

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Juror Appreciation Week Proclamation

B. State of the Court

Discussion Items

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

1. Consider the April 3, 2017 City Council Work Session Minutes

Consent

2. Consider the April 19, 2017 Claims in the Amount of \$854,390.16; Paid by EFT Transactions and Check Numbers 116112 through 116301 with Check Number 115837 Voided

3. Consider the April 20, 2017 Payroll in the Amount \$1,013,660.02; Paid by EFT Transactions and Check Numbers 30695 through 30720

Review Bids

Public Hearings

4. Consider 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 2018 (Public Hearing May 8, 2017)

New Business

5. Consider the Public Works Contract with Backstrom Curb and Sidewalk, Inc. in the Amount of \$37,125.00 plus Sales Tax of 9.10% in the Amount of \$3,378.37 for a Total Project of \$40,503.37

6. Consider the Master Permit Agreement with Maryfest Inc. to Permit All Activities within the Proposed Schedule of Events Offered June 11-June 18, 2017

7. Consider the Banking Services Agreement

Marysville City Council Work Session**May 1, 2017****7:00 p.m.****City Hall**

8. Consider a **Resolution** Amending Bid and Purchasing Policy and Repealing Resolution No. 2327

9. Consider an **Ordinance** Updating the City's Development Regulations and Amending Sections 22A.020.150, 22C.010.080, 22C.010.090, 22C.020.060, 22C.220.060, and 22C.220.070 of the Marysville Municipal Code

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

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

Reconvene**Adjournment**

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

A



PROCLAMATION

Declaring May 1-5, 2017, as Marysville Juror Appreciation Week

WHEREAS, the right to trial by a jury of one’s peers is an important and unique part of our system of justice, and a cornerstone of our form of government; and

WHEREAS, the Sixth and Seventh Amendments to the Constitution preserve the right to trial by jury and give the jury the responsibility to defend, with its verdict, all other individual rights enumerated or implied by the U.S. Constitution, including its Amendments; and

WHEREAS, the state of Washington (in Article I, Section 21 of the Washington Constitution) recognizes these rights as true and unalienable; and

WHEREAS, it is important to recognize the vital role played by the nearly 300 citizens who are summoned and those who take time away from their families and businesses to serve as jurors each year in Marysville, and

WHEREAS, The Marysville Municipal Court expresses its appreciation to the employers and business owners who know the value of allowing their employees to perform their civic duty and serve as jurors;

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE on behalf of the City Council and our community do hereby proclaim May 1-5, 2017, as

Juror Appreciation Week

in the City of Marysville and further extend appreciation to our citizens for the vital service they perform when they represent our community as jurors.

Under my hand and seal this 1st day of May, 2017.

THE CITY OF MARYSVILLE

Mayor Jon Nehring

Index #1

COUNCIL



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MINUTES

Regular Meeting
April 3, 2017

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

- Mayor:** Jon Nehring
- Council:** Steve Muller, Rob Toyer¹, Jeff Seibert, Michael Stevens, Jeff Vaughan, and Donna Wright
- Absent:** Kamille Norton
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, Deputy City Attorney Colin Olivers, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

Mayor Nehring stated that Councilmember Norton was out of town and had requested an excused absence.

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

Councilmember Vaughan commented that Councilmember Toyer had informed him he would be arriving a little late.

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

¹ Councilmember Toyer arrived at 7:03 p.m.

Committee Reports

Presentations

A. Premier Golf Annual Report 2016

Jim Ballew welcomed the representatives from Premier Golf and Cedarcrest for their annual report on Cedarcrest Golf Course as required by the contract: Bill Schickler, President; Beth Hagen, Chief Financial Officer; Matt Amundsen, Director of Operations; and Shane Day, General Manager. Mr. Schickler made the PowerPoint presentation which was distributed at the meeting reviewing highlights of 2016 and financial performance of 2016 and comparative numbers from 2014-2016.

Councilmember Muller asked if they see an increase in revenues at courses with driving ranges when it rains. Mr. Schickler replied that they do see more activity at driving ranges when it rains.

Councilmember Muller asked about the golf cart path. Director Ballew replied that there are some issues with the path that need repairs in the amount of about \$100,000. There is also a 30-year old irrigation system that needs to be replaced at a cost of about \$30,000. Those items will be coming to Council this year. He informed the Council that there was another theft at the course last night so they will be looking at alarming the facility differently. Staff is very pleased with the progress at the golf course. He thanked staff and Premier for their excellent work. Mayor Nehring concurred.

Discussion Items

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

1. Consider the March 6, 2017 City Council Meeting Minutes

Consent

2. Consider the March 22, 2017 Claims in the Amount of \$804,109.89; Paid by EFT Transactions and Check Numbers 115506 through 115689 with No Checks Voided
3. Consider the March 29, 2017 Claims in the Amount of \$324,508.30; Paid by EFT Transactions and Check Numbers 115690 through 115822 with No Checks Voided

Review Bids

4. Consider the Contract Award for the Grove Street Improvement Project

Director Nielsen stated that the apparent low bidder is SRV construction which is about \$50,000 under the engineer's estimate. This will be updated in the packet. This will be to replace the sewer from 3rd Street to Grove Street and overlay the road.

5. Consider an **Ordinance** of the City of Marysville, Washington, Updating the City's Development Regulations and Amending Sections 22A.020.050, 22A.020.070, 22A.020.200, 22C.010.060, 22C.010.070, 22C.010.090, 22C.010.210, 22C.010.220, 22C.020.060, 22C.020.070, 22C.020.190, 22C.130.030, 22C.160.080, 22G.080.100, AND 22A.010.160 of the Marysville Municipal Code

Senior Planner Angela Gemmer explained that in response to concerns raised by Council at the last meeting about the allowable heights staff is proposing two options. The first would allow flagpoles to be up to 25' tall in all single family and multifamily zones. The second option would be to allow flagpoles up to 25' tall in all single family zones and up to 35' tall in all multifamily zones, but if you have a single family residence or a duplex in a multifamily zone they would apply the 25-foot limitation.

Councilmember Muller spoke to the need to keep it simple, but stated that property size should come into play and that larger pieces of property should be able to have taller poles.

Councilmember Seibert suggested measuring from grade not the size of the pole. He agreed with having the size of the property being a factor. He stated that larger sized properties should be able to have taller poles because it is more in the scale of their yard, but suggested having a requirement for larger setbacks for taller poles.

Councilmember Muller asked CAO Hirashima for her opinion. She stated that this has not been an issue. She recommended keeping it simple and spoke to the reasoning for the 25' height limit in some zones and 35' in others.

After some discussion there appeared to be consensus to have the limits set at 25' at grade for single family, 35' for multifamily, and then if a residence is on an acre or larger it could have a taller pole.

Senior Planner Gemmer stated that in the Accessory Structure code they have a provision that gives the Director discretion to accommodate minor increases in height in certain circumstances. If that is something the Council desires staff could provide language that gives the Director discretion to allow for minor deviations in certain situations. There was discussion about the size lot to which this would apply and about the actual size of "acre" lots.

Senior Planner Gemmer referred to the suggestion to have larger setbacks on sites that have taller poles. She asked if Council wanted this to apply to setbacks from side and back property lines as well as the front setbacks. The typical side yard setbacks are only five feet. Councilmember Muller suggested 20' setbacks. Councilmember Seibert

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suggested that, for safety purposes, the setback should be equivalent to the height of the pole from all property lines.

Councilmember Vaughan asked if it would make more sense for the Planning Commission to revisit this since the Council is reworking this so much. CAO Hirashima commented that the Council is able to revise it without sending it back to the Planning Commission, but if they made more substantial changes it might be a good idea to send it back. She thought adjusting the height and setback limits was fine for the Council to do.

New Business

6. Consider the Professional Services Agreement for the State Avenue Widening Project from 100th St NE and 116th Street NE

Director Nielsen stated that this is a PSA with HDR Incorporated for the design and right-of-way acquisition for State Avenue from 100th to 116th. TIB contributed about \$1.3 million. The PSA is coming in a little more than \$1.5. Legal has reviewed this and will be signing the PSA.

7. Consider a **Resolution** Appointing the City Clerk as the Agent to Receive Claims for Damages Pursuant to RCW 4.96.020

Deputy City Attorney Olivers had no additional comments on this.

Legal

Mayor's Business

- Thanks to Public Works and everybody involved in 3rd Street. It is looking great.
- Fitness Evolution ribbon cutting was a great event.
- It was nice to have Governor Inslee in town. The STEM students were able to show him the projects they were working on.

Staff Business

Chief Smith had no comments.

Chief McFalls also had no comments.

Connie had no comments.

Jim Ballew:

- The craft show will be held this weekend.
- The Opera House event is almost sold out.
- The senate budget includes the waterfront trail and Olympic View Park.

Kevin Nielsen stated that the pedestrian crossing work will begin soon. Staff has been keeping busy with projects.

Dave Koenig had no comments.

Sandy Langdon had no comments.

Colin Olivers requested an Executive Session to consider one item related to the purchase of real estate for five minutes with action.

Gloria Hirashima had no comments.

Call on Councilmembers

Steve Muller had no comments.

Rob Toyer had no comments.

Donna Wright had no comments.

Jeff Seibert asked staff to bring the EMS levy back to Council for discussion.

Jeff Vaughan had no comments.

Michael Stevens asked if there is a place for citizens to get more information about the State Avenue widening. Director Nielsen replied that staff would put a conceptual layout online when more of the details have been determined.

Council recessed at 7:47 p.m. for two minutes and reconvened in Executive Session for five minutes to discuss one item related to the purchase of real estate.

Executive Session

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

Executive Session ended and public meeting reconvened at 7:54 p.m.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to accept the terms of the counter-offer made by Glen and Marie Kieso and authorize the Mayor to execute a revised purchase and sale agreement reflecting substantially similar terms. **Motion** passed unanimously (6-0).

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Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:54 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

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Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 8, 2017

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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the April 19, 2017 claims in the amount of \$854,390.16 paid by EFT transactions and Check No. 116112 through 116301 with Check No. 115837 voided.</p> <p>COUNCIL ACTION:</p>

**CLAIMS
FOR
PERIOD-4**

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 **\$854,390.16 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 116112 THROUGH 116301 WITH CHECK NO. 115837 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 **8th DAY OF MAY 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 4/13/2017 TO 4/19/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
116112	REVENUE, DEPT OF	1ST QTR LEASEHOLD TAX 2017	PARK & RECREATION FAC	243.97
	REVENUE, DEPT OF		GMA - STREET	365.94
	REVENUE, DEPT OF		GOLF COURSE	753.88
	REVENUE, DEPT OF		GENERAL FUND	1,547.23
116113	FIRST AMERICAN TITLE	EARNEST MONEY-1408 1ST STREET	NON-DEPARTMENTAL	1,000.00
116114	REVENUE, DEPT OF	SALES AND USE TAXES	COMMUNITY DEVELOPMENT-	7.42
	REVENUE, DEPT OF		CITY CLERK	8.65
	REVENUE, DEPT OF		INFORMATION SERVICES	27.60
	REVENUE, DEPT OF		POLICE ADMINISTRATION	38.36
	REVENUE, DEPT OF		RECREATION SERVICES	71.19
	REVENUE, DEPT OF		GOLF ADMINISTRATION	151.18
	REVENUE, DEPT OF		CITY STREETS	422.21
	REVENUE, DEPT OF		ER&R	566.40
	REVENUE, DEPT OF		GENERAL FUND	602.36
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,180.85
	REVENUE, DEPT OF		GOLF COURSE	3,054.08
	REVENUE, DEPT OF		STORM DRAINAGE	5,000.15
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	21,104.39
	REVENUE, DEPT OF		UTIL ADMIN	64,264.60
116115	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		CITY HALL	1,217.81
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,510.09
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
116116	AEROMIX SYSTEMS INC	TORNADO PROPELLER KITS	WATER/SEWER OPERATION	-258.20
	AEROMIX SYSTEMS INC		WASTE WATER TREATMENT F	3,095.52
116117	ANDERSON, DANA & RIT	UB 960830000000	WATER/SEWER OPERATION	47.09
116118	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	92.50
116119	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	40.71
116120	ASSN OF WA CITIES	CONFERENCE-LANGDON	FINANCE-GENL	320.00
116121	ATIMS	JIMS ANNUAL MAINTENANCE	GENERAL FUND	-442.90
	ATIMS		DETENTION & CORRECTION	5,309.90
116122	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	222.30
116123	BARTL, CRAIG	PER DIEM 5/9-5/12	POLICE INVESTIGATION	154.50
116124	BENS CLEANER SALES	SPRAY BAR AND NOZZLE	SIDEWALKS MAINTENANCE	297.74
116125	BICKFORD FORD	DIAGNOSE AND REPAIR #J022	EQUIPMENT RENTAL	644.48
116126	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	736.14
	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	868.14
116127	BMI	2017 SUMMER CONCERT SERIES LIC	RECREATION SERVICES	342.00
116128	BOB BARKER COMPANY	JAIL/INMATE SUPPLIES	DETENTION & CORRECTION	861.69
116129	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
	BOUFFIOU, VALERIE		MUNICIPAL COURTS	1,295.00
116130	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,700.00
116131	BRACKEN, MONICA	UB 985028000002	WATER/SEWER OPERATION	324.79

**CITY OF MARYSVILLE
 INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
116132	BROWNS PLUMBING	GASKETS AND SEATS	PARK & RECREATION FAC	130.61
116133	CALVARY CHAPEL MARYS	UB 040552030000	WATER/SEWER OPERATION	21.73
116134	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	45.00
116135	CASCADE COLLISON	REPAIR VEHICLE DAMAGE #P170	EQUIPMENT RENTAL	2,696.30
116136	CENTRAL WELDING SUPP	SWEATSHIRTS AND SAFETY VESTS	ER&R	437.14
116137	CHAMPION BOLT	SHOP TOOLS AND SUPPLIES	SMALL ENGINE SHOP	82.35
116138	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
116139	CONTE, STEPHANIE	UB 095613148000	WATER/SEWER OPERATION	213.46
116140	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	167.99
116141	CORDANT	UA CUPS	GENERAL FUND	-11.69
	CORDANT		PROBATION	140.09
116142	CORRECTIONS, DEPT OF	WORK CREW FEB 2017	PARK & RECREATION FAC	160.47
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	539.73
116143	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	157.44
116144	COUNTRY GREEN TURF	SOD	PARK & RECREATION FAC	301.20
116145	CRAIG, LINDSAY	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
116146	DARLING, JESS A	RECOVERY CONTRACT #253 SEWER	WATER-UTILITIES/ENVIRONM	-25.00
	DARLING, JESS A		WATER/SEWER OPERATION	105.02
116147	DAY WIRELESS SYSTEMS	PS/SERS TOWER INSPECTION	WATER RESERVOIRS	1,050.09
	DAY WIRELESS SYSTEMS		WASTE WATER TREATMENT F	1,050.09
116148	DE-EL ENTERPRISES	BLINDS	POLICE ADMINISTRATION	428.76
116149	DENHAM, ABIGAILE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
116150	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-14341	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-14560	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-14762	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-13912	POLICE PATROL	150.01
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	185.47
116151	DISHMAN, CHRIS	UB 420761610003	WATER/SEWER OPERATION	37.10
116152	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.50
116153	DWAYNE LANES DODGE	REPAIR CREDIT-WARRANTY	EQUIPMENT RENTAL	-168.78
	DWAYNE LANES DODGE	PROGRAM KEYS #V040	EQUIPMENT RENTAL	331.21
116154	E&E LUMBER	PAINT TRAY CREDIT	PARK & RECREATION FAC	-16.67
	E&E LUMBER	WALL PLATES	PARK & RECREATION FAC	2.02
	E&E LUMBER	TAPE	PARK & RECREATION FAC	6.80
	E&E LUMBER	FASTENERS	FACILITY REPLACEMENT	9.12
	E&E LUMBER	STEEL WOOL AND WD-40	PARK & RECREATION FAC	14.03
	E&E LUMBER	CONNECTORS	PUBLIC SAFETY BLDG	15.69
	E&E LUMBER	BULBS	PARK & RECREATION FAC	16.35
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	16.67
	E&E LUMBER	PAINT TRAY	PARK & RECREATION FAC	16.67
	E&E LUMBER	ADAPTER	PARK & RECREATION FAC	16.74
	E&E LUMBER	VALVE AND CLAMP	PARK & RECREATION FAC	26.58
	E&E LUMBER	TRAY, CADDY AND ENDUST	TRANSPORTATION MANAGEM	33.47
	E&E LUMBER	BLADES AND BITS	PARK & RECREATION FAC	37.97
	E&E LUMBER	DOOR STOPS AND DOOR KNOB	PARK & RECREATION FAC	42.49
	E&E LUMBER	ELBOW AND ADAPTER	PARK & RECREATION FAC	43.19
	E&E LUMBER	CEILING REPAIR MATERIALS	PARK & RECREATION FAC	72.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2017 TO 4/19/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
116154	E&E LUMBER	LUMBER AND FASTENERS	PARK & RECREATION FAC	89.12
	E&E LUMBER	NAIL GUN, NAILS, OIL AND TAPE	FACILITY MAINTENANCE	123.68
	E&E LUMBER	FENCING AND BRACKETS	STORM DRAINAGE	170.59
	E&E LUMBER	SIDING AND BLADE	PARK & RECREATION FAC	185.73
	E&E LUMBER	GRAFFITI SUPPLIES	ROADSIDE VEGETATION	188.51
116155	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	649.15
116156	EDGAR, JILL	REFUND CLASS FEES	PARKS-RECREATION	40.00
	EDGAR, JILL		PARKS-RECREATION	50.00
116157	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	105.76
116158	EMERALD RECYCLING	DISPOSAL FEES	EQUIPMENT RENTAL	398.50
116159	ENCHANTING PRINCESS	ENCHANTING EVENT CHARACTERS	RECREATION SERVICES	900.00
116160	EVERETT BARK	BARK	ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	366.26
	EVERETT BARK		ROADSIDE VEGETATION	732.51
116161	EVERETT OFFICE	KEYBOARD TRAYS	MUNICIPAL COURTS	240.02
116162	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	32.40
116163	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	40,255.20
116164	FERRELLGAS	PROPANE CHARGES	SOLID WASTE OPERATIONS	28.03
	FERRELLGAS		ROADWAY MAINTENANCE	28.04
	FERRELLGAS		TRAFFIC CONTROL DEVICES	28.04
	FERRELLGAS		WATER SERVICE INSTALL	28.04
116165	FIRESTONE	PRICING CREDIT	EQUIPMENT RENTAL	-645.47
	FIRESTONE	TIRES	EQUIPMENT RENTAL	461.95
	FIRESTONE		EQUIPMENT RENTAL	509.96
116166	FISHER, GARY	UB 400990750001	WATER/SEWER OPERATION	187.01
116167	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	30.56
	FRONTIER COMMUNICATI		RECREATION SERVICES	30.56
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	32.20
116168	FROWNER, FREDRICK	UB 847814000000	WATER/SEWER OPERATION	218.78
116169	FRYDENLUND, LOIS	REFUND CRAFT SHOW REGISTRATION	PARKS-RECREATION	50.00
116170	GARMIRE IRON WORKS	POSTS AND WEDGE KITS	TRANSPORTATION MANAGEM	1,047.36
116171	GEORGE, DAVID	ENTERTAINMENT 4/20/17	OPERA HOUSE	300.00
116172	GERFIN, BRYANT	PER DIEM 4/24-4/27	POLICE PATROL	224.00
116173	GIAMMONA, TIMOTHY &	UB 331412881500	WATER/SEWER OPERATION	206.05
116174	GOVCONNECTION INC	LAPTOP ACCESSORIES	COMPUTER SERVICES	248.53
	GOVCONNECTION INC	APC UPS BATTERIES	MUNICIPAL COURTS	386.66
	GOVCONNECTION INC	SURFACE	IS REPLACEMENT ACCOUNTS	640.37
116175	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	7,191.93
116176	GRAYBAR ELECTRIC CO	PATCH PANEL	SEWER MAIN COLLECTION	26.98
	GRAYBAR ELECTRIC CO		STORM DRAINAGE	26.99
116177	GREENSHIELDS	COUPLER AND NOZZLE	SIDEWALKS MAINTENANCE	11.05
	GREENSHIELDS	CONTRACTORS HOSE AND NOZZLE	SIDEWALKS MAINTENANCE	298.66
116178	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 4/13/2017 TO 4/19/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
116178	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
116179	HAMACHER, CARA	REFUND CRAFT SHOW REGISTRATION	PARKS-RECREATION	50.00
116180	HD FOWLER COMPANY	SADDLE, STRAPS, CORP STOPS, YO	WATER SERVICES	1,872.51
116181	HOUSE OF UPHOLSTERY	REBUILD BENCH SEAT	EQUIPMENT RENTAL	818.25
116182	HWA GEOSCIENCES	PROFESSIONAL SERVICES	STORM DRAINAGE	294.83
116183	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
116184	J. THAYER COMPANY	INK CARTRIDGES	SOLID WASTE OPERATIONS	272.58
116185	JOHNSON, JENNA	REFUND RENTAL FEES	PARKS-RECREATION	50.00
	JOHNSON, JENNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
116186	JONES, CHRIS	PER DIEM 5/9-5/12	POLICE INVESTIGATION	154.50
116187	JONES, DIANE	UB 030215000001	WATER/SEWER OPERATION	205.62
116188	JOPLIN, MOLLY	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
116189	KAISER PERMANENTE	DOT PHYSICALS	EQUIPMENT RENTAL	95.00
	KAISER PERMANENTE		GENERAL SERVICES - OVERF	95.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	190.00
116190	KCDA PURCHASING	OFFICE SUPPLIES	PARK & RECREATION FAC	109.07
116191	KELLER SUPPLY COMPAN	TOILET	FACILITY REPLACEMENT	145.31
116192	KEMPF, SANDRA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
116193	KENWORTH NORTHWEST	FILTER	EQUIPMENT RENTAL	145.60
116194	KRG/WLM MARYSVILLE L	RECOVERY CONTRACT #279-SEWER	WATER-UTILITIES/ENVIRONM	-50.00
	KRG/WLM MARYSVILLE L		WATER/SEWER OPERATION	3,800.64
116195	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	1,749.30
116196	LABOR & INDUSTRIES	1ST QTR L&I 2017	MUNICIPAL COURTS	1.86
	LABOR & INDUSTRIES		MUNICIPAL COURTS	21.25
	LABOR & INDUSTRIES		RECREATION SERVICES	47.74
	LABOR & INDUSTRIES		COMMUNITY CENTER	262.55
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	405.94
	LABOR & INDUSTRIES		POLICE PATROL	526.72
116197	LAKWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	326.00
	LAKWOOD SCHOOL DIST		RECREATION SERVICES	326.44
116198	LASTING IMPRESSIONS	JACKET	UTIL ADMIN	80.71
116199	LEAL, OSBALDO	UB 280761000001	WATER/SEWER OPERATION	231.10
116200	LEAVY, RYAN	REFUND CLASS FEES	PARKS-RECREATION	119.00
116201	LENAY, CAYLEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
116202	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	1,464.23
116203	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	97.30
	LOOMIS		UTIL ADMIN	97.30
	LOOMIS		GOLF ADMINISTRATION	155.68
	LOOMIS		UTILITY BILLING	194.60
	LOOMIS		POLICE ADMINISTRATION	389.20
	LOOMIS		MUNICIPAL COURTS	389.20
116204	LOWES HIW INC	DRYER VENT, STRAPS AND EXTENSI	PUBLIC SAFETY BLDG	29.47
	LOWES HIW INC	FLOOR MATS	FACILITY REPLACEMENT	69.88
	LOWES HIW INC	PRESSURE WASHER REPAIR PARTS	SIDEWALKS MAINTENANCE	153.38

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116204	LOWES HIW INC	SIGNS AND SUPPLIES	PARK & RECREATION FAC	291.56
116205	MARDYNE WORKBOATS	GEDDES MARINA WORK	STORM DRAINAGE	3,500.00
116206	MARYSVILLE COURT	TRANSMITTAL RECORD FOR 4Z11130	LEGAL - PROSECUTION	40.00
116207	MARYSVILLE FORD	BRAKE PADS	ER&R	130.88
116208	MARYSVILLE PRINTING	DV NCO ORDERS	PROBATION	49.96
	MARYSVILLE PRINTING		MUNICIPAL COURTS	149.91
116209	MARYSVILLE SCHOOL	FACILITY USAGE-CEDARCREST	RECREATION SERVICES	13.50
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	96.00
	MARYSVILLE SCHOOL	FACILITY USAGE-SUNNYSIDE	RECREATION SERVICES	165.00
	MARYSVILLE SCHOOL	FACILITY USAGE-SHOULTES	RECREATION SERVICES	177.00
	MARYSVILLE SCHOOL	FACILITY USAGE-KELLOGG MARSH	RECREATION SERVICES	261.00
	MARYSVILLE SCHOOL	FACILITY USAGE-LIBERTY	RECREATION SERVICES	305.00
	MARYSVILLE SCHOOL	FACILITY USAGE-PINEWOOD	RECREATION SERVICES	399.00
	MARYSVILLE SCHOOL	FACILITY USAGE-GROVE	RECREATION SERVICES	670.00
	MARYSVILLE SCHOOL	FACILITY USAGE-MARSHALL	RECREATION SERVICES	895.00
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	943.50
	MARYSVILLE SCHOOL	FACILITY USAGE-CEDARCREST	RECREATION SERVICES	1,657.00
	MARYSVILLE SCHOOL	FACILITY USAGE-QUILCEDA	RECREATION SERVICES	1,679.00
	MARYSVILLE SCHOOL	FACILITY USAGE-MMS	RECREATION SERVICES	1,717.00
	MARYSVILLE SCHOOL	FACILITY USAGE-ACE	RECREATION SERVICES	2,210.50
116210	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SMOKEY P	PUBLIC SAFETY BLDG.	158.81
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	558.47
116211	MATT FINLEY & LAURA	UB 247000000001	WATER/SEWER OPERATION	27.49
116212	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
116213	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		OFFICE OPERATIONS	13.10
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	13.10
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERH	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	26.20
	MOBILEGUARD, INC.		STORM DRAINAGE	39.30
	MOBILEGUARD, INC.		POLICE INVESTIGATION	45.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	45.85
	MOBILEGUARD, INC.		UTIL ADMIN	52.40
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	91.70
	MOBILEGUARD, INC.		COMPUTER SERVICES	93.25
	MOBILEGUARD, INC.		POLICE PATROL	281.65
116214	MODULAR SPACE	TRAILER RENTAL PAYMENT	WATER QUAL TREATMENT	97.99
	MODULAR SPACE		WASTE WATER TREATMENT F	97.99

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116214	MODULAR SPACE	TRAILER RENTAL PAYMENT	STORM DRAINAGE	98.00
116215	NATIONAL ENTERTAIN	EASTER EGG HUNT SUPPLIES	GENERAL FUND	-23.66
	NATIONAL ENTERTAIN		RECREATION SERVICES	283.66
116216	NELSON, FRANKLIN	PER DIEM 4/24-4/27	POLICE PATROL	224.00
116217	NORTH COAST ELECTRIC	RACK MOUNTING POWER (2)	WATER FILTRATION PLANT	2,880.24
116218	NORTH SOUND HOSE	CORE DRILL HOOK UP SUPPLIES	ROADWAY MAINTENANCE	71.83
116219	OBOM CONSTRUCTION	ADD ADDITION	WASTE WATER TREATMENT F	6,327.80
116220	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	2.93
	OFFICE DEPOT		UTIL ADMIN	14.14
	OFFICE DEPOT		POLICE INVESTIGATION	20.73
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	23.98
	OFFICE DEPOT		UTIL ADMIN	32.72
	OFFICE DEPOT		POLICE INVESTIGATION	37.04
	OFFICE DEPOT	AWARDS	POLICE INVESTIGATION	48.83
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	51.21
	OFFICE DEPOT		POLICE INVESTIGATION	59.64
	OFFICE DEPOT		ENGR-GENL	70.24
	OFFICE DEPOT		COMPUTER SERVICES	76.95
	OFFICE DEPOT		UTIL ADMIN	80.85
	OFFICE DEPOT		CRIME PREVENTION	84.00
	OFFICE DEPOT		ENGR-GENL	90.07
	OFFICE DEPOT		UTIL ADMIN	90.07
	OFFICE DEPOT		PROPERTY TASK FORCE	91.61
	OFFICE DEPOT	AWARDS	POLICE INVESTIGATION	97.67
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	104.73
	OFFICE DEPOT		POLICE PATROL	170.14
	OFFICE DEPOT		POLICE PATROL	190.65
	OFFICE DEPOT		STORM DRAINAGE	270.14
116221	ONSITE ENVIRONMENTAL	QUALITY CONTROL	ROADWAY MAINTENANCE	110.00
116222	PAC RIM CODE SERVICE	PLAN REVIEW SERVICES-SFR'S	COMMUNITY DEVELOPMENT-	750.00
116223	PACIFIC GOLF & TURF	PARTS FOR #W020	SMALL ENGINE SHOP	676.58
116224	PACLAB	BLOOD DRAWS	POLICE PATROL	31.00
116225	PAGEFREEZER SOFTWARE	SOCIAL MEDIA & WEB ARCHIVING	COMPUTER SERVICES	5,648.00
116226	PARTS STORE, THE	FILTERS	ER&R	33.13
	PARTS STORE, THE	BLOWER MOTOR	EQUIPMENT RENTAL	38.35
	PARTS STORE, THE	BLOWER MOTOR, RESISTOR AND CON	EQUIPMENT RENTAL	55.55
	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	60.71
	PARTS STORE, THE	FLUID	STORM DRAINAGE	87.19
	PARTS STORE, THE	SERVICE KIT, OIL AND FUSES	SMALL ENGINE SHOP	91.67
116227	PARTSMASTER	BIT SET	TRANSPORTATION MANAGEM	249.19
	PARTSMASTER		TRANSPORTATION MANAGEM	249.19
	PARTSMASTER	SANDING DISCS, HARDWARE AND GR	EQUIPMENT RENTAL	510.28
116228	PASADO'S SAFE HAVEN	ANIMAL CASE MP15-44594	COMMUNITY SERVICES UNIT	362.95
	PASADO'S SAFE HAVEN	ANIMAL CASE MP16-31226	COMMUNITY SERVICES UNIT	523.64
	PASADO'S SAFE HAVEN	ANIMAL CASE MP15-44594	COMMUNITY SERVICES UNIT	848.00
	PASADO'S SAFE HAVEN	ANIMAL CASE MP15-0809	COMMUNITY SERVICES UNIT	868.42
	PASADO'S SAFE HAVEN	ANIMAL CASE MP16-46229	COMMUNITY SERVICES UNIT	1,223.07
	PASADO'S SAFE HAVEN	ANIMAL CASE MP15-44594	COMMUNITY SERVICES UNIT	2,958.87

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116229	PAYMENTUS	TRANSACTION FEES	UTILITY BILLING	13,108.01
116230	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	118.40
	PEACE OF MIND		COMMUNITY DEVELOPMENT-	172.80
116231	PETERSON, DAWN	UB 983526000001	WATER/SEWER OPERATION	69.75
116232	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	37.67
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	72.25
	PETROCARD SYSTEMS		STORM DRAINAGE	82.88
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	192.56
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	353.59
	PETROCARD SYSTEMS		PARK & RECREATION FAC	494.19
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	2,114.68
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,552.79
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,869.05
	PETROCARD SYSTEMS		POLICE PATROL	6,790.42
116233	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
116234	PICASO, THOMAS	UB 451785000000	WATER/SEWER OPERATION	25.12
116235	PILCHUCK RENTALS	TRIMMER LINE	PARK & RECREATION FAC	66.50
	PILCHUCK RENTALS	PRESSURE WASHER HOSES	SIDEWALKS MAINTENANCE	157.01
	PILCHUCK RENTALS	GENERATOR REPAIR	PARK & RECREATION FAC	642.82
	PILCHUCK RENTALS	BOOM LIFT RENTAL	FACILITY REPLACEMENT	656.51
116236	PLATT ELECTRIC	CORD END	ROADWAY MAINTENANCE	25.11
	PLATT ELECTRIC	BIT SET	COMMUNITY DEVELOPMENT-	47.85
	PLATT ELECTRIC	VOLTAGE TESTER AND HANDI-FOAM	TRANSPORTATION MANAGEM	54.03
	PLATT ELECTRIC	BLACK BOX AND TWINE	STORM DRAINAGE	109.92
116237	POWELL-SMOKEY POINT	RECOVERY CONTRACT #275-WATER	WATER-UTILITIES/ENVIRONM	-50.00
	POWELL-SMOKEY POINT	RECOVERY CONTRACT #278-SEWER	WATER-UTILITIES/ENVIRONM	-50.00
	POWELL-SMOKEY POINT	RECOVERY CONTRACT #275-WATER	WATER/SEWER OPERATION	1,382.23
	POWELL-SMOKEY POINT	RECOVERY CONTRACT #278-SEWER	WATER/SEWER OPERATION	4,094.48
116238	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.18
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	15.62
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	16.19
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	16.19
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	16.76
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	21.56
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	26.02
	PUD	ACCT #2200-2050-7	STREET LIGHTING	28.02
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	31.00
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	43.36
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	45.30
	PUD	ACCT #2048-2969-1	STREET LIGHTING	46.54
	PUD	ACCT #2035-0002-0	STREET LIGHTING	49.90
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	58.22
	PUD	ACCT #2006-6043-9	STREET LIGHTING	58.61
	PUD	ACCT #2039-9634-3	STREET LIGHTING	60.55
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	84.87
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERF	115.79
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	132.81
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	139.76

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116238	PUD	ACCT #2200-2051-1	STREET LIGHTING	256.97
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	715.66
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	826.91
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,656.81
116239	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
116240	R&D PARK CREEK LLC	RECOVERY CONTRACT #253-SEWER	WATER-UTILITIES/ENVIRONM	-25.00
	R&D PARK CREEK LLC		WATER/SEWER OPERATION	105.02
116241	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
116242	REICHLIN, RILEY	UB 091472549000	WATER/SEWER OPERATION	23.89
116243	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	150.86
	ROBBINS, TAMARA		COMMUNITY CENTER	174.00
116244	ROBISON, JESSE	UB 091463649000	WATER/SEWER OPERATION	20.47
116245	RODRIGUEZ, JAIME	UB 988221420000	WATER/SEWER OPERATION	25.85
116246	ROSARIO, LAWRENCE	UB 761361120001	WATER/SEWER OPERATION	37.96
116247	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,110.00
116248	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	25.63
116249	SAFEWAY INC.		POLICE PATROL	57.74
116250	SAFEWAY INC.	SPECIAL EVENT SUPPLIES	OPERA HOUSE	30.66
	SAFEWAY INC.		RECREATION SERVICES	209.22
116251	SCORE	INMATE HOUSING	DETENTION & CORRECTION	22,626.24
116252	SEA-ALASKA INDUSTRIA	REPAIR PUMP #3	WASTE WATER TREATMENT F	1,085.55
	SEA-ALASKA INDUSTRIA	REPAIR PUMP #2	WASTE WATER TREATMENT F	1,200.10
116253	SHEVCHUK, ILYA	UB 656518000000	WATER/SEWER OPERATION	136.17
116254	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		POLICE INVESTIGATION	25.00
	SHRED-IT US		POLICE PATROL	25.00
	SHRED-IT US		DETENTION & CORRECTION	25.00
	SHRED-IT US		OFFICE OPERATIONS	34.44
	SHRED-IT US		MUNICIPAL COURTS	50.38
116255	SMITH, RICHARD	REIMBURSE TUITION	POLICE TRAINING-FIREARMS	1,020.00
116256	SMOKEY POINT CONCRET	ROCK	STORM DRAINAGE	345.42
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	345.43
	SMOKEY POINT CONCRET		WATER DIST MAINS	345.43
	SMOKEY POINT CONCRET	DRAIN ROCK	STORM DRAINAGE	567.30
	SMOKEY POINT CONCRET	ROCK	STORM DRAINAGE	1,708.78
	SMOKEY POINT CONCRET		WATER DIST MAINS	1,708.78
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	1,708.79
116257	SNAP-ON INCORPORATED	FACE PROTECTOR	EQUIPMENT RENTAL	107.54
	SNAP-ON INCORPORATED	PLIERS AND HAMMER	EQUIPMENT RENTAL	152.02
	SNAP-ON INCORPORATED	MULTI-PROBE	EQUIPMENT RENTAL	243.74
	SNAP-ON INCORPORATED	SOCKET SETS	SMALL ENGINE SHOP	278.13
	SNAP-ON INCORPORATED	WELDING HELMET AND LENSES	EQUIPMENT RENTAL	373.89
	SNAP-ON INCORPORATED	HAMMER DRILL	EQUIPMENT RENTAL	465.94
	SNAP-ON INCORPORATED	SOCKETS, CIRCUIT TESTERS AND P	EQUIPMENT RENTAL	1,288.33
116258	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	GENERAL SERVICES - OVERH	28.00
	SNO CO PUBLIC WORKS		ROADSIDE VEGETATION	111.00

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116258	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	136,434.00
116259	SNO CO SUPERIOR	#16-2-19481-31 (96 ALDER AKA 1	GMA - STREET	190,800.00
116260	SNO CO TREASURER	2017 PROPERTY TAXES	PARK & RECREATION FAC	18.44
	SNO CO TREASURER		GMA - STREET	18.44
	SNO CO TREASURER		WATER RESERVOIRS	5,965.87
116261	SNOPAC	ACCESS QUARTERLY FEES	OFFICE OPERATIONS	2,954.12
	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	81,868.03
116262	SOFTWAREONE INC	WINDOWS 10 LICENSES	IS REPLACEMENT ACCOUNTS	8,441.02
116263	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	139.00
	SONITROL		COMMUNITY CENTER	149.00
	SONITROL		PUBLIC SAFETY BLDG	168.00
	SONITROL		PARK & RECREATION FAC	276.00
	SONITROL		MAINT OF GENL PLANT	303.00
	SONITROL		CITY HALL	348.00
	SONITROL		WASTE WATER TREATMENT F	514.19
116264	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	57.38
	SOUND PUBLISHING		CITY CLERK	160.29
116265	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	1,215.00
116266	SOUND SAFETY	JEANS-STAIR	UTIL ADMIN	178.54
116267	SOUTH DISTRICT COURT	BAIL POSTED	GENERAL FUND	1,000.00
116268	STANWOOD CAMANO NEWS	ADVERTISING	OPERA HOUSE	889.05
116269	STAPLES	OFFICE SUPPLIES	PROBATION	47.39
	STAPLES		MUNICIPAL COURTS	142.19
116270	STIEBEN, SHANE	UB 201010000001	WATER/SEWER OPERATION	75.96
116271	STILES, E L	UB 690037610000	WATER/SEWER OPERATION	161.35
116272	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	4,154.26
	STRATEGIES 360		WASTE WATER TREATMENT F	4,154.26
	STRATEGIES 360		UTIL ADMIN	5,539.01
116273	STRONGTOWER HOMES 2	UB 470860000000	WATER/SEWER OPERATION	45.53
116274	SUPPLYWORKS	SUPPLY CREDIT	MAINT OF GENL PLANT	-99.48
	SUPPLYWORKS		MAINT OF GENL PLANT	-58.76
	SUPPLYWORKS		UTIL ADMIN	-49.74
	SUPPLYWORKS	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	58.76
	SUPPLYWORKS		UTIL ADMIN	99.48
	SUPPLYWORKS		MAINT OF GENL PLANT	99.48
	SUPPLYWORKS		MAINT OF GENL PLANT	134.31
116275	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	48.84
116276	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	111.72
	SYKES, CASSANDRA		COMMUNITY CENTER	181.00
116277	THUYNS, VANESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
116278	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	294.31
	THYSSENKRUPP ELEVATO		CITY HALL	294.31
116279	TRAFFIC SAFETY SUPPL	PUNCH POST	TRANSPORTATION MANAGEM	1,764.70
116280	TUCKERS TUFFER	#J025 CONVERSION	SOLID WASTE OPERATIONS	5,883.60
116281	TYACKE, KENNETH & DI	UB 040350000000	WATER/SEWER OPERATION	19.59
116282	UNITED RENTALS	GROUND POUNDER	ROADWAY MAINTENANCE	103.65
116283	VAN DAM'S ABBEY	FLOORING-BARN RESTROOM PROJECT	GMA-PARKS	10,579.32
116284	VAUGHAN, JEFFREY	REIMBURSE MEETING/CONFERENCE E	CITY COUNCIL	505.66

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 4/13/2017 TO 4/19/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
116285	VERIZON	WIRELESS CHARGES	PURCHASING/CENTRAL STOF	24.40
	VERIZON		CRIME PREVENTION	48.80
	VERIZON		UTILITY BILLING	48.80
	VERIZON		PROPERTY TASK FORCE	55.16
	VERIZON		PERSONNEL ADMINISTRATIOI	55.16
	VERIZON		EQUIPMENT RENTAL	73.20
	VERIZON		FACILITY MAINTENANCE	110.32
	VERIZON		FINANCE-GENL	120.32
	VERIZON		LEGAL-GENL	120.32
	VERIZON		LEGAL - PROSECUTION	165.48
	VERIZON		COMMUNITY SERVICES UNIT	165.48
	VERIZON		RECREATION SERVICES	177.16
	VERIZON		PARK & RECREATION FAC	183.52
	VERIZON		SOLID WASTE CUSTOMER EX	195.20
	VERIZON		OFFICE OPERATIONS	207.92
	VERIZON		YOUTH SERVICES	220.64
	VERIZON		EXECUTIVE ADMIN	230.64
	VERIZON		MUNICIPAL COURTS	245.50
	VERIZON		WATER SUPPLY MAINS	320.08
	VERIZON		WATER QUAL TREATMENT	349.92
	VERIZON		WASTE WATER TREATMENT F	416.30
	VERIZON		DETENTION & CORRECTION	422.20
	VERIZON		COMMUNITY DEVELOPMENT-	434.80
	VERIZON		GENERAL SERVICES - OVERF	441.71
	VERIZON		ENGR-GENL	465.10
	VERIZON		SOLID WASTE OPERATIONS	480.12
	VERIZON		STORM DRAINAGE	526.62
	VERIZON		COMPUTER SERVICES	615.47
	VERIZON		POLICE INVESTIGATION	660.60
	VERIZON		POLICE ADMINISTRATION	745.58
	VERIZON		UTIL ADMIN	1,834.47
	VERIZON		POLICE PATROL	4,680.68
116286	VINYL SIGNS & BANNER	EASTER EGG HUNT SIGNS	RECREATION SERVICES	109.10
	VINYL SIGNS & BANNER	WHITE COREX BLANKS	RECREATION SERVICES	196.38
116287	VO, THAO	REFUND CLASS FEES	PARKS-RECREATION	40.00
116288	WACE	TRAINING-DAVIS	POLICE TRAINING-FIREARMS	75.00
	WACE	TRAINING-VASCONI	POLICE TRAINING-FIREARMS	75.00
116289	WAGNER, AMANDA	REFUND CLASS FEES	PARKS-RECREATION	13.00
116290	WALTER E NELSON CO.	BABY CHANGING STATIONS	GMA-PARKS	630.60
116291	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,670.52
116292	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	1,364.80
116293	WAYNE'S AUTO DETAIL	DETAIL #A007	EQUIPMENT RENTAL	272.70
116294	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,675.78
116295	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	246.41
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	425.49
	WEST PAYMENT CENTER		LEGAL-GENL	425.50
116296	WESTBERG, BLAKE	UB 986706000001	WATER/SEWER OPERATION	6.12
116297	WESTERN PETERBILT	DIAGNOSE AND REPAIR #J034	EQUIPMENT RENTAL	4,039.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2017 TO 4/19/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
116298	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.92
116299	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	14,878.93
116300	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	CITY HALL	184.74
116301	ZUMAR INDUSTRIES	DELINEATORS	TRANSPORTATION MANAGEM	637.18
	ZUMAR INDUSTRIES	ARROW SIGNS	TRANSPORTATION MANAGEM	1,655.05
	ZUMAR INDUSTRIES	DEAD END SIGNS	TRANSPORTATION MANAGEM	2,498.39

WARRANT TOTAL: 857,086.46

CHECK #115837 CHECK DAMAGED BY MAIL (2696.30)

REASON FOR VOIDS:

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

854,390.16

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 8, 2017

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the April 20, 2017 payroll in the amount \$1,013,660.02, EFT Transactions and Check No.'s 30695 through 30720.

COUNCIL ACTION:

Index #4

DRAFT
CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

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 2018.

WHEREAS, the City Council of the City of Marysville has met and considered options for funding Emergency Medical Services for the calendar year 2018; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$2,484,204.17 and,

WHEREAS, the population of the City of Marysville is more than 10,000;

WHEREAS, on May 8, 2017 a public hearing was held by the Marysville City Council to consider public comment concerning the real property tax levy amount proposed by this ordinance;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented at a public hearing duly noticed and held on May 8, 2017, the City Council has determined that the City of Marysville requires an increase in the EMS property tax levy from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that

have occurred and refunds made, in order to discharge the expected expenses and obligations of the City.

Section 2: The dollar amount of the increase over the actual EMS property tax levy amount from the previous year shall be \$397,096.82 which is a percentage increase of 15.9849 percent (15.9849%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of May, 2017.

CITY OF MARYSVILLE

By _____

JON NEHRING, MAYOR

ATTEST:

By _____

APRIL O'BRIEN, DEPUTY CITY CLERK

APPROVED AS TO FORM:

By _____

JON WALKER, CITY ATTORNEY

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 8, 2017

AGENDA ITEM:	
Bid Award - Comeford Park BBQ Plaza Concrete Work	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Bid	
BUDGET CODE:	AMOUNT:
31000076 563000 P1501	\$40,503.37
SUMMARY:	

The Comeford Park BBQ Plaza project is funded through the Community Development Grant Program. The project will provide a new BBQ facility for larger gatherings and community event use.

The Parks Department advertised bids through the small works roster. Five contractors were contacted and one (1) bid was received from Backstrom Curb & Sidewalk Inc in the amount of \$37,125.00 plus tax.

The scope of work requires that work be completed in May.

RECOMMENDED ACTION:

Staff recommends the City Council authorize the Mayor to sign the Public Works Contract in the amount of \$37,125.00 plus sales tax of 9.10% in the amount of \$3,378.37 for a total project of \$40,503.37.

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the "Contract") is made and entered into this 8th day of May, 2017, by and between the City of Marysville, a Washington State municipal corporation (the "City"), and Backstrom Curb & Sidewalk Inc, a Corporation, organized under the laws of the state of Washington, located and doing business at 19705 60 Ave NE, Arlington WA 98223 (the "Contractor").

WHEREAS, the City desires to construct the Comedord Park BBQ Plaza; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

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

1. **Scope of Work—the Project.**

The Contractor shall perform, carry out, and complete the Plaza Concrete Project (the "Project") more fully described in Exhibit A which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor's bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the "Contract Documents").

2. **Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than May 19, 2017.

3. **Commencement of Work.**

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed Thirty-Seven thousand one-hundred twenty five dollars. (\$37,125.00) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as

scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote

accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (initials) _____ (initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

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

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

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of

race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Jim Ballew, and shall be administered for the Contractor by the Contractor's Contract Representative, Don Backstrom. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jiim Ballew- Director of Parks, Culture and Recreation
City of Marysville
6915 Armar Road
Marysville, WA 98270

To Contractor: Dan Backstrom- President
Backstrom Curb and Sidewalk Inc.
19014 63rd Ave NE
Arlington WA 98223

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one

or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

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

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

BACKSTROM CURB & SIDEWALK INC.

By: _____
Jon Nehring, Mayor

By: _____
Don Backstrom
Its: President

Attested/Authenticated:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

ATTACHMENTS:

- Proposal of Contractor
- Technical Specifications

Exhibit A
Scope of Work and Contract Documents.

Brief Description of the Work/Project:

Incorporated Contract Documents:

[Project Manager is to modify as appropriate]

The following are incorporated by reference and the Project shall be completed in conformance therewith:

1. Notice to Bidders
2. Instruction to Bidders and any Addenda
3. 2016 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor's bid
4. General Special Provisions
5. Plans, Drawings, and Project Specifications
6. Contractor's Proposal/Bid Form
7. City of Marysville Engineering Design & Development Standards
8. All provisions required by law whether set forth and reproduced herein or not

The Contract Documents are complementary, but specific federal and state requirements and the terms of the Contract supersede other inconsistent provisions.

Comeford Park Picnic Area Construction

Bid Tabulations:

<u>Company</u>	<u>Bid</u>
Backstrom Curb & Sidewalk, Inc	\$37,125.00 plus tax
Edge Concrete	non responsive
JB Construction	non responsive
Mt. Si Concrete	non responsive
Salina Construction, Inc	non responsive

BACKSTROM
CURB & SIDEWALK, INC

19705 - 60th Ave N.E.
Arlington, Washington 98223
PH. 360-403-4866
don@backstromconcrete.com
garland@backstromconcrete.com

Date: April 11, 2017
Project Proposal: Location &
Type of Work: Park Plaza
Comfort Park Picnic Area

Contracting Party: City of Marysville Parks

Attn: Mike Robinson.

Quantity	Units	Description of Work	Unit Price	Total
1.00	LS	Comfort Park Picnic Area Concrete Slab, 4" non-reinforced, saw cut, as discussed, broom finish.	LS	\$ 37,125.00
WSST				
Total Bid *				\$ 37,125.00

UNLESS OTHERWISE NOTED: Total price based on actual quantity of measurement, site must be accessible to our curb machine, unit prices based on one crew at 40 hours per week, 7:30 a.m. to 4:00 p.m. weekdays, prices quoted with one mobilization, as a package, and must include all items. Additional mobs are \$1,500.00 ea. In the execution of a contract, this proposal will become a part of that contract. Cancellation of a scheduled pour will result in additional charges. Minimum of _____ lf of curb per mobe. Minimum of 3 weeks notice required for mobilization. Subgrade to be at design grade and compacted to specified density, staking to be three feet top back of curb. Concrete washout area, to be provided, piping, plumbing and imbeds to be in place prior to forming.

Price Excludes: surveying, traffic & pedestrian control, testing, excavation, adverse weather protection, admixes, overtime, steel reinforcement, bonding, joint sealing, concrete "watchman", defacement repair, conc. overrun @ \$200/cy. concrete washout facility.

State sales tax to be added where applicable. A finance charge (service charge), at current maximum allowable rate, will be imposed on any portion of accounts not paid within 30 days after the work - through date. Maximum 5% retention, interest bearing.

BACKSTROM CURB & SIDEWALK, INC IS AN OPEN SHOP COMPANY AND WILL NOT CONSIDER INDIVIDUAL JOB AGREEMENTS. QUOTATIONS SUBJECT TO CHANGE OR CANCELLATION AFTER 30 DAYS. NOT RESPONSIBLE FOR DAMAGE TO ASPHALT SURFACES, UNDERGROUND UTILITIES, STORM, WATER AND/OR SEWER STRUCTURES

APPROVED BY OWNER / GENERAL CONTRACTOR:

ACCEPTED: _____

BACKSTROM CURB & SIDEWALK, INC
REGISTRATION #BACKSCS066CC

BY: *Don Backstrom*
Don Backstrom

Index #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 8, 2017

AGENDA ITEM:	
Strawberry Festival Master Permit Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
<ul style="list-style-type: none"> 1. Agreement 2. Proposal 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City published a Request for Proposal seeking interest in presenting the annual Strawberry Festival. One proposal was received from Maryfest Inc, to host and present the annual festival from June 11, 2017 to June 18, 2017. The Grand Parade will be held on Saturday June 17, 2017.

City department representatives have reviewed the proposal and recommend approval of the schedule and supporting assistance with Maryfest Inc. to present the Strawberry Festival schedule for the community.

RECOMMENDED ACTION:

Staff recommends the City Council consider authorizing the Mayor to sign the Master Permit Agreement with Maryfest Inc. to permit all activities within the proposed schedule of events offered June 11-June 18, 2017.

**CITY OF MARYSVILLE
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT
ISSUED TO**

MARYFEST INCORPORATED

WHEREAS, MARYFEST INCORPORATED (applicant) has submitted as festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST INCORPORATED (applicant) on May 8, 2017; and

WHEREAS, the Marysville City Council in its discretion pursuant to MMC 5.48.050 has granted the MARYFEST INCORPORATED (applicant) as the festival sponsor an option to renew the permit without public competition for up to four years;

THEREFORE, the Master Permit is issued with the following terms and conditions.

1. TERM

A. First year Annual Proposal/Permit Period for June 11 through June 18, 2017. Festival Proposal for 2017 is attached as Exhibit B.

Pursuant to MMC 5.48.050, to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. The festival Proposal for each year shall be in substantially the same form as the Festival Proposal/Permit attached as Exhibit B.

2. APPLICANT/SPONSORING AGENCY

Sponsoring Agency: MARYFEST INCORPORATED
Business Address: PO BOX 855, Marysville WA 98270
Business Telephone: 360-659-7664
Business Fax: 360-651-9854
Email: www.maryfest.org
Tax Identification: 23-7432611

Sponsoring Agency Official(s) of Record:

Name: Darren Doty Title: President
 Telephone: 360-652-1464
 Cell Number: 425-238-9063

Name: Rick Lewis Title: Vice President Elect
 Telephone: 425-268-7558

3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.

A. Annual Permit Fees and Conditions

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest Incorporated will be in the amount of \$500.00 payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest Incorporated as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

B. Festival Sponsor Responsibility - Indemnification

The Festival sponsor shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

The Festival Sponsor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

C. Insurance Coverage(s)

Maryfest Incorporated agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure Maryfest Inc. and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of litigation brought against the City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest Inc. of the obligations set forth in this Agreement. Such insurance policy shall be written for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four hours (24) following the completion of the event, including activities associated with the post Festival activities required to complete all events.

Maryfest Inc.'s maintenance of insurance as required by the agreement shall not be construed to limit the liability of Maryfest Inc to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Maryfest Inc. shall provide a certificate of insurance evidencing:

Minimum Scope of Insurance

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit. The City shall be named as an additional insured on Maryfest Inc.'s Commercial General Liability insurance policy using ISO CG 20 10 10 01 with CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Other Insurance Required – As Applicable

Alcohol – If event activities includes alcohol available for consumption, whether sold or not, Maryfest Inc. shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events – If event activities include athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1 million per occurrence.

Other Insurance Provisions

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

1. Maryfest Inc.'s insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Maryfest Inc.'s insurance and shall not contribute with it.

Notice of 2. Cancellation of Insurance.

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest Inc. such types of insurance in the name of Maryfest Inc. as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

D. Independent Contractor

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance(Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.

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

Maryfest shall comply with all applicable provisions of the Fair Labor Standards Act and other legislations affecting its employees and the rules and shall save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act and rules and regulations that are or may be promulgated in connection herewith.

Maryfest assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes , fees, license, excises or payments required by city, state and federal legislation which are now, or may during the term of this Agreement be, enacted as to all persons employed by Maryfest Inc. and as to all duties, activities and requirements by Maryfest Inc. in performance of the work under this Agreement and Maryfest Inc. shall assume exclusively liability therefore, and meet all requirements there under pursuant to any rules or regulations that are now or may be promulgated in connection herewith.

E. Non Discrimination

Maryfest Inc. nor any officer, agent or employees shall not discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.

F. Annual Festival Events and Activities

All proposed festival events and activities are to be identified through the Strawberry Festival Annual Proposal no later than April 1 of the Festival year. The Festival Events and Activities schedule is to be submitted for review by the City Clerks Office and each City Department or Division identified providing support. The Festival Events and Activities schedule must also identify all sponsoring or hosting entities prior to approval of the Master Permit. The Proposal shall also identify all advertising and promotional efforts for distribution throughout the Pacific Northwest. All schedules are to be provided to the City's Public Information Officer for community distribution through the Community Access Channel and other City advertising resources. The Proposal shall designate the geographical boundaries of the festival area and may include provisions within the area for festival parades, carnivals, sporting and recreational events.

G. Use of Public Property

All public streets and facilities to be utilized for the permitted year are to be identified in the Annual Festival Proposal and updated annually for approval. Facilities or events not identified within the Annual Festival Proposal Exhibits are not covered within the annual permit and will not be considered permitted or authorized activities. Use of public facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in facilities owned and operated by the City of Marysville.

H. Vendor Facilities and Structures

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public. Maryfest will provide a copy of all participating vendors each year to the Finance Director to verify sales tax reporting requirements.

I. Risk Management Plan

The sponsoring agency will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

The sponsoring organization is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

J. Special Conditions

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

K. Severability

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Maryfest have executed this Agreement as of the date first above written.

Date this ____ day of _____, 201__.

THE CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
JON WALKER, City Attorney

By _____
JAN BERG, City Clerk

MARYFEST INCORPORATED

By _____
PRESIDENT

Special Conditions Exhibit A

1. The Festival Sponsor may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.
2. Traffic controls not available through the City's inventory will be the responsibility of the Festival Sponsor at the Sponsors expense.
3. The City reserves the right to cancel its obligations to the sponsoring organization in the event of a public emergency requiring city forces and equipment.
4. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. The City requests that an ex-officio position be assigned to the sponsors operating board or Board of Directors to maintain open and current communications of all planned activities. State wide promotion of the Strawberry Festival shall include various marketing strategies and programs that are designed to attract tourism throughout Washington, Oregon and British Columbia. Maryfest agrees to maintain a full time web site that provides the annual calendar of events no later than May1st of each festival season. Related brochures and guides are to be published within 30 days of the actual festival dates.
5. If the Sponsoring Festival Organization hosts a public golf tournament event, first consideration is to host the tournament on the City's Cedarcrest Golf Course.
6. Beer Garden:
If the Festival Applicant hosts or allows any vendor to operate a Beer Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within 15 DAYS (time period) prior to the event.

EXHIBIT B
ANNUAL STRAWBERRY FESTIVAL PROPOSAL 2017



2017 Strawberry Festival Permit Proposal Amended

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

Welcome to “Once Upon A Berry” the 86th Annual Marysville Strawberry Festival

We are please to bring back the Grand Parade, the Market, the Carnival and other crowd favorites for the 2017 festival.

We are very excited to be working with and promoting the

City of Marysville

for another festival season.





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ORGANIZATION

History

The Strawberry Festival has been a Marysville tradition since 1932. In 1974 Maryfest, Inc. the sponsoring organization for the Marysville Strawberry Festival, was formed. The primary purpose of Maryfest is to promote the Strawberry Festival and the City of Marysville throughout the Pacific Northwest, Oregon and Canada. This has been and continues to be accomplished through the annual festival and the travel of the festival float and its representatives. Maryfest, Inc. is a 501 (c) 4 nonprofit organization.

Mission Statement

Promote tourism for the City of Marysville, the surrounding communities, and their businesses. Promote educational opportunities for the area youth through the scholarship programs and other events. To promote volunteerism.

Legal Structure

Management of the Corporation, Maryfest, Inc., is vested in the Board of Directors, consisting of fifteen (15) members. The Executive Board and Officers include the President, the Vice President, the Vice President Elect, Secretary and Treasurer. Officers, Board Members, Event Directors and Committee Members are all non-paid volunteers residing in the City of Marysville and surrounding areas.

Membership and Funding

Members of Maryfest, Inc., are individuals, co-partnerships, Corporations, Associations and firms of every type and description that shall be interested in promoting Marysville. Membership fees are approved by the Board of Directors.

Some funding for the Strawberry Festival is acquired by sponsorships, donations and grants. One of the grants being applied for is the City of Marysville Hotel/Motel Tax.



ORGANIZATION

Insurance

Insurance coverage for Maryfest, Inc and for all Strawberry Festival events is provided through State Farm Insurance, Bloomington, IL. State Farm is rated “A++” by A.M. Best and “AA” by S&P Global Ratings.

The local insurance agency for Maryfest, Inc., is State Farm Insurance located at 302 State Ave, Marysville, WA 98270. Their phone number is 360-454-0078.

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$1 million per occurrence and \$2 million aggregated per event during the Strawberry Festival along with a \$5 million umbrella. A Certificate of Insurance is required for all motorized units, equestrian units, and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc., and their employees and volunteers names as additional insured.

Our policy is an annual policy and renews on April 10th. A copy will be provided to the City of Marysville.

Advertising

Some of the advertising we are planning includes radio, WARM 106.9 and television, NW Best TV Show. The Marysville Globe will be producing the Official Festival Program Guide and ads will be placed in the Herald and various Sound Publishing newspapers throughout Puget Sound. Ads will also be placed in the North County Outlook. Posters and counter cards will be printed and are targeted to be distributed starting the middle of May.

Some of our major sponsors include the Tulalip Resort Casino, Fred Meyer and Walmart. We are still in the process of obtaining more sponsors. All Sponsors will be posted on the festival website and the sponsor page in the Official Program.

We also promote the Marysville Strawberry Festival on our website (www.maryfest.org) as well as our Facebook page (www.facebook.com/maryfest.org/).



ORGANIZATION

2017 Traveling Float Schedule

April 08, 2017	Daffodil Festival (Tacoma, Puyallup, Sumner, Orting)
May 06, 2017	Apple Blossom Festival (Wenatchee, WA)
May 13, 2017	Irrigation Festival (Sequim, WA)
May 20, 2017	Lilac Festival (Spokane, WA)
May 27, 2017	Hyack Festival (New Westminister, BC)
June 3, 2017	Starlight Parade (Portland, OR)
JUNE 17, 2017	MARYSVILLE STRAWBERRY FESTIVAL
June 25, 2017	Fathoms O' Fun (Port Orchard, WA)
July 4, 2017	4th Of July (Arlington, WA)
July 15, 2017	Capital Lakefair Festival (Olympia, WA)
July 22, 2017	HI-YU (West Seattle, WA)
July 23, 2017	Chinatown (International District Seattle, WA)
July 29, 2017	Seafair (Seattle, WA)
August 5, 2017	Pioneer Days Parade (Lake City, WA)
August 12, 2017	Peach Festival (Penticton, BC.)
August 26, 2017	Fair Days (Monroe, WA)
September 2, 2017	Ellensburg Rodeo Parade (Ellensburg, WA)
September 23, 2017	Autumn Leaf Festival (Leavenworth, WA)
December 2, 2017	Merrysville for the Holidays (Marysville, WA)



ORGANIZATION

Bleachers

Maryfest, Inc., owns portable hydraulic bleachers. The bleachers are 45 feet long, portable, and take 30 minutes to set up and take down. The bleachers will be used at the Grand Parade and the Kiddies Parade and any other event where they are needed.

Portable Restroom Placement

Portable Restrooms are provide by NW Cascade Honey Bucket (800-562-4442). They will be placed at the following locations

1 Standard	Tacos Guaymas (80 th & State - 6/17)
2 Standard	School District Main Office (4220 - 80 th 6/17)
1 Standard	E & E Lumber (State - 6/17)
3 Standard	76 th Street (6/17)
1 Standard	Buzz Inn Tavern Grove & State (6/17)
1 Standard	Pawn Exchange South End (1098 State – 6/17)
1 Standard	State St. Food Mart North of barricade under sign (10 th & State 6/17)
1 Standard	Municipal Court Building (1015 State – 6/17)
1 Standard	SE Corner of 5 th & State (6/17)
2 Standard	NE Corner of 4 th & State (6/17)
1 Standard	NW Corner of 3 rd & State (6/17)
1 Standard	1525 – 3 rd Street (6/17)
2 Standard	Public works outside fence (80 th Columbia – 6/17)
3 Standard	7 th & State School Side (6/17)
1 Standard	3 rd & Alder SW Corner (6/17)
2 Standard	Safeway Parking lot (1 North & 1 South end – 6/17)
10 Standard & 1 ADA	Market (Asbery Field -6/16-19)
2 Standard	Beer Garden (7 th by Beer Garden (6/16-19)

Evacuation Plans

MARKET: 1. Three (3) of four (4) gates are always open during market hours. In case of Emergency and evacuation, Gate #4 (located at back of field on Quinn) will be opened immediately. 2. Market Crew will terminate all electrical power at main box located at North end of field if necessary. 3. Market committee has a Certified Red Cross First Responder on site. 4. Two (2) fire extinguishers are located at the Market office, motor home at main gate on Alder. 5. In case of severe lightning storm, once field is evacuated all gates will be closed and no one will be allowed into field until weather permits. 6. Please see attached map given to each vendor in welcome packet for emergency exits. See map on page 20.



EVENTS BY DAY

Saturday – June 10th, 2017

9:00 am – 11:00 am

Berry Run (Quil Ceda Village)

Thursday - June 15th, 2017

6:30 pm – 9:30 pm

Talent Show (MPHS Auditorium)

Thursday - June 15th, 2017

Open until 10:00pm ***

Carnival (Marysville Middle School)

Friday - June 17, 2017

Open until 11:00pm ***

2:00 pm – 9:00 pm

5:00 pm – 10:00 pm

Carnival (Marysville Middle School)

Market (Asbery Field)

Kiwanis Beer Garden (7th & Alder)

Saturday - June 18, 2017

Open until 11:00pm ***

10:00 am – 7:30 pm 9:00pm (food)

8:00 am – 3:00 pm

12:00 Noon – 10:00 pm

1:00 pm – 3:00 pm

10:00 am – 11:00 am

3:30 pm – 6:30 pm

6:00 pm – 7:00 pm

7:45 pm – 10:00 pm

10:00 pm – 10:30 pm

Carnival (Marysville Middle School)

Market (Asbery Field)

Car Show (Asbery Field)

Kiwanis Beer Garden (7th & Alder)

Strawberry Shortcake Eating Contest (Asbery Field)

Rose Planting Ceremony (Totem Middle School)

VIP Reception –INVITATION ONLY (Safeway)

Kiddies Parade (State Avenue)

Grand Parade (State Avenue)

Fireworks (Public Works)

Sunday – June 19, 2017

Open until 8:00pm ***

10:00 am – 5:00 pm

12:00 Noon – 5:00 pm

Carnival (Marysville Middle School)

Market (Asbery Field)

Kiwanis Beer Garden (7th & Alder)

*** Carnival hours are weather permitting.



EVENT DETAILS

All calls should be directed to the Festival office (360-659-7664) or to the website at www.maryfest.org. *The phone numbers listed are for emergency use only.*

Berry Run / Walk

Date: Saturday – June 10, 2017

Time: 9:00 am – 11:00 am

Location – Quil Ceda Village

Contact: Jeff Sowards - PH 360-652-4505 ext. 2050

No matter if you enjoy running or walking this event has something for you. You can pick either the 1 mile course or the 5k run, either way, this fun run helps to raise money for the Lakewood Cross Country Team.

Talent show

Date: Thursday – June 15, 2017

Time: 6:30 pm – 9:30 pm

Location: MPHS Auditorium

Contact: Marcy Giesler PH 360-653-6584

So you want to be a star? From singing to dancing to comedy, this show has it all! Watch as children, teens and adults perform to show you their “STAR” quality.

Funtastic Carnival

Dates: Thursday - June 15 – 18, 2017

Time: See above

Location: Marysville Middle School

Contact: Funtastic – Kerry Harvaugh PH 503-761-0989 or 503-519-8401,

Maryfest - Tom King PH 425-238-0994

Insurance carried is \$5 million

Come play the games, ride the rides and enjoy all the yummy carnival food.

With lots to choose from Funtastic makes this carnival one everyone can enjoy.

Market

Dates: Friday - June 16th – Sunday – June 18, 2017

Times: Friday – 2:00 pm – 9:00 pm

Saturday 10:00 am – 9:00 pm (food court) 7:30 pm (field vendors)

Sunday 10:00 am – 5:00 pm

Location: Asbery Field

Inspections: Snohomish County Health Dept & City of Marysville

Contact: Katie Banks PH 425-791-2682

From Arts & Crafts to Food vendors and entertainment, the Market has it all. Come walk through the booths or stop for a bite to eat, either way you're sure to find something you will like.

Beer Garden

Dates: Friday – June 16th – Sunday – June 18st, 2017

Times: Friday - 5:00 pm – 10:00 pm

Saturday – 12:00 pm – 10:00 pm

Sunday – 12:00 pm – 5:00 pm

Location: 7th & Alder

Inspections: Snohomish County Health Dept & City of Marysville

Contact: Marysville Kiwanis - Dave Voight PH 360-653-5110

Need a break with some friends? Head on over to the Beer and Wine Garden to taste some local wines and beer.

Car Show

Dates: Saturday – June 17st, 2017

Times: 8:00 am – 3:00 pm

Location: Asbery Field

Contact: MOPAR Social - Stephen Keys PH 425-737-6795

The car show is back! From classic to custom there is something for everyone.

Strawberry Shortcake Eating Contest

Date: Saturday – June 17, 2017

Time: 1:00 pm – 3:00 pm

Location: Asbery Field

Inspections: Snohomish County Health Dept

Contact: Maryfest PH 360-659-7664

Rose Planting Ceremony

Date: Saturday – June 17, 2017

Time: 10:00 am

Location: Totem Middle School

Contact: Vanessa Edwards PH 360-659-7664

Joins us for a ceremony honoring the Strawberry Festival President, hosted by the Portland Royal Rosarians.

Kiddies Parade

Date: Saturday – June 17, 2017

Time: 6:00 pm – 7:00 pm

Location: State Avenue 7th – 5th

Contact: Michelle Giesler PH 360-653-6584

Don't let the length of this parade fool you! From costumes to pets to bikes, the youngsters in this non-motorized parade just want to have fun.

Grand Parade

Date: Saturday – June 17, 2017

Time: 7:45 pm – 10:00 pm

Location: State Avenue

Contact: Dina Sekste-Bittner PH 360-607-5385

Everyone loves a parade. This year's Grand Parade is sure to delight young and old alike.

Watch as the marching bands, floats and other entries make their way down State Avenue. Announcer Stand locations: 3rd & State (Hilton Pharmacy), 5th & State Reviewing Stand & TV Cameras, 1031 State, Heritage Bank, 1098 State Pawn Exchange, 1259 State Maryfest Office.

Northwest Best TV Show (www.northwestbesttvshow.com/) will be producing the TV coverage for the parade this year.

Contact: Jeff Madsen PH 206-226-8690

Fireworks

Date: Saturday – June 17, 2017

Time: 10:00 pm – 10:30 pm

Location: City Public Works

**Contact: Entertainment Fireworks, Inc - Ken Julian PH 360-352-8911,
Maryfest - Dina Sekste-Bittner PH 360-607-5385**



STREET CLOSURES

Thursday - June 14, 2017

After 12:00 Noon 7th Street from Alder to Quinn

***The beer garden is going to set up Thursday. Street to remain closed until Sunday, June 20nd at 10:00 pm.

Friday – June 16, 2017

“NO PARKING AFTER 4:00 PM SATURDAY, JUNE 17th” signs posted with Barricades on 2nd from Columbia Avenue to Quinn Avenue and at 3rd & Alder (both sides of streets). Except for Band & Drill teams buses and vans.

Saturday – June 17, 2017

1:00 pm 5th Street from State to Columbia
5th Street from State to Delta

3:00 pm 7th Street from State to Quinn

4:00 pm **Rolling Close** to start at 80th & State going South on State Avenue from 80th & Grove & Grove to 4th.
76th St from State Avenue to 43rd
Grove Street to 43rd to State.
6th Street to 10th from State Avenue to Columbia
6th Street to 9th from State Avenue to Delta
2nd Street from Columbia to Quinn

5:00 pm 3rd Street from State to Alder
State Avenue from 4th to 3rd

6:00 pm Alder (43rd) Street from Grove to 76th

7:00 pm Grove Street from Cedar to 47th

7:30 pm 4th Street from Cedar to 47th

State Avenue to remain closed from Grove to 1st as well as 1st and Cedar to State until after fireworks – approx 10:30 pm

**** Streets should be closed to all traffic with the exception of emergency vehicles and Festival officials. Special passes will be posted on all Festival vehicles. Copy will be provided at later date. Dina Sekste-Bittner will work with WADOT & City of Marysville for required permits for 4th Street closure.**



PUBLIC WORKS ASSISTANCE

STREET DEPARTMENT

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closures signs (please see page 12). Maryfest, Inc. will provide the required signage for posting notice of closure of SR 528, 4th Street and 88th Street Freeway Exits and Ebey Slough Bridge.

Wednesday– June 14th

BEER GARDEN: Barricades after 8:00 pm on 7th Street from Alder to Quinn.
Beer Garden will be setting up on Thursday.

Wednesday – June 14th

MARKET: Barricade placed at back gate of Asbery Field on Quinn.

Saturday – June 17st

5:00 pm to end of event
GRAND PARADE: Please see street closures to determine how many barricades are needed. Barricades places on 3rd to 2nd street jog used by parade participants (per suggestion of street department)

WATER DEPARTMENT

Sandbags for Fireworks

SANITATION DEPARTMENT

Thursday, June 15th – Sunday, June 18nd, 2017

Dumpster for Market

4 dumpsters placed on corner of 7th & Alder next to fence
Service is requested once per day in AM on all dumpsters

Recycle container for Market

20 Recycle containers

Saturday, June 17, 2017

Trash & Recycle containers in ½ block intervals on State Ave from 76th to 3rd

Trash & Recycle containers in 1 block intervals on 3rd from State to Alder

Dumpster for fireworks at Public Works



POLICE DEPARTMENT ASSISTANCE

Friday, June 16th, 2017

Market: 2:00 pm – 9:00 pm

Occasional walk through to monitor Asbery Field

Saturday, June 17st, 2017

Grand Parade: 4:00 pm to end of event

Assistance with crowd control and street closures

Parade Vendors: 5:00 pm to end of event

Festival officials will call Command Post if assistance is needed in removing non-authorized vendors from parade route.

Market: 10:00 am – 9:00 pm

Occasional walk through to monitor Asbery Field

Kiddies and Grand Parades: Seafair Marshals will assist in crowd control.

Market Security: The market committee is working with the Marysville Police Department to provide paid security. Market committee contact will be given to the police dept.

Dates and times security is needed: Thursday- June 15th, Friday – June 16th & Saturday – June 17st,

Hours for all three (3) nights: 9:00 pm – 6:00 am

Carnival: Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc. is NOT responsible for carnival security.**



FIRE DEPARTMENT ASSISTANCE

Saturday – June 17st , 2017

4:00 pm – 6:00 pm

GRAND PARADE: Fire Marshall requested at Marysville School District main office for float inspections.



PARKS DEPARTMENT ASSISTANCE

MAY 08, 2017 – 32 days prior to Festival until Monday, June 19th, 2017
ALL FESTIVAL BANNERS TO BE HUNG UP

WEDNESDAY- JUNE 14, 2017

Market : Usage from 8:00 am Thursday, June 15th – Sunday, June 18th
10-12 picnic tables to be used in food court
1 gator
Electrical cord crossing guards

SATURDAY – JUNE 17, 2017

ROSE PLANTING: Usage from 9:30am to approx 10:45am (Totem Middle School on State Ave between 7th & 8th)
1 Portable PA system
1 Portable 10x10 tent

PARADE: Usage from 12:00 Noon – 11:00 pm
2 golf carts to be delivered to Key Bank at 76th Street

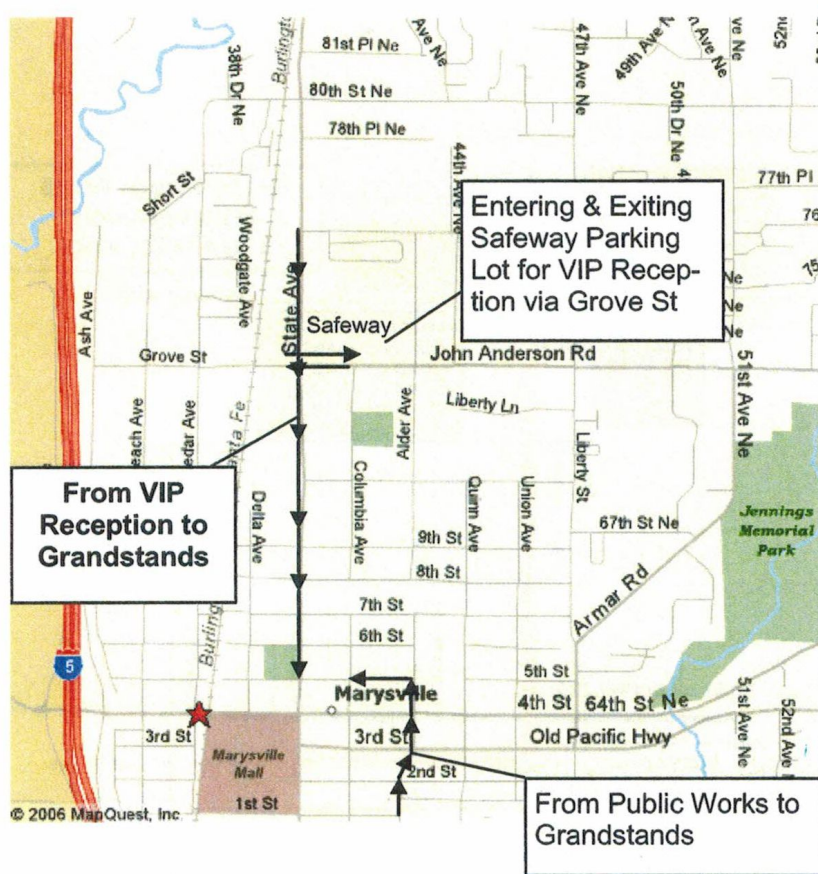
Map of Events

Courtesy of The Marysville Globe





VIP Transportation Routes



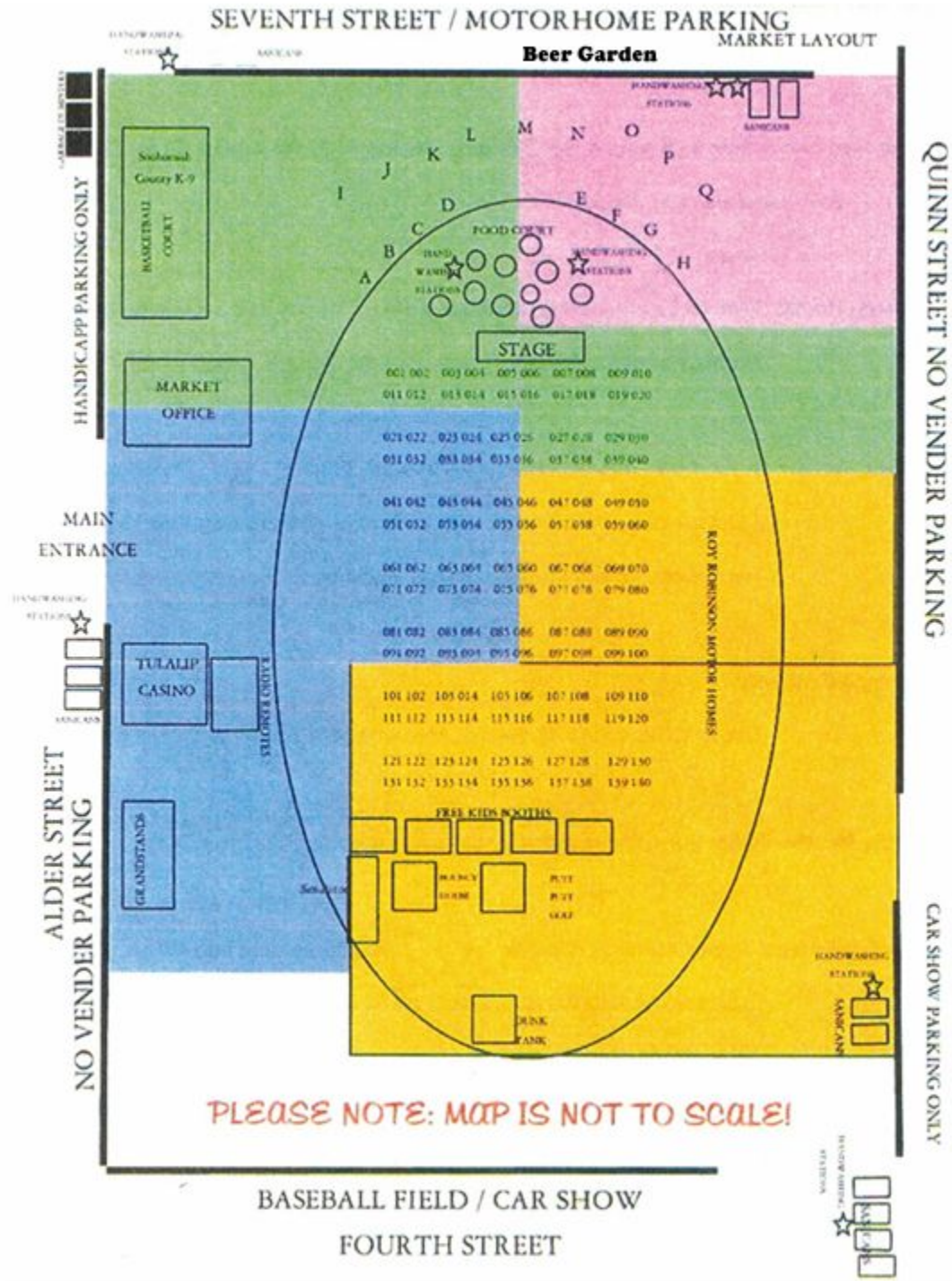
VIP Transportation Director: **Rick Lewis 425-268-7558**

While the roads are closed, VIP Transportation will be taking the following routes. All VIP Shuttles will be clearly marked.

- VIP Shuttles will be taking people from Dispersal (Public Works) along Alder Ave to the grandstands on 5th St. and to the start of the parade (76th St.).
- VIP Shuttles will be on State Ave. until 7:30 pm taking people from the start of the parade route (76th St.) and the grandstands (5th St.)
- VIP Shuttles will be taking people to the VIP Reception at Safeway and will enter and exit the Safeway Parking Lot from Grove St. to State Ave.



Market Evacuation Map



Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 05/08/2017

AGENDA ITEM:	
Consider Banking Services Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Jan Berg, Assistant Finance Director/City Clerk	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed PSA	
BUDGET CODE:	AMOUNT:
Various	
SUMMARY:	

On February 14, 2017 the Finance Department issued a Request for Proposal (RFP) for Banking Services and sent a copy to the fourteen banks which have a branch location within the city limits. The City received six responses that were then individually reviewed by a team from the Finance Department and evaluated based on cost of service, governmental expertise and customer service. Key Bank was the unanimous recommendation ranking clearly above the other proposals. An interview was conducted and the recommendation is to contract for a three year term with the ability to negotiate to extend for two additional three year terms.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Professional Services Agreement with Key Bank for banking services.</p>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KEY BANK**

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of May, 2017, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Key Bank, a Corporation, organized under the laws of the state of Washington, located and doing business at 1301 5th Ave. Seattle, WA 98101 (“Consultant”).

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

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement shall commence on _____ and shall terminate at midnight on _____. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed costs stated in the attached exhibits within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

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

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

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

_____(initials) _____(initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

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

- (1) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (2) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (3) Consultants Errors or Omissions or Professional Liability.
- (4) Bankers Professional Liability Insurance with All Risk Coverage.
- (5) Electric Funds Transfer and Computer Fraud Insurance.
- (6) Directors & Officers Liability Insurance.

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

- (1) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (2) Consultants Errors or Omissions or Professional Liability insurance shall be written with limits no less than \$10,000,000 per occurrence.
- (3) Bankers Professional Liability Insurance with All Risk Coverage shall be written with limits no less than \$10,000,000 per occurrence.
- (4) Electric Funds Transfer and Computer Fraud Insurance shall be written with limits no less than \$10,000,000 per occurrence.
- (5) Directors & Officers Liability Insurance shall be written with limits no less than \$10,000,000 per occurrence.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with

original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

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

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

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

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

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an

independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

4.10 EMPLOYMENT.

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

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

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
 Jan Berg, Assistant Finance Director/City Clerk
 1049 State Avenue
 Marysville, WA 98270

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

Key Bank

Robbi Stedman
1301 5th Ave
Seattle, WA 98101

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

[CONSULTANT]

By: _____

By: _____

Jon Nehring, Mayor

[Name]

Its: [Title]

Attested/Authenticated:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Cost Proposal Forms

General Account Services

		AVERAGE MONTHLY ACTIVITY (IN UNITS) FY 2016	UNIT PRICE	EXTENDED AMT
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BALANCE RELATED SERVICES:

FDIC ASSESSMENT

10,073,227	0.0000	-
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GLOSSARY INDEX					
1	ACCOUNT MAINTENANCE	8	10.0000	80.00	
9	BANKING CENTER DEPOSIT	2	1.0000	1.67	
25	VAULT DEPOSIT	125	1.0000	124.67	
	CHECK DEPOSIT PAPER	1	1.0000	1.00	
16	DEBITS POSTED - OTHER	1	0.0000	-	
18	DEPOSIT CORRECTION - NON CASH	1	7.0000	9.80	
26	ZBA MASTER ACCOUNT MAINTENANCE	1	10.0000	10.00	
27	ZBA SUBSIDIARY ACCOUNT MAINTENANCE	2	10.0000	19.17	
	ZBA PER TRANSACTION	37.41666667	0.0000	-	
22	RETURNS - CHARGEBACK	5	3.0000	15.82	
23	RETURNS - RECLEAR	7	2.0000	13.17	
	RETURNS - RECLEAR SVC	1	0.0000	-	
	CHECKS DEPOSIT UN-ENCODED ITEMS	134	0.0500	6.70	
	CHECKS DEPOSIT UN-ENCODED ITEMS	1,245	0.0500	62.26	
	CHECKS DEPOSIT FOREIGN ITEMS	1	3.0000	3.00	
15	DEBITS POSTED - ELECTRONIC	32	0.0000	-	
12	CREDITS POSTED - ELECTRONIC	289	0.0000	-	
	DEPOSIT ACCT STMT	8	0.0000	-	
24	STOP PAY MANUAL <=12 MONTHS	1	25.0000	25.00	
	GCS-STOP PAY	1	5.0000	5.00	
	TRANSMISSION MAINTENANCE	1	0.0000	-	

DEPOSITORY SERVICES:

GEN DISB CKS PD-IS FRONT IMG	776	0.0000	-
GEN DISB CKS PD-IS FRT BK IMG	41	0.0000	-

COMMERCIAL DEPOSITS - CASH VAULT:

17	DEPOSIT CORRECTION - CASH	1	0.0000	-
13	CURR/COIN DEP/\$100-BKG CTR	30	0.0020	0.06
14	CURR/COIN DEP/\$100-VLT	1,315	0.0010	1.31
	DEP CONDITIONING-SURCHG-VAULT	2	0.0000	-
19	SUPPLIES-DEPOSIT BAGS	2	0.0000	-
	SUPPLIES-DEPOSIT BAGS	1	0.0000	-
	SUPPLIES-DEPOSIT TICKETS	1	0.0000	-
	MAIL NOTIFICATION-DON OR RECEIPT-VLT	91	1.0000	90.92

GENERAL ACH SERVICES:

	ACH DELETE/REVERSAL	1	25.0000	25.00
7	ACH RETURN ITEM	2	2.0000	3.75
5	ACH MONTHLY MAINTENANCE	2	25.0000	50.00
4	ACH INPUT-FILE	2	10.0000	19.17
4	ACH INPUT-FILE	5	10.0000	54.17
6	ACH NOTIFICATION OF CHANGE (NOC)	1	2.0000	2.00
8	ACH STANDARD REPORTS	2	10.0000	16.36
11	ACH CONSUMER ON US CREDITS	96	0.0800	7.70
10	ACH CONSUMER OFF US CREDITS	564	0.0800	45.11
	ACH CONSUMER ON US DEBITS	46	0.0800	3.65
	ACH CONSUMER OFF US DEBITS	217	0.0800	17.36
	ACH CREDIT RECEIVED ITEM	1	0.0800	0.08
2	ACH CREDIT RECEIVED ITEM	286	0.0800	22.85
3	ACH DEBIT RECEIVED ITEM	34	0.0800	2.75

WIRE TRANSFER:

	CPO GP MTHLY MAINT BASIC	1	25.0000	25.00
	PHONE WIRE OUT - DOMESTIC	2	20.0000	30.00
	MANUAL WIRE OUT - DOMESTIC	2	20.0000	37.14
	MANUAL WIRE BOOK DEBIT	1	25.0000	25.00
20	INCOMING DOMESTIC WIRE	3	11.0000	34.00

PH OR STND ORDER TEMP STORE	2	0.0000	-
ACCOUNT RECONCILIATION:			
PAYEE POSITIVE PAY-ISSUE MATCH	783	0.0200	15.65
ARP PPAY INPUT FILE-TRANS	5	10.0000	46.67
ARP FULL PPAY MAINT PAPER RPT	2	25.0000	50.00
ARP FULL PPAY INPUT PER ITEM	783	0.0350	27.39
ARP VOID CANCEL ITEMS	7	0.0000	-
ARP VOID CANCEL ITEMS	2	0.0000	-
ARP PPAY MAINT-NO RECON	1	0.0000	-
ARP PPAY NO RECON INPUT ITEM	45	0.0200	0.91
PAYEE POSITIVE PAY MAINT	2	10.0000	20.00
POSITIVE PAY EXCEPTIONS	1	0.0000	-
ARP POSITIVE PAY RETURN-OTHER	1	0.0000	-

INFORMATION SERVICES:			
CPO ARP POSITIVE PAY NOTIF	42	0.0000	-
CPO ARP ISSUE NOT RECD NOTIF	22	0.0000	-
CPO ARP ISSUE POSTED NOTIF	7	0.0000	-
CPO ARP ISSUE RECD NOTIF	6	0.0000	-
CPO ONLINE SUBSCRIPTION	1	0.0000	-
CPO IR MAINT	1	25.0000	25.00
CPO PDR ACCOUNT	2	25.0000	50.00
CPO PDR ITM STORED	556	0.0500	27.79
CPO PRESEARCH ITEM	5	0.0000	-
CPO PER IMAGE ACCESS	2	0.0000	-
GCS TRANSACTION HISTORY	2	0.0000	-

IMAGE			
IMAGE ARCHIVE-90 DAYS	757	0.0000	-
IMAGE MAINTENANCE CPO	2	12.0000	24.00

MISCELLANEOUS:			
CHECK COPY	1	10.0000	10.00
PHOTOCOPY-MANUAL	1	10.0000	10.00



OTHER REQUIRED SERVICES NOT PREVIOUSLY LISTED:

	0.0000	-
ACH Addenda Record	0.0400	0.04
ACH DIRECT EPA AUTHORIZATION	5.0000	5.00
ACH DIRECT MONTHLY MAINT	25.0000	25.00
EPA ADMIN FEE W/ACH		
DIRECT	10.0000	10.00
RDC MONTHLY FEE	25.0000	25.00
RDC REPORTING MODULE	10.0000	10.00
RDC SCANNED ITEM	0.0300	0.03
KTT WIRE MAINTENANCE	0.0000	-
KTT ZBA REPORT	0.0000	-
		-
		-
		-
		-
		-

Total \$ 1,273.12

SUBMITTALS

Submittal 1: BASIC COST ALLOCATIONS

Financial Institution Name: KeyBank N.A.

BASIC SERVICE COST ALLOCATIONS

We agree to furnish the required services identified in the attached form to be used in computing a required monthly compensating balance:

B. COMPENSATING BALANCE AND INTEREST RATE

CALCULATIONS Required compensating balance \$

Approximately \$9,000,000 @ 0.20% Earnings Credit Rate.

*Please note Earnings Credit Rating is subject to change.

Calculation of Earnings Credit

Earnings Credit Rate divided by 100 to create decimal	0.00200
Multiplied by days in month (30)	0.06200
Divided by days in year (365)	0.000169863
Truncated at 5 decimals	0.00016
Multiplied by the Balance Available to Support Services (\$9,000,000) *	\$ 1,440.00
Line Above = Earnings Credit Allowance	

Information contained in your statement will include: average ledger balance; average float; average collected balance; total depository and treasury management services used; total of all service charges for your relationship; and a client history with a summary of balances and service charge activity.

2. Resource Personnel

The financial institution shall identify personnel in both the City of Marysville branch and main office who are available during normal working hours to answer questions pertaining to transactions, requiring more detailed explanation. These personnel shall be familiar with the City’s account(s) and the Banking Services Contract.

Your Key Team

Your Key Team members are dedicated to establishing a close relationship with the City. They will provide you with a personal and hands-on approach, beginning with implementation of any new services and lasting throughout the relationship.

Each team member will be familiar with the City’s proposed banking relationship with Key. As such, in the event that one of your main contacts is not available, the other qualified members of your Key Team are ready to step in seamlessly and assist you. The City’s Key Team members are as follows:

Contact	Expertise/Role	Address/Phone/Email
Remy Loges	Sales Associate Public Sector	1301 5th Avenue Seattle, WA 98101 Phone: 206-689-5722 Remy.Loges@key.com
Debbie Rivetts	Vice President Senior Client Manager ECP - Public Sector	1301 5 th Avenue Seattle, WA 98101 Phone: 206-343-6961 Debbie_A_Rivetts@KeyBank.com
Robbi Stedman	Vice President Senior Relationship Manager Public Sector Banking KeyBanc Capital Markets	1301 5 th Avenue Seattle, WA 98101 Phone: 206-343-6970 Robbi.Stedman@Key.com
Susie Todaro	Vice President Senior Payments Advisor Enterprise Commercial Payments	127 Public Square Cleveland, OH 44114 Phone: 216-689-4411 STodaro@Key.com

Experience and Responsibilities

Robbi Stedman will be the primary contact for the City’s account management. She will work with you collaboratively to ensure your complete satisfaction with the relationship, as well as act as a partner in helping you accomplish your financial objectives. Robbi will make certain that all contract requirements are met and educate you about new solutions and services that are available to meet your changing needs. She will work in

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/8/2017

AGENDA ITEM:	
A Resolution of the City of Marysville Amending Bid and Purchasing Policy and Repealing Resolution No. 2327	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director and Rochelle Barker, CA Admin. Asst.	
DEPARTMENT:	
Finance and Legal	
ATTACHMENTS:	
Draft Amending Resolution Resolution No 2327	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Review of the City's current purchasing policy has suggested changes to assist with compliance, efficiency and effectiveness. The statutory purchasing requirements can be confusing, which at times, has led to project delays. The recommended amendments provide clarity and address additional items such as types of purchases, grants, and policy administrator.

In regards to grants, the amendments identify the appropriate procurement path to follow to be compliant. The amendments also identify the policy administration as the Finance Director and the procedures manual.

RECOMMENDED ACTION:

Staff recommends Council approve the Resolution of the City of Marysville Amending Bid and Purchasing Policy and Repealing Resolution No. 2327.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DELEGATING
CONTRACTING AUTHORITY, ESTABLISHING MINIMUM
PROCUREMENT PROCEDURES, AND REPEALING
RESOLUTION NO. 2327

WHEREAS, Washington State law requires the City to follow certain procedures in bidding and awarding public work projects, requires the City to follow certain procedures in procuring specified services, and otherwise allows the City Council to establish the manner in which the City procures public works, goods, and services; and

WHEREAS, the City desires to establish provisions for interlocal cooperative purchasing agreements as allowed under RCW 39.34; and

WHEREAS, the City Council desires to delegate its contracting authority, in accordance with this Resolution, to allow the City to serve the public good by procuring public works, goods, and services in an efficient and effective manner that complies with State law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AS FOLLOWS:

Section 1. Delegation of Contracting Authority and Reservation of Council Approval.

The City Council must approve the following agreements prior to the Mayor executing them:

- a. All agreements with a total cost of \$75,000 or greater.
- b. All interlocal agreements.
- c. All change orders, amendments, or supplemental agreements modifying an existing agreement that had an original total cost of \$75,000 or greater.
- d. All change orders, amendments, or supplemental agreements modifying an existing agreement that had an original total cost of less than \$75,000 but where the cumulative total of the original agreement and all change orders, amendments, and supplemental agreements will exceed \$75,000.

The Mayor may otherwise execute agreements, as necessary, without Council approval, provided that the agreement is solicited and awarded in accordance with the minimum procedures contained in this Resolution and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution.

Section 2. Minimum Procurement Requirements.

City staff shall follow, at a minimum, the procedures listed below, and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution. Procedures are not inconsistent if they require, for a particular procurement, more process or more competition than specified in this Resolution.

- a. Purchase of Goods, Materials, and Supplies (unrelated to a public work). The procurement of goods, materials, and supplies must comply with the table below:

Limit*	Minimum Requirement
\$0 – \$2,499	Single Quote – Department Heads may use a local purchase order or purchasing card.
\$2,500 – \$34,999	Minimal Competition – City staff must obtain three verbal quotes from at least three suppliers.
\$35,000 – \$149,999	Informal Competition – City staff must obtain written quotations from at least three suppliers.
\$150,000 and Above	Formal Competition – City staff must utilize competitive bidding.

*Including applicable taxes and freight

b. Services.

- i. *Architectural and Engineering Professional Services*. City staff must comply with chapter 39.80 RCW for procuring professional services within the architectural, engineering, land surveying, or landscape architecture professions.
 - ii. *Other Services*. City staff must utilize the level of competition that is practical under the circumstance and follow any guidance from the Legal Department. Where price alone is not the determining factor, staff may utilize requests for proposals.
- c. Public Work. Procurements involving a public work of the City must comply with the minimum competition listed in the table below (staff may always utilize any greater competition listed for higher dollar thresholds):

Single Craft/Trade		Multi Craft/Trade	
Limit	Minimum Competition	Limit	Minimum Competition
\$0 – \$2,499	Single Quote	\$0 – \$2,499	Single Quote
\$2,500 – \$40,000	Minimal Competition (three verbal quotes)	\$2,500 – \$64,999	Minimal Competition (three verbal quotes)
\$40,000 – \$299,999	Small Works Roster (at least five contractors)	\$65,000 – \$299,999	Small Works Roster (at least five contractors)
\$300,000 and Above	Competitive Bidding	\$300,000 and Above	Competitive Bidding

Section 3. Cooperative Purchasing.

The City must enter into an interlocal cooperative purchasing agreement, in accordance with the provisions set forth in RCW 39.34 as currently written or hereafter amended, prior to executing an agreement for a cooperative purchase.

When purchases are made from a contract awarded by another public agency and where an interlocal cooperative purchasing agreement is in place, any statutory obligation to provide notice for bids or proposals that applies to the City is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (1) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (2) provided an access link on the state's web portal to the notice.

The City may include, in any invitation to bid, request for proposals, or other solicitation notice that the City participates in cooperative purchasing and that other public agencies may desire to place orders in accordance with the awarded contract. Bidders/proposers may be asked to indicate if they agree to allow orders from other public agencies that have an interlocal cooperative purchasing agreement with the City.

Section 4. Grant Funds.

In order to insure that procurements with grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements applicable to the grant funds.

Section 5. Federal Grant Funds.

a. Procurement Policy.

In order to insure that procurements with Federal grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with Federal grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements of the Federal grant or Federal law and regulations.

b. Code of Ethics.

City staff involved in the procurement of goods and services with Federal grant funds shall have a full understanding of the Federal awarding agency's conflict of interest policies applicable to the award.

City staff involved in the procurement of goods and services with Federal grant funds must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

City staff involved in the procurement of goods and services with Federal grant funds must comply with State law and the City's Code of Ethics, codified in chapter 2.80 of the Marysville Municipal Code.

Section 6. Exceptions and Waiver of Competitive Procurement.

Notwithstanding the procedures identified in this Resolution, nothing shall prohibit City staff and the Mayor from soliciting or entering into an agreement as otherwise authorized by State law. To the extent authorized by State law, the City Council waives competitive procurement requirements in the following situations and any other situations authorized by state law:

- (1) Purchases that are clearly and legitimately limited to a single source of supply;
- (2) Purchases involving special facilities or market conditions;
- (3) Purchases in the event of an emergency;
- (4) Purchases of insurance or bonds;
- (5) Public works in the event of an emergency; and
- (6) Purchases supplies, materials, or equipment through an auction conducted by the United States or an agency thereof, an agency of the state of Washington, a municipality, or other government agency, or a private party if the items can be obtained at a competitive price.

Section 7. Administration. Administration of this Resolution is the responsibility of the Finance Director.

Section 8. Repealer. Resolution No. 2327 is hereby repealed for the reason that it is replaced by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2017.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 8, 2017

AGENDA ITEM: PA17-013 – Code Clean-up Amendments	AGENDA SECTION: New Business	
PREPARED BY: Angela Gemmer, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Memo to Planning Commission dated 4/11/17 2. PC Minutes dated 3/14/17, 3/28/17 and 4/11/17 3. Adopting Ordinance 4. Email from MBA in support of amendments dated 3/28/17 5. Letter from Gloria Hirashima, CAO to MBA dated	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

The Planning Commission (PC) held a public hearing on April 11, 2017 to review proposed amendments to Marysville Municipal Code Title 22, *Unified Development Code*. The proposed amendments are responsive to concerns raised by the Master Builders Association, developers of senior communities, and a prospective local business. The amendments include: a) a change to the net project area definition to allow for a flat 20 percent deduction for access areas and right-of-way when calculating residential density; b) a residential height deviation to allow for taller homes on sloped lots in single family zones; c) an increase to residential building coverage and impervious surface coverage in single family zones; d) an amendment to the permitted uses matrices to allow taxi stands and automotive rental/leasing in industrial zones consistent with the treatment of other motor vehicle related uses; and e) elimination of the mandate to provide low income housing in Master Planned Senior Communities.

The PC received testimony from staff and other interested parties at the public hearing following public notice. The PC made a motion to recommend the proposed amendments to City Council for adoption by ordinance.

RECOMMENDED ACTION: Affirm the Planning Commission’s recommendation and adopt the code clean-up amendments by Ordinance.
COUNCIL ACTION:



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

MEMORANDUM

DATE: April 11, 2017

TO: Planning Commission

FROM: Angela Gemmer, Senior Planner

RE: 2017 Code Amendments

CC: Dave Koenig, Community Development Director
 Chris Holland, Planning Manager
 Cheryl Dungan, Senior Planner
 Amy Hess, Associate Planner

The following are proposed code amendments responsive to concerns presented to City staff by the Snohomish County Master Builders Association (MBA), a business owner looking to relocate to the City of Marysville, and developers of senior living communities. Among the code amendments outlined in this memo is a new amendment pertaining to Master Planned Senior Communities (MPSCs) that is responsive to concerns raised by prospective developers of MPSCs. Additional information on this amendment is presented under Code Amendment 5 below.

Code Amendment 1 – Net Project Area Revision

Within the City, the allowable density for residential projects is determined by using a net project area calculation which consists of deducting several items from a property's gross acreage. Among the items deducted from the gross project area are itemized deductions for right-of-way, private roads, access easements, and panhandles. The feedback from MBA is that the current calculation is cumbersome. In order to streamline the calculation, the definition of net project area is proposed to be amended to give developers the option of either making an itemized deduction of right-of-way, private roads, access easements, and panhandles from the gross density, or the alternative of taking a straight 20% deduction for these access areas. This proposed change would read as follows:

22A.020.150 "N" definitions.

"Net project area" means the gross project area minus, ~~floodplains, utility easements 30 feet wide or greater, publicly owned community facility land and right of way, storm water detention facility tracts or easements (unless underground and usable for recreation), private roads or access easements, panhandles, and nontransferable critical areas (e.g., stream channels) per MMC [22E.010.360](#). If storm water detention areas are designed and constructed to meet low impact development standards, 50 percent of the area used for detention may be counted as net project area.;~~

(1) ~~floodplains;~~

(2) ~~nontransferable critical areas (e.g., stream channels) per MMC [22E.010.360](#);~~

- (3) utility easements 30 feet wide or greater;
- (4) publicly owned community facility land;
- (5) storm water detention facility tracts or easements (unless underground and usable for recreation);. If storm water detention areas are designed and constructed to meet low impact development standards, 50 percent of the area used for detention may be counted as net project area; and
- (6) right-of-way, private roads, access easements, and panhandles. As an alternative to an itemized deduction, the developer may elect to take a flat 20% deduction from the gross project area for right-of-way, private roads, access easements, and panhandles.

Code Amendment 2 – Residential Daylight Basement Administrative Deviation

The City's current method for calculating the height of residences generally consists of taking the four planes of the structure from the finished grade to the highest point of the roof, and then averaging the height of the four planes. The following code definitions guide the calculation of building height:

22A.020.030 "B" definitions.

"Base elevation" means the average elevation of the approved topography of a parcel at the midpoint on each of the four sides of the smallest rectangle which will enclose the proposed structure, excluding all eaves and decks. The approved topography of a parcel is the natural topography of a parcel or the topographic conditions approved by the city prior to August 10, 1969, or as approved by a subdivision, short subdivision, binding site plan, shoreline substantial development permit, filling and grading permit or SEPA environmental review issued after August 10, 1969. An approved benchmark will establish the relative elevation of the four points used to establish the base elevation.

"Building height" means the vertical distance from the base elevation of a building to the highest point of the roof, exclusive of building appurtenances.

In the single family residential zones of R-4.5, R-6.5, R-8, and WR-R-4-8 the height is limited to 30 feet tall. Concerns were raised by MBA that on sloped lots, the current method for calculating height does not always allow for a daylight basement. A daylight basement is a part of the house which is open to the backyard and is livable space which results in the house being three stories on at least one side.

At the March 14, 2017 PC meeting, an administrative deviation was proposed that would have, on a case-by-case basis, allowed for an increase in the height above the base height limit in order to accommodate a daylight basement. Concerns were expressed by the building community that predictability is needed on the height allowance, and that an administrative deviation may be inconsistently applied. In response to these concerns, an amendment is proposed that would allow the base height for the principal dwelling to be increased to 35 feet on lots that have a 10 percent or greater slope within the building's footprint in order to accommodate a daylight basement or garage. The proposed amendment would read as follows:

22C.010.080 Densities and dimensions.

(1) Interpretation of Table.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC [22C.010.100](#) through [22C.010.250](#).

(b) The density and dimension table is arranged in a matrix format and is delineated into the residential use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone set forth in MMC [22C.010.090](#). A blank box indicates that there are no specific requirements. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote following the standard.

(2) General Densities and Dimension Standards.

	R-4.5	R-6.5	R-8	WR-R-4-8 (16) (17)	R-12 (13)	R-18 (13)	R-28 (13)	WR-R-6-18 (13)(16) (17)
Density: Dwelling unit/acre (6)	4.5 du/ac	6.5 du/ac	8 du/ac	4.5 du/ac	12 du/ac	18 du/ac	28 du/ac	6 du/ac (detached sf) 10 du/ac (attached multifamily)
Maximum density: Dwelling unit/acre (1)	-	-	-	8 du/ac	18 du/ac	27 du/ac	36 du/ac	18 du/ac
Minimum street setback (3) (15)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft	25 ft	25 ft	20 ft
Minimum side yard setback (3)	5 ft (10)	5 ft (10)	5 ft (10)	5 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10)	10 ft (10, 11, 12)
Minimum rear yard setback (3)	20 ft	20 ft	20 ft	20 ft	25 ft	25 ft	25 ft	25 ft
Base height	30 ft (18)	30 ft (18)	30 ft (18)	30 ft (18)	35 ft (4)	45 ft (4)	45 ft (4)	35 ft (4)
Maximum building coverage: Percentage (5)	40%	40%	50%	50%	50%	50%	50%	40%
Maximum impervious surface: Percentage (5)	45%	45%	50%	50%	70%	70%	75%	70%
Minimum lot area	5,000 sq ft	5,000 sq ft	4,000 sq ft	5,000 sq ft	-	-	-	-

Minimum lot area for duplexes (2)	12,500 sq ft	7,200 sq ft	7,200 sq ft	7,200 sq ft	-	-	-	-
Minimum lot width (3)	60 ft	50 ft	40 ft	40 ft	70 ft	70 ft	70 ft	70 ft
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (14)	20 ft	20 ft	20 ft	20 ft	-	-	-	-

22C.010.090 Densities and dimensions – Development conditions.

(1) Maximum Density – Dwelling Unit/Acre.

(a) The maximum density for R-12, R-18, R-28, WR-R-4-8 and WR-R-6-18 zones may be achieved only through the application of residential density incentive provisions outlined in Chapter [22C.090](#) MMC.

(b) The maximum net density for the single-family zones is the same as the base density; provided, that for PRD developments the maximum density may be increased by up to 20 percent through the application of residential density incentive provisions outlined in Chapter [22C.090](#) MMC.

(2) The minimum lot sizes for duplexes apply to lots or parcels which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a “duplex disclosure,” and comply with the density requirements of the comprehensive plan (six units per acre for the R-4.5 zone and eight units per acre for the R-6.5, R-8, and WR-R-4-8 zones).

(3) These standards may be modified under the provisions for zero lot line and townhome developments.

(4) Base Height.

(a) Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit; provided, that the maximum height may not exceed 60 feet.

(b) Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.

(5) Applies to Each Individual Lot. Building coverage and impervious surface area standards for:

(a) Regional uses shall be established at the time of permit review; or

(b) Nonresidential uses in residential zones shall comply with MMC [22C.010.250](#).

(6) Density – Dwelling Unit/Acre.

(a) The densities listed for the single-family zones (R-4.5, R-6.5, R-8) and single-family development in the Whiskey Ridge zones (WR-R-4-8, WR-R-6-18) are maximum net densities.

(b) Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.

(7) The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.

(8) On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway are provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear

distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.

(9) Residences shall have a setback of at least 50 feet from any property line if adjoining an agricultural zone either within or outside the city limits.

(10) For townhomes or apartment developments, the setback shall be the greater of:

(a) Twenty feet along any property line abutting R-4.5 through R-8, and WR-R-4-8 zones; or

(b) The average setback of the R-4.5 through R-8 zoned and platted single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC [22C.010.210](#) and accessory structures existing at the time the townhome or apartment development receives approval by the city.

(11) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.

(12) Townhome setbacks are reduced to five feet on side yard setbacks provided the buildings meet a 10-foot separation between structures.

(13) Single-family detached units on individual lots within the R-12 through R-28, and WR-R-6-18 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.

(14) Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.

(15) Subject to MMC [22A.020.130](#), subsection (1)(a) of the definition of "lot lines."

(16) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.

(17) Projects with split zoning (two or more distinct land use zones) may propose a master site plan to density average at the zone edge or modify the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition between land uses and zones. Approval is at the discretion of the community development director.

(18) In order to accommodate a daylight basement or garage, the base height for the principal dwelling may be increased to 35 feet on lots with a 10 percent or greater slope within the building's footprint.

Code Amendment 3 – Increase in SFR Building & Impervious Surface Coverage

The MBA raised concerns that the City's current lot coverage and impervious surface standards are too restrictive in the single family residential zones of R-4.5, R-6.5, R-8, and WR-R-4-8 which limits the types of homes that can be constructed. In order to address this concern, the allowable building coverage in the R-4.5 and R-6.5 zones is proposed to be increased from 35 to 40 percent, and the impervious surface coverage for new developments is proposed to be increased from 45 to 50 percent. In the R-8 and WR-R-4-8 zones, the impervious surface coverages are proposed to be increased from 50 to 65 percent. The higher building coverages would apply to all lots while the higher impervious surface coverages would apply to new land use applications, or currently pending applications that have not yet begun construction and can propose a minor modification in order to amend their stormwater

facilities in order to accommodate the additional impervious surface. Concerns that were previously expressed by the building community regarding allowing higher coverages on lots between 4,000 and 5,000 square feet, or omitting building coverage allowances altogether, have been withdrawn. The proposed amendment would read as follows:

22C.010.080 Densities and dimensions. 

(1) Interpretation of Table.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC [22C.010.100](#) through [22C.010.250](#).

(b) The density and dimension table is arranged in a matrix format and is delineated into the residential use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone set forth in MMC [22C.010.090](#). A blank box indicates that there are no specific requirements. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote following the standard.

(2) General Densities and Dimension Standards.

	R-4.5	R-6.5	R-8	WR-R-4-8 (16) (17)	R-12 (13)	R-18 (13)	R-28 (13)	WR-R-6-18 (13)(16) (17)
Density: Dwelling unit/acre (6)	4.5 du/ac	6.5 du/ac	8 du/ac	4.5 du/ac	12 du/ac	18 du/ac	28 du/ac	6 du/ac (detached sf) 10 du/ac (attached multifamily)
Maximum density: Dwelling unit/acre (1)	-	-	-	8 du/ac	18 du/ac	27 du/ac	36 du/ac	18 du/ac
Minimum street setback (3) (15)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft	25 ft	25 ft	20 ft
Minimum side yard setback (3)	5 ft (10)	5 ft (10)	5 ft (10)	5 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10)	10 ft (10, 11, 12)
Minimum rear yard setback (3)	20 ft	20 ft	20 ft	20 ft	25 ft	25 ft	25 ft	25 ft
Base height	30 ft	30 ft	30 ft	30 ft	35 ft (4)	45 ft (4)	45 ft (4)	35 ft (4)
Maximum building coverage: Percentage (5)	35% 40%	35% 40%	50%	50%	50%	50%	50%	40%
Maximum impervious surface: Percentage (5)	45%; <u>50%</u>	45%; <u>50%</u>	50%; <u>65%</u>	50%; <u>65%</u>	70%	70%	75%	70%

Minimum lot area	5,000 sq ft	5,000 sq ft	4,000 sq ft	5,000 sq ft	-	-	-	-
Minimum lot area for duplexes (2)	12,500 sq ft	7,200 sq ft	7,200 sq ft	7,200 sq ft	-	-	-	-
Minimum lot width (3)	60 ft	50 ft	40 ft	40 ft	70 ft	70 ft	70 ft	70 ft
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (14)	20 ft	20 ft	20 ft	20 ft	-	-	-	-

22C.010.090 Densities and dimensions – Development conditions.



(1) Maximum Density – Dwelling Unit/Acre.

(a) The maximum density for R-12, R-18, R-28, WR-R-4-8 and WR-R-6-18 zones may be achieved only through the application of residential density incentive provisions outlined in Chapter [22C.090](#) MMC.

(b) The maximum net density for the single-family zones is the same as the base density; provided, that for PRD developments the maximum density may be increased by up to 20 percent through the application of residential density incentive provisions outlined in Chapter [22C.090](#) MMC.

(2) The minimum lot sizes for duplexes apply to lots or parcels which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a “duplex disclosure,” and comply with the density requirements of the comprehensive plan (six units per acre for the R-4.5 zone and eight units per acre for the R-6.5, R-8, and WR-R-4-8 zones).

(3) These standards may be modified under the provisions for zero lot line and townhome developments.

(4) Base Height.

(a) Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit; provided, that the maximum height may not exceed 60 feet.

(b) Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.

(5) Applies to Each Individual Lot.

(a) The higher percentages of impervious surface coverage apply to complete land use applications submitted on or after the effective date of Ordinance adopted _____, 2017; provided, however, in the case of approved development applications that have not yet started construction, an applicant may file for a minor revision to the approved land use application in accordance with MMC 22G.010.260.

(b) Building coverage and impervious surface area standards for:

(i)(a) Regional uses shall be established at the time of permit review; or

(ii)(b) Nonresidential uses in residential zones shall comply with MMC [22C.010.250](#).

(6) Density – Dwelling Unit/Acre.

- (a) The densities listed for the single-family zones (R-4.5, R-6.5, R-8) and single-family development in the Whiskey Ridge zones (WR-R-4-8, WR-R-6-18) are maximum net densities.
- (b) Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.
- (7) The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.
- (8) On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway are provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.
- (9) Residences shall have a setback of at least 50 feet from any property line if adjoining an agricultural zone either within or outside the city limits.
- (10) For townhomes or apartment developments, the setback shall be the greater of:
- (a) Twenty feet along any property line abutting R-4.5 through R-8, and WR-R-4-8 zones; or
 - (b) The average setback of the R-4.5 through R-8 zoned and platted single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC [22C.010.210](#) and accessory structures existing at the time the townhome or apartment development receives approval by the city.
- (11) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.
- (12) Townhome setbacks are reduced to five feet on side yard setbacks provided the buildings meet a 10-foot separation between structures.
- (13) Single-family detached units on individual lots within the R-12 through R-28, and WR-R-6-18 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.
- (14) Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.
- (15) Subject to MMC [22A.020.130](#), subsection (1)(a) of the definition of "lot lines."
- (16) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.
- (17) Projects with split zoning (two or more distinct land use zones) may propose a master site plan to density average at the zone edge or modify the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition between land uses and zones. Approval is at the discretion of the community development director.

Code Amendment 4 – Taxi stand, and automotive rental/leasing permitted uses amendment

A business owner that is interested in relocating their transportation company to Marysville expressed concerns that the general land use category 'taxi stands', under which their use is

classified, is too restrictive making it difficult to find a suitable property to relocate to. Reviewing the permitted uses matrices, the uses 'taxi stands' and 'automotive rental and leasing' are presently allowed in fewer zones than most other transportation and motor vehicle related uses. An amendment is proposed to expand the permissible zones for uses classified as 'taxi stands' to include the Light Industrial and General Industrial zones, and 'automotive rental and leasing' to include the General Industrial zone. The proposed amendment would read as follows:

22C.020.060 Permitted uses.

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Business Services:										
Taxi stands		P	P				<u>P</u>	<u>P</u>		
Automotive rental and leasing			P				P	<u>P</u>		

Code Amendment 5 – Master Planned Senior Communities – amendment to eliminate low income housing units requirements

The City’s Master Planned Senior Communities (MPSC) ordinance was adopted in December 2009. A “Master planned senior community” is a site developed with a master plan 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 they are needed. The community must include an integration of residential living units or beds, recreation, congregate dining, and on-site medical facilities/services.

The current MPSC ordinance requires that “at least 10 percent of the total dwelling units developed shall be available at affordable housing costs and occupied by low income households.” The MPSC defines “affordable housing” as total housing costs, including basic utilities and any common charges and/or maintenance fees, that do not exceed 30 percent of the designated income limit for the housing unit.

For rental housing, affordable units must be permanently priced and occupied by households with a total household income at or below 50 percent of the Snohomish County median family income, adjusted for family size. For a single person, this is annual income of \$31,650.00. Thirty percent of this median income is \$9,495.00 per year which works out to rent of \$791.25 per month. A recent search of one bedroom apartments in Marysville indicates that rents range from \$962.00 (tax credit project targeted to 60% of median income) to \$1,544.00 per month plus fees/utilities depending on the units. Given this information, the affordable housing requirements that are presently outlined in the MPSC ordinance results in the property owner providing a deep subsidy in order to develop a MPSC. The feedback that the Community Development has received from developers interested in pursuing a MPSC is that the affordability requirement makes it infeasible to develop a MPSC. To enable MPSC to be built, the affordability requirements outlined in the MPSC are proposed to be eliminated. The code amendment would read as follows:

22C.220.060 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. (Ord. 2852 § 10 (Exh. A), 2011).

~~22C.220.070 Affordability—Low income housing units.~~

~~(1) 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 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 percent of the total dwelling units developed shall be available at affordable housing costs and occupied by low income households, as defined in subsection (2)(b) of this section. This applies to both rental and ownership projects.~~

~~(b) For the purposes of this chapter, "affordable housing" is defined as rental or ownership housing having total housing costs, including basic utilities and any common charges and/or maintenance fees, that do not exceed 30 percent of the designated income limit for the housing unit.~~

~~(c) Rental Housing Unit. Affordable rental units shall be permanently priced and occupied by households with a total household income at or below 50 percent of the Snohomish County median family income, adjusted for family size, as reported annually by the U.S. Department of Housing and Urban Development.~~

~~(d) Ownership Housing Unit. Affordable ownership units shall be reserved for income and asset qualified home buyers with a total household income at or below 80 percent of the Snohomish County median family income, adjusted for family size, as reported annually by the U.S. Department of Housing and Urban Development. Affordable ownership units shall be limited to owner occupied housing, with prices restricted to same income group, based on current underwriting ratios and other lending standards.~~

~~Underwriting is based on the projected mortgage for which a family with a maximum income of 80 percent of the median family income can qualify, plus related housing costs. Housing costs to be included in the calculation for the sales price include the expected principal and interest on the mortgage loan, property taxes, homeowners insurance (PITI), and any common charges, homeowners' association fees and/or maintenance fees.~~

~~(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. (Ord. 2898 § 16, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

Staff respectfully requests the Planning Commission make a recommendation of approval of the 2017 code amendments to City Council for adoption by Ordinance.

PLANNING COMMISSION



MINUTES

March 14, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the March 14, 2017 meeting to order at 7:00 p.m.

Marysville

Chairman: Steve Leifer

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

Staff: Planning Manager Chris Holland, Community Development Director Dave Koenig, Senior Planner Angela Gemmer

Absent: None

APPROVAL OF MINUTES

February 14, 2017

Commissioner Hoen asked to include a concern he had raised under Staff Comments (page 4) as follows:

Commissioner Hoen raised a concern about artists being allowed to sell their art from their home. Director Koenig clarified that if you make something at home you can sell it at home, and staff's understanding is that this includes art.

Motion made by Commissioner Richards, seconded by Commissioner Smith, to approve the February 14, 2017 Meeting Minutes as amended. **Motion** passed unanimously (7-0).

AUDIENCE PARTICIPATION

None

CODE AMENDMENTS

Senior Planner Gemmer explained that recently Master Builders Association of King and Snohomish County had approached the City with some concerns about existing development regulations. A wide variety of topics was outlined more fully in a letter sent by CAO Hirashima in response to the concerns that were presented. She reviewed three of those concerns for which staff is proposing amendments.

Code Amendment 1: Net Project Area Definition

What is being proposed is a reorganization of the existing net project area calculation to make it a little clearer in its reading and to allow developers to either do the current itemized deduction, or the alternative of taking a flat 20% deduction for right-of-way, private roads, access easements, and panhandles. She explained that no concerns were submitted related to this item. There were no comments or questions.

Code Amendment 2: Administrative Residential Height Deviation (daylight basement)

Senior Planner Gemmer reviewed the current code and explained that the proposal is to have an administrative variance to the single family building height limit that is considered on a case-by-case basis.

Concerns were received from local developers as well as the MBA on the proposed amendment due to the potential for uneven application of the standard and lack of predictability for developing a site. Staff feels that this is a reasonable approach to look at on a case-by-case basis and afford relief where it is warranted.

Chair Leifer commented that there appears to be great concern on this item by developers. He asked why this amendment came about as opposed to what seems to be a cut and dry approach which was proposed by Gloria Hirashima in a letter to MBA. Senior Planner Gemmer explained that the proposed fix was the same as the flexibility already afforded in the current code. Chair Leifer asked what the developers' main concern was. Senior Planner Gemmer replied that the developers are mainly concerned with predictability and uniform application of the provision. Director Koenig commented that predictability is always a concern from the side of the developers. He explained that there are a lot of situations out in the field that can't be predicted by the code. He noted that a combination of predictability and flexibility might be a possibility. Chair Leifer expressed concern about the proposal given the comments received from MBA. He indicated that a combination approach might be the way to go. Director Koenig offered to provide some new language at the next meeting.

Commissioner Andes asked for clarification about the calculations. Planning Manager Holland explained that they don't want to amend the current height calculation requirements, but want to allow deviations under certain circumstances. Director Koenig explained that the goal for developers is to have a daylight basement. The concern was that on some of the site's they could not get enough height using the current formula to get a daylight basement. They want to have three stories on the downhill slope.

Commissioner Richards asked about making the height standard from the front of the house. Director Koenig explained that it could result in a very tall house on the backside. This is why the height is done on an average. Ms. Gemmer agreed that there is a balance they are trying to strike. There are instances where a taller house would be more appropriate which is why staff is proposing to review height on a case-by-case basis.

Commissioner Whitaker asked how long the current codes have been in place. He also asked if there have been other requests to amend them. Planning Manager Holland explained that they were amended in 2009 when they went from 35 to 30 feet in order to be more consistent with the county. Director Koenig commented that 30 feet isn't an issue on flat lots; it's the desire to have a daylight basement on sloped lots that is the issue.

Chair Leifer asked how complicated the calculations are. Senior Planner Gemmer replied that they are pretty straight forward. Director Koenig commented that Marysville's calculations are simpler than Mercer Island, which is what MBA is proposing Marysville adopt. There was discussion about the difference between various codes. Director Koenig summarized that staff would bring back a revision to accommodate the basements.

Commissioner Hoen asked about a specific stormwater utility fee to homeowners in his neighborhood related to how much of their property is impermeable, and why there would be a stormwater management fee when no stormwater on this street goes into the Marysville stormwater system. Planning Manager Holland offered to get someone from Public Works – Water Resources to contact with him to answer his questions.

Code Amendment 3: Building and Impervious Surface Area Coverage

Senior Planner Gemmer explained that the City received comments that the current code is too restrictive. As a result, staff is proposing increases in the medium density and high density single family zones. The proposal would bring building coverage up to 40% and impervious surface up to 50% in the R-4.5 and R-6.5 zones and impervious surface coverages to 65% in the R-8 and WR-R-4-8 zones. In response to the proposal, comments were that it was still too restrictive and the request was to enable 60% building coverage on lots that were under 5,000 square feet. Senior Planner Gemmer explained an additional increase in impervious surface could not be accomplished due to existing setbacks without proposing a Planned Residential Development which allows increased lot coverage and other modifications such as reduced setbacks.

Chair Leifer invited members of the public who had written the letters to provide comments:

David Toyer, Toyer Strategic Consulting, 3705 Colby Avenue, Suite 3, Everett, WA 98201, commented that Marysville has both an impervious surface standard and a building coverage standard whereas most communities have one or the other. He

recommended eliminating the building coverage standard and just using the impervious surface standard with the setbacks.

Chair Leifer asked Mr. Toyer what part of the matrix he would change. Mr. Toyer replied he would just eliminate the building coverage standard. Chair Leifer asked staff what the downside of that would be. Director Koenig commented that depending on the size of the lots it would be more complicated. Right now the subdivisions are designed to a certain percentage of impervious surface area. Building coverage is another layer of impervious surface.

Mr. Toyer commented that setbacks to enforce the desired amenity elements for a lot and impervious surface requirements are critical, but building coverage is not as important. Director Koenig commented that the only place they are in disagreement is related to building coverage on smaller lots from 4,000 - 5,000 square feet. Mr. Toyer agreed, but noted that they are in support of letting builders utilize the building envelope inside the setbacks.

Patrick McCourt, Land Pro Group, 10515 20th Street SE, Lake Stevens, 98258, thanked staff for their work on this. He discussed some scenarios they have dealt with and developers' frustration with the ability to get square footage on properties.

Commissioner Andes asked how Bothell is addressing those issues. Mr. McCourt explained that what is driving people north is the extremely high cost of homes further south. He commented that in Bothell the average home price is about \$650,000.

Chair Leifer asked Mr. McCourt if he agreed with Mr. Toyer about the matrix. Mr. McCourt recommended a little more work on this to allow developers to get more coverage.

Angie Sievers, Snohomish County Master Builders Association, 335 – 116th Avenue SE, Bellevue, WA 98004, commented that Gloria's letter dated December 20 captures the variety of items that she has encountered in her time with Master Builders. The issues with cost and predictability are the reasons that many developers are looking past Marysville for developments. She encouraged the City to look at its priorities in light of the big picture and the market. She commented on the amazing opportunity for development in Marysville. The investment in the dirt work and the land requires some predictability.

Commissioner Hoen asked about the average home price in Marysville. Ms. Sievers indicated they could bring that information back.

Chair Leifer asked Ms. Sievers what all-in square footage price she thinks is appropriate for the market in Marysville. Ms. Sievers indicated she could ask some developers and come back with an average.

Mr. McCourt disclosed that he is a member of and past president of MBA. He responded to Chair Leifer's earlier question and commented that Lakes Stevens' all-in price is \$180 per square foot.

Commissioner Hoen asked if the building material price would be the same from one community to another. Mr. McCourt explained that development costs change depending on the lots.

Mr. McCourt stated that they would bring numbers back to the next meeting. Director Koenig stated they would continue to work on staff's proposal.

Commissioner Andes recommended removing the building coverage criteria for lots 5,000 square feet and less.

Permitted Uses – Taxi Stands and Automotive Rental/Leasing

Senior Planner Gemmer explained that the last amendment would align the zones in which taxi stands and automotive rental/leasing uses are permitted in with other automotive-related uses in the permitted uses matrices.

DEVELOPER MEETING POWERPOINT PRESENTATION

Director Koenig noted there was a recent meeting with developers where a team from the City made a presentation to developers. He presented a modified version of that PowerPoint presentation to bring everyone up to date on projects the city is working on including city transportation projects, Connecting Washington projects, city utility projects, and other city projects such as the MIC (Manufacturing Industrial Center).

Questions about details of specific projects were asked and answered. The Commission thanked staff for the presentation.

Commissioner Smith asked where the sales tax issue with Tulalip stands. Director Koenig replied it is being litigated at this point.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 8:52 p.m. **Motion** passed unanimously.

NEXT MEETING:

March 28, 2017



 Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

March 28, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the March 28, 2017 meeting to order at 7:00 p.m.

Marysville

- Chairman:** Steve Leifer
- Commissioners:** Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards, Tom Thetford, Brandon Whitaker
- Staff:** Community Development Director Dave Koenig, Senior Planner Gemmer
- Absent:** None

APPROVAL OF MINUTES

March 14, 2017

Commissioner Hoen referred to the 4th paragraph on page 3 where he had asked about the stormwater utility fees. He clarified that no stormwater goes into the city stormwater at all; it all goes into underground French drains. His question was about why there would be a stormwater management fee when no stormwater on this street goes into the Marysville stormwater system. Director Koenig stated that staff would follow up on this.

Commissioner Smith stated that when she was annexed she asked about this. She was told that it was because she lives in the city and drives on the streets where there is stormwater.

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the March 14, 2017 Meeting Minutes as amended. **Motion** passed unanimously (7-0).

AUDIENCE PARTICIPATION

None

NEW BUSINESS

Senior Planner Gemmer explained that since the last Planning Commission meeting staff has met with the building community on their concerns. At this time, the concerns pertaining to building impervious coverage are adequately addressed with the amendment proposed. On Code Amendment 2, pertaining to building height, staff proposed a 5-foot height increase on lots that have a 5% building slope within the building envelope. After this amendment was provided to the building community, there was further discussion with developers so staff is now recommending a 10% slope threshold which appears to be more appropriate and would enable daylight basements on steeper slope lots. She stated that Toyer Strategic Management provided a letter expressing concern that the amendment may not adequately meet his client's needs.

Commissioner Richards asked for clarification that on Paragraph 18 in the Proposed Code amendment 2, 5% would become 10%. Senior Gemmer affirmed that the 5% would become 10%.

Staff is recommending going forward with an April 11 hearing date.

Commissioner Whitaker asked about the impact of this on staff. Senior Planner Gemmer replied impacts should be minimal and that it should be fairly easy to administer.

Chair Leifer asked about Toyer Strategic Management's concern about the depth of the lot. Senior Planner Gemmer explained that the concern might be that you wouldn't get enough slope within the building footprint; however, the City's concern is that you could have the grade change over the length of the lot, but it might not be where the house is constructed. The building footprint is used so they are actually addressing the problem of how to allow daylight basements on sloped lots without allowing height increases on lots that are essentially flat but have a slope on a portion of the lot where the house isn't being built. The 150-foot threshold is also problematic because some of the lots with steep slopes are actually longer than 150 feet, and adding the 150 foot cap would prevent those lots from benefiting from these provisions.

Director Koenig stated that the intent is to allow for a house on a sloped lot in order to get a daylight basement. Staff is suggesting that the base elevation be calculated where the house is being built. If it's on the sloped part of the lot they get the benefit of a higher height so they can put a daylight basement in.

Commissioner Andes asked at what stage in the process this is approved. Director Koenig stated it would be at the building permit stage.

Chair Leifer referred to Code Amendment 2, the first paragraph, and asked if this implies that there are records that can be referred back to. Senior Planner Gemmer thought that this reference was to the Subdivision Act. Chair Leifer asked if developers could reshape the topography in order to achieve the daylight basement option. Director Koenig indicated that they could. Senior Planner Gemmer commented that there is language in the code stating that to the extent feasible you are supposed to retain the natural topography. She added that the code is referring to the fact that if there was grading that was approved prior to the Subdivision Act the City will honor it. Chair Leifer asked if a builder can go in after the site plan has been approved and do reshaping. Director Koenig explained that permits would need to be obtained for certain situations.

Senior Planner Gemmer continued to review the proposed amendments.

A. Net Project Area Definition

Senior Planner Gemmer reviewed this item and summarized that this would allow the developer to take a straight 20% deduction for access areas to make the calculation less onerous, and also a bit more predictable for developers.

B. Residential Height Deviation (daylight basements)

This was discussed above.

C. Building and Impervious Surface Area Coverage

This pertains to an increase in building coverage and impervious surface coverage. The concern of the building community was that the City's standard was too restrictive and isn't enabling them to build the product that they would like to build on lots that are available to build on. Modest increases in the building coverage in the R4.5 and 6.5 zones are proposed to increase allowable building coverage by 5%. A 5% increase in impervious surface coverage for single family medium and high density zones, and a 15% increase in impervious surface coverage for the single family high density small lot and Whiskey Ridge 4-8 zones is proposed to provide more flexibility. This would apply to projects moving forward, or projects that are currently under review that can amend their stormwater facilities to accommodate additional impervious surface.

D. Permitted Uses – Taxi Stands and Automotive Rental/Leasing

This would open up the zones in which taxi stands are allowed in order to include the light industrial and general industrial zones and to allow automotive rental and leasing uses in the general industrial zones. The goal is to synchronize the zones in which automotive-related uses can be pursued with the rest of the automotive-related uses outlined in the permitted uses matrices.

Chair Leifer asked what a taxi stand is. Senior Planner Gemmer explained that a taxi stand is where taxis are stored and dispatched from.

David Toyer, Toyer Strategic Consulting, 3705 Colby, Suite 3, Everett, WA, explained that the 10% slope proposal as described by Senior Planner Gemmer would be acceptable. He reviewed some example plans of homes with daylight basements to show how the proposed code would work with the averaging of all four sides and with the 35-foot allowance. He explained that their concern was to enable the builders to provide some diversity while still meeting the requirements. He spoke in support of the proposed amendments with the change to 10% for Code Amendment 2 relating to Residential Height Deviation as discussed.

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, thanked staff for their cooperation and work on this. Regarding the daylight basement, she spoke in support of the proposed amendments (with the change to 10% slope).

Chair Leifer asked Mr. McCourt about some information he had indicated he would provide at the last meeting.

Patrick McCourt, Land Pro Group, 10515 - 20th Street SE, Lake Stevens, 98258, explained that he had secured four separate general contracting bids for a project that is 100% approved with permits in the Lake Stevens area. There is a project that is not 100% approved in Marysville that they have put out to bid. The bids are due next Tuesday in anticipation of coming to the Planning Commission meeting on April 11 where he will provide all that information to the Planning Commission. This will enable the Planning Commission to compare actual costs for the projects.

Chair Leifer asked if the roundabouts on those are put on as a frontage improvement in addition to the mitigation fee. Mr. McCourt replied that they are in addition to the mitigation fee. He added that they are actually offsite.

Chair Leifer asked about low impact development. Mr. McCourt explained that the majority of the ridge area is saturated with clays which don't percolate. Consequently LID doesn't work there because it doesn't drain. Director Koenig replied that staff is still working through the details. In areas where drainage ponds can be used LID would not necessarily have to happen. It's being addressed on a site-by-site basis. Chair Leifer commented on the dilemma and costs of determining if LID will work or not.

Mr. McCourt added that they submitted an application in Lake Stevens in February 2017. They were required to comply with the conditions of the most recent DOE Stormwater Manual which required them to go through a sequencing process to demonstrate where LID will or will not work for the site. In order to accomplish that they brought a drilling rig onto the property which created its own set of problems because of the tracks and ruts it created. Some could consider that grading if they turned up more than 50 yards of dirt. He reviewed the sequencing process in the DOE Manual. He noted that the cost of drilling six holes was almost \$20,000 which ended up showing that there was no infiltration.

Chair Leifer discussed more concerns related to the feasibility of infiltration and summarized that this is an issue that needs to be looked at in detail. Mr. McCourt discussed work done by Terra Associates which raised the issue of groundwater seepage affecting those downstream.

There was consensus to move these items forward to a public hearing on April 11.

CITY COUNCIL AGENDA ITEMS AND MINUTES

Director Koenig reported that the City Council approved the Lakewood Neighborhood Plan as presented to them and the Capital Facilities Plan. They will take action on the various amendments which included the flagpole at the next Council meeting. The Council wanted some more information on height and are potentially interested in lowering the height in residential zones to 25'. He thanked the Planning Commission for their hard work.

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Andes, to adjourn the meeting at 8:01 p.m. **Motion** passed unanimously.

NEXT MEETING:

April 11, 2017



Laurie Hugdahl, Recording Secretary

*DRAFT*PLANNING
COMMISSIONMINUTES

April 11, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the April 11, 2017 meeting to order at 7:00 p.m. noting the excused absences of Commissioner Whitaker and Thetford.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Kelly Richards,

Staff: Community Development Director Dave Koenig, Senior Planner Angela Gemmer

Absent: Tom Thetford, Brandon Whitaker

APPROVAL OF MINUTESMarch 28, 2017

Motion made by Commissioner Richards, seconded by Commissioner Smith, to approve the March 28, 2017 Meeting Minutes. **Motion** passed unanimously (5-0)

AUDIENCE PARTICIPATION

None

NEW BUSINESS

- A. Planned Master Senior Communities – elimination of low income housing requirements

Senior Planner Gemmer explained that this is a proposed amendment to the Senior Communities Master Plan. The current code requires that at least 10 percent of the total dwelling units be available at affordable housing costs and occupied by low income

households. She explained that the potential developers have indicated that the restriction is making developments infeasible. The proposal would eliminate the affordable housing restriction and retain all other aspects of the code. Director Koenig clarified that the rents they looked at were new construction as this is what would be comparable to the new developments.

Chair Leifer asked about the option for a vacation from real estate taxes for ten years. Senior Gemmer commented that certain affordable housing projects took advantage of that. Director Koenig added that by state law a city can exempt property taxes for multiple family housing developments on the building, not on the land, for ten years.

Commissioner Hoen asked if this would eliminate affordable housing requirements for senior communities. Senior Planner Gemmer commented that the affordable housing requirement is specific to Master Planned Senior Communities and is not a requirement of senior communities in general. The proposed amendment would eliminate the requirement for low income units in Master Planned Senior Communities because that requirement is making these developments infeasible.

Commissioner Richards asked if other cities have the low income requirement of 10%. Director Koenig replied that he was not aware of any that are targeted specifically toward senior facilities.

PUBLIC HEARING

Senior Planner Gemmer reviewed these items as described in the Memo to the Planning Commission dated April 6, 2017.

- A. Net Project Area Definition
- B. Residential Height Deviation (daylight basements)
- C. Building and Impervious Surface Area Coverage
- D. Permitted Uses – Taxi Stands and Automotive Rental/Leasing
- E. Master Planned Senior Communities – elimination of low income housing requirements

Commissioner Hoen asked what the Fire Department's position is on side yard setbacks. Senior Planner Gemmer explained that typically they require a 5-foot building setback from property lines and a 10-foot structure separation. The Nuisance Code also talks about where to place large objects like RVs and boats so they don't impede fire access. On multifamily projects, fire clearance on certain sides of the building may be reduced to about 8 feet for ladder access. This wouldn't allow a truck, but it would allow a ladder.

Public Comments:

Angie Sievers, Master Builders of King and Snohomish County, 335 - 116th Avenue SE, Bellevue, spoke on behalf of Master Builders. She thanked staff and the Planning Commission for their careful deliberation and for finding ways that they can work together. She spoke in support of amendments A, B, and C as drafted.

David Toyer, Toyer Strategic Consulting, 3705 Colby Avenue, Suite 3, Everett, spoke on behalf of some landowners in Marysville and a developer. He spoke in support of net project area, building height and impervious surface amendments. In regards specifically to the building heights amendments he explained that this would allow for daylight basements in slope challenged areas such as the Whiskey Ridge area. He is confident that the proposed amendments will work. Specific to the impervious surface requirements and the move to 65%, adding additional impervious surface is really only a challenge of whether or not you can design the detention systems in order to accommodate that and abide by the drainage standards that are set.

Chair Leifer asked him if he was in support of the 10% slope requirement. Mr. Toyer replied that he is. He discussed how he contacted his builders to create various housing product scenarios, and they all seemed to work.

Commissioner Hoen asked if there is a variance process available for unique situations. Senior Planner Gemmer replied that there is not an administrative variance. An earlier draft had an administrative process that was discretionary. The development community expressed a desire to see something specific, so a specific standard was drafted in response to developers' concerns about predictability.

Brad Thompson, 6914 – 57th Street NE, Marysville, referred to the Master Plan Community and asked about the justification for the low income requirement when the code was written. He also asked about the need for low income housing and if this is the right amount. He wondered if it is really appropriate to strike the whole thing. If it's not needed he is okay with getting rid of it, but not if there is a need. He suggested that if there is a need they could make it more accommodating for those that want to develop.

Director Koenig commented that at the time this was written they thought that it had the potential of working, but a financial analysis was not done. There is definitely a need in the community for affordable housing. He reviewed ways that some of these are happening such as tax credits, subsidies, etc. CAO Hirashima and he had discussed that the 10% requirement is not working and is prohibiting development. He explained that staff did not do any financial analyses to determine if a lower amount would be feasible for developers.

John Eld, Bonaventure Senior Living, 3425 Boon Road, Salem, Oregon, thanked the City for consideration of this item. He stated that they are a developer of senior communities. He stated they are interested in coming to Marysville to do one of these developments. Their current model is roughly 160 units, 72 of which are independent

living, roughly 60 are assisted living, and 28 are memory care. They are negotiating with a landowner in Marysville to purchase property to move forward with a project. He clarified that one of the major problems with the way the affordability standard is currently worded is that it talks about rent having to be at a certain level. This is fine for some units, but for some other units the rates include a lot more than just rent. They have done many developments and have never come across an affordability requirement, although some places have affordability incentives. Additionally, the current requirement runs forever. Finding the right residents for those units can be difficult. He noted that there are things in place such as Medicaid contracts that provide subsidies for residents that don't have enough funds. He thanked staff and spoke in support of the proposed amendments.

Chair Leifer asked his opinion about reducing the 10% requirement to a lower requirement. Mr. Eld commented that there are already alternatives in place that sufficiently provide enough supply for those residents that it doesn't need to be a mandatory requirement for a community like this.

Seeing no further comments, the hearing was closed at 7:52 p.m.

Commissioner Andes spoke in support of the proposed amendments.

Commissioner Richards commented that this sounds good for developers, but asked if this is protecting the citizens. Senior Planner Gemmer noted that the changes were relatively modest and that the goal was to balance the needs to the community and the concerns of the development community. She noted that compared to some other jurisdictions the City's regulations are presently more restrictive in these areas. She noted that in certain areas like the residential density calculation, the current code was sometimes inequitable. This amendment had the potential to correct some of that.

Chair Leifer commented that his concern is how the needs of low income individuals get met and what the best way is to do it. He asked what the likelihood is of a low income facility being built in Marysville. Director Koenig commented that one example of a low income facility is Vintage which is 197 units targeted at 60% of median income. This is a tax credit project. Housing Hope is 50 units and is another example of very low income housing at Twin Lakes. Because it's the lowest income the City Council passed an ordinance that would reduce traffic impact fees by 50% for that development. He commented that affordable housing is a very complicated issue. There are a number of different product types, but it also depends on the market. He discussed examples of low income developments in other jurisdictions.

Chair Leifer asked what the most efficient way is to provide affordable housing. Director Koenig replied that most developers don't want to do the paperwork required for property tax exemptions even though it is available. Most developers who take advantage of it opt for the 8 years instead of 12 years. He commented that the private sector tends to stay away from those sorts of requirements.

DRAFT

Commissioner Richards commented that if there isn't a good reason to keep it in the code they should get rid of it.

Chair Leifer suggested that from a business standpoint it might be better to build projects that are strictly low income rather than trying to mix them up.

Commissioner Hoen commented that the result of not having to spread the cost on the dedicated low income portion of development effectively lowers the cost of those units. To him that appears to be a developer advantage. He asked if they are also able to get impact fee reductions or tax breaks related to low income development. Director Koenig replied that the property tax exemptions can be done in certain areas of the City for market rate housing. This is done to encourage development in areas where the City wants it.

Motion made by Commissioner Richards, seconded by Commissioner Smith, to recommend approval of all five amendments. Motion passed unanimously (5-0).

Seeing no further comments, the public hearing was closed at 8:12 p.m.

Angie Sievers referred to earlier discussions about land development costs and the market. She reviewed the Realtors' Market Activity Report. The estimated median home value in Marysville as of March 27, 2017 was \$305,000 for existing and new homes which is up 10.1% from a year prior. There is a significant trend toward fewer new homes in the market. For new homes built in Marysville in 2016, median sales prices were \$404,990. Everett was \$459,950. Lake Stevens was \$377,257. Monroe \$529,990. She thanked the Planning Commission for their consideration of the topics discussed tonight.

Director Koenig commented that the City Council approved amendments that the Planning Commission sent forward to them with a change in the height of poles in residential areas. On lots under 40,000 square feet the poles can be 25 feet. On larger lots they can be 35 feet tall with a setback equal to the height of the pole. He thanked the Planning Commission for their efforts.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Smith, to adjourn the meeting at 8:17 p.m. **Motion** passed unanimously.

NEXT MEETING:

April 25, 2017

Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING THE CITY'S DEVELOPMENT REGULATIONS, AMENDING SECTIONS 22A.020.150, 22C.010.080, 22C.010.090, 22C.020.060, 22C.220.060, AND 22A.010.160 OF THE MARYSVILLE MUNICIPAL CODE, AND REPEALING SECTION 22C.220.070 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

WHEREAS, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

WHEREAS, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

WHEREAS, the City, in reviewing and amending its development regulations has complied with the notice, public participation, and processing requirements established by the Growth Management Act, as more fully described below; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

WHEREAS, during public meetings on March 14, 2017, March 28, 2017, and April 11, 2017, the Planning Commission discussed proposed amendments to MMC Sections 22A.020.150, 22C.010.080, 22C.010.090, 22C.020.060, 22C.220.060, and 22C.220.070; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on March 24, 2017, as required by RCW 36.70A.106; and

WHEREAS, the amendments to the development regulations are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

WHEREAS, after providing notice to the public as required by law, on April 11, 2017, the Marysville Planning Commission held a Public Hearing on the proposed amendments to the City's development regulations; and

WHEREAS, on April 11, 2017 the Planning Commission made a Recommendation to the City Council recommending the adoption of the proposed amendments to MMC Sections 22A.020.150, 22C.010.080, 22C.010.090, 22C.020.060, 22C.220.060, and 22C.220.070; and

WHEREAS, at a public meeting on May 8, 2017 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and proposed amendments to the development regulations; and

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

Section 1. Approval of Planning Commission's Recommendation and Adoption of Findings and Conclusions. The Planning Commission's April 11, 2017 Recommendation regarding the proposed development regulation amendments, including the Findings and Conclusions contained therein, as set forth in the attached **Exhibit "A"**, is hereby adopted and incorporated herein by this reference.

Section 2. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the development regulation amendments which comprise this ordinance:

- (1) The amendments are consistent with the purposes of the comprehensive plan; and
- (2) The amendments are consistent with the purpose of Title 22 MMC; and
- (3) There have been significant changes in the circumstances to warrant a change; and
- (4) The benefit or cost to the public health, safety, and welfare is sufficient to warrant the action.

Section 3. The definition of "Net project area" as contained in Section 22A.020.150, "N" definitions, of the Marysville Municipal Code is hereby amended to read as follows:

"Net project area" means the gross project area minus, ~~floodplains, utility easements 30 feet wide or greater, publicly owned community facility land and right-of-way, storm water detention facility tracts or easements (unless underground and usable for recreation), private roads or access easements, panhandles, and nontransferable critical areas (e.g., stream channels) per MMC [22E.010.360](#).~~ If storm water detention areas are designed and constructed to meet low impact development standards, 50 percent of the area used for detention may be counted as net project area.:

- (1) ~~floodplains;~~
- (2) ~~nontransferable critical areas (e.g., stream channels) per MMC [22E.010.360](#);~~
- (3) ~~utility easements 30 feet wide or greater;~~
- (4) ~~publicly owned community facility land;~~
- (5) ~~stormwater detention facility tracts or easements (unless underground and usable for recreation)-. If stormwater detention areas are designed and constructed to meet low impact development standards, 50 percent of the area used for detention may be counted as net project area; and~~
- (6) right-of-way, private roads, access easements, and panhandles. As an alternative to an itemized deduction, the developer may elect to take a flat 20% deduction from the gross project area for right-of-way, private roads, access easements, and panhandles.

Section 4. Section 22C.010.080, Densities and dimensions, of the Marysville Municipal Code is hereby amended to read as follows:

(1) Interpretation of Table.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC [22C.010.100](#) through [22C.010.250](#).

(b) The density and dimension table is arranged in a matrix format and is delineated into the residential use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements

applicable either to a specific use or zone set forth in MMC [22C.010.090](#). A blank box indicates that there are no specific requirements. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote following the standard.

(2) General Densities and Dimension Standards.

	R-4.5	R-6.5	R-8	WR-R-4-8 (16) (17)	R-12 (13)	R-18 (13)	R-28 (13)	WR-R-6-18 (13)(16) (17)
Density: Dwelling unit/acre (6)	4.5 du/ac	6.5 du/ac	8 du/ac	4.5 du/ac	12 du/ac	18 du/ac	28 du/ac	6 du/ac (detached sf) 10 du/ac (attached multifamily)
Maximum density: Dwelling unit/acre (1)	–	–	–	8 du/ac	18 du/ac	27 du/ac	36 du/ac	18 du/ac
Minimum street setback (3) (15)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft (8)	20 ft	25 ft	25 ft	20 ft
Minimum side yard setback (3)	5 ft (10)	5 ft (10)	5 ft (10)	5 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10, 11, 12)	10 ft (10)	10 ft (10, 11, 12)
Minimum rear yard setback (3)	20 ft	20 ft	20 ft	20 ft	25 ft	25 ft	25 ft	25 ft
Base height	30 ft (18)	30 ft (18)	30 ft (18)	30 ft (18)	35 ft (4)	45 ft (4)	45 ft (4)	35 ft (4)
Maximum building coverage: Percentage (5)	35% 40%	35% 40%	50%	50%	50%	50%	50%	40%
Maximum impervious surface: Percentage (5)	45% _↓ 50%	45% _↓ 50%	50% _↓ 65%	50% _↓ 65%	70%	70%	75%	70%
Minimum lot area	5,000 sq ft	5,000 sq ft	4,000 sq ft	5,000 sq ft	–	–	–	–
Minimum lot area for duplexes (2)	12,500 sq ft	7,200 sq ft	7,200 sq ft	7,200 sq ft	–	–	–	–
Minimum lot width (3)	60 ft	50 ft	40 ft	40 ft	70 ft	70 ft	70 ft	70 ft
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (14)	20 ft	20 ft	20 ft	20 ft	–	–	–	–

Section 5. Section 22C.010.090, Densities and dimensions – Development conditions, of the Marysville Municipal Code is hereby amended to read as follows:

- (1) Maximum Density – Dwelling Unit/Acre.
- (a) The maximum density for R-12, R-18, R-28, WR-R-4-8 and WR-R-6-18 zones may be achieved only through the application of residential density incentive provisions outlined in Chapter [22C.090](#) MMC.
- (b) The maximum net density for the single-family zones is the same as the base density; provided, that for PRD developments the maximum density may be increased by up to 20 percent through the application of residential density incentive provisions outlined in Chapter [22C.090](#) MMC.
- (2) The minimum lot sizes for duplexes apply to lots or parcels which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a “duplex disclosure,” and comply with the density requirements of the comprehensive plan (six units per acre for the R-4.5 zone and eight units per acre for the R-6.5, R-8, and WR-R-4-8 zones).
- (3) These standards may be modified under the provisions for zero lot line and townhome developments.
- (4) Base Height.
- (a) Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit; provided, that the maximum height may not exceed 60 feet.
- (b) Multiple-family developments, located outside of Planning Area 1, abutting or adjacent to areas zoned as single-family, or areas identified in the comprehensive plan as single-family, may have no more floors than the adjacent single-family dwellings, when single-family is the predominant adjacent land use.
- (5) Applies to Each Individual Lot.
- (a) The higher percentages of impervious surface coverage apply to complete land use applications submitted on or after the effective date of Ordinance adopted _____, 2017; provided, however, in the case of approved development applications that have not yet started construction, an applicant may file for a minor revision to the approved land use application in accordance with MMC 22G.010.260.
- (b) Building coverage and impervious surface area standards for:
- ~~(i)(a)~~ Regional uses shall be established at the time of permit review; or
- ~~(ii)(b)~~ Nonresidential uses in residential zones shall comply with MMC [22C.010.250](#).
- (6) Density – Dwelling Unit/Acre.
- (a) The densities listed for the single-family zones (R-4.5, R-6.5, R-8) and single-family development in the Whiskey Ridge zones (WR-R-4-8, WR-R-6-18) are maximum net densities.
- (b) Mobile home parks shall be allowed a maximum density of eight dwelling units per acre, unless located in the R-4.5 or R-6.5 zones, in which case they are limited to the density of the underlying zone.
- (7) The standards of the R-4.5 zone shall apply if a lot is less than 15,000 square feet in area.
- (8) On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway are provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.
- (9) Residences shall have a setback of at least 50 feet from any property line if adjoining an agricultural zone either within or outside the city limits.
- (10) For townhomes or apartment developments, the setback shall be the greater of:

- (a) Twenty feet along any property line abutting R-4.5 through R-8, and WR-R-4-8 zones; or
- (b) The average setback of the R-4.5 through R-8 zoned and platted single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC [22C.010.210](#) and accessory structures existing at the time the townhome or apartment development receives approval by the city.

- (11) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.
- (12) Townhome setbacks are reduced to five feet on side yard setbacks provided the buildings meet a 10-foot separation between structures.
- (13) Single-family detached units on individual lots within the R-12 through R-28, and WR-R-6-18 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.
- (14) Provided that the front yard setback shall be established as the point at which the lot meets the minimum width requirements. On a case-by-case basis, the street setback may be reduced to the minimum of 20 feet; provided, that the portion of the structure closest to the street is part of the "living area," to avoid having the garage become the predominant feature on the lot.
- (15) Subject to MMC [22A.020.130](#), subsection (1)(a) of the definition of "lot lines."
- (16) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.
- (17) Projects with split zoning (two or more distinct land use zones) may propose a master site plan to density average at the zone edge or modify the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition between land uses and zones. Approval is at the discretion of the community development director.
- (18) In order to accommodate a daylight basement or garage, the base height for the principal dwelling may be increased to 35 feet on lots with a 10 percent or greater slope within the building's footprint.

Section 6. Section 22C.020.060, Permitted uses, of the Marysville Municipal Code is hereby amended to read as follows:

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse				P6	P					
Multiple-family	C4	P4, C5	P4, C5	P4, P6	P					
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P				C					P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Group Residences:										
Adult family home	P	P	P	P	P	P70	P70	P70	P70	P
Convalescent, nursing, retirement	C	P	P	P	P					P
Residential care facility	P	P	P	P	P	P70	P70	P70	P70	P
Master planned senior community (10)					C					C
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P							
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina				P				P	C	P
Dock and boathouse, private, noncommercial				P				P	P16	P
Recreational vehicle park			C12				C12		C	P
Boat launch, commercial or public				P				P		P
Boat launch, noncommercial or private				P				P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Theater		P	P	P	P					
Theater, drive-in			C							
Amusement and recreation services		P18	P18	P18	P19	P	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P			P	P	P	C	
Shooting range (14)			P15			P15	P15			
Outdoor performance center			C				C		C	C
Riding academy						P	P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P				C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P					P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P25		P	P		
Funeral home/crematory		P	P	P	P26	P	P	P		
Cemetery, columbarium or mausoleum	P24	P24	P24 C20			P	P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Day care II	P	P	P	P	P	P21	P21			
Veterinary clinic	P	P	P	P	P	P	P	P		
Automotive repair and service	P22	C, P28	P			P	P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P67	P67		P	P		
EV battery exchange station			P				P	P		
Miscellaneous repair		P	P				P	P		
Social services		P	P	P	P					P
Kennel, commercial and exhibitor/breeding (71)		P	P			C	P	P		
Pet daycare (71), (72)		P	P	P	P	P	P	P		
Civic, social and fraternal association		P	P	P	C	P		P		P
Club (community, country, yacht, etc.)						P		P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P					P
Hospital		P	P	P	C					C
Miscellaneous health	P68	P68	P68	P68	P68					P68
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C		P	C		C
Commercial school	P	P		P	P27					C
School district support facility	C	P	P	P	P		P	P		P

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Vocational school		P	P	P	P27					P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard			P				P			P
Public safety facilities, including police and fire	P29	P	P	P	P		P			P
Utility facility	P	P	P		C	P	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard			P30	P30	P30		P	P		
Interim recycling facility		P23	P23				P			P
Taxi stands		P	P				P	P		
Trucking and courier service		P31	P31				P	P		
Warehousing and wholesale trade			P			P	P	P		
Mini-storage (36)			P			P	P	P		
Freight and cargo service			P			P	P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P30	P	P	P		
Commercial vehicle storage						P	P	P		
Professional office	P	P	P	P	P	P	P			

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Miscellaneous equipment rental		P30, 37	C38		P30, 37		P	P		
Automotive rental and leasing			P				P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing			P			P	P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard			C				P	P		
Commercial/industrial accessory uses	P39, 40	P39	P39	P39, 40	P39, 40	P	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P		P	P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P47		P	P		
Forest products sales		P	P				P			
Department and variety stores	P	P	P	P	P		P			

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Food stores	P	P	P	P	P45		P			
Agricultural crop sales		P	P		C		P			
Storage/retail sales, livestock feed							P	P		
Motor vehicle and boat dealers		P	P				P	P		
Motorcycle dealers		C	P	P49			P	P		
Gasoline service stations	P	P	P	P			P	P		
Eating and drinking places	P41	P	P	P	P46	P	P	P		
Drug stores	P	P	P	P	P		P	P		
Liquor stores		P	P							
Used goods: antiques/secondhand shops		P	P	P	P					
Sporting goods and related stores		P	P	P	P					
Book, stationery, video and art supply stores	P	P	P	P	P					
Jewelry stores		P	P	P	P					
Hobby, toy, game shops	P	P	P	P	P					
Photographic and electronic shops	P	P	P	P	P					
Fabric and craft shops	P	P	P	P	P					
Fuel dealers			P43			P43	P43	P43		
Florist shops	P	P	P	P	P					
Pet shops	P	P	P	P	P					
Tire stores		P	P	P			P	P		
Bulk retail		P	P				P			
Auction houses			P42				P			

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers			C				P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P48	P44	P44	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50				P50	P		
Winery/brewery		P53	P	P53	P53		P	P		
Textile mill products							P	P		
Apparel and other textile products			C				P	P		
Wood products, except furniture			P				P	P		
Furniture and fixtures			P				P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P		P51	P	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products			C			P	P	P		
Industrial and commercial machinery							C	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Heavy machinery and equipment							C	P		
Computer and office equipment			C				P			
Electronic and other electric equipment			C				P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54			P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution			P				P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops						P	P	P	P	
Raising livestock and small animals						P	P	P	P	
Greenhouse or nursery, wholesale and retail			P			P	P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)						P	P	P	C	
Aquaculture (55)							P	P	C	

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Wildlife shelters	C	C							P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C			C	C			
Regional storm water management facility		C	C	C		C	C	C		P
Public agency animal control facility			C				P	P		C
Public agency training facility		C56	C56		C56		C57			C57
Nonhydroelectric generation facility	C	C	C				C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility						C	C	C		C
Transit bus base			C				P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C				P			C58
Racetrack	C59	C59	C				P			
Fairground						P	P	P		C
Zoo/wildlife exhibit		C	C							C

Specific Land Use	NB	CB	GC	DC	MU	BP	LI	GI	REC	P/I
		(63)			(63)					
Stadium/arena			C				C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62			P62	P62		

Section 7. Section 22C.220.060, Required elements of master planned senior community site plan and application, of the Marysville Municipal Code is hereby amended to read as follows:

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.

Section 8. Section 22C.220.070, Affordability – Low income housing units, of the Marysville Municipal Code is hereby repealed in its entirety:

~~**22C.220.070 Affordability – Low income housing units.**~~

~~(1) 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 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 percent of the total dwelling units developed shall be available at affordable housing costs and occupied by low-income households, as defined in subsection (2)(b) of this section. This applies to both rental and ownership projects.~~
- ~~(b) For the purposes of this chapter, “affordable housing” is defined as rental or ownership housing having total housing costs, including basic utilities and any common charges and/or maintenance fees, that do not exceed 30 percent of the designated income limit for the housing unit.~~
- ~~(c) Rental Housing Unit. Affordable rental units shall be permanently priced and occupied by households with a total household income at or below 50 percent of the Snohomish County median family income, adjusted for family size, as reported annually by the U.S. Department of Housing and Urban Development.~~
- ~~(d) Ownership Housing Unit. Affordable ownership units shall be reserved for income- and asset-qualified home buyers with a total household income at or below 80 percent of the Snohomish County median family income, adjusted for family size, as reported annually by the U.S. Department of Housing and Urban Development. Affordable ownership units shall be limited to owner-occupied housing, with prices restricted to same income group, based on current underwriting ratios and other lending standards. Underwriting is based on the projected mortgage for which a family with a maximum income of 80 percent of the median family income can qualify, plus related housing costs. Housing costs to be included in the calculation for the sales price include the expected principal and interest on the mortgage loan, property taxes, homeowners insurance (PITI), and any common charges, homeowners’ association fees and/or maintenance fees.~~
- ~~(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. (Ord. 2898 § 16, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

Section 9. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

“22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
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_____ 2017 Code Clean-Up Amendments _____, 2017"

Section 10. 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 11. 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 _____, 2017.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Hi Gloria,

Thank you for the engagement of your staff in this process of finding common ground over the past few weeks.

Regarding the language provided in the letter David Toyer sent just yesterday, MBA members have concern.

I gather from the meetings we have had with the city there is concern that remains around unintentional use of this provision. Our intention is to bring a solution that satisfies staff and builders concerns to the Commissioners.

The consensus among MBA builders is the proposed language by Toyer Strategic would bring unnecessary confusion to the ability to develop daylight basements on challenging topography.

Alternatively, the MBA proposes increasing the building footprint slope to a minimum of 10% as a requirement for an increase max average building height to 35 feet.

I'm available either by email or phone today at your convenience.

Thank you for your willingness to work together to identify language that allows for daylight basements on steep hillsides in the Marysville community.

Sincerely,
Angie Sievers

425-247-9290

Sent from my iPhone

Begin forwarded message:

From: David Toyer <david@toyerstrategic.com>

Date: March 27, 2017 at 12:23:56 PM PDT

To: David Koenig <dkoenig@marysvillewa.gov>, Angela Gemmer <agemmer@marysvillewa.gov>, Cheryl Dungan <CDungan@marysvillewa.gov>, "Chris Holland" <CHolland@marysvillewa.gov>, "ghirashima@marysvillewa.gov" <ghirashima@marysvillewa.gov>, Angie Sievers <asievers@mbaks.com>

Cc: Patrick McCourt <pmccourt@landprogrp.com>

Subject: PC Comment Letter

Angela and Dave,

Attached please find a comment letter to the PC addressing the most current language proposed by staff.

Thank you again for your assistance.

Very Sincerely,

David Toyer

Principal/Founder

P. 425-344-1523

E. david@toyerstrategic.com

www.toyerstrategic.com



TOYER STRATEGIC CONSULTING
NAVIGATE OPPORTUNITY

March 27, 2017

Marysville Planning Commission
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

RE: STAFF REPORT COMMENTS

Dear Commissioners:

Thank you for the opportunity to provide public comments. This comment letter is a follow up to the letter we submitted on March 17th. In that letter, we advocated that in cases where the slope of the lot from the front to the rear was greater than 5%, the City should allow a 35-foot building average height limit instead of a 30-foot limit.

In the most recent staff report to the Planning Commission, staff has recommended a standard that is similar, but different than what we suggested. Their proposed change allows that in cases where there is a 5% or greater slope over the length of the building footprint the additional height would be allowed. Building footprint in this scenario is the length of the foundation.

We do not believe this solves the challenges the building industry has in developing homes on more challenging lots. While we understand that staff is concerned that a 5% slope over a very deep lot might allow for a taller home on a lot that is reality is not that sloped, we are concerned the fix proposed by staff will not sufficiently address the challenges the industry is experiencing. Therefore, we propose an alternative for the Commission's consideration. This version of the amendment would ensure the flexibility the industry needs, while acknowledging the staff concern.

Allow a 35-foot average building height on those lots with a slope of 5% or greater plus a lot depth equal to or less than 150 feet.

Making this adjustment will ensure that daylight basement and pull-under floor plans can be successfully produced in areas with challenging topography.

Our company appreciates the opportunity to work with the commissioners and staff. Please let me know if you have any additional questions or concerns that we may be able to address.

Very Sincerely,

TOYER STRATEGIC CONSULTING
DAVID K. TOYER, FOUNDER

CC:**City of Marysville:**

Dave Koenig, Director of Community Development

Chris Holland, Planning Manager

Angela Gemmer, Senior Planner

Cheryl Dungan, Senior Planner

Amy Hess, Associate Planner

Gloria Hirashima, City Administrator

Master Builders Association

Angie Sievers, Snohomish County Manager



EXECUTIVE DEPARTMENT
 1049 State Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX

December 20, 2016

Angie Sievers
 Snohomish County Master Builder's
 335-116th Avenue SE
 Bellevue, WA 98004

Subject: Builder/Developer meeting on 12/6/16

Dear Angie,

In follow up to our meeting, I wanted to summarize the status of several items that were discussed that afternoon. Many of these items are under review, or underway in the various departments (Public Works, Community Development, Fire).

a. Road Issues

(1) Road - Private road access

This issue was raised over the past two years by MBA as a concern. We understood that the basis of this concern is primarily cost-driven as public road ROW and sidewalks consume buildable area and drive construction costs through the road and stormwater improvements. CD convened at least 3 meetings with local developers to discuss the issue and reviewed various codes of local jurisdictions (Snohomish County, Everett, MLT) as potential examples of reduced standards. Staff did not support overall changes to our public or private road standards on that basis. City staff were willing to look at alternate standards in a redevelopment scenario (small sites) as that was identified as an example of where our standards could impede the city's goal of promoting redevelopment of smaller parcels. The reports that I received from CD staff, were that they held two meetings with developers in follow up to the initial MBA request, and that examples of projects which used the standards which the developers desired were not provided. The desire by CD staff was to see how the standards worked in actual projects and the experience of other communities in allowing such standards. As a result, CD staff indicates that this issue was dropped due to inaction by MBA and the development community. Staff was not initially supportive of a proposed change to road standards, and the lack of follow up suggests that this is not a priority of the development community either.

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In addition, the issue of inadequate road widths and lack of on-street parking due to narrow road widths was identified by City Council, City Traffic Safety Committee and community members this past spring as a concern and staff reviewed/responded to those issues by recommending the codes and standards be maintained (as opposed to increased parking ratios and infrastructure standards). In balancing the needs of community members and elected officials with development cost concerns, it appears that this issue is not a strong candidate for current revisions. Staff would not be recommending or advocating a change, and there is no indication that our elected officials would support reducing road standards at this time. As a result, our formal response to your inquiry is that this is not a review priority at this time and it is not a productive use of staff time to continue to convene meetings and discussions rehashing the same concern. While we are always open to “new information”, I am not aware of any new information that has been made available to the City staff on this subject since the original topic was raised by MBA two years ago.

(2) Complete Streets/PRD/Right of way

It is my understanding that this item is basically the same as item 2 above. MBA indicated a desire to have the city allow reduced road standards (in some cases narrower ROW, no sidewalks, etc.) in subdivisions. This would enable more private roads or reduced public road standards. Our answer to this is the same as in item 2 above that we do not support wholesale changes to current standards. I should clarify however that staff is willing to review situations on a site-by-site basis. We recognize that site conditions may warrant alternative standards, and staff is willing to conduct a variance review if needed.

Public Streets through Fee Simple Townhome projects.

It is my understanding that this item is similar to items 2 and 3 above. The MBA indicated a desire to reduce public road standards currently required in fee simple townhome projects and potentially allow private roads with a reduced standard. We reviewed Everett, MLT and Snohomish County codes in response to this earlier request. Our answer is the same as in item 2 above.

b. Fire and Water Pressure Issues

(1) Water Pressure – update on 83rd Street booster pump station.

You inquired about status on the 83rd Street booster pump. To recap the situation – an area around 83rd Avenue NE was identified through recent modelling efforts as being substandard for domestic water pressure for new developments. During development review, it was identified that a new booster pump was necessary to serve the area. After discussion last August on whether this should proceed through a private development LID project (which was the original concept), or public capital project, the city determined that it would take over project management and construction to address the situation and facilitate development in progress that are dependent on the new pump station. We updated the MBA on this decision in our August 2017 meeting, and provided an estimate of September 2017 as a potential

completion date. We also emphasized that with the City's decision to assume the capital project; cooperation of the development community through assistance on a location for the pump station was critical to maintaining schedule.

Since that time, the City has proceeded with design of the new station and has been working with a local developer to locate the pump station. Staff has reported that a site has been identified within one of the plats under development (Autumn Meadows), but that an agreement must be reached on construction of the booster pump. Engineering staff reports that design, permitting, site location and agreement, are all moving along with the goal of purchasing equipment to install for operation by late summer of 2017. The schedule is contingent upon the plat construction as the pump will be located adjacent to the plat detention facility, which must be sequenced prior to the booster pump installation. Based on discussions with the plat developer, we do anticipate staying on the September 2017 timeline.

(2) Exemption for Fire Sprinkler Requirement on Plats with Future Connectivity

This issue was raised regarding sprinkler requirements for new subdivisions. A particular concern was identified for the plat of Hannah's Vista. I met with employees of the Marysville Fire District (MFD) - Fire Marshal Maloney and Fire Chief McFalls last week to review the situation and understand the interpretation of fire codes relating to new subdivisions.

MFD is the fire agency that provides service and fire code review for the City of Marysville. The City and MFD closely coordinate to review and serve new development needs in our growing community. In the case of plats, where there are more than 30 dwelling units on a dead-end (cul de sac) and access from two directions cannot be assured, then sprinklers are likely to be required. If a situation arises, where there is over 30 lots and only one access into the development, then the fire official reviews the connections and identifies the at-risk lots. In reviewing a specific plat scenario with the fire officials (Hannah's Vista), this does not mean that all lots within the plat will need to have sprinklers. Instead, the fire marshal generally does a site-by-site review to determine the lots at greatest risk for fire safety. In the case of Hannah's Vista, MFD identified 6 of the 39 lots that would need to have sprinklers installed. While this plat does show a future connection, the adjacent property is not under development review so there is no specific timeline for the connection to be made. As a result, the fire official did not consider the connection in his review of the required sprinklers.

We have reviewed/responded to the question of whether plat phasing would constitute certainty on a future connection. The answer is yes, we do consider the future connection in this review if the project is part of an approved subdivision, with project phasing identified. In the case of road connections being shown as part of a larger plat phasing, the city and MFD recognizes this as a future development connection.

(3) General Comment on sprinklers in single family dwellings-

There are situations that would necessitate installation of fire sprinklers in single family homes. Among these situations are limited road access as described above in MBA Summary_122016

#2, and three story homes (including daylight basements). When a residential structure (one and two family) exceeds 3,600 square feet it is required to meet fire flow of 1,500 gallons per minute. In cases where this pressure cannot be achieved, the homes are required to install sprinklers in order to allow a reduced fire flow of 500-1000 GPM. City staff has heard the concerns from developers relating to costs of the sprinkler systems. Staff is currently working to obtain information concerning contractor costs of sprinkler installation as we understand costs are variable depending on the installer. Also, City staff is supportive of reducing the meter costs for installation of a sprinkler and we will be proposing a fee reduction to address this.

(4) 83rd Avenue Water Main

In August 2016, the city also determined that the 83rd Avenue water main capital project would be moved up in the current schedule based on concerns relating to current development and fire officials that this high-growth and densely planned area had inadequate water pressures for fire service, the City prioritized this for a June 2017 completion. The project involves installation of 7000 lf of 12-inch water main (currently 8 inch) from Soper Hill Road to north of Sunnyside School Road. It will provide a minimum 1000 gpm at 20psi residual for the residential zone along 83rd Avenue NE. As we noted at the MBA meeting in August, the City does not install all planned capital projects –some are identified for developer installation and others for public construction.

c. Environmental

(1) Bio-retention credits

As described at the 12/6/17 meeting, this issue relates to credit for land devoted to bioretention swales. The developers present asked if the city would consider changing the calculation of net area to include land for swales, which they argued could be usable area as they were not generally inundated with water. City staff will review this item, concurrent with the review of item 2 below (over the next 3 months) to see if any action should be recommended to the review and legislative bodies as it would entail a code change.

(2) Buffer reduction credits for wetland/buffer restoration enhancements.

Staff has reviewed the CAO codes and compared the treatment of buffer restoration reductions to other jurisdictions. It is my understanding that this issue is handled in various ways by jurisdictions. At a CD staff level, there has not been interest in opening up these standards. I think it warrants further review and discussion, so will be reviewing this item with the department over the next 3 months, concurrent with the bioswale issue above.

- (3) Issue of gross versus net density on subdivisions (counting of road right of way). Developers indicated at our 8/24/17 meeting that the City's method of calculation was cumbersome and required onerous calculations in order to determine lot yield.

CD staff surveyed communities to review how other communities calculated net density for the purposes of lot yield in plats. They also reviewed recent plats in Marysville to see net versus actual density and lot yields. Staff is recommending a change to the code to allow the option of the developer using the option of either deducting actual right-of-way, access easements, and private roads from the net density or an alternative of a straight 20% deduction for these access areas. This code change will be moved forward next year.

d. Development Regulations

(1) Daylight Basement Height Restrictions

CD staff reviewed the way building heights are calculated in the MMC. The problem identified is that on sloped lots the current way to calculate height at times does not allow for a daylight basement. A daylight basement is a part of the house which is open to the backyard and is livable space so the house ends up being three stories on at least one side. The building height in single family zones R 4.5, 6.5, 8 is 30 feet and when you calculate the average height of the four sides of the building it can go over the height requirement on sloped lots. Staff is recommending that the code be revised to allow for two stories and up to 25 feet height for the uphill side of the home, at the entrance to the home, facing the street. Then up to ten feet of height for a daylight basement on the backside for a total of 35 feet of height on the side of the house facing away from the street. This is seen as a reasonable approach to allow the daylight basements on sloped lots when they face the backyard. This code change is anticipated to be sent to Planning Commission early next year.

(2) Retaining wall and rockery requirements

Retaining walls and rockeries which are taller than four feet which are visible from the street or adjacent property are to be terraced so that no individual segment is taller than four feet; provided that where adjacent properties are not adversely affected or the retaining wall is minor in nature, the community development director may reduce or waive these standards (MMC 22D.050.030(4)(e)). The MMC provides flexibility and gives administrative discretion to the CD director to reduce or waive standards in many situations. The focus of the code is on external impact to adjacent properties. This seems like an appropriate code standard to give consideration to external properties that are affected by the development. This code was specifically constructed after situations arose where developments were not considerate of adjoining properties and subsequently created walled developments, leaving the

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adjacent property owners in a hole, or with potential for drainage and grade issues as a result of the adjacent development next to their property. The City had little recourse to correct these situations given the lack of code direction or standards controlling it. As a result, this section was created to solve an ongoing problem. Staff believes there is adequate discretion provided in the current code to enable reduction or waiver of the section if it can be shown that adjacent properties are not adversely affected.

(3) Utility Undergrounding

This issue will take more significant review as it involves looking at entire corridors as a decision cannot be made on undergrounding parcel by parcel (as was suggested by some at the MBA meeting). Power lines must be assessed, involving cost discussions with PUD as well as considerations of overall aesthetic impact to developing areas within the City. We will commit to reviewing this item in 2017.

(4) LID and NPDES update

As discussed at the meeting, we are updating our stormwater standards in accordance with our NPDES requirements in 2017. Staff will continue to review situations where LID works or doesn't work with practical considerations in mind. As recommended by staff, hiring of a good geotech to evaluate soil considerations will expedite reviews. City staff are always open to feedback relating to implementation of new standards or codes, so if concerns arise through administration of these standards, please feel free to bring them to our attention so we can try to address the situation, whether by a code revision or an interpretation.

I have tried to summarize the City's review/response on topics discussed at the 8/24 and 12/6/16 meetings. Thank you very much for bringing these issues to our attention. Please let me know if you have any questions. Have a great holiday season!

Sincerely,



Gloria Hirashima

Chief Administrative Officer

cc: Kevin Nielsen, PW Director
 Jeff Laycock, City Engineer
 Dave Koenig, CD Director
 Tom Maloney, Fire Marshal
 Martin McFalls, Fire Chief
 Mayor Nehring

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