit A attached hereto and incorporated herein by reference.
- C. Fees will increase each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year. In no event shall the increase be greater than three percent (3%).
- D. In July each year, the COUNTY will provide the CITY with Fees for the following year. Annual revision of fees will be established by notice to the CITY, as provided in Section 14. The new fees will go into effect with the January billing.
- E. Costs incurred for necessary medical services provided to CITY Inmates beyond routine medical examinations, tests, procedures and prescriptions will be borne by the CITY in addition to the basic rates set out in Section 9(A). If an inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for CITY Inmates without consulting with CITY officials; PROVIDED, that when it appears that a CITY Inmate, due to illness, will incur unusual or substantial medical expenses, the COUNTY shall notify the CITY prior to seeking treatment unless immediate treatment is required for a life threatening emergency. If the Custody or Medical Supervisor(s) on duty orders immediate treatment, the COUNTY will notify the CITY as soon after the event as possible. The CITY and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Snohomish County policies and procedures regarding HIPAA. The COUNTY will credit amounts received from the inmate's own health insurance and applicable public assistance before billing the CITY.

Section 10    Method of Payment & Billing Dispute Resolution Procedure

- A. The COUNTY shall transmit billings to the CITY monthly. Within thirty (30) days after receipt, the CITY shall pay the full amount billed.
- B. Payments from the CITY shall clearly indicate that the payment is for Jail services and the period covered by the payment.
- C. If a CITY disputes amounts billed, it shall have thirty (30) days after receipt of billing to notify the COUNTY of alleged mistakes incorrectly calculating the amount the CITY owes the COUNTY. The CITY will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will address all alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the CITY of all unresolved discrepancies.
- D. Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:
  - a. The Bureau Chief and CITY Police Chief or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the Chief Executive Officer of the CITY and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the Chief Executive Officer of the CITY and the COUNTY Executive 1) may by mutual written consent apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. OR 2) may invoke the procedures set out in RCW 39.34.180(3) for binding arbitration. Each party shall pay one-half of any arbitration fees incurred.
  - b. Any amount withheld from a billing, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall be paid by the CITY within thirty (30) days of the date of the negotiated resolution or appeal determination.
- E. Any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure set forth in Section 10(D) that are not paid within thirty (30) days of dispute resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the CITY, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a CITY's ability to challenge or dispute any billings that have been paid by the CITY.

- F. If the CITY fails to pay a billing within forty-five (45) days of receipt, the CITY shall be deemed to have waived its right to house CITY Inmates in the Jail and, at the COUNTY's request, will remove CITY Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, may accept no further CITY Inmates until all outstanding bills are paid.
- G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.
- H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

Section 11     Indemnification

- A. The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the COUNTY, its officers, agents, and employees, or any of them related to the services provided under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that, the CITY retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the CITY and its officers, agents, and employees, or any of them, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.
- B. The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the CITY, its officers, agents, and employees, or any of them related to the arrest or confinement of a CITY inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

- C. In the event of the concurrent negligence of the parties, the COUNTY's and the CITY's obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and CITY or the COUNTY's and CITY's agents, employees or officials respectively.
- D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the CITY's indemnity under Washington's Industrial Insurance act, Title 51 RCW, as respects the COUNTY only, and only to the extent necessary to provide the COUNTY with a full and complete indemnity of claims made by the CITY's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility, which arises in whole or in part from the existence or effect of the CITY Municipal Code, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY Municipal Code, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.
- F. The terms of Section 11 shall survive the termination or expiration of this Agreement.

Section 12     Non-Waiver of Rights

Except as provided in subsections 11(E) or 11(F), no waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

Section 13     Modification / Amendment

All provisions of this Agreement may be modified and amended with the written consent of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this agreement.

Section 14     Notices

- A. All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by certified mail to the Bureau Chief.



- B. All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by certified mail to the Chief Law Enforcement Officer of the CITY.
- C. The Bureau Chief and the Chief Law Enforcement Officer of the CITY, shall be the administrators of this Agreement pursuant to RCW 39.34.030(4)(a).

Section 15    Entire Agreement

- A. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- B. Nothing in this Agreement shall limit the ability of the COUNTY to contract with other entities at different rates or terms.

Section 16    Force Majeure

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

Section 17    Severability

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

Section 18    No Creation of or Expansion of Duty to Supervise;  
No Partnership or Joint Venture

- A. Nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the COUNTY. By agreeing to provide the Community Corrections Programs described in Exhibit B to the CITY, the COUNTY is not agreeing to any supervision of CITY inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the CITY, the CITY Municipal Court or the CITY Municipal Court's probation department to the COUNTY of its duty of supervision.
- B. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

Section 19    Offer

- A. This Agreement is offered to all entities currently contracting with the COUNTY for



## EXHIBIT A

### PROPORTIONAL BILLING

Each day the billing program examines the open charges for each active booking and applies uniform rules for determining billable charges and identifying the billable agencies.

The procedure for selecting the billable charges and responsible agencies is outline below. The program proceeds in sequence through the series of steps only as far as needed to isolate a billable charge and determine the responsible agency.

- A. Select all felony charges. If there is more than one, go to Rule #2. If there is a felony but no State DOC hold, do not bill. If there are no felony charges, go to Rule #5.
- B. Select the Arresting Agency DOC-Parole-Olympia. If there are no other arresting agency charges, determine if charge is State DOC and bill accordingly.
- C. If there is a State DOC hold and additional local charges (Snohomish County or contracting cities; felony, misdemeanor, or gross misdemeanor) do not bill.
- D. If there is a State DOC hold and non local additional charges (from other county and municipal agencies not contracting services with Snohomish County), bill State DOC.
- E. Select all open misdemeanor charges. Bill the responsible agency. If there are open charges with more than one contract agency, go to Rule #6.
- F. If there are open misdemeanor charges with multiple contract agencies, bill each agency in equal portion (e.g., two agencies 50/50). If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges.

**Example: If municipal agency A has one open misdemeanor and municipal agency B has two open misdemeanor charges at the same time, each agency is billed for 50% of the day.**

- G. When an agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency.

**Example: Municipal agency A has one open misdemeanor and municipal agency B has an open misdemeanor charge. Municipal agency B's charge is closed. Agency A is billed for 100% from then on.**

- H. When there is a Snohomish County misdemeanor charge and contract agency misdemeanor charge, the County is billed its proportional part.

**EXHIBIT B**  
**COMMUNITY CORRECTIONS OPTIONS**

Section 1      Definitions

- A.            “Community Corrections Programs” means alternative sentencing programs offered by the COUNTY to the CITY pursuant to this Agreement, including Electronic Home Detention with Electronic Home Monitoring, Work Education Release, and Work Crews. The Community Corrections Programs are more fully defined and described in Section 2 of this Exhibit. “Community Corrections Program” or “Program” means any one of the Community Corrections Programs.
- B.            “Electronic Home Detention” or “EHD” means that Community Corrections program described in Section 3 of Exhibit B of this Agreement.
- C.            “Jail Services Agreement” means that interlocal agreement dated \_\_\_\_\_, \_\_\_\_\_, between the CITY and the COUNTY for the provision of services at the COUNTY Jail.
- D.            “Work Crew In Custody” or “WC In Custody” means that Community Corrections Program described in Section 3(a) of Exhibit B of this Agreement.
- E.            “Work Crew Out of Custody” or “WC Out of Custody” means that Community Corrections Program described in Section 3(b) of Exhibit B of this Agreement.
- F.            “Work Crews” means both Work Crew In Custody and Work Crew Out of Custody.
- G.            “Work Education Release” or “WER” means that Community Corrections Program described in Section 3 of Exhibit B to this Agreement.

Section 2      Purpose

- A.            The CITY from time to time desires to confine CITY Inmates in the COUNTY Jail. The purpose of this Agreement is to make a wider variety of sentencing options available to the CITY, which has contracted with the COUNTY for Jail services.
- B.            In addition to Jail services provided to the CITY pursuant to separate contract and subject to availability, the COUNTY will make available to the CITY

the following Community Corrections Programs:

- a. Electronic Home Detention;
- b. Work Education Release; and
- c. Work Crew – In Custody.

Section 3      Eligibility and Acceptance into Community Corrections Programs

- A. CITY inmates held in the custody of the COUNTY may serve their time in a Community Corrections Program if Program services are available and if all of the following requirements are met:
  - a. The CITY Inmate has been prescreened by the COUNTY for the purpose of assisting the court in its decision related to sentencing the offender to a Community Corrections alternative or confinement in the County Jail.
  - b. The COUNTY has found that the CITY Inmate meets all statutory and Program Eligibility Requirements; and
  - c. The CITY Inmate has been ordered into the Program by the CITY's Municipal Court.
- B. CITY Inmates not held in the custody of the COUNTY may also serve their time in a Community Corrections Program if all of the above requirements are met.
- C. Additionally, if a CITY Inmate who is sentenced to secure confinement meets the requirements set forth in Section 3(a) of Exhibit B, the CITY Inmate may be classified as a minimum security resident (MSR) and relocated as spelled out in Snohomish County Code 5.20.020.
- D. If a CITY Inmate is sentenced or otherwise ordered into a Community Corrections Program by a court or courts on charges from multiple jurisdictions, the CITY will be billed for its fractional share (based on the number of jurisdictions) of the Program charges, PROVIDED, HOWEVER, that the COUNTY may refuse Program admission for a CITY Inmate if any of those multiple jurisdictions (other than the COUNTY) have not entered into an agreement in substantially the same form as this Agreement. For purposes of this subsection, the COUNTY will be considered the financially responsible jurisdiction for all State agency-filed misdemeanor and gross misdemeanor charges.

Section 4      Transfers of CITY Inmates into the Community Corrections Program

- A. A CITY Inmate meeting the eligibility requirements set forth in Section 3(A) of

Exhibit B shall be transferred into the Community Corrections Program effective on the date agreed to by the CITY and the COUNTY in the following manner:

- a. A CITY Inmate already in COUNTY custody will be transferred to the Program by the COUNTY; and
- b. A CITY Inmate not in COUNTY custody on the effective date of his or her transfer to the Program shall be transferred to the Program (1) by the CITY if the inmate is then in CITY custody or (2) by the CITY Inmate's presenting himself or herself to the COUNTY, in either case on the date and at the time and place agreed to by the CITY and the COUNTY.

Section 5 Termination of CITY Inmate from Community Corrections Program

- A. Once a CITY inmate is taken into a Community Corrections Program, the inmate shall remain in the Program for the remainder of his or her term of confinement, unless:
  - a. The CITY Municipal Court orders the CITY inmate terminated from the Program or otherwise amends its earlier order;
  - b. The CITY inmate is no longer eligible for, and is terminated by the COUNTY from, the Program. The termination decision shall be made by the COUNTY, in its sole discretion, and is not subject to review. An inmate who was previously found to be eligible may be found ineligible to continue in a Program either (1) because of actions by the inmate while within the Program (including but not limited to violation of rules established by the COUNTY or a new criminal conviction) or (2) due to newly discovered information which, if known to the COUNTY during initial screening, would have rendered the inmate ineligible on either statutory or Program grounds.
- B. A CITY Inmate who is terminated by the COUNTY from a Program shall:
  - a. If then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, be taken into custody by the COUNTY and transported to the COUNTY Jail to serve the remainder or his or her term of confinement; or
  - b. If not then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, become the immediate responsibility of the CITY for all purposes including, but not limited to, duty to apprehend.
- C. If the participation of a CITY Inmate in a Community Corrections Program is terminated by the COUNTY pursuant to Section 5(A)(b) of Exhibit B, the COUNTY shall notify the CITY and the CITY Municipal Court in writing within twenty-four

(24) hours following the termination. Upon termination, the CITY shall be responsible for notifying the CITY Municipal Court and, if appropriate, seeking revision of the CITY Municipal Court's order. The COUNTY will contact the CITY Law Enforcement agency to notify them of the violation.

- D. In the event that a CITY Inmate is terminated from a Community Corrections Program and is transferred to the COUNTY Jail pursuant to Section 5(b)(i) hereof, the CITY shall be billed for the day in which the transfer occurs pursuant to its Jail Services Agreement and not pursuant to this Agreement.
- E. In the event that the CITY inmate is terminated from a Community Corrections Program on a day in which he or she has not received services pursuant to this Agreement, the COUNTY shall not bill the CITY for that day.
- F. In addition to fees charged to the CITY pursuant to this Agreement, the COUNTY may also charge CITY Inmates directly for daily monitoring costs (as noted in the vendor contract) associated with their participation in a Program, i.e., for EHD and if applicable work release charges, at the same rate and under the same circumstances as COUNTY inmates are charged.



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Professional Services Agreement for Central Marysville Annexation Census – Calm River, Inc.	AGENDA SECTION: New Business
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:
ATTACHMENTS: 1. Professional Services Agreement 2. Letter and attachments from Calm River	APPROVED BY:
	MAYOR      CAO
BUDGET CODE:	AMOUNT:

The City of Marysville is required to conduct a physical census of the annexation area. The census will establish the official population for submittal to the Washington State Office of Financial Management for purposes of state funding and the annexation sales tax credit.

Calm River provides annexation census services for annexations. This is a very large annexation, with an anticipated population of 19,000 residents. Their office will provide census takers to complete the census within 60 days of the effective date of the annexation, per state law.

RECOMMENDED ACTION: City staff recommends that the Marysville City Council approve the proposed agreement with Calm River, Inc.
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COUNCIL ACTION:
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND CALM RIVER, INC.  
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Calm River, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with consulting services to complete a census of the Central Marysville Annexation. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work will include the following tasks:

- ❖ Hire and train staff in strict accordance with State OFM protocols
- ❖ Print all required official census sheets, door hangers and enumeration maps

- ❖ Enumerate each housing unit in the Central Marysville Annexation Area
- ❖ Treat all citizens with professionalism, dignity and respect
- ❖ Provide an 800 telephone number for individuals to call and report census counts
- ❖ Provide the city with a template that can be hosted on City website for residents to enter their census information on-line
- ❖ Complete all required forms on time and deliver them to OFM for certification

The census area will be the area described in the Central Marysville Annexation Ordinance 2792. All services and materials necessary to accomplish the tasks outlined above shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City.

Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 **TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by April 30, 2010, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.**

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant

or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

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

### III.7 **INSURANCE.**

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; damage, \$2,000,000 general aggregate;

(2) Automobile Liability. Contractor shall require all persons who use their personal vehicle in connection with the work to be performed to provide proof of insurance with the following coverages and limits: \$300,000 combined single limit per accident for bodily injury and property damage;

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

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

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

III.10 **AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 **INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in Article II above. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment for services rendered shall be \$92,217, for a maximum housing unit count of 6,715 housing units. Additional housing units above 6,715 will be charged at \$12.00 each.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

#### **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:



CITY OF MARYSVILLE  
C/O Gloria Hirashima  
1049 State Avenue  
MARYSVILLE, WA 98270

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

Calm River, Inc.  
3110 Judson Street  
Suite 233  
Gig Harbor, WA 98335  
Attn: Richard Miller

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

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


If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

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

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By \_\_\_\_\_  
MAYOR, CITY OF MARYSVILLE

By   
CALM RIVER, INC.

Approved as to form:

GRANT K. WEED, City Attorney

~ C a l m R i v e r ~

ANNEXATION CENSUS SERVICES • DEMOGRAPHIC ANALYSIS • GIS MAPPING

November 4, 2009

The City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

Received

NOV 06 2009

City of Marysville  
Community Development

Attn: Mary Swenson, Chief Administrative Officer

cc: Gloria Hirashima, Community Development Director

RE: Census of Central Marysville Annexation Area

Ms. Swenson:

Congratulations on your accomplishments to complete the Central Marysville Annexation - and the defeat of Initiative 1033! As you are aware, the State of Washington requires a door-to-door annexation census be conducted in accordance with OFM policies and procedures for the annexation to be recognized. Our firm specializes in annexation census services and we are confident we have the experience, knowledge and resources required to complete your upcoming census in a cost effective, timely and accurate manner.

Calm River has successfully completed an Annexation Census for several western Washington cities:

The City of Auburn - Lea Hill and West Hill Annexations – 2008

The City of Tumwater - Littlerock / 70th Avenue Annexation – 2008

The City of Puyallup – Westhills Annexation – 2009

The City of North Bend – Tanner Annexation – 2009

The City of Maple Valley – Maple Ridge Annexation – 2009

The City of Port Orchard – McCormick Woods Annexation – 2009

Calm River has also contracted with the City of Lake Stevens for a large annexation census which will begin in December of 2009. In addition, Calm River successfully completed a complete census for the City of Snoqualmie in 2006 - with over 7,800 residents. This citywide census required following the same strict State standards required of an annexation census.

To date, the State of Washington Department of Population has accepted and certified all of our census work without issue or concern. We are proud of the goodwill and trust we have established with the State and will strive to maintain it on all future projects.

Our bid to complete the Central Marysville Annexation Area census is \$92,217, regardless of the total number of residents. This bid is all inclusive - you will not be billed for any additional expenses above our fixed contract amount. Please understand, however, this bid is contingent upon the total number of housing units not exceeding the 6,715 housing units you have estimated. Additional housing units above 6,715 will be charged at \$12.00 each.

To successfully complete the Central Marysville Annexation Census we will:

- Hire and train staff in strict accordance with State OFM protocols
- Print all required official census sheets, door hangers and enumeration maps
- Enumerate each housing unit in the Central Marysville Annexation Area
- Treat all citizens with professionalism, dignity and respect
- Provide an 800 telephone number for individuals to call and report census counts
- Provide the city with a template that can be hosted on the City website for residents to enter their census information on-line (this service is optional)
- Complete all required forms on-time and deliver them to OFM for certification

Please understand that our workers will contact each and every household as many times as required to fully complete the census. We take pride in obtaining information on each and every housing unit within the Annexation boundary. This dedication to accuracy and completeness – even if we need to visit the same residence numerous times – ensures that the City of Marysville will receive a full share of available State and County revenues.

Below are our professional references – we have recently provided census services for each of these municipalities:

- City of Auburn: Shelly Coleman, Director of Finance – 253 931-3033
- City of Tumwater: David Ginther, Associate Planner – 360 754-4210
- City of Puyallup: Tim Parham, Assistant Planner – 253 841-5556
- City of Snoqualmie: Robert Larson, City Manager – 425 888-1555
- City of North Bend: Duncan Wilson, City Manager - 425 888-1211
- City of Maple Valley: John Strandberg, City Planner - 425 413-8800
- City of Port Orchard: James Weaver, City Development Director - 360 876-4991

You can also contact the State of Washington, Department of Population – their staff directly review our work, know us well and will provide the final certification of your census. Our primary contacts at the State Office of Financial Management – Population, are:

- Megan Berg, Annexations – 360 902-3066
- Diana Brunink, Annexations – 360 902-0597
- Theresa Lowe, Growth Management – 360 902-0588

I have attached two draft / sample documents for your review:

- Draft Mayor Dennis Kendall "Welcome to the City of Marysville" Letter - this will include a one page answer guide to typical questions concerning the annexation.
- Sample "City of Marysville Annexation Census Door Hanger"

These are the documents we typically leave with residents when they are not home or have questions concerning the Annexation. We will edit these documents to your specifications and print them at our expense.

If you decide to proceed forward with the census we typically receive the following assistance:

- Shapefiles of the annexation area including streets and parcels. A copy of the tax assessor database containing all parcels in the annexation boundary. Complete lists of any multi-family housing units in the annexation area.
- A small office where we can work during the weeks of the census. This office needs to be able to be locked (to protect the confidentiality of the census documents) and preferably has Internet access, a phone and after hours availability. This office is optional - we can complete the census without it.
- A letter or post card mailed by the Mayor to welcome residents into the city and briefly explain the annexation census. Preferably, this mailing will include our toll free "Marysville Annexation Hotline" phone number for residents who prefer to call in their information.
- Publicity for the census by placing announcements in local newspapers, community newsletters, libraries, etc. An especially effective way to announce the annexation census is placing portable electronic signs (if available) at key intersections in the area.

We recognize and applaud your efforts to successfully bring the Central Marysville Annexation to fruition – we are aware of the tremendous amount of effort required. We look forward to the possibility of working with you and your staff.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



Richard Miller  
President, Calm River

e-mail	Rick@CalmRiver.com
Office	800 707-2256
fax	253 884-4942
F.E.I.N #	48-1289653



**DRAFT**

(on City Letterhead – signed by Mayor)

September 1, 2009

Dear Resident:

It is my pleasure to welcome you to the City of Marysville. I assure you that our City employees and staff will work hard to serve your needs. The ordinance annexing your property into the City of Marysville was passed on July 13, 2009.

As part of the annexation process, the State of Washington requires that we conduct a census of all housing units. The only information required in this census is the names of all individuals residing in your home. **The information you provide will be held strictly confidential.** Cooperating with the census ensures that the City of Marysville receives a full share of state funds allotted for essential public services.

Your home will be visited by a census worker wearing a florescent vest and identification badge sometime between September 1, 2009 and September 21, 2009. You can also provide your census information at any time by calling the Marysville Census Hotline at (800) 635-6594. The Census Hotline is available 24 hours a day.

General information about the City of Marysville can be found on our web-site located at: <http://ci.marysville.wa.us> Please feel free call us at (360) 363-8000 if you have any questions or concerns regarding the annexation.

Again, we warmly welcome you to the City of Marysville and encourage you to fully participate in the annexation census.

Sincerely,

Dennis Kendall  
Mayor



## Official Annexation Census

### Welcome to the City of Marysville!

As you have probably heard, the City of Marysville is in the process of annexing your neighborhood.

The State of Washington requires that we conduct a census of all homes. The purpose of the census is to make certain the City of Marysville receives a full share of State and County funds allotted for public services.

The only information we need is the names of all residents living within your home.

### All information you provide is strictly confidential!

For your convenience, you can get counted by telephone.

PLEASE CALL the official Marysville Census Hotline:

**(800) 635-6594**

The hotline is available 24 hours a day. When you call, please help us correctly identify your household by giving the following information:

Census ID #: \_\_\_\_\_

### Thank You for Your Assistance!

**Questions?** Call the census hotline at 800-635-6594 during normal business or contact the City of Marysville at 360 363-8100 and speak with Gloria Hirashima for more information.



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Planning Commission Recommendation for Development Regulation Amendment: School Impact Fees	<b>AGENDA SECTION:</b> Ordinance	
<b>PREPARED BY:</b> Gloria Hirashima, Community Development Director	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> <ol style="list-style-type: none"> <li>1. Staff Report and attachments</li> <li>2. Planning Commission Minutes from 10/13/09 and 11/10/09.</li> <li>3. Draft Ordinances</li> </ol>	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The Planning Commission has recommended approval of a draft code amendment to revise the formula for school impact fees. The revision would establish a discount factor of .50, which conforms to Snohomish County and surrounding jurisdictions. A second ordinance establishes an administrative fee for collection and accounting of school impact fees. The Planning Commission held a public hearing on November 10, 2009. The staff report, Planning Commission minutes and draft ordinances are attached.

<b>RECOMMENDED ACTION:</b> City staff recommends that the Marysville City Council approve the proposed ordinances.
<b>COUNCIL ACTION:</b>



## COMMUNITY DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

**DATE:** August 11, 2009  
**TO:** Planning Commission  
**FROM:** Gloria Hirashima, Community Development Director  
**RE:** School Impact fee ordinance

### INTRODUCTION

The purpose of this staff report is to provide information regarding the attached ordinance proposing amendments to Section 18C.10.010 MMC, *Fee Required*.

The proposed amendments are in response to Council direction to staff to review the current GMA-based school impact fee formula and bring recommended changes to the formula through the Planning Commission for review. The request was brought about by the Planning Commission's discussion concerning the impact fee formula during the capital facility plan ("CFP") review of each District's CFP in December 2008, in accordance with Chapter 18C.08 of the Marysville Municipal Code. The Planning Commission identified concerns regarding the variability within each district's CFP and the impact that these variables play in influencing the impact fee formula and resulting impact fee for each district (see 3/9/09 memo attached). The economic decline affecting the housing market has also increased requests from the local building industry to review our impact fee formulas and fee collection relative to the City's housing element and goals in its GMA comprehensive plan.

The proposed amendments to Section 18C.10.010 MMC, *Fee Required*, would replace the .75 multiplier with a .50 multiplier, resulting in the same reduction factor applied in unincorporated Snohomish County as well as surrounding jurisdictions of Arlington and Lake Stevens. The proposed amendments would also impose an administrative charge for impact fee processing by the City of Marysville.

### BACKGROUND

The City of Marysville is reviewing various aspects of its permitting review and fee components to identify areas of potential conflict between city goals, policies and regulation. For instance, in the area of impact fees---high impact fees relative to other jurisdictions can deter housing growth in areas identified by the City for residential activity. Or, high multi-family impact fees, relative to

other jurisdictions, can deter multi-family growth in the City, despite it being a necessary component of the city’s housing element and affordable housing goals.

During review of the Marysville, Lakewood and Lake Stevens capital facility plans in 2008, the Planning Commission noted the variability in decision making of each school board in applying the impact fee formula to its CFP. There remains considerable discretion in several areas of the formula, such as projected growth and student enrollment, student factors, and adjustments against cost that each district determines in the preparation of their plan submittal. While the City recognizes the discretion afforded each district in determining its capital facility needs and assumptions, there was a concern raised as this in turn can affect the resulting impact fee that the City imposes through its ordinance.

The Planning Commission also had concerns regarding inconsistency of the impact fees applied in the city of Marysville versus unincorporated Snohomish County and other jurisdictions. The reduction factor applied in unincorporated Snohomish County, Arlington, and Lake Stevens is .50. The reduction factor in Marysville is .25. This results in higher school impact fees being assessed for each district within the city of Marysville versus other jurisdictions within the same school district. For instance a builder in unincorporated Snohomish County pays \$5,705 to the Marysville School District in impact fees on a single family dwelling. A builder in the City of Marysville pays \$8,557 to the Marysville School District for a single family dwelling. This discrepancy with different impact fees being paid to the Districts for the same use has been occurring for the past decade. School children in the Marysville city limits receive the same level of service from the district as children in unincorporated Snohomish County or other jurisdictions, so the discrepancy is not tied to service, but instead to the City’s school impact fee ordinance.

These are the impact fees charged within each district:

<b>School District/unit type</b>	<b>City of Marysville</b>	<b>Snohomish County</b>
<u>Marysville</u>		
Single Family	\$8,557	\$5705
MF-1 bdrm	N/A	N/A
MF-2 bdrm/duplex/twnhs	\$7069	\$4713
<u>Lakewood</u>		
Single Family	\$2,859	\$1906
MF-1 bdrm	N/A	N/A
MF-2 bdrm/duplex/twnhs	\$3181	\$2121
<u>Lake Stevens</u>		
Single Family	\$6,614	\$4,409
MF-1 bdrm	N/A	N/A
MF-2 bdrm/duplex/twnhs	\$2,256	\$1,504

### **Recommended Action**

The proposed ordinance revises the reduction factor to .50. There are numerous areas of the impact fee formula that allow district discretion and judgment in preparation of the capital facility plan. This is appropriate as the districts are charged with implementing the capital facility plans in accordance with their constituent needs and the financing available to them. Under GMA, the City can adopt a school impact fee program and ordinance. The City's ordinance has long been the subject of debate because it deviates from the formulas adopted in unincorporated Snohomish County and surrounding jurisdictions who serve the Marysville, Lakewood and Lake Stevens school districts. As a result, the City of Marysville school impact fees are higher for these districts than any of the surrounding jurisdictions despite the fact that the impact of a residential unit being the same whether it is in Marysville or unincorporated Snohomish County. Amendment of the impact fee reduction factor to .50 will be consistent with surrounding jurisdictions and result in an impact fee that is uniform for new home construction within each district. There will still be variation between districts, however that is the result of different facility needs and growth potential unique to the district.

regarding dredging that needs to be done. Chair Muller wanted the opening of the Ebey Slough waterway to be included as an improvement in the Master Plan.

Ms. Hirashima responded that the green alley and pedestrian friendly alley standards could be included in the Master Plan.

Commissioner Kvangnes questioned the expansion of Comeford Park and how going north with the expansion would work. Ms. Hirashima responded that the city would have to purchase property but that 6<sup>th</sup> Street would remain open.

Commissioner Leifer questioned stormwater runoff in the downtown area. He thought that it could be directly discharged. Ms. Hirashima responded that you could directly discharge, but that it had to be treated first and that we could use right-of-way to do that.

**Motion** to forward the Downtown Master Plan onto City Council as amended made by Commissioner Emery, seconded by Commissioner Stevens. Motion carries, (7-0).

## **NEW BUSINESS:**

### **School Impact Fee Ordinance Revisions**

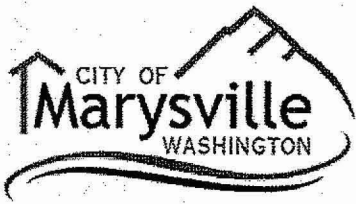
Ms. Hirashima discussed that the intent of the revision to the Ordinance was to create a parallel with the county so that there is no difference between the multiplier of the county and the city, making them both .5 discount. The intent was to establish the fee based on the point of collection in order to save on administration. Commissioner Stevens thought that it could be done by unit rather than building.

Chair Muller thought that some of the components within the formula would be discussed in the revision. There were discrepancies that he thought needed to be addressed. Ms. Hirashima stated that each district had some discretion as to how the CFP would be processed. She thought it would be difficult to eliminate that discretion that the districts were allowed even though it could be troubling. Chair Muller thought that it should go to hearing to explore more options.

### **Sign Code**

Mr. Holland described the original sign code that was adopted in 1997, noting that it was outdated in both time and technology. He discussed the recent court cases that were important to the sign code revision and how they influenced the draft code.

Mr. Holland then went through each proposed change and addition to the current sign code. There was discussion regarding the double based requirement being proposed. Mr. Holland pointed out that the intent of this requirement is mainly aesthetic. Downtown sign height restrictions were discussed. Chair Muller brought up the mall, and how would this type of an establishment create a sign within the guidelines. Ms. Hirashima added that there were provisions for larger establishments allowing increased height and area.



## MARYSVILLE PLANNING COMMISSION

November 10, 2009

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the November 10, 2009 meeting of the Marysville Planning Commission to order at 7:03 p.m. noting the excused absence of Becky Foster. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Eric Emery, Michael Stevens

**Staff:** Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Planning Manager-Land Use Cheryl Dungan, Senior Planner Chris Holland, Recording Secretary Amy Hess

**Absent:** Becky Foster, Deirdre Kvangnes

### APPROVAL OF MINUTES:

October 13, 2009

**Motion** made by Commissioner Emery, seconded by Commissioner Andes to approve the October 13, 2009 meeting minutes as presented. Motion carries, (5-0).

### PUBLIC HEARING:

Ms. Hirashima affirmed that the hearing had been advertised per code. She then gave an overview of the item and the recommended changes. She outlined the suggested changes brought by the Planning Commission. The multiplier was being recommended to be changed from .75 to .5 to become more parallel to surrounding jurisdictions. Another way to address lowering the impact fees that Snohomish County had used in the past was utilizing a cap on the fees. Ms. Hirashima entered two letters received by the City regarding this matter into record.

Chair Muller opened the hearing for public testimony.

Jim Baker, Marysville School District, 7711 77<sup>th</sup> Ave NE Marysville WA 98270

Mr. Baker represents the Marysville School District and stated that the District was not in opposition to any change in the mitigation fees. He commended the City on the research it

had done regarding the differences from district to district. Staffs comments were appreciated and again, the district posed no opposition.

Chair Muller questioned Mr. Baker on current collections compared to a year ago and what projections the district had at this time. Mr. Baker responded that there had been approximately a 50% drop in fees over the last 12 months. He expected to see an additional 15% drop in the near future, but that the district had made allowances for this.

Commissioner Leifer questioned Mr. Bakers thought on the formula and thought that a level of uniformity would be difficult as each district is different. He thought the needs vary district by district and encouraged the Commission to look at the discount side of the formula.

Commissioner Andes questioned if student counts had been re-examined since the last meeting with the Commission. Baker responded that the slide they had anticipated was being realized but that they currently had the largest kindergarten class in Marysville history.

Fred Owen, Lakewood School District, PO Box 222 North Lakewood WA 98259

Mr. Owen followed up with Mr. Baker's comments elaborating that his district was in favor of the discount factor rather than a uniform formula. He agreed that the discount factor seemed appropriate since needs do vary district by district. He encouraged the Commission to support the discount factor adjustment.

**Motion** made by Commissioner Leifer to forward the Ordinances including the administrative fees and reduction in School impact fees on to Council, seconded by Commissioner Emery. Motion carries, (5-0).

## **NEW BUSINESS:**

### **Smokey Point Master Plan-Regional Critical Areas and Stormwater Planning**

Ms. Hirashima gave an overview of the Smokey Point Master Plan since it had last been visited over a year ago. She stated that it had recently been presented to the Governor's Office as well as the Smokey Point land owners.

Mr. Nielsen introduced the project and outlined the project area. He discussed the streams and wetlands included in this area which would require a Master Permit. Creek location and stormwater were big issues in the development of this project. Mr. Nielsen discussed the alternatives that had been proposed as well as the analysis that had been done. He discussed the split conveyance system that had been proposed in order to address the environmental as well as engineering requirements. He added that they were hoping to meet all of the wetland requirements along the corridor being proposed for creek relocation. He felt that the City is on the cusp of getting all agencies involved to agree with the proposal.

Commissioner Leifer questioned the Master Plan and all players and how it ties in to the Tribes in regards to their control over culverts etc. Mr. Nielsen responded that the Tribes had been included in all the meetings and that the tribes would be signing off on the Master



**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
RELATING TO SCHOOL IMPACT FEES AND AMENDING SECTIONS  
18C.10.010 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the State of Washington enacted the Growth Management Act (“GMA”) in 1990 amending Chapter 82.02 RCW to authorize the collection of school impact fees on new development under specified conditions, including the adoption by the City of a GMA Comprehensive Plan as defined in RCW 36.70A; and

WHEREAS, the Marysville City Council adopted a GMA Comprehensive Plan on April 1, 1996, that included a policy commitment to consider the adoption of a GMA-based school impact fee program (Policy 10.S.6); and

WHEREAS, in April, 2005, the Marysville City Council approved Ordinance No. 2569, adopting an update to the Comprehensive Plan that adopted the Lakewood and Lake Stevens School Districts’ 2004-2009 Capital Facilities Plans as a subelement to the City’s Comprehensive Plan; and

WHEREAS, on November 28, 2005, the Marysville City Council approved Ordinance No. 2605, adopting an update to the Comprehensive Plan that adopted the Marysville School District’s 2005-2010 Capital Facilities Plan as a subelement to the City’s Comprehensive Plan; and

WHEREAS, on March 9, 2009, the Marysville City Council approved Ordinance No. 2768, adopting an update to the Comprehensive Plan that adopted the Marysville, Lakewood, and Lake Stevens School Districts’ 2006-2011 Capital Facility Plans as a subelement to the City’s Comprehensive Plan; and

WHEREAS, the State of Washington enacted the Growth Management Act in 1990 amending RCW 82.02 to authorize the collection of school impact fees on new development under specified conditions, including the adoption by the City of Marysville of a GMA Comprehensive Plan as defined in RCW 36.70A; and

WHEREAS, the Marysville City Council adopted Ordinance No. 2213 creating a GMA-based school impact fee ordinance on November 23, 1998, which is designed to meet the conditions for impact fee programs in RCW 82.02.050, et seq; and

WHEREAS, the Marysville City Council further amended the GMA-based school impact fee formula, MMC 18C.10.010 by the adoption of Ordinance No. 2306 on December 21, 1999; and further amended MMC 18C.10.010 by the adoption of Ordinance No. 2316 on March 13, 2000 and MMC 18C.10.010 by the adoption of Ordinance No. 2332 on September 11, 2000; and then readopted the provisions in Ordinance No. 2339 on December 6, 2000; and

WHEREAS, the Marysville City Council directed City staff to review the current GMA-based school impact fee formula and bring recommended changes to the formula through the Planning Commission for review; and

WHEREAS, the Marysville Planning Commission held a public workshops on September 9, 2009, on the draft code amendments; and

WHEREAS, the Marysville Planning Commission held a public hearing on November 10, 2009 to consider the draft ordinance and amendment of MMC 18C.10.010; and

WHEREAS, the City Council was briefed by City staff on December 7, 2009 and deliberated in an open public meeting on December 14, 2009 to consider the Planning Commission's recommendations and proposed ordinance; and

WHEREAS, the Marysville City Council considered the entire hearing record including the written and oral testimony submitted during the Planning Commission's hearings, the Planning Commission's recommendation, and the written and oral testimony submitted during the council hearings; and

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Marysville Municipal Code Section 18C.10.010 is amended to read as follows:

**18C.10.010 Fee required.**

(1) Each development activity, as a condition of approval, shall be subject to the school impact fee established pursuant to this title. The school impact fee shall be calculated in accordance with the formula established in Table 1 below. The school impact fee calculated in accordance with the formula established in Table 1 of this chapter shall then be multiplied by .50 to determine the school impact fee due and payable by the applicant.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by the Growth Management Hearings Board (Board) or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or a court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_

DENNIS KENDALL, MAYOR

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

Effective Date (5 days after publication): \_\_\_\_\_

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
RELATING TO DEVELOPMENT FEES AND AMENDING SECTIONS  
15.12.010 AND 18C.12.040 OF THE MARYSVILLE MUNICIPAL CODE.**

WHEREAS, the City periodically reviews and amends its development fees to ensure recovery of the majority of its costs related to development services;

WHEREAS, the State of Washington enacted the Growth Management Act in 1990 amending RCW 82.02 to authorize the collection of school impact fees on new development under specified conditions, including the adoption by the City of Marysville of a GMA Comprehensive Plan as defined in RCW 36.70A; and

WHEREAS, the Marysville City Council adopted Ordinance No. 2213 creating a GMA-based school impact fee ordinance on November 23, 1998, which is designed to meet the conditions for impact fee programs in RCW 82.02.050, et seq; and

WHEREAS, the Marysville City Council further amended the GMA-based school impact fee formula, MMC 18C.10.010 by the adoption of Ordinance No. 2306 on December 21, 1999; and further amended MMC 18C.10.010 by the adoption of Ordinance No. 2316 on March 13, 2000 and MMC 18C.10.010 by the adoption of Ordinance No. 2332 on September 11, 2000; and then readopted the provisions in Ordinance No. 2339 on December 6, 2000; and

WHEREAS, Section 18C.12.040, *Reimbursement for city administrative costs, legal expenses, and refund payments*, stipulates that that city's costs of administering the impact fee program shall be paid by the applicant to the city as part of the development application fee; and

WHEREAS, the City of Marysville wishes to recover its costs of administering the impact fee program by establishing an administration fee as part of its development fee structure; and

WHEREAS, the Marysville Planning Commission held a public workshop on September 9, 2009, on the draft code amendments; and

WHEREAS, the Marysville Planning Commission held a public hearing on November 10, 2009 to consider the draft ordinance and amendment of MMC 18C.10.010; and

WHEREAS, the City Council was briefed by City staff on December 7, 2009 and deliberated in an open public meeting on December 14, 2009 to consider the Planning Commission's recommendations and proposed ordinance; and

WHEREAS, the Marysville City Council considered the entire hearing record including the written and oral testimony submitted during the Planning Commission's hearings, the Planning Commission's recommendation, and the written and oral testimony submitted during the council hearings; and

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Marysville Municipal Code Section 18C.12.040 is amended to read as follows:

**18C.12.040 Reimbursement for city administrative costs, legal expenses, and refund payments.**

(1) Each participating school district shall enter into an agreement with the city of Marysville providing for such matters as the collection, distribution and expenditure of fees and for reimbursement of any legal expenses and staff time associated with defense of this chapter as more specifically set forth in an interlocal agreement between the city and a school district, and payment of any refunds provided under MMC 18C.12.030. The city's costs of administering the impact fee program shall be paid by the applicant to the city as part of the development application fee. Said fee shall be as set forth in Chapter 15.12 MMC and shall be an amount that approximates, as nearly as possible, the actual administrative costs of administering the school impact fee program.

Section 2. Marysville Municipal Code Section 15.12.010, the fee table is supplemented as follows:

Type of Activity	Fee
School impact fee administrative charge	50.00/single family or duplex, or \$100/apartment building.

Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by the Growth Management Hearings Board (Board) or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or a court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_

DENNIS KENDALL, MAYOR

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

Effective Date (5 days after publication): \_\_\_\_\_

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Resolution Supporting CDBG Application for 10 <sup>th</sup> St Sidewalk Improvements	AGENDA SECTION:	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Resolution Supporting the Application to Snohomish County for a Community Development Block Grant</li> <li>• 10<sup>th</sup> St Sidewalk Improvements Vicinity Map</li> <li>• Construction Site Plan</li> </ul>	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: \$0	

**DESCRIPTION:**

Submittal of the Snohomish County Community Development Block Grant (CDBG) requires endorsement by the City Council through Resolution.

The CDBG provides for funding of public facilities and infrastructure projects. Every project assisted with CDBG funds must principally benefit lower income persons or households. There is an estimated \$1,062,416 in funds available for the 2010 cycle.

Staff selected the 10<sup>th</sup> St Sidewalk Improvements project as a possible candidate for funding. This project would include the construction of sidewalk improvements on the south side of 10<sup>th</sup> St between Cedar Ave and Beach Ave and the construction of bulb-out type sidewalk ramps at the intersection of 10<sup>th</sup> St and Cedar Ave.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Resolution thereby endorsing the submittal of the Snohomish County Community Development Block Grant for construction of the 10 <sup>th</sup> St Sidewalk Improvements project.
COUNCIL ACTION:



CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION SUPPORTING THE APPLICATION TO SNOHOMISH COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).**

WHEREAS, the Snohomish County Office of Housing and Community Development is soliciting grant applications for FY2010 CDBG for Public Facilities and Infrastructure Projects.

WHEREAS, the City of Marysville desires to submit a grant application in support of sidewalk improvements on 10<sup>th</sup> Street from Cedar Avenue to Beach Avenue; and

WHEREAS, the City Council considers the 10<sup>th</sup> St Sidewalk Improvements project to be an important infrastructure that will serve both low- and moderate-income individuals,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

The City Council supports the grant application to Snohomish County for CDBG funding for the purpose of constructing sidewalk improvements on 10<sup>th</sup> Street from Cedar Avenue to Beach Avenue, and the City Council authorizes City staff to submit that application to the Snohomish County Office of Housing and Community Development.

PASSED by the City Council and APPROVED by the Mayor this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

Attest:

By \_\_\_\_\_  
CITY CLERK

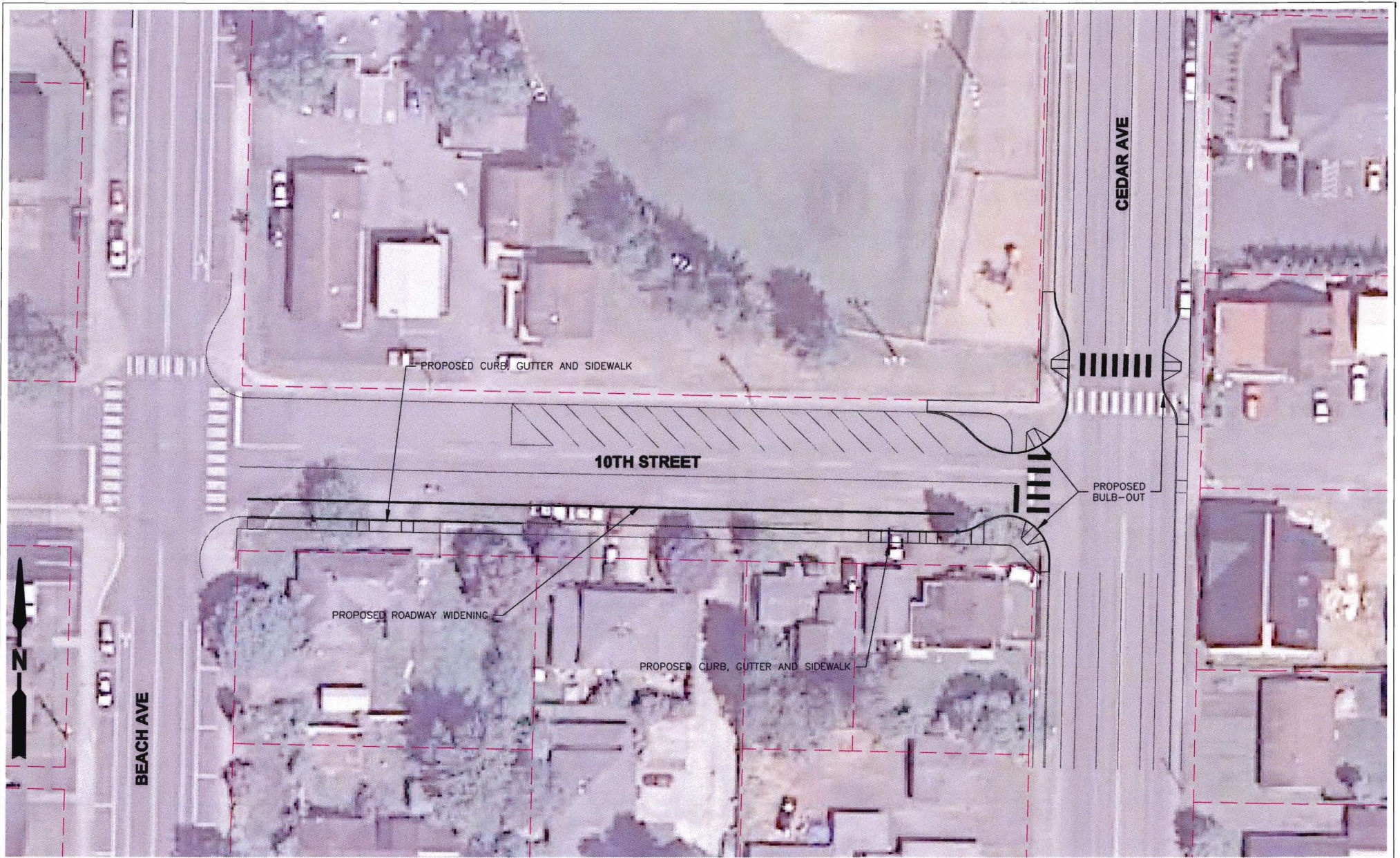
Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

# VICINITY MAP







# 10TH STREET SIDEWALK IMPROVEMENTS



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2010**

<b>AGENDA ITEM:</b> Resolution recognizing Non-Discrimination Policy for City Parks and Recreation Activities	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew-Director of Parks and Recreation	<b>APPROVED BY:</b> Jim Ballew	
<b>ATTACHMENTS:</b> Resolution		
	MAYOR	CAO
<b>BUDGET CODE:</b> N/A	<b>AMOUNT:</b>	

**DESCRIPTION:**

As a result of legislative action in HB 1596 and ESSB 5967 the City of Marysville is required to establish a non-discrimination policy for community athletic programs that are operated, conducted, administered or supported by the City or by third parties receiving leases, permits or agreements from the City. The City of Marysville is required to establish by January 1, 2010

The Policy will be provided to all community user groups and reviewed annually by the Parks and Recreation Advisory Board.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the attached Resolution establishing a Non-Discrimination policy for City Parks and Recreation Facilities and Programs.

**COUNCIL ACTION:**

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE ESTABLISHING A NON-DISCRIMINATION POLICY FOR CITY PARKS AND RECREATION FACILITIES AND PROGRAMS.

WHEREAS, pursuant to Ch. 49.60 RCW, the City of Marysville is prohibited from discriminating against protected classes of persons in the use of places of public accommodation, and these protected classes were broadened by the 2009 State Legislature in HB 1596; and

WHEREAS, pursuant to ESSB 5967, the City of Marysville is required to establish by January 1, 2010 a non-discrimination policy for community athletic programs that are operated, conducted, administered, or supported by the City or by third parties receiving leases or permits from the City; and

WHEREAS, the City's Director of Parks and Recreation has prepared a non-discrimination policy for the City Council's consideration, which policy is consistent with HB 1596 and ESSB 5967; and

NOW, THEREFORE, BE IT RESOLVED BY THE MARYSVILLE CITY COUNCIL AS FOLLOWS:

Section 1. The following policy is hereby adopted as the City of Marysville's non-discrimination policy for park and recreation facilities and programs:

The City of Marysville shall not discriminate in the use of City park and recreation facilities or programs on the basis of race, creed, color, national origin, sexual orientation, sex, honorably discharged veteran or military status, status as a mother breastfeeding her child, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. In addition, neither the City nor a third party receiving a lease or permit from the City shall discriminate on the basis of sex in the operation, conduct, or administration of community athletic programs. Persons having questions or wishing to file a complaint regarding this policy may contact the City's Director of Parks and Recreation. Persons requiring a reasonable accommodation for a disability may contact the City's Human Resources Manager.

Section 2. The City's non-discrimination policy for park and recreation facilities and programs, together with specific contact information for the Director of Parks and Recreation and the Human Resources Manager, shall be posted on the City's website, on bulletin boards, on sign-up materials for athletic programs, and in brochures or publications that inform or advertise about community athletic programs or the availability of facilities for the athletic programs of third parties who receive leases or permits from the City.

RESOLUTION - 1  
/W/mv/Res.JobClassification-F

Section 3. Effective Date. This Resolution shall become effective January 1, 2010.  
PASSED, by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS KENDALL, MAYOR

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By \_\_\_\_\_  
GRANT WEED, CITY ATTORNEY

1. Agenda bills should be submitted **no later than Tuesday at noon, the week before the next scheduled Monday Work Session Council Meeting**. Please consult with the City Clerk's office if you have questions or need to submit an item outside of this timeframe. The council packets are prepared for council on Wednesdays. Unless otherwise approved, agenda bills received after the deadline will be placed on the next council cycle. The Clerk's office will notify you and request a new agenda bill with the corrected city council meeting date. The Directors meet and discuss the agenda items each Tuesday at 3 p.m. Agenda items can be delivered to the City Clerk at this meeting. The Clerk's office appreciates receiving items earlier than the Tuesday deadline.
2. A blank agenda bill and the contract routing form can be found at the following location: Intranet, Employee Resources, and Forms. Occasionally we receive the agenda bill and the **RECOMMENDED ACTION** box is in the middle of the form, please be sure this box remains at the bottom of the form.
3. The date of the Council Meeting should be indicated on the **CITY COUNCIL MEETING DATE** line. This date should be the Regular Meeting date, not the Work Session date. Agenda bills are due Tuesday the week before the next Monday Work Session meeting.
4. A title description of the document should be filled in the **AGENDA ITEM** box.
5. The location of the item on the council agenda should be indicated in the **AGENDA SECTION** box. For example, new business, consent, review bids, public hearing, etc. If unsure, leave blank and the City Clerk will determine where to place the item on the agenda.
6. The person's name who prepared the agenda bill should be indicated in the **PREPARED BY** box.
7. The documents attached to the agenda bill should be indicated in the **ATTACHMENTS** box.
8. The director or designee needs to initial the **APPROVED BY** box.
9. If the submitter has the **BUDGET CODE** and dollar **AMOUNT**, those boxes should be completed.
10. A summary of the agenda item should be provided below the word **DESCRIPTION** (in the body of the agenda bill). If the summary will make the agenda bill longer than one page, please type in the body of the agenda bill, See Attached. The summary of the agenda item should then be attached to the agenda bill on a separate piece of paper.
11. In the **RECOMMENDED ACTION** box the submitter should write the action the submitter wants the Council to take. The wording should start out with: Staff recommends that Council Authorize the Mayor to sign the \_\_\_\_\_.
12. Times New Roman size 11 font should be used.
13. If applicable, the submitting department should supply the Clerk's office 30 colored maps.
14. If the agenda item is a contract that must go to Council, please complete the agenda bill and the contract routing form. Please review the second page of the routing form for contract routing directions. Contracts should be signed by the Contractor prior to submitting to the Clerk's office.
15. It is desired that the agenda item be emailed to April OBrien with two attachments: agenda bill in the Word format and the complete agenda document in a PDF.



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Public Hearing to consider a new Ordinance Chapter 3.103 of the Marysville Municipal Code creating a Multifamily Housing Property Tax Exemption code and Designating a Residential Targeted area.	<b>AGENDA SECTION:</b> Public Hearing; Ordinance	
<b>PREPARED BY:</b> Gloria Hirashima, Community Development Director	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Staff Report. 2. Application Materials. 3. Proposed Ordinance	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

See attached.

<b>RECOMMENDED ACTION:</b> City staff recommends that the Marysville City Council approve the proposed ordinance.
<b>COUNCIL ACTION:</b>



## COMMUNITY DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

**DATE:** August 14, 2009  
**TO:** Planning Commission and City Council  
**FROM:** Gloria Hirashima, Community Development Director  
**RE:** Downtown Multifamily Tax Exemption

### INTRODUCTION

The purpose of this staff report is to provide information regarding the attached ordinance proposing a new chapter 3.103 of the Marysville Municipal Code entitled Multifamily Housing Property Tax Exemption.

The proposed chapter will enable a tax incentive provided by Chapter 84.14 RCW to apply to new multifamily housing development in the downtown master plan area. New multifamily construction will be entitled a property tax exemption for a period between 8 and 12 years. The longer term of 12 years applies to projects that provide for affordable housing consistent with the ordinance. The purpose of this is to stimulate new housing construction in the urban center of Marysville. The provisions are intended to stimulate residential growth in the downtown, resulting in a more vibrant and attractive urban center that will create more opportunities for business, entertainment and cultural activities in downtown Marysville.

### BACKGROUND

New, rehabilitated, or converted multi-unit housing projects in targeted residential areas are eligible for either an 8 or 12-year property tax exemption offered by eligible and participating cities. The program requirements were modified by the state legislation by E2SHB 1910 effective July 22, 2007 and now include affordable housing provisions. The property tax exemption may be applied to new housing construction and to the increased value of a building due to rehabilitation. The property tax exemption applies to all property taxes that are "ad valorem" - any tax based on the value of the property will be affected. The exemption does not apply to the land or the nonhousing improvements. If the property changes use before the 10-year exemption ends, then back taxes are recovered based on the difference between the taxes paid and the taxes that would have been paid without the tax exemption.

Cities eligible to offer the multi-unit housing property tax exemption are: those with a population of at least 15,000 people; the largest city or town located in a county planning

7-Oct-09

1

under the GMA if there is no city with a population of at least 15,000; and cities with populations of at least 5,000 within "buildable lands" counties under the GMA.

There are a variety of requirements all multi-unit housing projects must meet to be eligible for a tax exemption, including:

- the housing must be located in a residential targeted area as designated by the city;
- 50 percent of the space must be for permanent residential occupancy;
- new construction must be completed within three years of approval of the application;
- property to be rehabilitated must be vacant at least 12 months prior to application;
- the applicant must enter into a contract with the city and agree to terms and conditions;
- and
- the housing must meet additional guidelines adopted by the city which may include density, size, parking, low-income occupancy, and others.
- to qualify for the 12-year tax exemption, the project must meet housing affordability requirements.

**Housing Affordability Component.** Under the housing affordability component, a 12-year tax exemption is available. If the property owner commits to renting or selling at least 20 percent of units as affordable housing units to low and moderate income households, the property may be eligible for a 12-year exemption. In the case of properties intended exclusively for owner-occupancy, the state affordable housing requirement may be satisfied by providing 20 percent of units as affordable to moderate-income households. Cities may impose additional affordable housing requirements, limits and conditions.

Low-income households are defined as those making at or below 80 percent of the area median income. Moderate-income households are defined as those making at or below 115 percent of the area median income. Income level thresholds are increased to 100 percent and 150 percent of the area median income for low-income and moderate-income households, respectively, for high-cost areas which are defined as counties where the third quarter median house price for the previous year is greater than 130 percent of the statewide median house price.

**Tax Exemptions for Individual Dwelling Units.** At the discretion of the local government, the exemption of individual dwelling units is allowed. In such cases, the tax exemption may be limited to the value of the qualifying improvements within those individual dwelling units.

**City Reporting Requirements.** Beginning in 2007, all cities issuing tax exemptions must report annually to the Department of Community, Trade and Economic Development regarding tax exempt properties. The annual report must include the following:

- the total number of tax exemptions granted and the total value of those exemptions; the total number of units produced and the total development cost of each unit;
- the total monthly rent of each unit or the total sale price of each unit; and
- the income of each renter at occupancy of a rental unit, and the income of each initial purchaser of a homeownership unit.

In addition, the City must also file paperwork for each property, a Certificate of Tax Exemption with the County Assessor's office.

At least sixteen cities in the state have programs adopted. Cities that have adopted programs include Burien, Everett, Seattle, Spokane, Lynnwood, Wenatchee, Tacoma, Kirkland, Puyallup and Renton.

### **Recommended Action**

The proposed ordinance would adopt program requirements consistent with the state legislation. The targeted residential area has been identified as the downtown master plan area, an area that meets the intent of the legislation, which promotes the creation of new and rehabilitated multifamily housing in the urban center. Staff is not recommending any allowances for individual dwelling units, as the intent of the downtown zoning and comprehensive plan is to promote higher density multifamily housing consistent with the master plan and design guidelines.

Application materials have also been developed to implement this new program.



## MULTI-FAMILY HOUSING PROPERTY TAX EXEMPTION APPLICATION

Pursuant to RCW 84.14 and City of Marysville Ordinance No. \_\_\_\_\_

### Program Requirements

The proposed project must meet the following criteria for special valuation:

- 1) Location. The project must be located within the residential targeted area described in MMC Section 3.103.150.
- 2) Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of twelve months prior to submission of an application and must fail to comply with one or more requirements of the Building Code of the City as set forth in Title 16 of the Marysville Municipal Code. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve months has elapsed from the time of most recent occupancy.
- 3) Size. The project must include at least twenty units of multifamily housing within a residential structure. A minimum of twenty new units must be constructed or at least twenty additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least twenty units of new, converted or rehabilitated multifamily housing.
- 4) Permanent Residential Housing. At least fifty percent of the space designated for multifamily housing must be provided for permanent residential occupancy, as defined in MMC Section 3.103.030 (J) of Chapter 3.103, *Multifamily Housing Property Tax Exemption*, and only that portion of the space designated for multifamily housing shall be eligible for the exemption provided for herein.
- 5) Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application, plus any extension of time granted under MMC Section 3.103.090 (B).
- 6) Compliance with Guidelines and Standards. The project must be designed to comply with the City's Comprehensive Plan, building, housing and zoning codes, and any other applicable regulations in effect at the time the applicant submits a fully completed application to the Director. *See MMC Section 3.103.70(D)(6) for complete requirements.*
- 7) Parking. The project must provide all required parking spaces on site. The parking requirements for multiple-family dwellings of the Marysville zoning code are applicable to multifamily residences provided for in Chapter 3.103; provided, however, to qualify for the multi-family housing property tax exemption, the project must provide at least one parking space per new or rehabilitated residential unit in the project. *See MMC Section 3.103.70(D)(7) for complete requirements.*
- 8) Contract. The applicant must enter into a contract with the City of Marysville.

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### Applicant's Information

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

Owner's  
representative:  
(if applicable)  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

*Note: This application must be signed by the property owner of record or authorized designee. If the signatory is not the property owner of record, please provide documentation authorizing the signatory to sign on the property owner's behalf.*

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### Property Information

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Interest in Property:       Fee simple     Contract purchase     Other (describe below)

Assessor's Parcel Number: \_\_\_\_\_  
Physical Address: \_\_\_\_\_

Legal Description:  
(Attach separate sheet if needed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### Project Information

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Project Name & File Number: \_\_\_\_\_  
Brief Written Description of  
Project: (preliminary conceptual  
design including site plan and floor  
plan of the units and structure must  
be  
submitted with this application). \_\_\_\_\_

New Construction:  YES     NO      Rehabilitation of Existing Units:  YES     NO  
Number of Units: New \_\_\_\_\_ Existing Empty \_\_\_\_\_ Existing Occupied \_\_\_\_\_  
Number of Units for which you are applying for this exemption: \_\_\_\_\_  
If existing units are vacant, date last occupied: \_\_\_\_\_ Affidavit of Vacancy Attached: \_\_\_\_\_  
*For City Use: Building  IS     IS NOT in compliance with the City's current Building Code.*  
Required Preliminary Plans are Attached: Site Plan: \_\_\_\_\_ Floor Plan: \_\_\_\_\_  
Floor Area in Square Feet: Building Total \_\_\_\_\_ s.f. For permanent residential occupancy \_\_\_\_\_ s.f.

**Unit Information:**

<u>Size/Type</u>	<u>Total Number of Units</u>	<u>Average Square Feet per Units</u>
Studio	_____	_____
One bedroom	_____	_____
Two bedrooms	_____	_____
Three plus bedrooms	_____	_____
TOTAL	_____	_____

Cost Information:

Projected total cost of new residential construction: \$ \_\_\_\_\_

Projected total cost of residential rehabilitation: \$ \_\_\_\_\_

Source of Cost Estimate: \_\_\_\_\_

Anticipated construction start date: \_\_\_\_\_ Anticipated construction end date: \_\_\_\_\_

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**Attachments to Application**

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Please check and attach the following:

Preliminary conceptual design, including site plan and floor plans of the multifamily units and the overall structure. Please use the *Site Plan Review Checklist*.

For rehabilitation of an existing vacant or partially vacant structure, verification of noncompliance with applicable building and housing codes.

Representative photographs of site and both the interior and exterior of any existing structures (color photocopies are acceptable).

If applicable, copies of permit/approvals already received for this project.

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**Agreement Between City and Applicant**

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If an application is approved by the Director, the approval, together with a contract between the applicant and the City regarding the terms and conditions of the project, signed by the applicant, shall be presented to the City Council with a recommendation that the Council authorize the Mayor to sign the contract.

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**Conditional Certificate**

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Once the contract is fully executed, the Director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter. The conditional certificate may be extended by the Director for a period not to exceed twenty-four consecutive months.

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**Statement of Additional Tax, Interest, and Penalty Due Upon  
Cancellation of Multi-Family Housing Property Tax Exemption**

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If the exemption is canceled for noncompliance: (a) Additional real property tax must be imposed upon the value of the nonqualifying improvements in the amount that would normally be imposed, plus a penalty must be



imposed amounting to twenty percent. This additional tax is calculated based upon the difference between the property tax paid and the property tax that would have been paid if it had included the value of the nonqualifying improvements dated back to the date that the improvements were converted to a non-multifamily use; (b) The tax must include interest upon the amounts of the additional tax at the same statutory rate charged on delinquent property taxes from the dates on which the additional tax could have been paid without penalty if the improvements had been assessed at a value without the exemptions provided by RCW 84.14 and City of Marysville Ordinance No. \_\_\_\_\_; and (c) The additional tax owed together with interest and penalty must become a lien on the land and attach at the time the property or portion of the property is removed from multifamily use or the amenities no longer meet applicable requirements, and has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable. The lien may be foreclosed upon expiration of the same period after delinquency and in the same manner provided by law for foreclosure of liens for delinquent real property taxes. An additional tax unpaid on its due date is delinquent. From the date of delinquency until paid, interest must be charged at the same rate applied by law to delinquent ad valorem property taxes.

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### Certification

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As owner(s) of the land described in this application, I (we) hereby indicate by my (our) signature(s) that I (we) are aware of the additional tax liability to which the property will be subject if the exemption authorized by RCW Chapter 84.14 is canceled. I (We) declare under penalty of perjury under the laws of the State of Washington that the above-information and any accompanying documents are in all respects true, correct, and complete to the best of my (our) knowledge and behalf.

I certify that the existing dwelling units have been vacant for a period of twelve months prior to the filing of this application.  YES  NO  Not applicable

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Name and Title, if applicable

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

**Ordinance No. \_\_\_\_\_**

An ordinance of the City of Marysville, Washington enacting a new Chapter 3.103 Marysville Municipal Code entitled Multifamily Housing Property Tax Exemption

It is hereby ordained by the City Council of the City of Marysville, Washington as follows:

Section 1. A new Chapter 3.103 of the Marysville Municipal Code entitled “Multifamily Housing Property Tax Exemption is hereby enacted reading as follows:

**Chapter 3.103  
MULTIFAMILY HOUSING PROPERTY  
TAX EXEMPTION**

Sections:

3.103.010 Findings.

3.103.020 Purpose.

3.103.030 Definitions.

3.103.040 Residential targeted area designation criteria.

3.103.050 Amendment or rescission of designation of residential targeted area.

3.103.060 Residential targeted area standards and guidelines.

3.103.070 Tax exemption for multifamily housing in residential targeted areas.

3.103.080 Application procedures.

3.103.090 Application review and issuance of conditional certificate.

3.103.100 Application for final certificate.

3.103.110 Issuance of final certificate.

3.103.120 Annual compliance review.

3.103.130 Cancellation of tax exemption.

3.103.140 Appeals to hearing examiner.

3.103.150 Urban center and residential targeted area designated.

3.103.160 Termination of provisions.

### **3.103.010 Findings.**

A. The urban center of the city of Marysville lacks sufficient available, desirable and convenient residential housing units, including affordable housing units, to meet the needs of the public, and more current and future residents of Marysville would be likely to live in the city's urban center if additional desirable, convenient, attractive, affordable and livable places to live were available.

B. The development of such housing units, including affordable housing units, in the urban center of the city will attract and maintain a significant increase in the number of residents, thus making the area more vibrant and will help to stimulate business, entertainment and cultural activities. Accordingly, development of additional housing within the urban center of the city of Marysville will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020.

C. The tax incentive provided by Chapter 84.14 RCW will stimulate the creation of new and enhanced residential structures within the city's urban center, benefiting and promoting the public health, safety and welfare by encouraging residential redevelopment, including affordable housing opportunities..

D. This housing tax-incentive program also would promote further economic development and enhanced public safety in the city's urban center by creating an influx of new residents, of mixed income, who will utilize urban services, stimulate downtown Marysville development and encourage increased residential opportunities.

E. The providing of additional housing opportunity in the residential targeted area described in Section 3.103.150 of this chapter meets the requirements of Chapter 84.14 RCW.

F. The notice of hearing given for the designation of the residential targeted area and the adoption of this chapter meets the requirements of RCW 84.14.040.

### **3.103.020 Purpose.**

It is the purpose of this chapter to encourage increased residential housing, including affordable housing opportunities, in keeping with the goals and mandates of the Growth Management Act (Chapter 36.70A RCW) so as to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing in the city's urban center having insufficient housing opportunities.

### **3.103.030 Definitions.**

A. “Affordable housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household’s monthly income. For the purposes of housing intended for owner occupancy, “affordable housing” means residential housing that is within the means of low- or moderate- income levels.

B. “City” means the city of Marysville, a municipal corporation and political subdivision.

C.. “Director” means the City of Marysville’s Director of Community Development or authorized designee.

D. “Household” means a single person, family, or unrelated persons living together.

E. “Low-income household” means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size for Snohomish County as reported by the United States Department of Housing and Urban Development. At such times as the City is a “high-cost area,” low-income household means a household that has an income at or below one hundred percent of the median family income adjusted for family size in Snohomish County.

F. “Moderate-income household” means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is below one hundred fifteen percent of the median family income adjusted for family size for Snohomish County as reported by the United States Department of Housing and Urban Development. At such times as the City is a “high cost area,” moderate-income household means a household that has an income at or below one hundred percent of the median family income, adjusted for family size, but is below one hundred fifteen percent of the median family income, adjusted for family size for Snohomish County.

G. “High cost area” means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period.

H. “Owner” means the property owner of record.

I. “Multifamily housing” and “multiple-unit housing” are used synonymously in this chapter and mean a building having twenty or more dwelling units not designed or used as transient accommodations, not including hotels and motels and designed for permanent

residential occupancy resulting from new construction, rehabilitation or conversion of a vacant, underutilized or substandard building to multifamily housing.

J. “Permanent residential occupancy” means multifamily housing that provides either owner occupant housing or rental accommodations that are leased for a period of at least one month on a non-transient basis. This excludes accommodations that offer occupancy on a transient basis such as hotels and motels that predominately offer rental accommodations on a daily or weekly basis.

K. “Rehabilitation improvements” means modifications to existing structures that are vacant for twelve months or longer, that are made to achieve a condition of substantial compliance with existing building codes or modification to existing occupied structures which increase the number of multifamily housing units.

L. “Residential targeted area” means the area within or coterminous with the city’s Urban Center and Downtown Study Area, generally described as follows:

The downtown study area for the master plan is located within the larger Downtown Neighborhood, Planning Area 1 of the City’s neighborhood planning areas, as defined in the City of Marysville Comprehensive Plan. The study area is bounded by 8<sup>th</sup> Street to the north, Ebey Slough to the south, Alder Avenue to the east, and I-5 to the west. The Downtown Study Area is approximately 182 acres in size.

The Downtown Study Area is part of the urban center of the City and has been designated by the city council as the residential targeted area in accordance with this chapter and Chapter 84.14 RCW. It has been found by the city council to be lacking sufficient available, convenient, attractive, livable, and desirable residential housing to meet the needs of the public.

M. “Urban center” means the Downtown Study Area described in Section 3.103.150 of this chapter, where urban residents may obtain a variety of products and services including, but not limited to, shops, offices, banks, restaurants, governmental agencies and a mixture of uses and activities that may include housing, recreation, and cultural activities in association with either commercial or office, or both uses.

### **3.103.040 Residential targeted area designation criteria.**

Following notice and public hearing, or a continuance thereof, as prescribed in RCW 84.14.040, the city council may, in its sole discretion, designate all of or a portion of the residential targeted area described in the notice of hearing as the residential targeted area. The designated targeted area must meet the following criteria, as found by city council in its sole discretion:

- A. The targeted area is located within the urban center as determined by the city council;
- B. The targeted area lacks sufficient available, affordable, attractive, convenient, desirable, and livable residential housing to meet the needs of the public who would be likely to live in the urban center, if such places to live were available; and
- C. The providing of additional housing opportunity in the targeted area will assist in achieving the stated purposes of RCW 84.14.007, namely:
  - 1. Encourage increased residential opportunities within the targeted area of the city of Marysville; or
  - 2. Stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing that will increase and improve residential opportunities within the city's urban centers;
- D. In designating the residential targeted area, the city council may also consider other factors, including, but not limited to, which additional housing in the targeted area will attract and maintain a significant increase in the number of permanent residents, whether additional housing in the targeted area will help revitalize the city's urban center, whether an increased residential population will help improve the targeted area and whether an increased residential population in the targeted area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020;
- E. The notice for the hearing has met the requirements of RCW 84.14.040.

The urban center and residential targeted area defined in Section .030 were designated following notice and a public hearing and findings as required by this section.

**3.103.050 Amendment or rescission of designation of residential targeted area.**

The city council may, by ordinance, amend or rescind the designation of the residential targeted area at any time pursuant to the same procedure as set forth in this chapter for original designation.

**3.103.060 Residential targeted area standards and guidelines.**

For the designation of residential targeted area, the city council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. The city council may also adopt guidelines and requirements including the following:

- A. Requirements that address demolition of existing structures and site utilization; and

B. Building requirements that may include elements addressing parking, height, density, environmental impact, public benefit features, compatibility with surrounding property, and such other amenities as will attract and keep permanent residents and will properly enhance the livability of the residential targeted area. The required amenities should be relative to the size of the proposed project and tax benefit to be obtained.

C. A proposed project must meet the standards and guidelines listed in Section 3.103.070 (D)(1) through (6), including parking requirements existing for the applicable zone in effect at the time the applicant submits a fully completed application to the director; provided, all parking shall be provided on-site for the project subject to the application.

### **3.103.70 Tax exemption for multifamily housing in residential targeted areas.**

A. Intent. Exemptions from ad valorem property taxation for multifamily housing in urban centers are intended to:

1. Encourage increased residential opportunities, including affordable housing opportunities, within the urban center designated by the city council as a residential targeted area;
2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing in the residential targeted area to increase and improve housing opportunities;
3. Assist in directing future population growth in the designated urban center, thereby reducing development pressure on single-family residential neighborhoods; and
4. Achieve development densities which are more conducive to transit use in the designated urban center.

B. Duration of Exemption. The value of new construction, conversion, and rehabilitation improvements qualifying under this chapter is exempt from ad valorem property taxation as follows:

1. Eight successive years beginning January 1<sup>st</sup> of the year immediately following the calendar year of issuance of the certificate of exemption; or
2. Twelve successive years beginning January 1<sup>st</sup> of the year immediately following the calendar year of issuance of the final certificate of exemption, and the property otherwise qualifies for the exemption under Chapter 84.14 RCW and meets the following conditions:

- a. The applicant must commit to renting or selling at least twenty percent of he multifamily housing units as affordable housing units to low- and moderate- income households, and the property must satisfy that commitment. In the cases of projects



intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate income households.

b. The exemptions provided herein do not include the value of land or non-housing related improvements.

C. Limits on Exemption. The exemption does not apply to the value of the land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land or non-qualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.

D. Project Eligibility. A proposed project must meet the following requirements for consideration for a property tax exemption:

1. Location. The project must be located within the residential targeted area as designated pursuant to Section 3.103.150 of this chapter and defined above.
2. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of twelve months prior to submission of an application and must fail to comply with one or more requirements of the Building Code of the city as set forth in Title 16 of the Marysville Municipal Code. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve months has elapsed from the time of most recent occupancy.
3. Size. The project must include at least twenty units of multifamily housing within a residential structure. A minimum of twenty new units must be constructed or at least twenty additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least twenty units of new, converted or rehabilitated multifamily housing.
4. Permanent Residential Housing. At least fifty percent of the space designated for multifamily housing must be provided for permanent residential occupancy, as defined in Section 3.103.030 (J) of this chapter and only that portion of the space designated for multifamily housing shall be eligible for the exemption provided for herein.,
5. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application, plus any extension of time granted under Section 3.103.090 (B).
6. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing and zoning codes, and any other

applicable regulations in effect at the time the applicant submits a fully completed application to the Director. New construction must comply with the Building Code of the city and all other applicable regulations. Rehabilitation and conversion improvements must comply with the Building Code of the city set forth in Title 16 of Marysville Municipal Code and all other applicable regulations. For the duration of the exemption granted under this chapter, the property shall have no violations of applicable zoning requirements, land use regulations, or building and housing ordinance requirements for which a notice of violation has been issued and is not resolved by compliance, withdrawal or other final resolution. The project must also comply with any other standards and guidelines adopted by the city for the residential targeted area in which the project will be developed.

7. Parking. The project must provide all required parking spaces on site. The parking requirements for multiple-family dwellings of the Marysville zoning code are applicable to multifamily residences provided for in this chapter; provided, however, to qualify for the exemption hereunder, the project shall provide not less than one parking space per new or rehabilitated residential unit in the project. The term “parking spaces on site” means that all the parking required under applicable city codes and requirements, shall be off-street parking and provided on the property subject to the application for tax exemption hereunder or on any contiguous parcel owned by the applicant and not separated by a street, alley, other public right-of-way, or property not owned by the applicant. The Director may authorize the parking area for a multifamily residence which is subject to the application for tax exemption hereunder, to be located on a contiguous parcel which is separated from the multifamily residence site by an alley, if topographic, environmental or space constraints prevent vehicle parking and maneuvering from being placed on the location otherwise required by this chapter. In approving the on-site parking on any parcel contiguous to the multifamily residence site, including any approved parcel separated by an alley, the Director shall require the owner to execute and record a covenant running with the land, acceptable to the city attorney, dedicating such parking area to parking use, to terminate only in the event that the owner’s use which created the need for the parking on the owner’s property, is abandoned, discontinued or otherwise terminated, or the owner provides parking in a contiguous alternate location which is acceptable to and approved by the city.

### **3.103.080 Application procedures.**

A property owner who wishes to propose a project for a tax exemption shall comply with the following procedures:

A. Prior to the application for any building permit for a project, the applicant shall submit an application to the Director, on a form established by the Director along with the required fees. The initial application fees to the city shall consist of a base fee of five hundred dollars, plus twenty-five dollars per multifamily unit. An additional one hundred fifty dollar fee to cover the Snohomish County assessor’s administrative costs shall also be paid to the city. If the application is approved, the city shall pay the application fee to the county assessor for deposit in the county current expense fund, after first deducting

that portion of the fee attributable to its own administrative costs in processing the application. If the application shall result in a denial by the city, the city shall retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.

B. A complete application shall contain such information as the Director may deem necessary or useful, and shall include:

1. A brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located setting forth the grounds of for the exemption;
2. A brief statement setting forth the grounds for qualification for exemption;
3. A statement from the owner acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
4. If applicable, a statement that the project meets the affordable housing requirements; and
5. Verification by oath or affirmation of the information submitted.

For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application and shall secure from the city, verification of property noncompliance with the city's housing ordinance.

### **3.103.090 Application review and issuance of conditional certificate.**

The Director may certify as eligible an application which is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within ninety days of receipt of a complete application or concurrently with the issuance of the final SEPA determination for the proposed project, whichever is later. An application may be approved subject to such terms and conditions as deemed appropriate by the Director to insure the project meets the land use regulations of the city.

A. Approval. If an application is approved by the Director, the approval, together with a contract between the applicant and the city regarding the terms and conditions of the project, signed by the applicant, shall be presented to the city council with a recommendation that the council authorize the mayor to sign the contract. Once the contract is fully executed, the Director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.

B. Extension of Conditional Certificate. The conditional certificate may be extended by the Director for a period not to exceed twenty-four consecutive months. The applicant

must submit a written request stating the grounds for the extension, accompanied by a one hundred fifty dollar processing fee. An extension may be granted if the Director determines that:

1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner;
2. The owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.

C. Denial of Application. If the application is denied, the Director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten days of the denial. An applicant may appeal a denial to the city council by filing a written appeal with the city clerk within thirty days of notification by the city to the applicant the application is denied. The appeal will be based upon the record made before the Director with the burden of proof on the applicant to show that there is no substantial evidence on the record to support the Director's decision. The decision of the city council in denying or approving the application is final. All other appeals of the Director's decisions shall be made to the hearing examiner.

### **3.103.100 Application for final certificate.**

Upon completion of the improvements provided in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with Director such information as the Director may deem necessary or useful to evaluate eligibility for the final certificate and shall include:

- A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
- B. A description of the completed work and a statement of qualification for the exemption; and
- C. A statement that the work was completed within the required three-year period or any authorized extension. Within thirty days of receipt of all materials required for a final certificate, the Director shall determine whether the improvements satisfy the requirements of this chapter; and
- D. If applicable, a statement that the project meets the affordable housing requirements.

### **3.103.110 Issuance of final certificate.**

If the Director determines that the project has been completed in accordance with the contract between the applicant and the city and has been completed within the authorized time period, the city shall, within ten days following the expiration of the thirty-day period specified in Section 3.103.100 (C) of this chapter, file a final certificate of tax exemption with the Snohomish County assessor.

A. Denial and Appeal. The Director shall notify the applicant in writing that a final certificate will not be filed if the Director determines that:

1. The improvements were not completed within the authorized time period;
2. The improvements were not completed in accordance with the contract between the applicant and the city;
3. The owner's property is otherwise not qualified under this chapter; or
4. The owner and the Director cannot come to an agreement on the allocation of the value of the improvements allocated to the exempt portion of rehabilitation improvements, new construction and multi-use new construction; or
5. If applicable, that the affordable housing requirements for the project have not been met.

B. Within thirty days of notification by the city to the owner of the Director's denial of a final certificate of tax exemption, the applicant may file a written appeal with the city clerk specifying the factual and legal basis for the appeal. Said appeal shall be heard by the city's hearing examiner.

### **3.103.120 Annual compliance review.**

Within thirty days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter, for a period of ten years, the property owner shall file a notarized declaration with the Director indicating the following:

- A. A statement of occupancy and vacancy of the multifamily units during the previous year;
- B. A certification that the property continues to be in compliance with the contract with the city; and
- C. A description of any subsequent improvements or changes to the property; and
- D. If applicable, a certification that the property has not changed use and the property has been in compliance with affordable housing requirements.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

### **3.103.130 Cancellation of tax exemption.**

If at any time the Director determines the owner has not complied with the terms of the contract or with the requirements of this chapter, or that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalties imposed pursuant to state law. This cancellation may occur in conjunction with the annual review or at any other time when noncompliance has been determined. If the owner intends to convert the multifamily housing to another use, the owner must notify the director and the Snohomish County assessor within sixty days of the change in use. Upon such change in use, the tax exemption shall be canceled and additional taxes, interest and penalties imposed pursuant to state law.

A. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other noncompliance, the Snohomish County assessor shall comply with applicable state law to impose additional taxes, interest and penalties on the property, and a priority lien may be placed on the land, pursuant to state law.

B. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the Director shall notify the property owner by certified mail return receipt requested. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal. The hearing examiner will conduct a hearing at which the applicant and the city will be heard and all competent evidence received. The hearing examiner will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received.

### **3.103.140 Appeals to hearing examiner.**

A. The city's land use hearing examiner is hereby provided jurisdiction to hear appeals of the decisions of the Director under this chapter. Said appeals shall be as follows:

1. Appeal of a decision of the Director that the owner is not entitled to a final certificate of tax exemption, filed with the city clerk within thirty days of notification by the city to the owner of denial of a final certificate of tax exemption.
2. Appeal of a cancellation of tax exemption, filed with the city clerk within thirty days of the notification by the city to the owner of cancellation.

B. The hearing examiner's procedures shall apply to hearings under this chapter to the extent they are consistent with the requirement of this chapter and Chapter 84.14 RCW. The hearing examiner shall give substantial weight to the Director's decision and the burden of overcoming the weight shall be on the appellant. The decision of the examiner

constitutes the final decision of the city. An aggrieved party may appeal the decision to superior court under RCW 34.05.510 through 34.05.598 if the appeal is properly filed within thirty days of notification by the city to the appellant of that decision.

**3.103.150 Urban center and residential targeted area designated.**

A. Urban Center Designation. The area declared to be the urban center of the city of Marysville is:

Planning Area 1 of the City's neighborhood planning areas, as defined in the City of Marysville Comprehensive Plan. The urban center is bounded by 8<sup>th</sup> Street to the north, Ebey Slough to the south, Alder Avenue to the east, and I-5 to the west. The urban center is approximately 182 acres in size.

B. Residential Targeted Area Designated. The area hereby declared to be the residential targeted area of the city of Marysville is the urban center of the City as defined in the previous subsection.

C. If a part of any legal lot is within the urban center or is within the residential targeted area, then the entire lot shall be deemed to lie within such area.

**3.103.160 Termination of provisions.**

As of January 1, 2018, no applications shall be accepted for the tax exemption provided for under the provisions of this chapter. This chapter shall apply only to those properties whose owners have applications fully completed in accordance with this chapter on file before January 1, 2018.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE



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

DENNIS L KENDALL, MAYOR

Attest:

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

TRACY JEFFRIES, CITY CLERK

Approved as to form:

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

GRANT K. WEED, CITY ATTORNEY

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

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

(5 days after publication)

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

<b>AGENDA ITEM:</b> Public Hearing - Planning Commission Recommendation for Zoning Code Amendment: Master Planned Senior Community Code	<b>AGENDA SECTION:</b> Ordinance	
<b>PREPARED BY:</b> Gloria Hirashima, Community Development Director	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> 1. Staff Report and attachments 2. Planning Commission Minutes from 7/14/09, 7/28/09 and 9/9/09. 3. Draft Ordinance	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The Planning Commission has recommended approval of a draft code amendment to establish development regulations for Master Planned Senior Communities (MPSCs) and to add MPSCs to the residential land uses permitted use matrix. The intent of MPSCs is to develop master-planned communities that offer a variety of housing options and continuum of care for senior citizens, including independent living senior-restricted housing (single family and multi-family units), assisted living units or facilities, and nursing care/convalescent facilities.

The Planning Commission held a public hearing on the proposed ordinance on September 9, 2009. The Commission made a revision to the proposed site requirement that is reflected in the draft ordinance. The City Attorney’s office recommended revisions to the affordability criteria to comply with RCW 36.70A.540, which applies to GMA development regulations that provide incentives for affordable housing. The RCW also requires a hearing by the legislative body.

<b>RECOMMENDED ACTION:</b> City staff recommends that the Marysville City Council approve the proposed ordinance.
<b>COUNCIL ACTION:</b>



COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

MEMORANDUM

DATE: June 25, 2009  
TO: Planning Commission  
FROM: Libby Grage, Associate Planner *LG*  
RE: Master Planned Senior Community code – Staff Report  
CC:

The purpose of the attached draft code amendment is to establish development regulations for Master Planned Senior Communities (MPSCs) and to add MPSCs to the residential land uses permitted use matrix. The intent of MPSCs is to develop master-planned communities that offer a variety of housing options and continuum of care for senior citizens, including independent living senior-restricted housing (single family and multi-family units), assisted living units or facilities, and nursing care/convalescent facilities. The Marysville Municipal Code currently allows for various types of senior housing facilities (including independent housing, assisted living, and nursing/convalescent care) in various zones, depending on the housing or facility type (see attached matrix). However, in many cases, where one type of care facility or living situation would be permitted, another may not be. For example, in the General Commercial zone, nursing homes are permitted; however, other housing options, such as assisted living, where seniors may require a lesser degree of assistance, or independent living units, would not be permitted. Therefore, in some zones, it is currently not possible to provide a variety of housing types and continuum of care.

The draft code would allow MPSCs in all zones, except for BP, LI and GI; provided a continuum of care is offered and minimum site criteria are met. The code is NOT intended to be utilized for the development of a single use or housing type, which would otherwise be permitted in other zones under the regular zoning provisions.

Additionally, the MPSC code proposes to allow a 20% increase in density permitted by underlying the zone, has development standards that identify minimum site criteria, minimum age requirement, 'universal design' unit and affordability requirements, and allows for flexibility in development standards in order to address the intricacies of different sites and situations.

Use and Zone Comparison

	R-4.5-8	R12-28	NB	CB	GC	DC	MU	BP	LI	GI	P/I
SFR (independent senior)	P	P									
MF (independent senior)		P	*	*	*	*	P				
Senior Citizen Assisted	C	C	P				C				P
Convalescent, nursing, retirement	C	C	C	P	P	P	P				P
<b>SENIOR MASTER PLANNED COMMUNITY</b> (including independent detached SFR, MF, Senior Citizen Assisted, & Convalescent, nursing, retirement)	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>				<b>C</b>
<i>Change</i>	<i>Would allow independent MF units</i>	<i>No change</i>	<i>Would allow independent SFR and MF units</i>	<i>Would allow independent SFR and MF units, and assisted living units</i>	<i>Would allow independent SFR and MF units, and assisted living units</i>	<i>Would allow independent SFR and MF units, and assisted living units</i>	<i>Would allow independent SFR units</i>				<i>Would allow independent SFR and MF units</i>
*Generally only permitted above a street level commercial/ retail use											

## MMC Definitions

### 19.06.150 Dwelling unit, senior citizen assisted.

“Dwelling unit, senior citizen assisted” means a building containing two or more dwelling units restricted to occupancy by senior citizens, and including, but not limited to the following support services, as deemed necessary:

- (1) Food preparation and dining areas;
- (2) Group activity areas;
- (3) Medical supervision; and
- (4) Similar activities. (Ord. 2131, 1997).

### 19.06.258 Home, rest, convalescent, for the aged.

“Home, rest, convalescent, for the aged” means a home operated similarly to a boardinghouse but not restricted to any number of guests or guest rooms, and in which nursing, dietary and other personal services are furnished to convalescents, invalids and aged persons, but in which homes are kept no persons suffering from an acute mental sickness, or from a contagious or communicable disease, and in which homes are performed no surgery or other primary treatments such as are customarily provided in hospitals, and in which no persons are kept or served who normally would be admitted to a mental hospital. (Ord. 2131, 1997).

### 19.06.317 Master planned senior community.

A “master planned senior community” means a master plan for a site that incorporates a range of care options for senior citizens or disabled persons, including but not limited to independent senior housing, senior assisted living, and nursing homes. The proposed development must offer a continuum of care that offers varying degrees of assistance for individuals as it is needed. The community must include an integration of residential living units or beds, recreation, congregate dining, and on-site medical facilities/services. (Ord. 2728 § 1, 2007).

## **Chapter 19.47 MMC, Master Planned Senior Communities**

### Sections:

- 19.47.010 Purpose.
- 19.47.020 Applicability.
- 19.47.030 Master Planned Senior Community – Site qualifications.
- 19.47.040 Permitted uses.
- 19.47.050 Procedures for review and approval.
- 19.47.060 Required Elements of Master Planned Senior Community site plan and application.
- 19.47.070 Affordability.
- 19.47.080 Age Requirements.
- 19.47.090 Development Regulations.
- 19.47.100 Modification of Development Regulations.

### **19.47.10 Purpose.**

1. To allow the development of unique communities in residential, commercial and public/institutional zones that are designed to accommodate the increased housing needs of senior citizens and disabled persons, through the provision of a variety of housing types, services and continuum of care, including independent senior housing, assisted living and nursing care, as well as recreation, dining and on-site medical facilities and services.
2. This chapter is not intended to be used for the development a single use or housing type, which would otherwise be permitted in other zones under the regular zoning provisions.
3. To encourage long-time Marysville residents to remain in the community.
4. To encourage/implement Active Aging strategies within senior communities.
5. To ensure that the requirements of the Americans with Disabilities Act (ADA) and Universal Design principles are incorporated within senior communities.
6. To ensure that affordable and special needs housing opportunities are dispersed throughout the City, not concentrated.
7. To permit higher densities for senior housing that provides amenities and services.
8. To assist in meeting Snohomish County Tomorrow Fair Share Housing Allocation targets for special needs housing and services.

This chapter is designed to provide for developments that incorporate a variety of housing and care options and related uses for senior citizens. Developments may consist of

individual lots or may have common building sites. Commonly owned land must be related to and preserve the long-term value of the development.

**19.47.020 Applicability.**

An applicant may request to utilize the Master Planned Senior Community provisions if the site meets the site qualification criteria of this chapter and concurrently utilizes a land division process or a commercial/multifamily site plan.

**19.47.030 Master planned senior community – Site qualifications.**

A Master Planned Senior Community (MPSC) may be established at a particular location if the following site qualifications are met:

1. The site development must incorporate a range of housing and care options for seniors, including a mix of independent senior housing, senior assisted living and nursing facilities.

At the discretion of the Community Development Director, a development providing for a range of care types, but not necessarily all of those listed above, may be permitted, subject to satisfactory demonstration by the applicant that the resulting community meets the intent and purpose of these regulations.

2. The site must be served by adequate public facilities, including public sewers, water supply, roads and other needed public facilities and services.
3. The site must have close proximity to existing or planned services.
4. The site shall be at least 2 gross acres in size.

**19.47.040 Permitted uses.**

1. Age-restricted, independent housing, attached or detached.
2. Age-restricted, independent apartments, townhomes or condos.
3. Senior citizen assisted living dwelling units/facilities.
4. Convalescent, nursing, rest homes.
5. Accessory uses - Services and businesses that serve the residents of the senior community, including recreational, educational, health, personal, professional and business services and retail stores shall be permitted. In residential zones, these uses shall be sized for and used solely by residents of the community. Such uses shall be integrated with the units and oriented towards the interior of the project; no signs or other evidence of business facilities shall be visible from the periphery of the community.

**19.48.050 Procedures for review and approval**



The Master Planned Senior Community review and approval process shall occur concurrently with the underlying land use action. The decision-making authority for the underlying land use action shall also be the decision-making authority for the MPSC.

1. Site Plan. A site plan meeting the requirements of this chapter, Chapter 19.14 MMC and Title 20 MMC, if applicable, shall be submitted with all applications for a MPSC. The site plan may be approved, approved with conditions, or denied by the city. Specific development regulations may be modified in accordance with this chapter and special requirements may be applied to the property within the MPSC. Modifications and special requirements shall be specified in the approval and shown on the approved site plan.
2. Decision Criteria. It is the responsibility of the applicant to demonstrate the criteria have been met. The city may place conditions on the MPSC approval in order to fulfill the requirements and intent of the city's development regulations, comprehensive plan, and subarea plan(s). The following minimum criteria must be met for approval to be granted:
  - a. Consistency with Applicable Plans and Laws. The development will comply with all applicable provisions of state law, the Marysville Municipal Code, Comprehensive Plan, and any applicable subarea plan(s).
  - b. Quality Design. The development shall include high-quality architectural design and well conceived placement of development elements including the relationship and orientation of structures.
  - c. Public Facilities. The community shall be served by adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, stormwater control, sanitary sewer and parks and recreation facilities.
  - d. Perimeter Design. The perimeter of the Senior Master Planned Community shall be compatible in design, character, and appearance with the existing or intended character of development adjacent to the subject property and with the physical characteristics of the subject property.
  - e. Streets, Sidewalks and Parking. Existing and proposed streets and sidewalks within the development shall be suitable and adequate to carry anticipated motorized and pedestrian traffic within the proposed project and in the vicinity of the subject property. Adequate parking shall be provided to meet or exceed the requirements of the MMC.
  - f. Landscaping shall be provided for public and semi-public spaces and shall integrate them with private spaces. Landscaping shall create a pleasant streetscape and provide connectivity between homes, facilities, and common areas using trees, shrubs and groundcover throughout the development and providing for shade and visual relief while maintaining a clear line of sight throughout the public and semi-public spaces.

- g. Maintenance Provisions. A means of maintaining all common areas, such as a homeowner's association, shall be established, and legal instruments shall be executed to provide maintenance funds and enforcement provisions.
- 3. Amendments. An approved MPSC may be amended through the provisions of the MMC.
- 4. Duration of Approval. The duration of approval for a MPSC shall be the same as the underlying land use action, plat or binding site plan.
- 5. Compliance. Any use of land which requires MPSC approval, as provided in this chapter, and for which approval is not obtained, or which fails to conform to an approved MPSC and final site plan, constitutes a violation of this title.

**19.48.060 Required elements of Master Planned Senior Community site plan and application.**

All MPSCs shall be subject to site plan approval as provided above. The following are minimum requirements for the site plan and supplemental application materials.

- 1. A site plan drawing, showing property dimensions and boundaries, existing and proposed topography, critical areas, proposed access to the site, size and shape of all building sites and lots, and location of all building pads and open space areas;
- 2. A written explanation of the desired age restriction for the community;
- 3. Calculation of total project land area and net project density;
- 4. The total number of proposed dwelling units/beds and a description of the housing type for each such unit;
- 5. Existing development within 200 feet of the site;
- 6. The existing edge and width of pavement of any adjacent roadways and all proposed internal streets, off-street parking facilities, driveway approaches, curbing, sidewalks or walkways, street channelization and type of surfaces;
- 7. Landscaping plan, including plant locations and species size at planting, together with location and typical side view of perimeter fencing or berms, if any;
- 8. Plans for all attached dwellings, multiple-family dwellings and assisted living and nursing facilities, and related improvements, to a scale of not less than one inch to 50 feet, showing typical plot plans for each such building, including location of building entrance, driveway, parking, fencing and site screening, and typical elevations of each type of building, including identification of exterior building materials, and roof treatment;
- 9. Plans for signing and lighting, including typical side view of entrance treatment and entrance signs;

10. The location of all solid waste collection points, proposed meter locations, water mains, valves, fire hydrants, sewer mains, laterals, manholes, pump stations and other appurtances;
11. Conceptual drainage plans demonstrating feasibility of the proposed facilities;
12. Project staging or phases, if any;
13. Draft restrictive covenants including provisions to address enforcement of age-restrictions, affordability requirements, parking, ongoing maintenance of open space, recreation facilities and common areas;
14. Design analysis to demonstrate the relationship of the development to surrounding land uses, with cross sections, renderings or elevation drawings showing the scale and character of the development;
15. Descriptions of the design features and general size and layout of the proposed dwellings to demonstrate their appropriateness for the age-restricted population. The material submitted must indicate how the use of universal design features will make individual dwelling units adaptable to persons with mobility or functional limitations and how the design will provide accessible routes between parking area, sidewalks, dwelling units and common areas.
16. Such additional information as the City may deem necessary.

#### **19.47.070 Affordability**

1. At least 10% of the total dwelling units developed shall be available at affordable housing cost. This applies to both rental and ownership projects.
2. For the purposes of this chapter, affordable housing is defined as “rental or ownership housing having gross housing costs which do not exceed 30 percent of the gross income of a household with a gross income of 80 percent or less of the area median income as adjusted annually by the US Department of Housing and Urban Development”.
3. Affordable ownership units shall be limited to owner-occupied housing.
4. Covenant and Duration. An agreement in a form approved by the City must be recorded on the property requiring affordable dwelling units which are provided under the provisions of this section to remain as affordable housing for the life of the project. The agreement shall also specify aspects of buyer eligibility, price levels and requirements for reporting to the City or authorized housing agency shall be recorded at final approval. This agreement shall be a covenant running with the land, binding on the assigns, heirs and successors of the applicant.

### **19.47.080 Age Requirements**

At least one household member must be 55 years of age or older.

### **19.47.090 Development Regulations**

1. Existing amenities (e.g. views, mature trees, etc.) that are unique to the site should be preserved and incorporated into the project's design whenever possible.
2. When a MPSC project adjoining residential and commercial uses can mutually benefit from connection rather than separation, appropriate connective elements, (e.g. walkways) should be provided.
3. The site shall be designed and developed utilizing Crime Prevention Through Environmental Design (CPTED) principles.
4. Building Design and Layout
  - a. Development of the site is subject to compliance with Chapter 19.14 MMC, *Development Standards – Design Requirements*.
  - b. When a Senior Master Planned Community is located within, or adjacent to, single-family residential zones and is, or may be, surrounded by traditional single family development, the community shall be designed and developed so as to be consistent with a single-family residential environment. Larger scale (i.e. multi-unit buildings, nursing care facilities) buildings shall be located on the site so as to least impact surrounding single family uses and to create a consistent streetscape that is in the desired character for a residential area.
  - c. When a Senior Master Planned Community is located within, or adjacent to, commercial or multi-family zones and is, or may be, surrounded by traditional commercial or multi-family development, multi-unit buildings and nursing care facilities shall be placed on the site to consider the visual continuity between the proposed and existing adjacent development with respect to building setbacks and placement of structures to create a consistent streetscape.
  - d. Multiple buildings in a single project should provide a functional relationship with one another to achieve a sense of place by use of the following techniques:
    - i. Cluster buildings around open space areas or courtyards, not parking lots.
    - ii. Provide open space areas and courtyards with landscaping and other pedestrian amenities.
    - iii. Provide convenient pedestrian circulation between buildings, open space, and parking areas.

- iv. Link buildings together visually using such elements as trellis structures, arcades, and/or enhanced paving.
- v. Where feasible and desirable, locate buildings near public streets, thus creating a strong presence thereon.

## 5. Building and Unit Design

Universal Design (also known as “Aging in Place”) is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at minimum, the following Universal Design principles:

- a. No-step entries.
- b. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
- c. ADA accessible doors, hallways and bathrooms.
- d. Room thresholds that are flush.
- e. Adequate lighting throughout the dwelling unit.

## 6. Architectural style and design guidelines

- a. Multi-family and nursing/assisted living facilities shall comply with Section 19.14.050 MMC. Attached/detached single family dwelling units shall comply with Section 19.14.095 MMC.

## 7. Utility and mechanical equipment

- a. All mechanical equipment shall be architecturally screened from view.
- b. Utility equipment (e.g. electric and gas meters, electrical panels, and junction boxes) should be located in utility rooms within the structure or utility cabinets with exterior access.

## 8. Solid waste and recycling.

- a. Developments shall provide storage space and collection points for solid waste and recyclables in accordance with Section 19.14.150 MMC and Chapter 7.08 MMC.

## 9. Parking and circulation

- a. Project entries. Project entries should provide the resident and visitor with an overview of the project through either an easy visual assessment (in smaller projects) or by providing signage or placards that illustrate the circulation, parking, building, and amenity layout of the project.

- b. The principle vehicular access should be through an entry drive rather than a parking aisle, when possible. Colored, textured paving treatment at entry drives together with lush landscaping is strongly encouraged.
- c. The number of required off-street parking stalls shall be in accordance with Section 19.18.160 MMC, *Spaces required*. The Community Development Director may approve alternative parking requirements upon satisfactory demonstration by the applicant that the site will have adequate parking to serve all proposed uses, and/or the community is located within walking distance of a neighborhood center that offers a variety of services and a safe walking route is provided.
- d. If parking is not attached to the residential structures, covered carports and dispersed parking courts are the desired alternative.
- e. A parking court should not consist of more than 2 double-loaded parking aisles (bays) adjacent to each other.
- f. Carports should provide no more than 5 parking spaces within each structure. The structures should be constructed with material consistent with those used in building construction.
- g. All parking standards identified in Chapter 19.18 MMC, *Development Standards – Parking and Circulation*, shall apply, except as may be specified herein.

10. Pedestrian access.

- a. Drop-off points should be provided at major building entries and plaza areas.
- b. The project should be designed to minimize the need for pedestrians to cross parking aisles and landscape islands to reach building entries.
- c. Stamped or painted concrete walkways should be provided in areas where it is necessary for pedestrians to cross drive or parking aisles.
- d. All projects shall provide a clear connection between the on-site pedestrian circulation system and the off-site public sidewalk.

11. Landscaping.

Landscaping shall comply with Chapter 19.16 MMC, *Development Standards, Landscaping*, except as may be specified herein.

12. Public transportation amenities.

- a. A sheltered bus stop with a canopy provided with architecture consistent with the project shall be provided if required in coordination with local transit agencies.

- b. In cases when a public bus stop is, or may be in the future, located within the frontage of a proposed site, a bus stop or cover shall be provided.

13. On-site common recreational facilities.

- a. Recreational amenities shall be appropriately distributed throughout the community. Such facilities shall consist of open or enclosed areas for residents of the community to congregate, for recreation and leisure. Structures with multiple-family style dwelling units (i.e. independent senior housing apartment units, assisted living dwelling units, etc.) shall provide open space or active or indoor recreation space consistent with the following chart:

Type of Dwelling Unit	Outdoor Open Space	Active Outdoor or Indoor Recreation Facility
Studio & one bedroom	90 square feet per unit	45 square feet per unit
Two bedroom	130 square feet per unit	65 square feet per unit
Three or more bedroom	170 square feet per unit	85 square feet per unit

- b. The following standards shall be utilized for outdoor recreational facilities:
  1. The design and orientation of these areas should take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent street or other incompatible uses.
  2. Each outdoor open space area should have a focal point. The focal point may consist of, but need not be limited to, water fountains, landscape planters, monuments, waterways, view points, artwork, trellises or gazebos. The focal point of all open space areas shall complement one another by maintaining a common theme, consistent furnishing and signage.
  3. On-site outdoor recreation space shall:
    - i. Be of a grade and surface suitable for recreation;
    - ii. Be one continuous parcel if less than 3,000 square feet in size;
    - iii. Have no dimension less than 30 feet (except trail segments);
    - iv. Be situated and designed to be visible from adjacent buildings and uses on-site;



- v. Be accessible and convenient to all residents within the development.
4. The required amount of on-site common recreation space may be reduced by the Community Development Director if it is demonstrated that the facilities provided on-site will offer residents with exceptional opportunities to participate in active aging (i.e. physical activity programs, trails, tennis courts, swimming pools, or other amenities deemed appropriate); and/or, it is demonstrated that the community is located within walking distance of a pedestrian-friendly neighborhood center and a safe walking route is provided.

14. Private open space.

Each single family attached or detached dwelling unit shall be provided a private open space area, free and clear of any attached or detached accessory structures, as follows:

- a. Each unit shall be provided 100 square feet of private yard with a minimum interior dimension of 10 feet.
- b. The required amount of private open space may be reduced by the Community Development Director as provided in 19.47.090(15) MMC.

**19.47.100 Modification of development regulations.**

The city's standard development regulations shall be modified for a Senior Master Planned Community as provided in this section:

1. Density and Dimensions. The standard dimensional regulations shall apply to all lots and development in a Master Planned Senior Community except as specifically modified below and as provided in the design review standards in Chapter 19.14 MMC and/or Chapter 19.48, Planned Residential Developments. The density permitted is modified as follows:

- a. Modified Density Standards:

	<b>Residential zones</b>	<b>Commercial zones</b>
<b>Maximum Density: Dwelling unit/acre</b>	As per the underlying zone plus 20%.	None

- b. When projects are proposed on sites that encompass multiple zones, the density built on each zone will be limited to that of the underlying allowed density for each zone.

2. Maximum building height. Outside of Planning Area 1, buildings or portions of buildings located within 50 feet of a property that is zoned single family, or where the predominant adjacent use is single family, shall be limited to a maximum height of 30 feet.
3. Street Standards. When multiple detached single family or duplex units are proposed, the project shall meet residential right-of-way and access standards, as set forth in the Marysville Municipal Code and Engineering Development and Design Standards (EDDS). An applicant may request to utilize the city's PRD access street standards.
4. Open Space. Open space requirements may be modified consistent with this chapter.
5. Additional Modifications. An applicant may request additional dimensional, open space, street, and design standard modifications beyond those provided in this section. Granting of the requested modification(s) will be based on innovative and exceptional architectural design features and/or innovative and exceptional site design and layout that contribute to achieving the purpose of this chapter.

**19.08.030 Residential land uses.**

(1) Table.

<b>Specific Land Use</b>												
	<b>RU</b>	<b>R 4.5-8</b>	<b>R 12-28</b>	<b>NB</b>	<b>CB</b>	<b>GC</b>	<b>DC</b>	<b>MU</b>	<b>BP</b>	<b>LI</b>	<b>GI</b>	<b>P/I</b>
<b>Dwelling Units, Types:</b>												
Single detached (22)	P18	P18	P18									
Cottage housing		C23	C23									
Duplex (22)	P	P11C	P									
Townhouse		P3	P				P17	P				
Multiple-family			P	C9	P9, C15	P9, C15	P9, P17	P				
Mobile home	P19	P19, C3	P19	P19	P19	P19	P19	P19	P19	P19	P19	
Mobile home park	C		C14, P			P						
Senior citizen assisted		C2	C2	P				C				P
Factory-built	P10	P10	P10									
Guesthouse	P6											
Caretaker's quarters (8)					P	P	P		P	P	P	P
<b>Group Residences:</b>												
Adult family home	P	P	P	P	P	P	P	P				P
Convalescent, nursing, retirement		C2	C2	C	P	P	P	P				P
Residential care facility	P	P	P	P	P	P	P	P				P
<b>Master Planned Senior Community (24)</b>		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>				<u>C</u>
<b>Accessory Uses:</b>												
Residential accessory uses (1) (12) (16)	P	P	P									
Home occupation (5)	P	P	P20	P20	P20, P21	P20, P21	P20, P21	P20, P21	P21	P21	P21	
<b>Temporary Lodging:</b>												
Hotel/motel			P	P	P	P	P	P	P	P		

Bed and breakfast guesthouse (4)	C	C13	P									
Bed and breakfast inn (4)	C		P	P	P	P						

(2) Development Conditions.

1. Accessory dwelling units must comply with development standards in Chapter 19.34 MMC, Accessory Dwelling Units.
2. Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.
3. Only as part of a PRD development proposal, and subject to the same density as the underlying zone.
4. Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter 19.36 MMC, Bed and Breakfasts.
5. Home occupations are subject to the requirements and standards contained in Chapter 19.32 MMC, Home Occupations.
6.
  - a. Guesthouses are not to be used as rental units or as a bed and breakfast;
  - b. Only one guesthouse may be permitted per lot; and
  - c. Each guesthouse shall be sited so that future division of the property will allow each structure to meet all bulk and dimensional requirements for the zone in which it is located.
7.
  - a. There shall be accommodations for no more than two persons.
  - b. The accommodations shall be located within the primary residence.
8. Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business.
9. All units must be located above a street-level commercial use.
10.
  - a. A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.
  - b. A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.
11. Permitted outright in the R-8 and R-6.5 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.
12.
  - a. A garage sale shall comply with the following standards:
    - i. No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.
    - ii. Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.
  - b. A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating

one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

13. Limited to the R-6.5 and R-8 zones only.

14. A conditional use permit is required in the low density multiple-family zone.

15. Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.

16. a. Accessory buildings or uses may not be established until the principal building or buildings are constructed on the property.

b. A detached garage, carport or other permitted accessory building may be located in the rear yard, provided:

i. Not more than 50 percent of the required rear setback area is covered; and

ii. Accessory building(s) located within rear setback areas shall have a minimum interior side setback of five feet, or 10 feet on the flanking street of a corner lot, and a minimum rear setback of five feet; and

iii. Vehicle access points from garages, carports, fenced parking areas or other accessory building(s), the entrance of which faces the rear lot line, shall not be located within 10 feet from the rear lot line, except where the accessory building(s) entrance faces an alley with a right-of-way width of 10 feet, in which case the accessory building(s) shall not be located within 20 feet from the rear lot line; and

iv. Detached accessory buildings exceeding one story shall provide the minimum required yard setbacks for principal buildings in the zone; and

v. An accessory building, which is located in the rear setback area, may be attached to the principal building; provided, that no portion of the principal building is located within the required yard setbacks for principal buildings in the zone.

c. A detached garage, carport or other permitted accessory building may be located in the front or side yard only if the applicant demonstrates, to the satisfaction of the community development director, that the following conditions can be met:

i. Accessory buildings that are located in the front or side yard shall not compromise the integrity of the residential neighborhood in which they are proposed to be located, and shall be subject to, but not limited to, the following development standards:

A. The architectural character of the principal building shall be preserved; and

B. The accessory building shall have a roof pitch similar to the primary building and have siding and roofing materials similar to or compatible with those used on the primary building. No metal siding or roofing shall be permitted unless it matches the siding and roofing of the dwelling. Plans for the proposed accessory building(s) indicating siding and roofing materials shall be submitted with the application.

ii. Detached accessory buildings located in the front or side yard shall provide the minimum required yard setback for principal buildings in the zone.

17. Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.

18. Manufactured homes must:
  - a. Be no more than two years old, as evidenced by the date of manufacture recorded on the HUD data plate;
  - b. Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;
  - c. Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located.
19. Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
20. Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
21. Permitted in a legal nonconforming or conforming residential structure.
22. No more than one single-family detached or duplex dwelling(s) is allowed per lot except in planned residential developments, Chapter [19.48](#) MMC, using the binding site plan process and designated, on the face of the BSP, for multiple single-family detached dwellings on a single parcel; or accessory dwelling units through the provisions of Chapter [19.34](#) MMC.
23. Subject to MMC cottage housing provisions, MMC [19.14.040](#).
24. Subject to Chapter 19.47 MMC, Master Planned Senior Communities.  
(Ord. 2742, 2008; Ord. 2662 § 1, 2006; Ord. 2639 § 1, 2006; Ord. 2631 § 3, 2006; Ord. 2626 § 4, 2006; Ord. 2575 § 1, 2005; Ord. 2463A § 1, 2003; Ord. 2433 § 1, 2002; Ord. 2410 § 1, 2002; Ord. 2151 § 5, 1997; Ord. 2131, 1997).



**COMMUNITY DEVELOPMENT DEPARTMENT**

*80 Columbia Avenue ♦ Marysville, WA 98270*

*(360) 363-8100 ♦ (360) 651-5099 FAX*

**MEMORANDUM**

**DATE:** July 22, 2009  
**TO:** Planning Commission  
**FROM:** Libby Grage, Associate Planner  
**RE:** Master Planned Senior Community code  
Minimum site size/units discussion  
**CC:**

At the last PC workshop on 7/14/09, the draft Master Planned Senior Communities (MPSC) code was introduced. The Commission asked that staff bring back options relating to the minimum site size criteria. It was thought that two acres may be too small and it was suggested that the possibility of requiring a minimum number of units/beds be examined.

In preparation of the draft code, staff researched other jurisdictions with senior community regulations. Other jurisdictions' minimum site size criteria generally ranged from 2 to 10 acres; however, most other jurisdictions did not have a requirement to include multiple types of housing options in a community.

At the last meeting, several existing senior communities in other jurisdictions were discussed as the types of communities that would be desired as a result of the MPSC code. Following is a summary of the sizes of some of these communities:

- Warm Beach Senior Community - 85 acres
- Trilogy at Redmond Ridge - 975 acres, including the golf course
- Panorama City in Lacey - 140 acres

• Staff also reviewed the number of units that could potentially be developed on a 2 acre site in the R-4.5 zone. Approximately 5 to 6 dwelling units (SFR or MF) and 16 beds/residents (i.e. nursing care) could theoretically be developed on a 2 acre site; however, this would leave little space for site amenities, parking ,etc., and may not result in the type of community that is envisioned.

**Recommendation**

One option would be to remove the minimum site size criteria and instead require a minimum of 20 units, with a minimum of 15 of those units being senior apartments, assisted living or nursing units/beds. The purpose of requiring a minimum number of multi-family, assisted living or nursing



home units would be to avoid an applicant proposing a mix of housing types (i.e. majority detached SFR development) that is inconsistent with the vision of this code.

Another option would be to increase the minimum site size to five acres, which is probably a more appropriate size to achieve the type of community that is envisioned by this code.

It is also recommended that language be added to require that the majority of units be developed as multi-family, assisted living or nursing units... OR that... The site should be designed with an emphasis on multi-family, assisted living and nursing care facilities, rather than as a single family development.

**From:** [Michael Stevens](#)  
**To:** [Chris Holland](#);  
**cc:** [Gloria Hirashima](#);  
**Subject:** Master planned senior community comment  
**Date:** Wednesday, September 09, 2009 1:14:34 PM

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Chris and Gloria,

I've reviewed all of the items on the agenda for this evening. I wanted to offer my opinion on one of the changes proposed for the Master Planned Senior Communities code.

I think the proposed language in section 19.47.030.4 is a bit confusing. Is it 15/20 units or 50%? I think limiting the development, regardless of size, to 50% is adequate enough. I'm not sure of the value of having 15 out of 20 units meet the requirements. If I build 20 units, 15 need to meet said requirements, but if I build 21 units I could get away with only 10 senior units using the 50% rule.

I propose the following changes to the language of section 19.47.030.4

“4. A minimum of twenty units are required with a minimum of fifty percent of the overall units in the community being developed as senior apartments/multi-family, assisted living or nursing home/convalescent care units/beds.”

Regarding the other items, Annexation Pre-Zoning and CPTED code amendments, I can support both of those as presented in the staff-prepared documents.

Please share this with the other Commissioners.

Sincerely,

Michael A. Stevens, AIA, LEED AP

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**From:** Chris Holland [mailto:[CHolland@marysvillewa.gov](mailto:CHolland@marysvillewa.gov)]  
**Sent:** Tuesday, September 08, 2009 10:59 AM  
**To:** Becky Foster; Deidre Kvangnes; Eric Emery; Jerry Andes; Michael Stevens; Steve Leifer; Steve Muller  
**Cc:** Gloria Hirashima; Cheryl Dungan  
**Subject:** PC - 9/9 Public Hearing

Just a reminder that the Planning Commission does not meet tonight, due to the Labor Day holiday. However, three (3) public hearings are scheduled on **Wednesday (tomorrow), September 9<sup>th</sup> at 7:00 PM:**



## MARYSVILLE PLANNING COMMISSION

July 14, 2009

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Chair Muller called the July 14, 2009 Meeting of the Marysville Planning Commission to order at 7:04 p.m. noting the excused absence of Eric Emery. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Becky Foster, Michael Stevens, Deirdre Kvangnes

**Staff:** Community Development Director Gloria Hirashima, Associate Planner Libby Grage, Recording Secretary Amy Hess

**Absent:** Eric Emery

### APPROVAL OF MINUTES:

June 23, 2009

**Motion** made by Commissioner Andes, seconded by Commissioner Foster to approve the June 23, 2009 meeting minutes as presented. Motion carries, (6-0).

### CURRENT BUSINESS:

#### 1. Downtown Plan

Director Hirashima wanted to give the Commission a chance to voice things they did and did not like in the Downtown Master Plan so that when it came to Public Hearing, these items would be noted.

Commissioner Andes was concerned about the First Street Bypass. He questioned how this concept was decided upon. Ms. Hirashima responded that this improvement, as well as Fourth Street improvements, were locations that needed to be taken care of based on three different Traffic studies and models. Increasing the volume on First Street would improve the overall traffic problems in Marysville, she stated. The First Street Bypass started out as a downtown solution and became

more of a regional solution and that the City's concern was to make sure this solution did not diminish the return of the downtown plan. She added that it will be an expensive project, but that this was a long term plan; it wasn't expected to be developed in the next 5 years. Commissioner Andes replied that he agreed that this was a big undertaking. He also thought the process should be taken a bit further and continue the improvements West under the Freeway and onto the Reservation.

Chair Muller questioned why Fourth Street was Marysville's responsibility. Were we catering to pedestrians and local residents or to people passing through from Lake Stevens, Granite Falls, etc. just trying to get to I-5. He questioned why the City had to use its resources to fix regional problems? Ms. Hirashima responded that many of the complaints regarding traffic problems come from citizens of Marysville and the City takes that into consideration. WSDOT, Snohomish County, and Federal Agencies all had to be included on this project. Ms. Hirashima stated that there is a balance that the City is working towards. She thought that more analysis and studies needed to be done to find out what the solutions were and later on figure out who is responsible. Chair Muller questioned whether the Level of Service could ultimately force people to use alternate transportation methods such as mass transit. Perhaps we shouldn't be too anxious to solve the traffic problems in lieu of sacrificing what the Downtown Master Plan is trying to achieve. Chair Muller thought that if we wanted our Downtown to develop that the environment needed to be conducive to livability. He didn't think the City's plan should be based on pass through traffic.

Commissioner Leifer responded that people who lived in the area coming up the I-5 corridor trying to get home were contributing to the traffic issues. He questioned the proposed Grove Street overpass; would it have on and off ramps? It would not have an on or off-ramp; it would be used as an additional East-West corridor. Ms. Hirashima added that local improvements would help people get to their homes since it would reduce the congestion on existing roads.

Chair Muller questioned what financial models were in place to entice the market to come to Marysville to develop. He wanted to make sure that we have everything in place now to get development here when the time comes.

Ms. Hirashima gave a schedule update explaining that over the next two months, meetings would be taking place regarding the Downtown Master Plan as well as The Herald printing an article about the roll-out of the Master Plan.

Commissioner Foster stated that she had spoken with Arlington Planning Commissioners and that they were working on connections to Marysville trails, but she didn't feel that they had merged their connections plans with Marysville's. She wanted to make sure that the connections would be made. Commissioner Stevens remarked that this was a perfect example of why local jurisdictions needed to work closely with the State.

## **PUBLIC HEARING:**

None

## **NEW BUSINESS:**

### **1. Master Planned Senior Community Code—Proposed Regulations**

Ms. Grage gave out a handout regarding the Master Planned Senior Communities. She stated that the definition of these communities had been added to the Code a couple of years ago and gave the definition of such. These types of communities were permitted in almost all zones with few exceptions. She overviewed the proposed code including proximity to services, affordability, and universal design guidelines.

Chair Muller questioned where the minimum lot size came from. He thought that a 2 acre lot would be difficult to develop this type of community. He wanted to know how many of the components had to be met to qualify. Ms. Grage responded that it was intended to include all proponents, but that there might be room for some flexibility. Ms. Hirashima agreed that 2 acres was a small lot size, adding that this is a pretty unique type of development. Ms. Hirashima stated that this draft had been introduced to providers of senior care for feedback and that some felt that it would be difficult to provide all proponents. Commissioner Stevens remarked on Thorton Place and the Senior Living Facilities provided in that project. He thought that as a society, we are moving away from gated, secluded communities as we move toward more active seniors. Chair Muller thought that security was a big component in these types of developments.

Chair Muller thought that these developments would have to be Conditional Use, Commissioner Kvangnes agreed. Commissioner Stevens didn't quite see the point of having it defined in this way. Chair Muller thought that we still had some large acreage lots that could accommodate this type of development. It was proposed that there be no minimum lot size. Perhaps the number of proponents and units could dictate lot size.

### **2. Crime Prevention Through Environmental Design (CPTED) Standards**

Ms. Grage gave a background of the intent of CPTED. She overviewed the three principles and explained each. The purpose of this Code Amendment was to include sites to be subject to these types of design principles. New Commercial, Multifamily Residential and High Density development would be subject to these standards.

Chair Muller and Commissioner Stevens did not think that we needed any more government imposed building standards. Commissioner Stevens questioned why the city doesn't have a design review board. Ms. Hirashima stated that design standards are relatively new in the City. She added that she thought our design standards had made a big difference. Ms. Hirashima stated that a design review board would add additional time to the application process. Commissioner Stevens felt that if you had competent professionals designing buildings, these standards should not be necessary. Ms. Grage responded that the guidelines had been left very broad for the reason that professionals were creating these designs. The process had been streamlined, Director Hirashima interjected. Ms. Hirashima stated that the Police Department had been pushing for this for a few years.

**OTHER BUSINESS:**

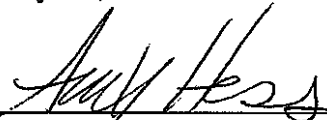
Chair Muller questioned how the creek alignments in the North end were coming. Ms. Hirashima responded that there is a big meeting being held Wednesday, July 15<sup>th</sup> with the Governor's Office. At this time, the West alignment option was being recommended. This recommendation was driven largely by cost.

**ADJOURNMENT:**

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Andes, to adjourn at 8:18 p.m. Motion passed unanimously, (6-0).

**NEXT MEETING:**

July 28, 2009



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Amy Hess, Recording Secretary



## MARYSVILLE PLANNING COMMISSION

July 28, 2009

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the July 28, 2009 Meeting of the Marysville Planning Commission to order at 7:05 p.m. noting the excused absence of Michael Stevens, Deirdre Kvangnes, and Becky Foster. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Eric Emery

**Staff:** Senior Planner Chris Holland, Associate Planner Libby Grage, Recording Secretary Amy Hess

**Absent:** Michael Stevens, Deirdre Kvangnes, Becky Foster

### APPROVAL OF MINUTES:

July 14, 2009

**Motion** made by Commissioner Leifer, seconded by Commissioner Andes to approve the July 14, 2009 meeting minutes as amended. Motion carries, (4-0).

### NEW BUSINESS:

#### Central Marysville Annexation Prezone

Mr. Holland gave an overview of the Memo included in the packet regarding the Central Annexation Prezone. He stated that the Council had passed an Ordinance requesting that the Notice of Intent to Annex be forwarded on to the Boundary Review Board.

Commissioner Andes questioned the attached Comprehensive Plan map stating that he thought this was going to be discussed and the zoning possibly changed. Mr. Holland responded that there was a pending court case that could affect the areas in question and they were waiting for the verdict of this case.

Commissioner Leifer questioned Mr. Holland about the annexation boundaries. He wondered why the net resources seemed to be in the City's favor in the beginning and then almost at zero later on. Mr. Holland responded that it was due to the 1/2% sales tax that the City would be able to collect after annexation. There was further discussion regarding current populous and proposed populous chart in the packet, including the annexation and the tax credit the City would receive.



**CURRENT BUSINESS:**

**Master Planned Senior Community Code- Site size Review Options**

Ms. Grage opened the discussion regarding the Master Planned Senior Community and the minimum lot size. She looked at some other developments in surrounding areas and found that they were significantly larger than the proposed 2 Acre minimum previously suggested by Staff. She stated that these developments could also be successful on a smaller scale. Ms. Grage had looked at densities and how many dwelling units could be fit into different lot sizes. Commissioner Leifer questioned whether the single family dwellings would be ramblers or two story dwellings. She responded that as long as they were ADA accessible, the number of floors would not matter with the stipulation that the first floor was livable including a kitchen, bathroom, and bedrooms.

Commissioner Andes questioned whether you could develop a ten lot plat and designate it 55 and over without having to use this plan. Ms. Grage responded that you could and that it was allowed through existing code.

Staff was recommending one of two options; imposing a minimum unit count with a designated number of different types of dwellings or increasing the minimum site size to roughly 5 acres. There was discussion regarding percentages of dwelling units imposed in the minimum unit count. Chair Muller suggested that a minimum of 50% of the units be higher density. Commissioner Leifer was not in favor of the minimum lot size requirement; he thought that if someone was able to figure out how to meet the unit requirements, they should be allowed to develop regardless of lot size.

Commissioner Leifer stated that he felt there had been a movement away from large scale senior housing and that there had been a proliferation of smaller scale assisted living. He thought that the smaller scale development would be more prolific as health care continues to evolve.

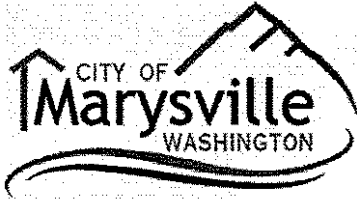
**ADJOURNMENT:**

**Motion** made by Commissioner Andes, seconded by Commissioner Emery, to adjourn at 7:39 p.m. Motion passed unanimously, (4-0).

**NEXT MEETING:**

September 8, 2009

  
\_\_\_\_\_  
Amy Hess, Recording Secretary



## MARYSVILLE PLANNING COMMISSION

September 9, 2009

7:00 p.m.

City Hall

### CALL TO ORDER

Chairman Muller called the September 9, 2009 Meeting of the Marysville Planning Commission to order at 7:03 p.m. noting the excused absences of Michael Stevens and Eric Emery. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Deirdre Kvangnes, Becky Foster

**Staff:** Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Recording Secretary Amy Hess

**Absent:** Eric Emery, Michael Stevens

### APPROVAL OF MINUTES:

July 28, 2009

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Andes to approve the July 28, 2009 meeting minutes as presented. Motion carries, (5-0).

### PUBLIC HEARINGS:

#### Central Marysville Annexation Pre-zoning

Senior Planner Holland stated that all hearings had been advertised according to code. He gave an overview of the annexation area. Some areas were being considered to be re-zoned and Staff wanted to discuss this with the Planning Commission. He discussed in detail each area/parcel that was being proposed for re-zoning to be consistent with the City's Comprehensive Plan.

There was some discussion regarding the last area discussed and why it's zoning was different than all the others. Mr. Holland stated that it was to be in an attempt to be consistent with the Comp Plan. Ms. Hirashima added that it was ear marked to be looked at during the next Comp Plan update.

Public Comment:

Tom Estabrook 10603 107<sup>th</sup> Ave NE Lake Stevens WA 98258

Mr. Estabrook questioned Mother Nature's Window park area; would the entire block be recreational or would just be the 3 parcels on 100<sup>th</sup> Ave. Mr. Holland clarified that the lots in question would become Multi Family Low Density. He added that they currently have houses on them.

Commissioner Comment:

Commissioner Kvangnes questioned whether the 3 parcels in question in the Mother Nature's Window Park currently had 3 houses on each lot. Mr. Holland responded that they did. Also, the Park would be dedicated to the City; it had not yet been as it was part of a living will. Commissioner Kvangnes questioned when this property might actually become a park. Ms. Hirashima explained that there were many conditions imposed at the time of purchase of the property being discussed. She added that the City would go out to the neighborhood and create a park design to maintain the integrity and features of the area. This would be the first step in developing the park.

Commissioner Leifer questioned the properties on 101<sup>st</sup> Place NE. Mr. Holland responded that the City had not had a chance to testify when the County updated their Comp Plan and changed this zoning. This discrepancy had been corrected in the previous Comp Plan and it was unclear as to why the change was made.

Chair Muller questioned the property at 11130 45<sup>th</sup> Ave. NE. Would the access be restricted at 44<sup>th</sup> Ave? Mr. Holland responded that access would be limited to emergency access more than likely. Chair Muller responded that his concern was if the property ended up being used for commercial purposes. Ms. Hirashima stated that she thought the county zoning should be maintained for this particular lot.

**Motion** to forward the Central Marysville Annexation Pre-zoning as amended on to City Council for approval made by Chair Muller, seconded by Commissioner Foster. Motion carries, (5-0).

**Master Planned Senior Community Code**

Ms. Hirashima gave a review of the project and the clarifications that the Commission had requested. She entered the comment from Stevens regarding language about the minimum unit requirements. She added that Staff supported the change Stevens suggested. Chair Muller opened for Public Testimony, seeing none, he closed the Hearing.

Commissioner Comment:

Commissioner Foster stated that people she had shared this with were very excited about this type of development.

**Motion** to forward the Master Planned Senior Community Code as amended on to City Council for approval made by Commissioner Kvangnes, seconded by Commissioner Foster. Motion carries, (5-0).

## **CPTED**

Director Hirashima discussed the CPTED revisions being suggested. She added that this has been a long standing goal and concern of the City to maintain public safety. She stated that the proposal was intended to be simple and create minimal amount of additional work. Commissioner Andes questioned if this was over and above all other rules when constructing a development. Ms. Hirashima responded that the intent was for the checklist to be used during the development and construction phases in order to cut down on additional work. Chair Muller opened for audience participation, seeing none, closed it.

### **Commissioner Comment:**

Commissioner Leifer questioned whether implementing this was a good idea at this time given the current economic situation. Ms. Hirashima replied that the intent was to make this as simple as possible and that she felt most of these requirements were already being practiced and that they were common sense.

Commissioner Andes questioned if this was intended for commercial and residential areas. Ms. Hirashima responded that it applied to both.

Commissioner Leifer wanted to make sure that the integrity of the owner and its design team was not being trampled on by one or two people's ideas or requirements. Commissioner Leifer wanted to make a comment regarding the 10% threshold regarding upgrades to existing buildings. The current economy is very difficult and will continue to be for some time and he thought that some of these requirements being implemented could become very cumbersome. Ms. Hirashima responded that this was in place to discourage piece by piece re-development. She used the Marysville Mall as an example. There was further discussion regarding this issue and ways to work with property and business owners.

**Motion** to forward CPTED code additions on to City Council made by Commissioner Kvangnes, seconded by Commissioner Foster. Motion carries, (5-0).

## **ADJOURNMENT:**

**Motion** made by Commissioner Foster, seconded by Commissioner Kvangnes, to adjourn at 8:24 p.m. Motion passed unanimously, (5-0).

**NEXT MEETING:**

September 22, 2009



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Amy Hess, Recording Secretary

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

An Ordinance of the City Council of the City of Marysville, Washington, establishing development regulations for Master Planned Senior Communities, amending MMC 19.08.030 to add Master Planned Senior Communities to the table of residential land uses, and adopting a new Chapter 19.47 of the Marysville Municipal Code,.

WHEREAS, the State Growth Management Act, Chapter 36.70A, RCW mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its zoning code and development regulations has complied with the notice, public participation and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City desires to amend the Zoning Code to provide for developments that incorporate a variety of housing, care options, and related uses for senior citizens; and

WHEREAS, this Zoning Code amendment is consistent with the following required findings of MMC 19.56.030:

- (1) The amendment is consistent with the purposes of the comprehensive plan;
- (2) The amendment is consistent with the purpose of Title 19 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action; and

WHEREAS, the Planning Commission discussed the above-referenced amendment during public meetings July 14, 2009, July 28, 2009; and

WHEREAS, after providing notice to the public as required by law, on September 9, 2009, the Planning Commission held a public hearing on proposed changes to the City's Zoning Code; and

WHEREAS, at a public hearing on December 14, 2009, the City Council reviewed and considered the amendment to the Zoning Code proposed by the Planning Commission; and

WHEREAS, the City has submitted the proposed development regulation revisions to the Washington State Department of Commerce as required by RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the adoption of the proposed revisions to the City's development regulations;

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

Section 1. A new Chapter 19.47 Marysville Municipal Code is hereby adopted to read as follows:

### **Chapter 19.47 MMC, Master Planned Senior Communities**

Sections:

- 19.47.010 Intent and Purpose.
- 19.47.020 Applicability.
- 19.47.030 Master Planned Senior Community – Site qualifications.
- 19.47.040 Permitted uses.
- 19.47.050 Procedures for review and approval.
- 19.47.060 Required Elements of Master Planned Senior Community site plan and application.
- 19.47.070 Affordability.
- 19.47.080 Age Requirements.
- 19.47.090 Development Regulations.
- 19.47.100 Modification of Development Regulations.

#### **19.47.10 Intent and Purpose.**

This chapter is intended to provide for developments that incorporate a variety of housing, care options, and related uses for senior citizens. Developments may consist of individual lots or may have common building sites. It is further intended that commonly owned land be related to and preserve the long-term value of the development. This chapter is not intended to be used

for the development a single use or housing type, which would otherwise be permitted in other zones under the regular zoning provisions.

In addition, the purpose of this chapter is as follows:

1. To allow the development of unique communities in residential, commercial and public/institutional zones that are designed to accommodate the increased housing needs of senior citizens and disabled persons, through the provision of a variety of housing types, services and continuum of care, including independent senior housing, assisted living and nursing care, as well as recreation, dining and on-site medical facilities and services.
2. To encourage long-time Marysville residents to remain in the community.
3. To encourage/implement Active Aging strategies within senior communities.
4. To ensure that the requirements of the Americans with Disabilities Act (ADA) and Universal Design principles are incorporated within senior communities.
5. To ensure that affordable and special needs housing opportunities are dispersed throughout the City, not concentrated.
6. To permit higher densities for senior housing that provides amenities and services.
7. To assist in meeting Snohomish County Tomorrow Fair Share Housing Allocation targets for special needs housing and services.

**19.47.020      Applicability.**

An applicant may request to utilize the Master Planned Senior Community provisions, if the site meets the site qualification criteria of this chapter and concurrently utilizes a land division process or a commercial/multifamily site plan.

**19.47.030      Master planned senior community – Site qualifications.**

A Master Planned Senior Community (MPSC) may be established at a particular location if the following site qualifications are met:

1. The site development must incorporate a range of housing and care options for seniors, including a mix of independent senior housing, senior assisted living and nursing facilities.

At the discretion of the Community Development Director, a development providing for a range of care types, but not necessarily all of those listed above, may be permitted, subject to satisfactory demonstration by the applicant that the resulting community meets the intent and purpose of these regulations.

2. The site must be served by adequate public facilities, including public sewers, water supply, roads and other needed public facilities and services.



3. The site must have close proximity to existing or planned services.
4. The site shall be a minimum of twenty units, with at least fifty percent of all units in the community being senior apartments/multi-family, assisted living or nursing home/convalescent care units or beds.

**19.47.040 Permitted uses.**

The following uses are permitted in Master Senior Planned Communities:

1. Age-restricted, independent housing, attached or detached.
2. Age-restricted, independent apartments, townhomes or condos (multi-family units).
3. Senior citizen assisted living dwelling units/facilities.
4. Convalescent, nursing, rest homes.
5. Accessory uses - Services and businesses that serve the residents of the senior community, including recreational, educational, health, personal, professional and business services and retail stores shall be permitted. In residential zones, these uses shall be sized for and used solely by residents of the community. Such uses shall be integrated with the units and oriented towards the interior of the project; no signs or other evidence of business facilities shall be visible from the periphery of the community.

**19.48.050 Procedures for review and approval**

The Master Planned Senior Community review and approval process shall occur concurrently with the underlying land use action. The decision-making authority for the underlying land use action shall also be the decision-making authority for the MPSC.

1. Site Plan. A site plan meeting the requirements of this chapter, Chapter 19.14 MMC, and Title 20 MMC, if applicable, shall be submitted with all applications for a MPSC. The site plan may be approved, approved with conditions, or denied by the city. Specific development regulations may be modified in accordance with this chapter, and special requirements may be applied to the property within the MPSC. Modifications and special requirements shall be specified in the approval and shown on the approved site plan.
2. Decision Criteria. It is the responsibility of the applicant to demonstrate the criteria in this subsection have been met. The city may place conditions on the MPSC approval in order to fulfill the requirements and intent of the city's development regulations, comprehensive plan, and subarea plan(s). The following minimum criteria must be met for approval to be granted:
  - a. Consistency with Applicable Plans and Laws. The development will comply with all applicable provisions of state law, the Marysville Municipal Code, the Comprehensive Plan, and any applicable subarea plan(s).

- b. **Public Facilities.** The community shall be served by adequate public facilities, including streets, bicycle and pedestrian facilities, fire protection, water, stormwater control, sanitary sewer, and parks and recreation facilities.
  - c. **Perimeter Design.** The perimeter of the Senior Master Planned Community shall be compatible in design, character, and appearance with the existing or intended character of development adjacent to the subject property and with the physical characteristics of the subject property.
  - d. **Streets, Sidewalks and Parking.** Existing and proposed streets and sidewalks within the development shall be suitable and adequate to carry anticipated motorized and pedestrian traffic within the proposed project and in the vicinity of the subject property. Adequate parking shall be provided to meet or exceed the applicable requirements of the Marysville Municipal Code.
  - e. **Landscaping** shall be provided for public and semi-public spaces and shall integrate them with private spaces. Landscaping shall create a pleasant streetscape and provide connectivity between homes, facilities, and common areas, using trees, shrubs and groundcover throughout the development and providing for shade and visual relief while maintaining a clear line of sight throughout the public and semi-public spaces.
  - f. **Maintenance Provisions.** A means of maintaining all common areas, such as a homeowner's association, shall be established, and legal instruments shall be executed to provide maintenance funds and enforcement provisions.
3. **Amendments.** An approved MPSC may be amended in accordance with the applicable provisions of the Marysville Municipal Code.
  4. **Duration of Approval.** The duration of approval for a MPSC shall be the same as the underlying land use action, plat, or binding site plan.
  5. **Compliance.** Any use of land, which requires MPSC approval, as provided in this chapter, and for which approval is not obtained, or which fails to conform to an approved MPSC and final site plan, constitutes a violation of this title.

**19.48.060 Required elements of Master Planned Senior Community site plan and application.**

All MPSCs shall be subject to site plan approval as provided in this chapter. The following are minimum requirements for the site plan and supplemental application materials:

1. A site plan drawing, showing property dimensions and boundaries, existing and proposed topography, critical areas, proposed access to the site, size and shape of all building sites and lots, and location of all building pads and open space areas;

2. A written explanation of the desired age restriction for the community;
3. Calculation of total project land area and net project density;
4. The total number of proposed dwelling units/beds and a description of the housing type for each such unit;
5. Existing development within 200 feet of the site;
6. The existing edge and width of pavement of any adjacent roadways and all proposed internal streets, off-street parking facilities, driveway approaches, curbing, sidewalks or walkways, street channelization and type of surfaces;
7. Landscaping plan, including plant locations and species size at planting, together with location and typical side view of perimeter fencing or berms, if any;
8. Plans for all attached dwellings, multiple-family dwellings and assisted living and nursing facilities, and related improvements, to a scale of not less than one inch to 50 feet, showing typical plot plans for each such building, including location of building entrance, driveway, parking, fencing and site screening, and typical elevations of each type of building, including identification of exterior building materials, and roof treatment;
9. Plans for signing and lighting, including typical side view of entrance treatment and entrance signs;
10. The location of all solid waste collection points, proposed meter locations, water mains, valves, fire hydrants, sewer mains, laterals, manholes, pump stations, and other appurtenances;
11. Conceptual drainage plans demonstrating feasibility of the proposed facilities;
12. Project staging or phases, if any;
13. Draft restrictive covenants including provisions to address enforcement of age-restrictions, affordability requirements, parking, ongoing maintenance of open space, recreation facilities and common areas;
14. Design analysis to demonstrate the relationship of the development to surrounding land uses, with cross sections, renderings or elevation drawings showing the scale and character of the development;
15. Descriptions of the design features and general size and layout of the proposed dwellings to demonstrate their appropriateness for the age-restricted population. The material submitted must indicate how the use of universal design features will make individual dwelling units adaptable to persons with mobility or functional limitations and how the design will provide accessible routes between parking area, sidewalks, dwelling units, and common areas; and
16. Such additional information as the City may deem necessary.

### **19.47.070 Affordability-Low income housing units**

#### 1. Covenant and Duration.

- a. An agreement in a form approved by the City must be recorded on the property requiring affordable dwelling units which are provided under the provisions of this section to remain as affordable housing for the life of the project. The agreement shall also specify aspects of renter and/or buyer eligibility, rent and/or sales price levels and requirements for reporting to the City or authorized housing agency and shall be recorded at final approval. This agreement shall be a covenant running with the land, binding on the assigns, heirs and successors of the applicant.

#### 2. Affordability Criteria.

- a. At least 10% of the total dwelling units developed shall be available at affordable housing costs and occupied by low-income households, as defined by this ordinance. This applies to both rental and ownership projects.
- b. For the purposes of this chapter, affordable housing is defined as “rental housing having total housing costs, including basic utilities, that do not exceed 30 percent of the income limit for the housing unit; or ownership housing having total housing costs, including basic utilities, that do not exceed 80 percent of the county median family income, as adjusted for family size as reported annually by the US Department of Housing and Urban Development”.
- c. Rental housing units shall be permanently priced and occupied by households with a total household income at or below fifty percent of the Snohomish county median family income, as adjusted for family size.
- d. Affordable ownership units shall be reserved for income- and asset-qualified home buyers with a total household income at or below eighty percent of the Snohomish County median family income, as adjusted for family size. Affordable units shall be limited to owner-occupied housing, with prices restricted to same income group, based on current underwriting ratios and other lending standards.
- e. Required affordable housing shall be provided in a range of sizes comparable to other units within the development and to the extent practicable, the number of bedrooms in the affordable units must be in the same proportion as the number of bedrooms in units within the entire development. The affordable units shall generally be distributed throughout the development and have substantially the same functionality as other units in the development.

### **19.47.080 Age Requirements**

At least one household member must be 55 years of age or older.

### 19.47.090 Development Regulations

1. Existing amenities (e.g. views, mature trees, etc.) that are unique to the site should be preserved and incorporated into the project's design whenever possible.
2. When a MPSC project adjoining residential and commercial uses can mutually benefit from connection rather than separation, appropriate connective elements, (e.g. walkways) should be provided.
3. The site shall be designed and developed utilizing Crime Prevention Through Environmental Design (CPTED) principles as set forth in MMC 19.04.050.
4. Building Design and Layout
  - a. Development of the site is subject to compliance with Chapter 19.14 MMC, *Development Standards – Design Requirements*.
  - b. When a Senior Master Planned Community is located within, or adjacent to, single-family residential zones and is, or may be, surrounded by traditional single family development, the community shall be designed and developed so as to be consistent with a single-family residential environment. Larger scale (i.e. multi-unit buildings, nursing care facilities) buildings shall be located on the site so as to least impact surrounding single family uses and to create a consistent streetscape that is in the desired character for a residential area.
  - c. When a Senior Master Planned Community is located within, or adjacent to, commercial or multi-family zones and is, or may be, surrounded by traditional commercial or multi-family development, any multi-unit buildings and nursing care facilities on the site shall be placed to consider the visual continuity between the proposed and existing adjacent development with respect to building setbacks and placement of structures to create a consistent streetscape.
  - d. Multiple buildings in a single project should provide a functional relationship with one another to achieve a sense of place by use of the following techniques:
    - i. Cluster buildings around open space areas or courtyards, not parking lots.
    - ii. Provide open space areas and courtyards with landscaping and other pedestrian amenities.
    - iii. Provide convenient pedestrian circulation between buildings, open space, and parking areas.
    - iv. Link buildings together visually, using such elements as trellis structures, arcades, and/or enhanced paving.

- v. Where feasible and desirable, locate buildings near public streets, thus creating a strong presence thereon.

## 5. Building and Unit Design

Universal Design (also known as “Aging in Place”) is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All projects shall implement, at minimum, the following Universal Design principles:

- a. No-step entries.
- b. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
- c. ADA accessible doors, hallways and bathrooms.
- d. Room thresholds that are flush.
- e. Adequate lighting throughout the dwelling unit.

## 6. Architectural style and design guidelines

- a. Multi-family and nursing/assisted living facilities shall comply with Section 19.14.050 MMC. Attached/detached single family dwelling units shall comply with Section 19.14.095 MMC.

## 7. Utility and mechanical equipment

- a. All mechanical equipment shall be architecturally screened from view.
- b. Utility equipment (e.g. electric and gas meters, electrical panels, and junction boxes) should be located in utility rooms within the structure or utility cabinets with exterior access.

## 8. Solid waste and recycling.

- a. Developments shall provide storage space and collection points for solid waste and recyclables in accordance with Section 19.14.150 MMC and Chapter 7.08 MMC.

## 9. Parking and circulation

- a. Project entries should provide the resident and visitor with an overview of the project through either an easy visual assessment (in smaller projects) or by providing signage or placards that illustrate the circulation, parking, building, and amenity layout of the project.

- b. The principal vehicular access should be through an entry drive rather than a parking aisle, when possible. Colored, textured paving treatment at entry drives together with lush landscaping is strongly encouraged.
- c. The number of required off-street parking stalls shall be in accordance with Section 19.18.160 MMC. The Community Development Director may approve alternative parking requirements upon satisfactory demonstration by the applicant that the site will have adequate parking to serve all proposed uses and/or that the community is located within walking distance of a neighborhood center that offers a variety of services and a safe walking route is provided.
- d. If parking is not attached to the residential structures, covered carports and dispersed parking courts are the desired alternative.
- e. A parking court should not consist of more than 2 double-loaded parking aisles (bays) adjacent to each other.
- f. Carports should provide no more than 5 parking spaces within each structure. The structures should be constructed with material consistent with those used in building construction.
- g. All parking standards identified in Chapter 19.18 MMC, *Development Standards – Parking and Circulation*, shall apply, except as may be specified herein.

10. Pedestrian access.

- a. Drop-off points should be provided at major building entries and plaza areas.
- b. The project should be designed to minimize the need for pedestrians to cross parking aisles and landscape islands to reach building entries.
- c. Stamped or painted concrete walkways should be provided in areas where it is necessary for pedestrians to cross drive or parking aisles.
- d. All projects shall provide a clear connection between the on-site pedestrian circulation system and the off-site public sidewalk.

11. Landscaping.

Landscaping shall comply with Chapter 19.16 MMC, *Development Standards, Landscaping*, except as may be specified herein.

12. Public transportation amenities.

- a. A sheltered bus stop with a canopy provided with architecture consistent with the project shall be provided, if required in coordination with local transit agencies.
- b. In cases when a public bus stop is, or may be in the future, located within the frontage of a proposed site, a bus stop or cover shall be provided.

13. On-site common recreational facilities.

- a. Recreational amenities shall be appropriately distributed throughout the community. Such facilities shall consist of open or enclosed areas for residents of the community to congregate for recreation and leisure. Structures with multiple-family style dwelling units (i.e. independent senior housing apartment units, assisted living dwelling units, etc.) shall provide open space or active or indoor recreation space consistent with the following chart:

Type of Dwelling Unit	Outdoor Open Space	Active Outdoor or Indoor Recreation Facility
Studio & one bedroom	90 square feet per unit	45 square feet per unit
Two bedroom	130 square feet per unit	65 square feet per unit
Three or more bedroom	170 square feet per unit	85 square feet per unit

- b. The following standards shall be utilized for outdoor recreational facilities:
  1. The design and orientation of these areas should take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent street or other incompatible uses.
  2. Each outdoor open space area should have a focal point. The focal point may consist of, but need not be limited to, water fountains, landscape planters, monuments, waterways, view points, artwork, trellises or gazebos. The focal point of all open space areas shall complement one another by maintaining a common theme, consistent furnishing, and signage.
  3. On-site outdoor recreation space shall:
    - i. Be of a grade and surface suitable for recreation;
    - ii. Be one continuous parcel if less than 3,000 square feet in size;
    - iii. Have no dimension less than 30 feet (except trail segments);
    - iv. Be situated and designed to be visible from adjacent buildings and uses on-site; and
    - v. Be accessible and convenient to all residents within the development.



4. The required amount of on-site common recreation space may be reduced by the Community Development Director, if it is demonstrated that the facilities provided on-site will offer residents with exceptional opportunities to participate in active aging (i.e. physical activity programs, trails, tennis courts, swimming pools, or other amenities deemed appropriate), and/or if it is demonstrated that the community is located within walking distance of a pedestrian-friendly neighborhood center and a safe walking route is provided.

14. Private open space.

Each single family attached or detached dwelling unit shall be provided a private open space area, free and clear of any attached or detached accessory structures, as follows:

- a. Each unit shall be provided 100 square feet of private yard with a minimum interior dimension of 10 feet.
- b. The required amount of private open space may be reduced by the Community Development Director as provided in Section 19.47.090(15) MMC.

**19.47.100 Modification of development regulations.**

The city’s standard development regulations shall be modified for a Senior Master Planned Community as provided in this section.

1. Density and Dimensions. The standard dimensional regulations shall apply to all lots and development in a Master Planned Senior Community, except as specifically modified below and as provided in the design review standards in Chapter 19.14 MMC and/or Chapter 19.48 MMC. The density permitted is modified as follows:

- a. Modified Density Standards:

	<b>Residential zones</b>	<b>Commercial zones</b>
<b>Maximum Density: Dwelling unit/acre</b>	As per the underlying zone plus 20%.	None

- b. When projects are proposed on sites that encompass multiple zones, the density built on each zone will be limited to that of the underlying allowed density for each zone.

2. Maximum building height. Outside of Planning Area 1, buildings or portions of buildings located within 50 feet of a property that is zoned single family, or where the predominant adjacent use is single family, shall be limited to a maximum height of 30 feet.

3. **Street Standards.** When multiple detached single family or duplex units are proposed, the project shall meet residential right-of-way and access standards, as set forth in the Marysville Municipal Code and Engineering Development and Design Standards (EDDS). An applicant may request to utilize the city's PRD access street standards, which may be allowed at the discretion of the Community Development Director.
4. **Open Space.** Open space requirements may be modified consistent with this chapter.
5. **Additional Modifications.** An applicant may request additional dimensional, open space, street, and design standard modifications beyond those provided in this section. Granting of the requested modification(s) will be based on innovative and exceptional architectural design features and/or innovative and exceptional site design and layout that contribute to achieving the purpose of this chapter.

Section 2. Chapter 19.08 of the Marysville Municipal Code is hereby amended by amending MMC 19.08.030 to add the category “Master Planned Senior Community” and Development Condition 24, to read as follows:

**19.08.030 Residential land uses.**

(1) Table.

Specific Land Use	RU	R 4.5-8	R 12-28	NB	CB	GC	DC	MU	BP	LI	GI	P/I
<b>Dwelling Units, Types:</b>												
Single detached (22)	P18	P18	P18									
Cottage housing		C23	C23									
Duplex (22)	P	P11C	P									
Townhouse		P3	P				P17	P				
Multiple-family			P	C9	P9, C15	P9, C15	P9, P17	P				
Mobile home	P19	P19, C3	P19	P19	P19	P19	P19	P19	P19	P19	P19	
Mobile home park	C		C14, P			P						
Senior citizen assisted		C2	C2	P				C				P
Factory-built	P10	P10	P10									
Guesthouse	P6											
Caretaker’s quarters (8)					P	P	P		P	P	P	P
<b>Group Residences:</b>												
Adult family home	P	P	P	P	P	P	P	P				P
Convalescent, nursing, retirement		C2	C2	C	P	P	P	P				P
Residential care facility	P	P	P	P	P	P	P	P				P
<b><u>Master Planned Senior Community (24)</u></b>		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>				<u>C</u>
<b>Accessory Uses:</b>												
Residential accessory uses (1) (12) (16)	P	P	P									
Home occupation (5)	P	P	P20	P20	P20,	P20,	P20,	P20,	P21	P21	P21	

					P21	P21	P21	P21				
<b>Temporary Lodging:</b>												
Hotel/motel			P	P	P	P	P	P	P	P		
Bed and breakfast guesthouse (4)	C	C13	P									
Bed and breakfast inn (4)	C		P	P	P	P						

(2) Development Conditions.

1. Accessory dwelling units must comply with development standards in Chapter [19.34](#) MMC, Accessory Dwelling Units.
2. Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.
3. Only as part of a PRD development proposal, and subject to the same density as the underlying zone.
4. Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [19.36](#) MMC, Bed and Breakfasts.
5. Home occupations are subject to the requirements and standards contained in Chapter [19.32](#) MMC, Home Occupations.
6.
  - a. Guesthouses are not to be used as rental units or as a bed and breakfast;
  - b. Only one guesthouse may be permitted per lot; and
  - c. Each guesthouse shall be sited so that future division of the property will allow each structure to meet all bulk and dimensional requirements for the zone in which it is located.
7.
  - a. There shall be accommodations for no more than two persons.
  - b. The accommodations shall be located within the primary residence.
8. Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business.
9. All units must be located above a street-level commercial use.
10.
  - a. A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.
    - b. A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.
11. Permitted outright in the R-8 and R-6.5 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.
12.
  - a. A garage sale shall comply with the following standards:
    - i. No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.

ii. Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.

b. A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

13. Limited to the R-6.5 and R-8 zones only.

14. A conditional use permit is required in the low density multiple-family zone.

15. Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.

16. a. Accessory buildings or uses may not be established until the principal building or buildings are constructed on the property.

b. A detached garage, carport or other permitted accessory building may be located in the rear yard, provided:

i. Not more than 50 percent of the required rear setback area is covered; and

ii. Accessory building(s) located within rear setback areas shall have a minimum interior side setback of five feet, or 10 feet on the flanking street of a corner lot, and a minimum rear setback of five feet; and

iii. Vehicle access points from garages, carports, fenced parking areas or other accessory building(s), the entrance of which faces the rear lot line, shall not be located within 10 feet from the rear lot line, except where the accessory building(s) entrance faces an alley with a right-of-way width of 10 feet, in which case the accessory building(s) shall not be located within 20 feet from the rear lot line; and

iv. Detached accessory buildings exceeding one story shall provide the minimum required yard setbacks for principal buildings in the zone; and

v. An accessory building, which is located in the rear setback area, may be attached to the principal building; provided, that no portion of the principal building is located within the required yard setbacks for principal buildings in the zone.

c. A detached garage, carport or other permitted accessory building may be located in the front or side yard only if the applicant demonstrates, to the satisfaction of the community development director, that the following conditions can be met:

i. Accessory buildings that are located in the front or side yard shall not compromise the integrity of the residential neighborhood in which they are proposed to be located, and shall be subject to, but not limited to, the following development standards:

A. The architectural character of the principal building shall be preserved; and

B. The accessory building shall have a roof pitch similar to the primary building and have siding and roofing materials similar to or compatible with those used on the primary building. No metal siding or roofing shall be permitted unless it matches

the siding and roofing of the dwelling. Plans for the proposed accessory building(s) indicating siding and roofing materials shall be submitted with the application.

ii. Detached accessory buildings located in the front or side yard shall provide the minimum required yard setback for principal buildings in the zone.

17. Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.

18. Manufactured homes must:

a. Be no more than two years old, as evidenced by the date of manufacture recorded on the HUD data plate;

b. Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

c. Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located.

19. Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.

20. Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

21. Permitted in a legal nonconforming or conforming residential structure.

22. No more than one single-family detached or duplex dwelling(s) is allowed per lot except in planned residential developments, Chapter [19.48](#) MMC, using the binding site plan process and designated, on the face of the BSP, for multiple single-family detached dwellings on a single parcel; or accessory dwelling units through the provisions of Chapter [19.34](#) MMC.

23. Subject to MMC cottage housing provisions, MMC [19.14.040](#).

[24. Subject to Chapter 19.47 MMC, Master Planned Senior Communities.](#)

(Ord. 2742, 2008; Ord. 2662 § 1, 2006; Ord. 2639 § 1, 2006; Ord. 2631 § 3, 2006; Ord. 2626 § 4, 2006; Ord. 2575 § 1, 2005; Ord. 2463A § 1, 2003; Ord. 2433 § 1, 2002; Ord. 2410 § 1, 2002; Ord. 2151 § 5, 1997; Ord. 2131, 1997).

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
DENNIS L KENDALL, MAYOR

Attest:

By: \_\_\_\_\_  
TRACY JEFFRIES, CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

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

Effective Date: \_\_\_\_\_  
(5 days after publication)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

An Ordinance of the City of Marysville Amending the 2009 Budget and providing for the adjustment of certain expenditure items as budgeted for in 2009 and Amending Ordinance No. 2751, Amending Ordinance No. 2761, Amending Ordinance No. 2764 and Amending Ordinance No. 2777

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

Section 1. Since the adoption of the 2009 budget by the city Council on November of 2008, it has been determined that the interests of the residents of the City of Marysville may best be served by the adjustment of certain expenditures. The following funds as referenced in Ordinance No. 2752, Amending Ordinance No. 2761, Amending Ordinance No. 2764 and Amending Ordinance No. 2777 and in Exhibit A are hereby amended to read as follows:

Fund Description	Fund No.	Est. Beg. Fund Bal. & Revenue Adj.	Appropriations Adjustment	Ending Fund Balance Adjustment
General Fund	001	66,685	66,685	-
Golf Course	420	150,000	150,000	-
I/Net	108	-	7,301	(7,301)
Drug Seizure Fund	103	20,747	17,500	3,247
<b>Total Budget Adjustment</b>		<b>\$ 237,432</b>	<b>\$ 241,486</b>	<b>\$ (4,054)</b>

Section 2. In accordance with RCW 35.54.095 allowing for the transfer to an amount not less than ten percent of the net outstanding obligations of the local improvement guaranty fund to the General fund.

Section 3. Except as provided herein, all other provisions of Ordinance No. 2751, Amending Ordinance No. 2761, Amending Ordinance No. 2764, Amending Ordinance No. 2777 and shall remain in full force and effect, unchanged.



PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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 2009 Detail Budget Adjustment

Fund No.	Amendment Description	Original Fund Budget	Amendment Request	Proposed Amended Budget	Ending Fund Balance	Revised Ending Fd Balance	Additional Revenue
						-	
00100010.548000.G0902	Jail Locks & Lockers - Grant Expenditures		53,668			(53,668)	
00108339.391168.G0902	Jail Locks & Lockers - Grant Revenue					53,668	53,668
00100050.535000.G0903	Video Court - Grant Expenditures		13,017			(13,017)	
00108331.316738.G0903	Video Court - Grant Revenue					13,017	13,017
						-	
		-	66,685	-		-	66,685
42047061.549000	Legal Settlement	5,000	50,000			(50,000)	
42047076.563000	Restaurant remodel		100,000			(100,000)	
42017381.311000	Interfund Loan					150,000	150,000
			150,000	-	-	-	150,000
10800080.541000	Annual Maintenance	7,260	5,200			(5,200)	
10800080.549000.0838	Web Streaming		2,101			(2,101)	
			7,301			(7,301)	
10308308.380000	Adjust Beginning Fund Balance					3,981	3,981
10308357.374000	Drug Forfeitures - Revenue					16,766	16,766
10308521.535000.0933	Public Safety Building Remodel Project		17,500			(17,500)	
			17,500			3,247	20,747

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Surface Water Comprehensive Plan Update	AGENDA SECTION:	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	APPROVED BY: 	
ATTACHMENTS: 1. Bound Executive Summary of the document with compact disk of the entire document included 2. Ordinance No. _____	MAYOR	CAO
	AMOUNT: N/A	
BUDGET CODE: 40145040.541000.D0720		

**DESCRIPTION:**

Otak, Inc. was hired by the City to provide an update to the 2002 City of Marysville Surface Water Management Plan and Surface Water Rate Study.

The updated Comprehensive Plan identifies surface water capital improvement projects utilizing existing surface water system maps, past studies, reports, a public mailer questionnaire, models developed and other relevant information. A capital improvement program project implementation schedule has been created for the City through the year 2015.

The second component of the Plan is a review of the existing surface water management program for regulatory compliance. The existing program was compared with the various requirements of the NPDES Phase II Permit. Recommendations for activities, staffing, equipment, and funding that allow the City to take credit for its existing surface water management program were made. Recommendations were to add only those new activities needed to achieve compliance with the minimum requirements of the City's Permit as detailed in the gap analysis.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the attached Ordinance to adopt and implement the Surface Water Comprehensive Plan Update.
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COUNCIL ACTION:
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**CITY OF MARYSVILLE  
Marysville, Washington**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
ADOPTING AN UPDATE TO THE CITY'S SURFACE WATER  
COMPREHENSIVE PLAN.**

**WHEREAS**, the Marysville City Council finds that it is necessary, appropriate and in the public interest and welfare to promote and provide needed public storm and surface water facilities, as well as other stormwater related programmatic services and capabilities, to address existing drainage problems and to allow continued future development throughout the City; and

**WHEREAS**, the City of Marysville's existing Surface Water Management Plan was approved by Ordinance No. 2485 on August 25, 2003; and

**WHEREAS**, the City of Marysville commissioned a qualified consultant (Otak, Inc.) to prepare an update to the Surface Water Management Plan, which Plan is now being referred to as the Surface Water Comprehensive Plan; and

**WHEREAS**, pursuant to the State Environmental Policy Act, the City issued a Determination of Nonsignificance (DNS) for the update to the Surface Water Comprehensive Plan, on November 17, 2009 public notice and comment followed, and the DNS was effective on December 2, 2009;

**NOW THEREFORE**, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. The City of Marysville Surface Water Comprehensive Plan Update, prepared by Otak, Inc. and dated November 2009, is hereby adopted as set forth in the attached Exhibit A. A copy of said Plan shall be made available for inspection and review at the office of the City Clerk and the office of Community Development.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Dennis Kendall, Mayor

ATTEST:

By \_\_\_\_\_  
Tracy Jeffries, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Grant Weed, City Attorney

Date of Publication:

Effective Date:

# Executive Summary

## Introduction and Background

For the past several years, the City of Marysville has been actively encouraging new businesses to relocate into the City and take advantage of the regionally available transportation, economic development support services, local business opportunities, a trained and educated work force, attractive property values and a comfortable and neighborly community life style.

Due to its unique geology, groundwater, and naturally occurring wetlands and fish habitat features, the City has taken the initiative to continue to assist new local development by updating the city-wide, Surface Water Comprehensive Plan. The following document is an update to the City's existing Surface Water Management Plan (2003); the emphasis of this most current stormwater planning effort was to:

- Address the new requirements of the National Pollution Discharge Elimination System (NPDES) Western Washington Municipal Phase II Permit (Phase II Permit) for municipal stormwater,
- Identify the type, size location and cost of capital projects to address local flooding, water quality, and habitat issues and document the capital facilities needed to support ultimate development within the City of Marysville (including possible future areas of annexation), and
- Define the future costs and funding mechanisms needed to support the implementation of the new plan and its capital projects on an annual basis.

The City of Marysville intends to use this document as a guide to make decisions regarding program implementation, funding, staffing, budgeting, and scheduling capital improvement projects to help ensure that the City will continue to address Phase II Permit requirements and support continued development throughout their Urban Growth Area. Additional goals include the reduction of flooding incidents, and to plan for the impact of future growth on the City's stormwater system. This document is to be used in concert with the City's existing land use, transportation, water, and wastewater infrastructure planning documents, as outlined in the City's Comprehensive Plan.

## Surface Water Capital Improvement Program

The Surface Water Capital Improvement Program (CIP) in Chapter 2 presents an analysis of Marysville's surface water systems and deficiencies, and identifies CIP projects to correct the deficiencies. Chapter 2 provides a general overview of each of the City's basins: Quilceda Creek, Allen Creek, Sunnyside Creek, and Ebey Slough. All four basins are located within Washington State Water Resource Inventory Area (WRIA) 7—Snohomish River Watershed. All four basins reach the Snohomish River in Possession Sound via Ebey Slough.

The planning process began with a review of the City's existing surface water system map, past studies, reports, and relevant information to identify problem areas. Follow-

ing the review of existing information, City staff (Engineering, Planning, and Maintenance) were interviewed to confirm problem locations identified in previous studies and to identify any additional problem areas. Accounts were also solicited from the community via a questionnaire available in two forms: a public mailer and an online survey. All problem areas were observed in the field.

Surface water deficiencies were identified and ranked on a scale of 1 to 5 with 5 being the highest priority deficiencies. Surface water CIP projects were developed and prioritized for all deficiencies ranked “3” or higher.

### **CIP Implementation Schedule**

A CIP Implementation schedule has been developed that identifies planning, design, permitting, and construction periods for CIPs through the year 2015. This schedule is intended to be a planning tool for the City and should be updated each year to reflect changes in project durations, priorities, and budgets. Table E.1 shows a CIP project implementation schedule through the year 2015; these CIPs are shown on Figure E.1 along with CIPs that will be implemented after 2015. A CIP summary for each CIP is included in Appendices 2.2.A, 2.3.B, and 2.4.A.

Most CIPs are large enough that they will be implemented over two or more years. The majority of the proposed CIP projects are funded by the City’s stormwater utility. However, a couple CIP projects propose regional stormwater facilities that provide both a benefit to the general public and accommodate future private development (identified with note 2). Funding for the design and permitting of these regional facilities will be fronted by the City’s stormwater utility, but those funds plus the construction costs will be reimbursed by developers in the form of “in lieu of” fee prior to breaking ground for construction. An estimated schedule for developer “in lieu of” fee collection is included at the bottom of Table E.1.

### **Cash Flow**

The City has the ability to carry over remaining funds for use in the next year’s CIP budget. In 2009, the City postponed the construction of a regional pond expansion estimated to cost approximately \$6.35M; these funds remain available for the City to spend on CIP projects. Since developer reimbursement is anticipated for regional facility CIPs, the proposed CIP costs exceed the assumed budget from the surface water utility. As shown in the bottom line of Table E.1, the \$6.35M mentioned above is available to help satisfy the cash flow needs until the City is far enough along with the design of the regional facilities that reimbursement from developers can be collected. Reimbursement from developers needs to begin in 2010 (and continue until all costs, approximately \$36.5M, have been collected) in order for the City to maintain positive cash flow.

### **CIP Project Overlap**

Several CIP projects (identified with note 3) overlap with improvements proposed by regional CIP MQ-EC-13. These overlapping CIPs have been left on the implementation schedule just in case MQ-EC-13 is significantly delayed or cancelled. Overlapping CIPs should be cancelled if MQ-EC-13 is implemented and funds should be reallocated to another CIP.

Table E.1 CIP Project Implementation Schedule										
CIP Project	Year 2 2008	Year 3 2009	Year 4 2010	Year 5 2011	Year 6 2012	Year 7 2013	Year 8 2014	Year 9 2015	Notes	
Downtown Master Drainage Plan	\$ 70,000								1	
Inter-fund Transfer	\$ 27,900								1	
Stormwater Renewal	\$ 50,000								1	
MQ-HH-32 North Marysville Master Drainage Plan (Hayho Creek)	\$ 66,000	\$ 140,500	\$ 625,000	\$ 3,147,000	\$ 3,147,000	\$ 313,500	\$ 3,146,500		2	
152nd St. Conveyance	\$ 177,700	\$ 750,000							1, 2	
AC-JC-09 Jones Creek Flood Damage Repairs - Sunnyside Neighborhood	\$	\$ 619,000								
MQ-HH-37 Breach Hayho bank at Railroad Culvert			\$ 22,000	\$ 52,000						
MQ-HH-16 Channel Realignment and Floodplain Restoration (Hayho Creek)			\$ 121,000	\$ 792,000						
MQ-HH-1 Install Fish Screen at 165th Ave NE			\$ 69,000	\$ 140,000					2	
MQ-HH-58 Erosion Control Measures - Railroad culverts to 47th Dr. NE (Hayho Creek)			\$ 197,000	\$ 674,000	\$ 674,000					
MQ-HH-36 Marysville Drainage Inventory			\$ 10,000							
MQ-EC-13 North Marysville Master Drainage Plan (Edgecomb Creek)	\$ 66,000	\$ 140,500		\$ 1,100,000	\$ 7,639,000	\$ 7,639,000	\$ 552,000	\$ 7,638,000	2	
MQ-MQ-07 Culvert Replacement at 152nd St. NE (Olaf Strad Creek)					\$ 70,000	\$ 207,000			3	
WQ-WQ-08 Culvert Modifications at 104th St. (West Quilceda Tributary)					\$ 25,000	\$ 50,000				
WQ-WQ-09 Culvert Replacement at 103rd St. (West Quilceda Tributary)					\$ 97,000	\$ 258,000				
AC-AC-10 Storm Drain Replacement and Erosion Control Measures at 88th St. NE					\$ 60,000	\$ 116,000				
MQ-HH-09 Flooding at 43rd Ave., Emerald Hills Estates (Hayho Creek)						\$ 43,000				
MQ-EC-01 Culvert Replacement at 152nd St. NE (Edgecomb Creek)						\$ 58,000	\$ 203,000		3	
MQ-QC-12 Culvert Replacement at Railroad (Quilceda Creek)							\$ 224,000	\$ 758,000		
AC-AC-15 Brashler's Industrial Park Flooding							\$ 355,000	\$ 1,401,000		
AC-JC-11 Storm Drain Replacement at 60th Pl. NE - Sunnyside Neighborhood							\$ 105,000	\$ 352,000		
MQ-QC-09 Culvert Replacement at State Ave. (Quilceda Creek)							\$ 594,000	\$ 3,370,000		
MQ-HH-10 Upper Channel conveyance enhancement/Hayho Restoration Plan							\$ 747,000	\$ 2,999,000		
AC-AC-13 Culvert Replacement at 80th St. NE (Allen Creek)								\$ 85,000	4	
<b>Total \$ Yr 2-9</b>										
Subtotal CIP	\$ 457,600	\$ 1,650,000	\$ 1,044,000	\$ 5,905,000	\$ 11,712,000	\$ 8,684,500	\$ 5,926,500	\$ 16,003,000	\$ 51,385,000	
0.51 FTE (as determined by the GAP analysis in Chapter 3.3)	\$ 39,539	\$ 40,974	\$ 42,206	\$ 43,473	\$ 44,777	\$ 46,120	\$ 47,504	\$ 48,929	\$ 354,000	
<b>Total Funding Need</b>	<b>\$ 497,000</b>	<b>\$ 1,691,000</b>	<b>\$ 1,087,000</b>	<b>\$ 5,949,000</b>	<b>\$ 11,757,000</b>	<b>\$ 8,731,000</b>	<b>\$ 5,975,000</b>	<b>\$ 16,052,000</b>	<b>\$ 51,739,000</b>	
Assumed Budget from Surface Water Utility Rate (see Chapter 3.3)	\$ 497,000	\$ 8,041,000	\$ 722,000	\$ 1,231,000	\$ 1,318,000	\$ 1,209,000	\$ 1,361,000	\$ 1,457,000	\$ 15,896,000	
Assumed Budget - Total Funding Need	\$ -	\$ 6,350,000	\$ (365,000)	\$ (4,718,000)	\$ (10,439,000)	\$ (7,462,000)	\$ (4,614,000)	\$ (14,595,000)	\$ (35,843,000)	
Developer "In Lieu of" fee collection			\$ 1,828,000	\$ 4,593,500	\$ 10,786,000	\$ 7,953,000	\$ 3,699,000	\$ 7,638,000	\$ 36,497,500	
Cash Flow	\$ -	\$ 6,350,000	\$ 7,813,000	\$ 7,688,500	\$ 8,035,500	\$ 8,526,500	\$ 7,611,500	\$ 654,500	\$ -	

Notes:  
1 CIP identified and completed by the City prior to the completion of this report.  
2 City anticipates Developer "In Lieu of" fee for this CIP.  
3 This CIP is not needed if MQ-EC-13 goes forward.  
4 Construction occurs outside of the planning period.

Color Key:  
Planning  
Design and Permitting  
Construction  
Design and Construction



## Surface Water Management Program for Regulatory Compliance

One of the major objectives of this Surface Water Management (SWM) planning effort was to document the City's existing SWM Program, compare it with the various requirements of the Phase II Permit and make recommendations for activities, staffing, equipment, and funding that allow the City to take credit for its existing SWM Program, and add only those new activities needed to achieve compliance with the minimum requirements of the City's Permit. The results of this "regulatory compliance gap analysis" are presented in Chapter 3 of the following Updated SWM Plan.

### Regulatory Requirements

Marysville's SWM Program is currently subject to the requirements of the following:

- Phase II Permit issued January 17, 2007 and reissued with edits on June 17, 2009,
- Lower Snohomish River Tributaries Fecal Coliform Total Maximum Daily Load (TMDL) June 2003,
- Endangered Species Act (ESA) and associated salmon recovery planning, and
- 2000 Puget Sound Water Quality Management Plan, as defined in the 2007 to 2009 Puget Sound Conservation and Recovery Plan.

The Phase II Permit outlines SWM program activities and implementation milestones that Marysville must follow beginning February 16, 2007 in order to comply with federal law (i.e. The Clean Water Act). All Phase II Permit communities are expected to develop a surface water program that includes all of the required activities, implement those activities within the required timeframes over the five year permit cycle (i.e. 2007 through 2012), and submit annual reports to Ecology to document progress toward complete program implementation. Regulatory requirements of each stormwater-related obligation and applicable milestone completion dates are discussed in more detail in Section 3.1. Section 3.2 summarizes the City's current SWM program.

### Gap Analysis

A SWM Program gap analysis was conducted by first comparing the City of Marysville's existing SWM Program to required activities, as described in the Phase II Permit and the City's other SWM-related obligations. The existing program is defined as the activities and staffing levels in place during the 2008 calendar year. The resulting gap analysis identifies the shortfalls in the existing program and estimates additional activities and resources required for full compliance with the Permit through the due date of 2011 and funding of the program and CIP through 2015. Results are presented in a multi-year implementation plan that reflects the various Phase II Permit due dates and ensures that Marysville meets its other regulatory obligations, such as ESA and WRIA planning.

The analysis shows that Marysville's SWM Program currently performs many of the SWM activities required by the Phase II Permit. A number of new and/or expanded activities, however, will need to be undertaken by Marysville over the next few years to achieve its full compliance with regulatory obligations. In the following report, the gap between existing and required activities has been correlated with the need for increased staff time or material expenses. Some regulatory activities will require the purchase of new equipment, additional staff training, software purchases, or other

ongoing expenses. These specific activities help Marysville meet its SWM Program priorities and needs consistent with Phase II Permit requirements. CIP demands are proposed in Section 3.4 and summarized below in Table E.2.

**Table E.2: Programmatic Observations and Solutions**

Element	Primary Activity	Existing (2008) Program	New / Expanded Program
1	Program Implementation	X	X
2	Public Education and Outreach	X	X
3	Public Involvement and Participation	X	X
4	Illicit Discharge Detection and Elimination	X	X
5	Controlling Runoff from New Development, Redevelopment, and Construction Sites	X	X
6	Pollution Prevention and Operation and Maintenance for Municipal Operations	X	X
7	Total Maximum Daily Load Allocations	X	X
8	Monitoring		X
9	Lower Snohomish River Tributaries TMDL	X	X
10	Reporting <sup>1</sup>	X	X
11	Underground Injection Control (UIC)	N/A	N/A
12	Endangered Species Act (ESA)	X	X
13	Puget Sound Salmon Plan	X	X
14	WRIA #7 Salmon Habitat Recovery	N/A	N/A
15	2007-2009 Puget Sound Conservation and Recovery Plan		X
16	Capital Improvement Projects (CIP)	X	X
17	Additional Activities (City Specific)	X	X

1. Annual Reporting to Ecology on the Phase II Permit

## Conclusions

While the City of Marysville has an established, well-funded and well-staffed SWM Program, it is underfunded and understaffed in some areas including: program implementation, public education and outreach, controlling runoff, pollution prevention, monitoring and implementation of the Lower Snohomish River Tributary requirements. SWM Program descriptions, milestones, staffing needs, costs, programmatic annual activities, capital appropriations, and administrative recommendations are summarized to provide a thorough analysis of Marysville's SWM Program needs and their respective costs. Staff time and funding in addition to the City's current levels are needed to meet the Permit requirements as summarized in Table E.3 below.

Table E.3: Total SWM Program Costs (in thousands)

Program Categories	Exist- ing Year 2 2008	Year 3 2009	Year 4 2010	Year 5 2011	Year 6 2012	Year 7 2013	Year 8 2014	Year 9 2015	Total \$ Yr 2-9
Staffing Level (FTE)	9.07	10.23	9.71	9.69	9.91	9.97	10.10	10.24	—
Regulatory Program Activities*	\$676	\$828	\$833	\$853	\$945	\$954	\$991	\$1,030	\$7,109
CIP*	\$497	\$8,041**	\$722	\$1,231	\$1,318	\$1,269	\$1,361	\$1,457	\$15,896
Additional Activities*	\$1,463	\$1,722	\$1,557	\$1,587	\$1,557	\$1,750	\$1,782	\$1,814	\$13,232
Totals	\$2,636	\$10,591	\$3,112	\$3,671	\$3,820	\$3,973	\$4,134	\$4,301	\$36,238

\*Includes expenses, labor and benefit costs

\*\*Includes \$6.5 million for design and construction of a regional pond expansion in the Quilceda Basin which has been delayed.

This planning analysis shows that compared to what Marysville is currently allocating for surface water management, by Year 2015, through the end of the planning period, the City will need to:

- Increase staff by 1.17 FTE from 9.07 FTE to 10.24 FTE
- Increase annual regulatory compliance funding by \$354K from \$676K to \$1.03M
- With the exception of Year 3 (2009), fund CIP construction at an annual average level of approximately \$1.2 million.
- Continue to fund annual administrative, professional services, and overhead costs amounting to approximately \$1.81 million by 2015.

Through the end of the first Phase II Permit cycle, by Year 5 (2011), this SWM Program Gap Analysis indicates that annual funding needed for regulatory compliance and staff needs will need to rise to \$853K, a 26% increase over 2008. Also, by 2011 the City's annual SWM Program will need to increase staff by 7% by approximately 0.62 FTE from 9.07 FTE to 9.69 FTE, and increase annual total SWM Program funding by roughly 39% from about \$2.6M to about \$3.7M, in order to achieve regulatory compliance, meet CIP needs, and meet the obligations of other Marysville SWM Program activities.

A funding plan is not included in this Surface Water Comprehensive Plan. A funding plan is being developed by the City of Marysville.

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Planning Commission Recommendation for Development Regulation Amendment: Single Family Design Standards	AGENDA SECTION: Ordinance	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Staff Report 2. Planning Commission Minutes from 11/10/09 and 11/24/09. 3. Draft Ordinance.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Planning Commission has recommended approval of a draft code amendment to revise the provisions for single family design standards. The Planning Commission held a public hearing on November 24, 2009. The staff report, Planning Commission minutes and draft ordinance are attached.

RECOMMENDED ACTION: City staff recommends that the Marysville City Council approve the proposed ordinance.
COUNCIL ACTION:



**COMMUNITY DEVELOPMENT DEPARTMENT**

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

DATE: October 30, 2009

TO: Marysville Planning Commission

FROM: Gloria Hirashima, Community Development Director

SUBJECT: Single Family Design Standards

The City has employed single family design standards for small lot development for several years. Overall, design standards have made a marked difference in the way buildings are constructed in Marysville. Use of design standards for single family buildings has become more prevalent in Snohomish County as a result of public consternation over many higher density single family and condominium projects constructed within the past five years. These types of projects usually feature single family detached units, with a suburban neighborhood design and a density of 8-10 dus/acre. While there has been improvement in the overall design aesthetics of Marysville's single family neighborhoods, after reviewing the regulatory outcomes, staff is recommending some revisions to current code.

The recommended revisions would provide more flexibility for builders. The primary initial target of the single family design standards were single family houses placed on narrow lots (30-45 feet wide) which as a result, tended to have a streetscape dominated by the garage. The standards were intended to require design to reduce the effect. This has been successful overall in improving the overall appearance of much of the higher density single family housing occurring on narrow lots or sites (when condominium). On the other hand, in cases where the lot has sufficient width, some of the requirements are unnecessary and instead limit the design options for builders and result in unnecessary design plan revisions. So, while retaining the original goals, staff is recommending adding more alternatives to the prescriptive design standard so that flexibility is maintained for builders opting to add architectural elements and other features to the house.

#### **19.14.095 Small lot single-family dwelling development standards.**

The provisions of this section apply to building permits for single-family dwellings on lots having an area less than 75,000 square feet and single-family dwellings when multiple single-family dwellings are on a single lot, excluding accessory dwelling units; review will be done through the building permit process.

(1) It is the intent of these development standards that single-family dwellings on small lots be compatible with neighboring properties, friendly to the streetscape, and in scale with the lots upon which they are to be constructed. The director is authorized to promulgate guidelines, graphic representations, and examples of housing designs and methods of construction that do or do not satisfy the intent of these standards.

(2) Entry. Where lots front on a public or private street, the house shall have doors and windows which face the street. Houses should have a distinct entry feature such as a porch or weather-covered entryway with minimum dimensions of six feet by six feet; if the lot is less than 5,000 square feet the entry feature area shall be at least 60 square feet with no dimension less than six feet.

The director may approve any a street orientation or entryway with dimensions different than specified herein; provided, the entry visually articulates the front facade of the dwelling so as to create a distinct entryway, meets setback requirements, provides weather cover, has a minimum dimension of four feet, and is attached to the home.

(3) Alleys.

(a) If the lot abuts an alley, the garage or off-street parking area shall take access from the alley, unless precluded by steep topography. No curb cuts shall be permitted unless access from the alley is precluded by steep topography.

(b) The minimum driveway length may be reduced to between six and zero feet for garages when the following conditions are met:

(i) An alley is provided for access;

(ii) At least one off-street parking space, in addition to any provided in the garage, is provided to serve that dwelling unit and the stall(s) is conveniently located for that particular dwelling; and

(iii) The applicable total parking stall requirement is met.

(c) The rear yard setback may be reduced to zero feet to accommodate the garage.

(d) If the garage does not extend to the property line or alley, the dwelling unit above the garage may be extended to the property line or alley.

(e) Dwellings with a wall facing an alley must provide at least one window facing the alley to allow observation of the alley.

(4) Auto Courts.

(a) Auto courts are only allowed in a PRD.

(b) Auto courts provide ingress and egress to a cluster of no more than six dwellings and access from a nonarterial street. Auto court design must be consistent with the city's design guidelines for auto courts.

(c) Auto courts shall be no less than 20 feet in width; provided, that if emergency services access is required, the driving surface dimensions will comply with emergency vehicle access requirements.

(d) Auto courts shall be no greater than 150 feet in length, unless acceptable emergency vehicle turnaround is provided and designed so vehicles will not back onto public streets.

(e) Driveway length may be reduced to between three feet and six feet for garages when at least two parking spaces are provided for the unit in addition to the garage. The additional parking must be conveniently located to the dwelling.

(5) Facade and Driveway Cuts. If there is no alley access and the lot fronts on a public or private street, living space equal to at least 50 percent of the garage facade shall be flush with or projected forward of the garage, and the dwelling shall have entry, window and/or roofline design treatment which emphasizes the house more than the garage. ~~Driveway cuts shall not exceed 16 feet in width.~~ Where materials and/or methods, such as modulation, articulation, or other architectural elements such as porches, dormers, gables, varied roofline heights, the director or designee may waive or reduce the 50 percent standard. Driveway cuts shall be no more than 80% of the street frontage, provided that the director or designee may waive the 80% maximum if materials and/or methods to deemphasize the driveway, such as ribbon driveways, grasscrete surface, or accent paving are utilized.

(6) Privacy. Dwellings built on lots without direct frontage on the public street should be situated to respect the privacy of abutting homes and to create usable yard space for the dwelling(s). The review authority shall have the discretion to establish setback requirements that are different than may otherwise be required in order to accomplish these objectives.

(7) Individual Identity. Home individuality will be achieved by the following:

(a) Avoiding the appearance of a long row of homes by means such as angling houses, varied street setbacks, and varied architectural design features.

(b) Each dwelling unit shall have horizontal or vertical variation within each unit's front building face and between the front building faces of all adjacent units/structures to provide visual diversity and individual identity to each unit. Upon building permit application, a plot plan of the entire structure shall be provided by the builder to show compliance with this requirement. The director or designee shall review and approve or deny the building design which may incorporate variations in roof lines, setbacks between adjacent buildings, and other structural variations.

(c) The same building plans cannot be utilized on consecutive lots. "Flip-flopping" of plans is not permitted; provided, that upon demonstration to the director that the alteration of building facades would provide comparable visual diversity and individual identity to the dwelling units as different building plans, this provision shall not apply. Materials and/or methods which may be utilized to achieve visual diversity include, but are not limited to, use of differing siding material, building modulations and roofline variations.

(8) Landscaping. Landscaping of a size and type consistent with the development will be provided to enhance the streetscape. Landscaping will enhance privacy for dwellings on abutting lots and provide separation and buffering on easement access drives.

(9) Duplexes. Duplexes must be designed to architecturally blend with the surrounding single-family dwellings and not be readily discernible as a duplex but appear to be a single-family dwelling. (Ord. 2662 § 2, 2006; Ord. 2423 § 1, 2002).

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING MARYSVILLE MUNICIPAL CODE SECTION 19.14.095 RELATED TO SMALL LOT SINGLE FAMILY DEVELOPMENT STANDARDS.

WHEREAS, the City of Marysville has reviewed its small lot single family development standards; and

WHEREAS, the City of Marysville has reviewed its objectives related to design review on small lot single family building plans and determined that providing alternatives to a prescriptive regulation would increase design flexibility for builders while continuing to produce the desired outcome; and

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

Section 1. Chapter 19.14 MMC is hereby amended by amending MMC 19.14.095 to read as follows:

**19.14.095 Small lot single-family development standards.**

The provisions of this section apply to building permits for single-family dwellings on lots having an area less than 5,000 square feet and single-family dwellings when multiple single-family dwellings are on a single lot, excluding accessory dwelling units; review will be done through the building permit process.

(1) It is the intent of these development standards that single-family dwellings on small lots be compatible with neighboring properties, friendly to the streetscape, and in scale with the lots upon which they are to be constructed. The director is authorized to promulgate guidelines, graphic representations, and examples of housing designs and methods of construction that do or do not satisfy the intent of these standards.

(2) Entry. Where lots front on a public or private street, the house shall have doors and windows which face the street. Houses should have a distinct entry feature such as a porch or weather-covered entryway with minimum dimensions of six feet by six feet; if the lot is less than 5,000 square feet the entry feature area shall be at least 60 square feet with no dimension less than six feet.

The director may approve a street orientation or entryway with dimensions different than

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ord single family design stds\_2



specified herein; provided, the entry visually articulates the front facade of the dwelling so as to create a distinct entryway, meets setback requirements, provides weather cover, has a minimum dimension of four feet, and is attached to the home.

(3) Alleys.

(a) If the lot abuts an alley, the garage or off-street parking area shall take access from the alley, unless precluded by steep topography. No curb cuts shall be permitted unless access from the alley is precluded by steep topography.

(b) The minimum driveway length may be reduced to between six and zero feet for garages when the following conditions are met:

(i) An alley is provided for access;

(ii) At least one off-street parking space, in addition to any provided in the garage, is provided to serve that dwelling unit and the stall(s) is conveniently located for that particular dwelling; and

(iii) The applicable total parking stall requirement is met.

(c) The rear yard setback may be reduced to zero feet to accommodate the garage.

(d) If the garage does not extend to the property line or alley, the dwelling unit above the garage may be extended to the property line or alley.

(e) Dwellings with a wall facing an alley must provide at least one window facing the alley to allow observation of the alley.

(4) Auto Courts.

(a) Auto courts are only allowed in a PRD.

(b) Auto courts provide ingress and egress to a cluster of no more than six dwellings and access from a non-arterial street. Auto court design must be consistent with the city's design guidelines for auto courts.

(c) Auto courts shall be no less than 20 feet in width; provided, that if emergency services access is required, the driving surface dimensions will comply with emergency vehicle access requirements.

(d) Auto courts shall be no greater than 150 feet in length, unless acceptable emergency vehicle turnaround is provided and designed so vehicles will not back onto public streets.

(e) Driveway length may be reduced to between three feet and six feet for garages when at least two parking spaces are provided for the unit in addition to the garage. The additional parking must be conveniently located to the dwelling.

(5) Facade and Driveway Cuts. If there is no alley access and the lot fronts on a public or private street, living space equal to at least 50 percent of the garage facade shall be flush with or projected forward of the garage, and the dwelling shall have entry, window and/or roofline design treatment which emphasizes the house more than the garage. Where materials and/or methods such as modulation, articulation, or other architectural elements such as porches, dormers, gables varied roofline heights are utilized, the director or designee may waive or reduce the 50percent standard. Driveway cuts shall be no more than 80% of the lot frontage, provided that the director or designee may waive the 80% maximum if materials and/or methods to deemphasize the driveway, such as ribbon driveways, grasscrete surface, or accent paving are utilized.

(6) Privacy. Dwellings built on lots without direct frontage on the public street should be situated to respect the privacy of abutting homes and to create usable yard space for the

ORDINANCE - 2

ord single family design stds\_2

dwelling(s). The review authority shall have the discretion to establish setback requirements that are different than may otherwise be required in order to accomplish these objectives.

(7) Individual Identity. Home individuality will be achieved by the following:

(a) Avoiding the appearance of a long row of homes by means such as angling houses, varied street setbacks, and varied architectural design features.

(b) Each dwelling unit shall have horizontal or vertical variation within each unit's front building face and between the front building faces of all adjacent units/structures to provide visual diversity and individual identity to each unit. Upon building permit application, a plot plan of the entire structure shall be provided by the builder to show compliance with this requirement. The director or designee shall review and approve or deny the building design which may incorporate variations in roof lines, setbacks between adjacent buildings, and other structural variations.

(c) The same building plans cannot be utilized on consecutive lots. "Flip-flopping" of plans is not permitted; provided, that upon demonstration to the director that the alteration of building facades would provide comparable visual diversity and individual identity to the dwelling units as different building plans, this provision shall not apply. Materials and/or methods which may be utilized to achieve visual diversity include, but are not limited to, use of differing siding material, building modulations and roofline variations.

(8) Landscaping. Landscaping of a size and type consistent with the development will be provided to enhance the streetscape. Landscaping will enhance privacy for dwellings on abutting lots and provide separation and buffering on easement access drives.

(9) Duplexes. Duplexes must be designed to architecturally blend with the surrounding single-family dwellings and not be readily discernible as a duplex but appear to be a single-family dwelling. (Ord. 2662 § 2, 2006; Ord. 2423 § 1, 2002).

## Section 2. Severability.

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, City Clerk

ORDINANCE - 3  
ord single family design stds\_2

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

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

Effective Date (5 days after publication): \_\_\_\_\_

**ORDINANCE - 4**  
ord single family design stds\_2

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

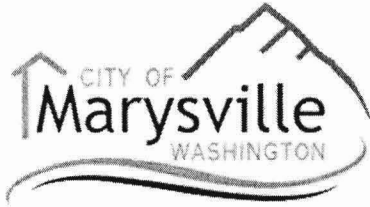
**CITY COUNCIL MEETING DATE: December 14, 2009**

AGENDA ITEM: Planning Commission Recommendation for Development Regulation Amendment: Temporary Uses	AGENDA SECTION: Ordinance	
PREPARED BY: Gloria Hirashima, Community Development Director	AGENDA NUMBER:	
ATTACHMENTS: 1. Staff Report 2. Planning Commission Minutes from 11/10/09 and 11/24/09. 3. Draft Ordinance.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Planning Commission has recommended approval of a draft code amendment to revise the provisions for temporary uses for sales trailers. The revision would allow a temporary use for a sales trailer within a subdivision. The Planning Commission held a public hearing on November 24, 2009. The staff report, Planning Commission minutes and draft ordinance are attached.

RECOMMENDED ACTION: City staff recommends that the Marysville City Council approve the proposed ordinance.

COUNCIL ACTION:



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

## MEMORANDUM

**DATE: November 5, 2009**  
**TO: Planning Commission**  
**FROM: Cheryl Dungan, Planning Manager – Land Use**  
**RE: Proposed revisions to MMC Section 19.44.080 – *Temporary uses – Permitted uses***

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Under existing code, real estate offices for new subdivisions are allowed in model or display homes only, and the use of temporary sales trailers is prohibited. The city used to allow the use of temporary sales trailers, however due to the lack of aesthetics, the placement of trailers within right-of-way and the problems this caused once homes began to be sold and occupied within the development, and the difficulty in getting them the temporary trailers removed, the code was revised to prohibit temporary sales trailers within new developments.

Due to the recent downturn in the economy, the city has received a developer request to allow the use of temporary sales trailers in subdivisions due to the difficulty of obtaining financing for model homes and the need to pre-sell lots prior to completion of home construction. The recommended revisions allow the utilization of sales trailers within new subdivisions subject to certain criteria and for a limited duration.

**19.44.080 Temporary uses – Permitted uses.**

(1) Permitted Uses. The following temporary uses and structures shall be allowed:

(a) A temporary dwelling for use as a residence by the owners of a lot during construction of a permanent residential structure on the lot. The temporary building need not comply with the requirements of the Uniform Building Code, but shall meet minimum health and safety standards prescribed by the building official. It shall be removed from the real estate upon completion of the permanent residential structure or after one year, whichever occurs first.

(b) A temporary structure for use by a contractor as a construction shed or office while he is building or remodeling a permanent structure on the same lot. The temporary structure shall not be open to the public. It need not comply with the requirements of the Uniform Building Code, but shall meet health and safety standards prescribed by the building official. It shall be removed from the lot upon completion of the permanent structure or after one year, whichever occurs first.

(c) A temporary structure erected on public property for special occasions such as parades, festivals or other public events; and temporary structures erected on public property to meet extraordinary needs of a public entity which affect the public health, safety or welfare. Such structures need not comply with the requirements of the Uniform Building Code, but shall meet minimum health and safety standards prescribed by the building official. They shall be removed at the conclusion of the special event or upon termination of the extraordinary public need.

(d) A temporary real estate sales office located in a model or display home, subject to the following conditions:

(i) If situated in a residential zone, the office may only be used for sale activities related to the plat in which it is located;

(ii) If situated in a commercial zone, the office may only be used for sales related to the model or display home itself;

~~(iii) Within a period of one year, the use of the building for a temporary real estate sales office shall terminate, and the building shall be used exclusively thereafter for uses permitted within that zone, and shall meet all building and fire codes applicable thereto, or shall be immediately removed.~~

(e) Until December 31, 2011, a temporary real estate office may be located in a temporary structure erected on an existing lot within a residential subdivision subject to the following conditions:

(i) The temporary real estate office may be used only for sale activities related to the plat in which it is located;

(ii) The temporary real estate has access to an ADA accessible restroom located adjacent to the sales trailer,

(iii) American Disabilities Act (ADA) accessibility is provided to the temporary unit. General site, accessible routes and building elements shall comply with ICC/ANSI A117.1-2003 or current edition;

The temporary real estate office shall meet all applicable building and fire codes, or shall be immediately removed;

(iv) The temporary real estate office shall be removed immediately upon the sale of the last lot within the subdivision or December 31, 2011, whichever comes first.

(2) Conditional Uses. Because of their size or effect upon surrounding property, the following uses of land may be permitted in any zone allowing residential uses only upon issuance of a conditional use permit. The permit shall not be granted where conditions cannot be imposed which are sufficient to protect public health, safety and welfare:

(a) Temporary dwelling upon the same, or if necessary, contiguous lot (which for this purpose shall become a part of the principal lot) as the principal dwelling for use by only a relative by blood or marriage of the occupants of the principal dwelling, where such relative is to receive from, or administer to, the principal dwelling occupant continuous care and assistance necessitated by advanced age or infirmity, subject to the following minimum conditions:

(i) The permit shall not be granted where other provisions of city ordinance provide a reasonable alternative for meeting the need for the dwelling;

(ii) The need for such continuous care and assistance shall be attested to in writing by a licensed physician;

(iii) The temporary dwelling shall be occupied by not more than two persons;

(iv) Use as a commercial residence is prohibited;

(v) The temporary dwelling shall be situated not less than 20 feet from the principal dwelling on the same lot and shall not be located in any required yard of the principal dwelling;

(vi) A current vehicular license plate, if applicable, shall be maintained during the period of time the temporary unit is situated on the premises;

(vii) Adequate screening, landscaping or other measures shall be provided to protect surrounding property values and ensure compatibility with the immediate neighborhood;

(viii) An annual building or mobile home permit renewal for the temporary dwelling shall be required, at which time the property owner shall certify, on a form provided by the planning department, to the continuing need for the temporary dwelling and, in writing, agree that such use of the property shall terminate at such time as the need no longer exists. (Ord. 2131, 1997).

Plan. Commissioner Leifer questioned the pipes running down 51<sup>st</sup> and how those would be constructed. Mr. Nielsen responded that that aspect had not been determined; adding that the funding would come from surface water fees and bonds.

Chair Muller questioned why there was a difference in the necessary size of ponds and related acreage. Commissioner Emery and Mr. Nielsen responded that discharge was being handled by the ponds as well as the creek. Chair Muller questioned public access to the pond, would it be fenced off? Ms. Hirashima stated that it would be open and could have a trail developed on it. Chair Muller questioned a timeline if the permit is obtained. Ms. Hirashima replied that the City would like to see an agreement from the land owners before moving forward. She felt that it was important to continue to move forward regardless of the current economy.

Commissioner Emery questioned if the land owners were on board with this project. Ms. Hirashima responded that at this point they seemed to be but they were concerned about cost.

Commissioner Leifer questioned if there was any potential for low impact development in the area. Mr. Nielsen responded that that possibility would be available in the area, but it would depend on the use of the land. Ms. Hirashima added that a certain amount of this type of development was built into this plan.

**Revisions to Section 19.44.080 MMC, *Temporary Uses-Permitted Uses*, relating to temporary sales trailer regulations-proposed ordinance**

Ms. Dungan overviewed the current code in place and the history behind the use of sales trailers. She explained that given the current economic situation, there had been requests from developers to allow the temporary sales trailers. She explained the two changes being proposed. Commissioner Emery was concerned about enforcing the removal of these types of dwellings. He felt that since there had been problems in the past and these dwellings were prohibited because of those problems, what would be different now. Ms. Hirashima responded that it wasn't that laws were being disobeyed; there just weren't any provisions for length of time they could remain in the previous code.

Chair Muller questioned if any architectural requirements needed to be put in place. Ms. Dungan replied that she thought the costs of this might be detrimental. Chair Muller was concerned that with no standards, adding that you might get some very unattractive units. He stated that he thought there should be some minimum standards.

Commissioner Emery felt that provisions had already been made as far as extension of permits and lowering school mitigation fees, how far did the City need to go to accommodate developers. Chair Muller understood that it was difficult to get financing for model homes and that these trailers would make it easier; emphasizing that he really felt that some minimum standards should be put in place.



Commissioner Andes questioned what was in place to make sure that the construction shacks were removed. Ms. Dungan responded that they were currently permitted, but with no limitations on time.

**Revisions to Section 19.14.095 MMC, *Small lot single-family dwelling standards-* proposed ordinance**

Ms. Hirashima overviewed the existing standards and that she felt that they had been very beneficial, but that there were some things that needed to be updated or changed to make sure that the quality of the building was being improved. She gave a briefing of the proposed changes including lot size adjustment and the provisions for more flexibility. Public and private streets were being proposed to be included in the standards.

**Continuation of Discussion: Citizen initiated Comp Plan Amendment (Brutus)**

Mr. Holland discussed the options that the Commission had suggested at the previous meeting. He overviewed each alternative that had been proposed by the Commission; noting staffs stance on each.

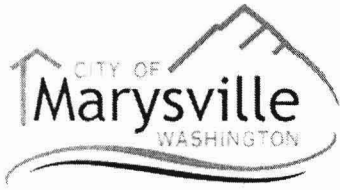
Chair Muller questioned the proposed detention pond and if all parties involved are being treated fairly. Ms. Hirashima interjected that as this area had been studied, it has become more apparent and more important to make sure that this area is studied and planned as a whole since it is all interconnected in so many ways. Differences in Option 1 and 7 were discussed. Commissioner Leifer questioned if any studies had been done based on what zoning was assigned and the associated value of the area.

Commissioner Emery felt that option 7 would be most appropriate; allowing the applicant a possible chance for development if the proposed pond is not erected. Commissioner Andes felt that it would be better to just leave it alone. Mr. Holland stated that it would be set for Public Hearing in the beginning of December.

**Continuation of Discussion: Sign Code**

Mr. Holland recapped where the Commission had left off at the previous meeting. He overviewed the additions to the sign code since the last meeting. Commissioner Emery didn't feel that the City should have to pay to pick up the signs. Mr. Holland stated that most jurisdictions don't have provisions for fines for illegal sign use in their code. Chair Muller proposed an alternative way to enforce this. Commissioner Emery suggested limiting the number of signs to three and mandating the distance allowed. Commissioner Emery felt that these signs were in such excess that it was becoming litter and Chair Muller agreed.

Chair Muller was concerned about the live people and that they could become a potential safety threat as far as obstruction of sight. Commissioner Emery also had a safety concern regarding the wooden stakes being left behind from the signs. Many seemed to be broken off and he was worried that kids could trip on them or pick them up and use them as "toys". Commissioner Andes suggested obtaining a permit for the live signs so that people are



## MARYSVILLE PLANNING COMMISSION

**November 24, 2009**

**7:00 p.m.**

**City Hall**

### CALL TO ORDER

Chairman Muller called the November 24, 2009 meeting of the Marysville Planning Commission to order at 7:03 p.m. noting the excused absence of Eric Emery and Becky Foster. The following staff and commissioners were present:

**Chairman:** Steve Muller

**Commissioners:** Jerry Andes, Steve Leifer, Michael Stevens, Deirdre Kvangnes,

**Staff:** Community Development Director Gloria Hirashima, Senior Planner Chris Holland, Associate Planner Angela Gemmer, Recording Secretary Amy Hess

**Absent:** Eric Emery, Becky Foster

### APPROVAL OF MINUTES:

November 10, 2009

**Motion** made by Commissioner Stevens, seconded by Commissioner Kvangnes to approve the November 10, 2009 meeting minutes as presented. Motion carries, (5-0).

### PUBLIC HEARING:

Ms. Hirashima stated that the Hearing had been advertised per code. She then began an overview the Single Family Design Standards. She explained that the existing codes had been producing good results, but that there were areas for improvement. The proposed revisions would provide for more flexibility to builders and their designs, she added. She briefed each proposed revision in detail.

Chair Muller opened the hearing for public testimony.

Seeing none, he closed the hearing.

Commissioner Stevens questioned the square footage revision in paragraph one. He thought that the wording was a little confusing. Ms. Hirashima said that it would be corrected to be clearer.

**Motion** made by Commissioner Kvangnes, seconded by Commissioner Andes to forward the Amendment to MMC 19.414.095 to the City Council as amended. Motion carries, (5-0).

Ms. Hirashima explained the proposed amendment to MMC 19.44.080 regarding *Temporary Uses-Permitted Uses*. She pointed out that the proposed revision would only be in place until December 31, 2011. She also mentioned the changes suggested by the Planning Commission and how those suggestions had been incorporated into the draft.

Chair Muller opened the hearing for Public Testimony.

Aaron Metcalf 505Cedar Ave. Marysville WA 98270

Mr. Metcalf represents Belmark Homes and stated that Staff has been great about working with them on getting a temporary sales trailer in place. He explained that they really intended this to be temporary and that it was a trailer rented and it would not be painted and that he would not be able to attach anything to it. He mentioned that the landscaping requirements in the planter strip would be addressed as required with street trees etc. He did not feel that the decking and landscaping requirements would be reasonable for the temporary nature of this trailer.

Chair Muller explained the Commissions suggestions and the intent behind them; adding that they were intended to make it more aesthetically pleasing not to become a hardship of any sort. Mr. Metcalf responded that they were already putting a lot into this project and that this was a construction site with mud, debris piles, etc. Mr. Metcalf wanted to make sure that the Commission understood the nature of the trailer. Chair Muller responded that they wanted to make sure that there were at least minimum requirements in place regarding these trailers.

Commissioner Andes questioned how much it would cost to dig a hole and put the trailer in at grade. Mr. Metcalf responded that the problem was that the trailer was already in place. Chair Muller added that the ADA required ramp would probably meet the decking requirements proposed. Changing the language to a minimum square footage of landing to suffice the decking requirements was suggested. Commissioner Stevens questioned how people knew that this was a sales office. Mr. Metcalf responded by the use of A-boards. Chair Muller reiterated that his concern was if things hadn't turned around by the sunset date that these types of dwellings might not go away. He wanted to make sure that the permanence was addressed.

Public Testimony was closed. Commissioner Andes stated that he was in agreement with Chair Muller that he thought these dwellings would look a little nicer. Chair Muller again stated that he did not see the market changing any time in the near future and that these trailers may need to be around longer. He added that he wasn't sure why there was a requirement to hook these dwellings up to water and sewer. Ms. Hirashima responded that it was a carry-over from the model home requirements and that ultimately it would act as a way to get them out. There was discussion regarding the product going in at this development.

Commissioner Leifer thought that we needed to look at why the Commission was even considering allowing these dwellings. He didn't think that adding a deck and putting a few bushes around it would make it look any better. He didn't think it was necessary. Chair Muller responded that the City had a duty to the public to make sure these were aesthetically pleasing. Commissioner Kvangnes stated that she felt that the proposed trailer was unattractive but that that would not stop her from buying a home in that development. She did state that she agreed with Chair Muller about the potential that these would need to be in place longer. Chair Muller was concerned about other projects that might put a camper or beat up mobile home as a temporary sales trailer. Commissioner Stevens didn't think that the plants would help and that it was silly to think of this as a permanent structure. He didn't feel that it made sense to "doll up" a temporary structure.

Commissioner Leifer discussed the "cracker box" houses that someone decided to add some expensive architectural features and how out of place they looked as a good comparison to these dwellings. Chair Muller responded that this was not a job shack; it was a sales office that is a business open to the public. Commissioner Leifer responded that there were probably multiple job shacks on the project site, why try to "doll up" one of them. Chair Muller felt that he was being an advocate to the developers as he thought that these trailers were going to be necessary for longer than the proposed sunset date of December 31, 2011 given the current state of the economy.

Mr. Metcalf stated that his interpretation of a deck was that it would be required to be constructed around the entire trailer and there would be a large expense that would be associated. He concurred that the 5' by 5' landing was doable. He didn't like the landscaping requirements as they would already be installing planter strips with trees, shrubs and sod. Mr. Metcalf explained that his interpretation was not matching up with what the Commission was discussing. He agreed with Commissioner Leifer that there would be other job trailers around the site that looked exactly like this one.

Ms. Hirashima stated that she felt that this was a case of "lipstick on a pig" and "dolling up" these dwellings was unnecessary; Commissioner Leifer and Commissioner Stevens were in complete agreement. Commissioner Andes questioned where the sod and street trees Mr. Metcalf mentioned would be located.

Chair Muller insisted that it is not a job shack, but that it is a sales office and should have at least minimum standards. Commissioner Leifer felt that if the economy continues the way it is, this type of dwelling will become a non issue. He thought that we should not be prohibitive of people who are willing to develop projects. Chair Muller thought that the existing code dictated how these dwellings were constructed. There was discussion regarding costs of temporary dwellings and quasi-permanent dwellings.

**Motion** made by Commissioner Stevens to strike Item E-4 and reword Item E-2 leaving only the ADA Requirements and removing all other requirements. Motion seconded by Commissioner Andes.

Commissioner Kvangnes questioned that by striking Item 4 completely, could the Commission revisit this if things changed. It was decided that these could be revisited if and when necessary. The landscaping bonding issue was discussed.

Motion carries, (5-0).

## **NEW BUSINESS:**

### **Historic Property Special Valuation**

Ms. Gemmer gave an overview of the application submitted to the County Assessor. She described some of the improvements and rehabilitation that had taken place in the Opera House. She stated that the documentation provided seemed to fall within the allotted time line.

**Motion** made by Commissioner Kvangnes to forward application to City Council for review, seconded by Commissioner Andes. Motion carries, (5-0).

### **Sign Code**

Mr. Holland discussed where the Commission had left off at the previous meeting. There was discussion regarding back lit signs. A back lit sign definition included in the code was suggested. Mr. Holland explained the provision added regarding removal and disposal of illegal temporary signs as well as charging the owner of the signs to be charged for the removal and disposal.

The proposed amortization schedule for billboards was discussed by Mr. Holland. There would be a 3 year moratorium for these types of signs requiring removal at the end of that period. Commissioner Stevens questioned who paid to remove the signs. Mr. Holland responded that he was unsure but that he thought it would be the owner of the property or the sign; it would be a case by case situation.

Electronic message boards were discussed; there were currently no provisions in the code for these types of signs. The draft code would not prohibit changeable signs, but would prohibit animation. Chair Muller questioned why animation was being prohibited. Mr. Holland responded that it was a safety issue; these types of signs are very distracting to drivers. Ms. Hirashima explained how the definition of electronic signs was developed. These types of signs are today's technology and Staff felt that it needed to be directly addressed in the code. Chair Muller questioned the brightness of electronic signs. Mr. Holland responded that it had been left general, but that it could be revisited and refined to be more specific. Sign size limitations were discussed.

Existing code regarding non-conforming signs was discussed. Mr. Holland overviewed the proposed changes to this portion of the code. Chair Muller questioned how existing signs would be affected in a situation such as Shell becoming Texaco. Mr. Holland responded that copy changes such as these would require a non-conforming sign to come down. Proximity to freeway and signage provisions near the freeway was discussed.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON  
AMENDING MARYSVILLE MUNICIPAL CODE SECTION 19.14.080 RELATED  
TO TEMPORARY USES-PERMITTED USES.

WHEREAS, the City of Marysville has reviewed its regulations for temporary uses as it pertains to temporary real estate sales offices; and

WHEREAS, in recognition of the national economic crisis and financing issues related to new building construction, the City has investigated mechanisms to reduce the capital investment associated with temporary real estate sales offices within subdivisions; and

WHEREAS, these provisions will provide relief for developers and builders and potentially allow increased marketing efforts associated with new home sales early in the building construction; and

WHEREAS, these provisions will be in effect for a temporary period, through December 31, 2011; and

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

Section 1. Chapter 19.44 MMC is hereby amended by amending MMC 19.44.080(d) and (e) to read as follows:

(d) A temporary real estate sales office located in a model or display home, subject to the following conditions:

(i) If situated in a residential zone, the office may only be used for sale activities related to the plat in which it is located;

(ii) If situated in a commercial zone, the office may only be used for sales related to the model or display home itself.

(e) Until December 31, 2011, a temporary real estate office may be located in a

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temporary structure erected on an existing lot within a residential subdivision subject to the following conditions:

(i) The temporary real estate office may be used only for sale activities related to the plat in which it is located;

(ii) The temporary real estate has access to an ADA accessible restroom located adjacent to the sales trailer,

(iii) American Disabilities Act (ADA) accessibility is provided to the temporary unit. General site, accessible routes and building elements shall comply with ICC/ANSI A117.1-2003 or current edition;

The temporary real estate office shall meet all applicable building and fire codes, or shall be immediately removed;

(iv) The temporary real estate office shall be removed immediately upon the sale of the last lot within the subdivision or December 31, 2011, whichever comes first.

Section 2. Severability.

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF MARYSVILLE

By \_\_\_\_\_  
DENNIS L. KENDALL, Mayor

ATTEST:

By \_\_\_\_\_  
TRACY JEFFRIES, City Clerk

Approved as to form:

By \_\_\_\_\_

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GRANT K. WEED, City Attorney

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

Effective Date (5 days after publication): \_\_\_\_\_

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