

Marysville City Council Meeting

December 11, 2017

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Proclamation Honoring Councilmember Jeff Seibert

Audience Participation

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

18. Approval of the November 27, 2017 City Council Meeting Minutes. *

Consent

1. Approval of the November 20, 2017 Payroll in the Amount of \$988,044.95 EFT Transactions and Check Number's 31216 through 31241 with Check Numbers 30510, 30801, & 30871 Voided.

2. Approval of the November 22, 2017 Claims in the Amount of \$485,967.39 Paid by EFT Transactions and Check Number's 120831 through 120973 with No Check Numbers Voided.

3. Approval of the November 29, 2017 Claims in the Amount of \$340,095.30 Paid by EFT Transactions and Check Numbers 120974 through 121103 with Check Number 111632 Voided.

12. Consider Approving an Interlocal Agreement with Washington State Department of Corrections for Community Correction Officer Services.

13. Consider Approving an Interlocal Agreement with Snohomish County Human Services Department Behavioral Health Program for Law Enforcement Embedded Social Worker Services.

15. Consider Approving the Renewal of the Interlocal for the Marysville Detective to Continue Participating with SNOCAT, the Local Regional Auto Theft Task Force.

****These items have been added or revised from the materials previously distributed in the packets for the December 4, 2017 Work Session.***

Marysville City Council Meeting

December 11, 2017

7:00 p.m.

City Hall

19. Approval of the December 5, 2017 Payroll in the Amount of \$1,865,384.45 EFT Transactions and Check Number's 31242 through 31267. *

20. Approval of the December 6, 2017 Claims in the Amount of \$1,361,999.13 Paid by EFT Transactions and Check Numbers 121104 through 121238 with Check Number 120441 Voided. *

Review Bids

Public Hearings

New Business

4. Consider Approving an **Ordinance** Affirming the Planning Commission's Recommendation and Adopting the Critical Areas Management Code Amendments.

5. Consider Approving an **Ordinance** Affirming the Planning Commission's Recommendation and Adopting Amendments to the Marysville Municipal Code Chapter 22C.090 *Residential Density Incentives*.

6. Consider Approving an **Ordinance** Affirming the Planning Commission's Recommendation and Adopting Amendments to the Marysville Municipal Code Chapter 22G.090 *Subdivisions and Short Subdivisions*.

7. Consider Approving an **Ordinance** Amending Chapter 11.08 of the Municipal Code to Prohibit Parking Vehicles with Expired Registration on Public Streets.

23. Consider Approving the Emergency Preparedness Coordinator Pay Classification, Establishing the Position at Pay Code N9 of the Non-Represented Pay Grid. *

8. Consider Approving an **Ordinance** Amending the 2017-2018 Biennial Budget.

9. Consider Approving an **Ordinance** Amending Marysville Municipal Code Chapter 11.08.200 to Amend Tractor-Trailer Parking.

10. Consider Approving a **Resolution** Supporting Funding of a New Countywide 911 Emergency Radio System.

11. Consider Approving an **Ordinance** Prohibiting Entering Roadway at Restricted Intersections.

14. Consider Approving Amendment No. 8 with Advantage Building Services for Janitorial Services which Increases the Contract by \$20,210.30 for a Total Amended Annual Contract Price of \$161,085.60 and Extend the Contract for an Eight Annual Term. *

**These items have been added or revised from the materials previously distributed in the packets for the December 4, 2017 Work Session.*

Marysville City Council Meeting

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7:00 p.m.

City Hall

16. Consider Approving a **Resolution** Adopting the Right-of-Way Procedures, Waiver of Appraisal Procedure and Administrative Settlement Policy thereby adopting the City's Right-of-Way Procurement Policy consistent with the Washington State Department of Transportation Program Requirements. *

21. Consider Approving to Petition to Withdraw from the Snohomish Conservation District. *

24. Consider Approving the Eleventh Amendment of the Interlocal Agreement with the City of Arlington for Jail Services. *

25. Consider Approving the Thirteenth Amendment of the Interlocal Agreement with the City of Lake Stevens for Jail Services. *

26. Consider Approving the Teamster #763 Collective Bargaining Agreement for January 1, 2018 through December 31, 2020. *

27. Consider Approving the Non-Represented Classification and Compensation Study and Salary Grid. *

28. Consider Approving an **Ordinance** Amending the 2017-2018 Biennial Budget and Providing for the Addition to the Teamster Represented Pay Classification, Grades and Ranges for 2018 as Budgeted for in Ordinance No. 3042. *

29. Consider Approving an **Ordinance** Amending the 2017-2018 Biennial Budget and Providing for the Addition to the Pay Classification, Grades and Ranges for 2018 as Budgeted for in Ordinance No. 3042. *

Legal

Mayor's Business

17. Community Transit Appointments

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

**These items have been added or revised from the materials previously distributed in the packets for the December 4, 2017 Work Session.*

Marysville City Council Meeting**December 11, 2017****7:00 p.m.****City Hall**

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.

**These items have been added or revised from the materials previously distributed in the packets for the December 4, 2017 Work Session.*

A



PROCLAMATION

Honoring City Councilmember Jeff Seibert

WHEREAS, Jeff Seibert served as a Marysville City Councilmember from 2002 through 2017, representing 16 years of dedicated public service; and

WHEREAS, Councilmember Seibert has demonstrated his commitment to public safety through his years of service on the Public Safety Committee, the Fire Annexation Subcommittee and the Regional Fire Authority Planning Committee; and

WHEREAS, he also has had significant involvement in city and county infrastructure planning and development through his service on the Public Works Committee, Graffiti Abatement Committee, Surface Water Advisory Committee and Economic Development Council; and

WHEREAS, Councilmember Seibert also demonstrated leadership in city fiscal oversight as he served on the Finance Committee; and

WHEREAS, during Councilmember Seibert's tenure the City of Marysville has made hundreds of improvements to better serve residents and visitors that include as highlights:

- Street improvements on SR 528, State Avenue, 88th Street Northeast, Grove Street, 3rd Street, 1st Street, the 156th Street Overpass and the coming 1st Street Bypass Project;
- Major utility upgrades to city water service and wastewater and storm water treatment;
- Improved city financial transparency and years of clean financial audits;
- Ebey Waterfront Park and Trail development; Opera House renovation and cultural programming; and many other park acquisitions and improvements; and

WHEREAS, the City of Marysville has experienced tremendous growth and progress during his tenure, and through his dedication, leadership and commitment to responsive local government, Councilmember Seibert has made countless positive contributions to the Marysville community;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby thank and honor Jeff Seibert for his 16 years of dedicated and distinguished service to the City of Marysville.

Under my hand and seal this eleventh day of December, 2017.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Update
Index #18

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
SERS Briefing	Held
Proclamation Honoring City Councilmember Donna Wright.	Held
Audience Participation	
Approval of Minutes	
Approval of the October 23, 2017 City Council Meeting Minutes.	Approved
Approval of the November 6, 2017 City Council Work Session Minutes.	Approved
Approval of the November 13, 2017 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the November 7, 2017 Claims in the Amount of \$337,531.50 Paid by EFT Transactions and Check Number 120532 through 120676 with Check Numbers 117549 and 118416 Voided.	Approved
Approval of the November 15, 2017 Claims in the Amount of \$1,555,224.89 Paid by EFT Transactions and Check Number 120677 through 120830 with Check Numbers 110709, 116834, 117191 and 117496 Voided.	Approved
Review Bids	
Consider Awarding the Bid for the Citywide Intersection Improvement Project to Totem Electric of Tacoma in the Amount of \$264,849.00 and Approve a Management Reserve of \$30,000.00 for a Total Allocation of \$294,849.00.	Approved
Public Hearings	
Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal, and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2018.	Held Failed
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.	Held Approved Ord. No. 3070
Consider an Ordinance Prohibiting Supervised Drug Consumption Facilities.	Held Approved Ord. No. 3071
New Business	
Consider an Ordinance Establishing a Local Emergency Management Organization.	Approved Ord. No. 3072
Consider a Resolution Adopting a Comprehensive Emergency Management Plan.	Approved Res. No. 2427
Consider a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.	Approved Res. No. 2428
Consider Approving the 3rd Street Low Impact Development and Roadway Improvement Project with SRV Construction, Inc., Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving the 2017 Pavement Preservation Program Project	Approved

with Cadman Materials, Inc., Starting the 45-day Lien Filing Period for Project Closeout.	
Consider Approving the 2017-2019 Biennial Stormwater Capacity Grant Agreement with the Department of Ecology Allowing the City to be Funded \$50,000 in Grant Funding.	Approved
Consider Approving the Cost Sharing Partnership with Tulalip Tribes for Wetland Monitoring.	Approved
Consider a Resolution and Approving Transferring Ownership of Canine Hawkeye to Officer Stacey Dreyer.	Approved Res. No. 2429
Consider Approving the First Amendment to Interlocal Agreement for Provision of Services between the City of Marysville and Marysville School District dated January 12, 2017.	Approved
Consider Approving the Third Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016.	Approved
Legal	
Mayor's Business	
Staff Business	
Consider authorizing staff to continue to explore options related to self-insurance.	Approved
Call on Councilmembers	
Adjournment	9:16 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
November 27, 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. Aaron Thompson of Marysville Foursquare Church gave the invocation.

Roll Call

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

Mayor:	Jon Nehring
Council:	Steve Muller, Kamille Norton Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
Absent:	None
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Risk/Emergency Management Officer Diana Rose, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

None

Presentations

A. SERS Briefing

Ralph Krusey and Andy Ruschak made a PowerPoint presentation regarding the Snohomish County Emergency Radio System (SERS). They reviewed how SERS works, why it needs to be replaced, benefits of a new system, and a timeline for upgrading to the new radio system.

Councilmember Wright recalled when they purchased the current system and asked how long until the new system would be out of date. Andy Ruschak reviewed changes in technology and usage. The new system would be an open standard so they won't be locked into a particular vendor. The radios can directly interoperate on neighboring radio system.

Mr. Krusey commented that the preliminary cost for a new system is \$60-75 million. He reviewed some formulas for how this cost could be covered. He stated that they are asking cities to adopt a resolution in support of funding a new countywide 911 emergency radio system.

Councilmember Muller asked if P25 is the only option. Mr. Ruschak reviewed other options that had been considered and explained why this was the most reliable and stable platform. It is also the one that is recommended by the federal government.

Audience Participation

Josh Cornutt, 10305 State Street, Marysville, WA, stated he is with the I-502 marijuana shop and would like to find out where the City stands on this issue. He offered to meet with the City to discuss options.

Seth Simpson, 10305 State Avenue, Marysville, WA also spoke in support of recreational marijuana under I-502 marijuana. He commented on the biblical basis for using marijuana and stated he and his partner want to provide a safe way to access it.

Robert Weiss, 6325 83rd Ave NE, spoke regarding the proposed Ordinance prohibiting supervised drug facilities. He spoke in support of this and stated he would like to see some firm legislation prohibiting it. He asked why the proposed document in the packet adds supervised drug facility to the zoning.

City Attorney Jon Walker explained that they actually have to add it in order to prohibit it.

Presentations (continued)

B. Proclamation Honoring City Councilmember Donna Wright.

Mayor Nehring announced that there will be a formal event on Monday, December 18 at the Opera House to celebrate the service of outgoing Councilmembers Donna Wright and Jeff Seibert.

DRAFT

He read the Proclamation honoring City Councilmember Donna Wright for her 25 years of dedicated and distinguished service to the City of Marysville.

Councilmember Wright thanked everyone for the honor and thanked the staff for making the Council look good. She encouraged the upcoming Council to continue to serve the citizens.

Approval of Minutes

1. Approval of the October 23, 2017 City Council Meeting Minutes.

Councilmember Vaughan stated he would be abstaining as he was not present at the meeting.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the October 23, 2017 City Council Meeting Minutes. **Motion** passed unanimously (6-0) with Councilmember Vaughan abstaining.

2. Approval of the November 6, 2017 City Council Work Session Minutes.

Councilmembers Norton and Toyer indicated they would be abstaining as they were not present at the November 6 Work Session.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the November 6, 2017 City Council Work Session Minutes. **Motion** passed unanimously (5-0) with Councilmembers Norton and Toyer abstaining.

3. Approval of the November 13, 2017 City Council Meeting Minutes.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve the November 13, 2017 City Council Meeting Minutes. **Motion** passed unanimously (6-0) with Councilmember Wright abstaining.

Consent

4. Approval of the November 7, 2017 Claims in the Amount of \$337,531.50 Paid by EFT Transactions and Check Number 120532 through 120676 with Check Numbers 117549 and 118416 Voided.
5. Approval of the November 15, 2017 Claims in the Amount of \$1,555,224.89 Paid by EFT Transactions and Check Number 120677 through 120830 with Check Numbers 110709, 116834, 117191 and 117496 Voided.

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

Review Bids

6. Consider Awarding the Bid for the Citywide Intersection Improvement Project to Totem Electric of Tacoma in the Amount of \$264,849.00 and Approve a Management Reserve of \$30,000.00 for a Total Allocation of \$294,849.00.

Director Nielsen explained that this is grant-funded through the federal government. WSDOT administers the grant. There is no cost to the City, but there will be a lot of improvements in the City.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the Citywide Intersection Improvement Project agreement with Totem Electric of Tacoma in the Amount of \$264,849.00 and approve a Management Reserve of \$30,000.00 for a Total Allocation of \$294,849.00. **Motion** passed unanimously (7-0).

Public Hearings

7. Consider an Ordinance of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal, and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2018.

The public hearing was opened at 8:08 p.m.

Finance Director Langdon made a PowerPoint presentation on the second year of the biennial budget including:

- Summary of All Funds: Revenue
- Summary of All Funds: Expenditures
- Citywide – Budget to Actual
- General Fund Revenue
- Sales Tax
- General Fund Expenditures
- General Fund – Budget to Actual
- Cash Report
- General Information

Councilmember Muller asked if the 4th quarter is the biggest quarter for sales tax revenue. Finance Director Langdon commented that it depends; sometimes it has spiked in the spring for car purchases.

Seeing no public comments, the hearing was closed at 8:18 p.m.

Councilmember Wright spoke in support of taking the 1% as they have not taken it for a number of years, but have continued to ask staff to do more with less.

Councilmember Seibert spoke against taking the 1%.

DRAFT

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to adopt Ordinance No. 3070 with the 1%. **Motion** failed (5-2) with Councilmembers Wright and Seibert voting in favor of the motion and Councilmembers Vaughan, Seibert, Toyer, Norton, and Muller voting against the motion.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve 0% and no bank.

Councilmember Muller asked where the City is with the bank. Finance Director Langdon replied they are at 4%.

Motion passed 6-1 with Councilmember Stevens voting against the motion.

8. 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.

Finance Director Langdon reviewed this item.

The public hearing was opened at 8:23 p.m. Seeing no public comments, the hearing was closed at 8:23 p.m.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens to adopt Ordinance No. 3070. **Motion** passed unanimously (7-0).

9. Consider an Ordinance Prohibiting Supervised Drug Consumption Facilities.

City Attorney Walker stated that this would be a six-month moratorium on these sorts of facilities. During that time the Council could consider permanent prohibition. It could also be extended for six months.

The public hearing was opened at 8:26 p.m.

Public Testimony:

Robert Weiss, 6325 83rd Avenue Ne, Marysville, WA, (spoke on this topic during Audience Participation)

Seeing no further public comments, the hearing was closed at 8:26 p.m.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to adopt Ordinance No. 3071. **Motion** passed unanimously (7-0).

New Business

10. Consider an Ordinance Establishing a Local Emergency Management Organization.

Risk/Emergency Management Officer Diana Rose reviewed this item. There were no comments or questions.

Motion made by Councilmember Norton, seconded by Councilmember Wright, to adopt Ordinance No. 3072. **Motion** passed unanimously (7-0).

11. Consider a Resolution Adopting a Comprehensive Emergency Management Plan.

Diana Rose reviewed this item. She explained that this document is mandated by the WAC.

Motion made by Councilmember Seibert, seconded by Councilmember Muller, to adopt Resolution No. 2427. **Motion** passed unanimously (7-0).

12. Consider a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.

Information Services Manager Worth Norton stated that this would provide for the surplus of computers.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to adopt Resolution No. 2428. **Motion** passed unanimously (7-0).

13. Consider Approving the 3rd Street Low Impact Development and Roadway Improvement Project with SRV Construction, Inc., Starting the 45-day Lien Filing Period for Project Closeout.

Director Nielsen stated that this is a project acceptance and would start the 45-day lien period. Department of Ecology funded the majority of this project.

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to approve the 3rd Street Low Impact Development and Roadway Improvement Project with SRV Construction, Inc., Starting the 45-day Lien Filing Period for Project Closeout. **Motion** passed unanimously (7-0).

14. Consider Approving the 2017 Pavement Preservation Program Project with Cadman Materials, Inc., Starting the 45-day Lien Filing Period for Project Closeout.

Director Nielsen stated that this was TBD funded. It came out 10% below the original bid amount. He thanked the voters for approving it.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the 2017 Pavement Preservation Program Project with Cadman Materials, Inc.,

DRAFT

Starting the 45-day Lien Filing Period for Project Closeout. **Motion** passed unanimously (7-0).

15. Consider Approving the 2017-2019 Biennial Stormwater Capacity Grant Agreement with the Department of Ecology Allowing the City to be Funded \$50,000 in Grant Funding.

Director Nielsen stated that this would allow the City to receive a \$50,000 grant from the Department of Ecology.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve the 2017-2019 Biennial Stormwater Capacity Grant Agreement with the Department of Ecology Allowing the City to be Funded \$50,000 in Grant Funding. **Motion** passed unanimously (7-0).

16. Consider Approving the Cost Sharing Partnership with Tualip Tribes for Wetland Monitoring.

Director Nielsen reviewed this item related to wetland monitoring.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to authorize the Mayor to sign the Cost Sharing Partnership with Tualip Tribes for Wetland Monitoring. **Motion** passed unanimously (7-0).

17. Consider a Resolution and Approving Transferring Ownership of Canine Hawkeye to Officer Stacey Dreyer.

Chief Smith commended Officer Stacey Dreyer and the work he has done with the K-9 unit over the years. Hawkeye is nine years old and retiring.

Motion made by Councilmember Seibert, seconded by Councilmember Toyer, to approve Resolution No. 2429. **Motion** passed unanimously (7-0).

18. Consider Approving the First Amendment to Interlocal Agreement for Provision of Services between the City of Marysville and Marysville School District dated January 12, 2017.

Finance Director Langdon stated that this is for the ticketing agreement the City has with the school district.

Councilmember Norton asked how much money this has brought in and what costs have been. CAO Hirashima indicated staff could look into that and bring back information.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to authorize the Mayor to sign the First Amendment to Interlocal Agreement for Provision

of Services between the City of Marysville and Marysville School District dated January 12, 2017. **Motion** passed unanimously (7-0).

19. Consider Approving the Third Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016.

City Attorney Walker stated that this just extends the agreement for another year and implements the funding formula presented by Fire District 12.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the Third Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

He recognized the Finance Team for receiving an award for government accounting for the 10th straight year. - Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program).

Staff Business

Chief Smith:

- He offered to meet with anyone who wants to talk about the I-502 issue. He commended the Council for their courage and efforts to do the right thing.
- He expressed gratitude to Donna Wright and Jeff Seibert for their tremendous service to the community and especially public safety.

Sandy Langdon:

- Thanks to Donna Wright and Jeff Seibert for their service.
- She thanked Denise Gritton for her work on the CAFR and all the financial statements. She commended all city staff for keeping good reports and making it easy to report.
- She congratulated Hawkeye for his service to the City.

Jon Walker had no comments.

Dave Koenig thanked Donna Wright and Jeff Seibert for their service.

Chief McFalls:

- Thanks to the Council for their action tonight.
- Thanks to Donna Wright and Jeff Seibert for their service.

Kevin Nielsen:

- The city fared well with recent rains.

- 1st Street is under construction.
- Thanks to Donna Wright for her service.

Gloria Hirashima:

- She expressed appreciation to Donna Wright for her service for many years and noted that she will be missed greatly.
- Marysville was recognized for having the most improvement by the vote of the people in transportation and economy on the National Citizens Survey.
- She explained that staff is looking at options for self-insurance in the areas of health insurance, property and liability insurance, unemployment insurance, and workers compensation. Finance Director Langdon is putting together a review of those options. Staff would like to pursue going out for an RFP to get an estimate of what the options are. She commented on the notice required for current providers and other issues that would need to be considered.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to continue to explore options related to self-insurance. **Motion** passed unanimously (7-0).

Call on Councilmembers

Jeff Vaughan added that there would be no city flag if it weren't for Councilmember Wright. He expressed appreciation to Donna Wright for her service and shared some stories.

Donna Wright:

- She expressed gratitude to the staff for their hard work and excellent reputation.
- She stated that it has been an honor and a pleasure to serve.
- She noted she was contacted by a citizen who had an issue with utility billing. Finance Director Langdon indicated she would follow up.

Jeff Seibert:

- He expressed appreciation to Donna Wright for her service and friendship.
- He suggested that the Council send a letter to the gentlemen who commented tonight relating to I-502 marijuana issue. There was consensus to follow up with a letter summarizing and clarifying the Council's position.

Michael Stevens:

- 3rd Street improvements look great.
- He expressed appreciation to Donna Wright for her legacy and service.

Rob Toyer expressed appreciation to Donna Wright for her service.

Steve Muller:

- He commended Donna Wright for her service.
- He thanked staff for everything they do and for supporting the Council well.

DRAFT

- Marysville for the Holidays is coming up this weekend. Jim Ballew will be the grand marshal.

Kamille Norton thanked Donna Wright for her commitment to the City for many years and spoke to the impact she has had on her service.

Adjournment

The meeting was adjourned at 9:16 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 20, 2017 payroll in the amount \$988,044.95, EFT Transactions and Check No.'s 31216 through 31241 with Check No.'s 30510, 30801 & 30871 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
PAYROLL
FOR PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE PAYROLL IN THE AMOUNT OF \$988,044.95 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 31216 THROUGH 31241 WITH CHECK NO.'S 30510, 30801 & 30871 VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED PAYROLL ON THIS 11TH DAY OF DECEMBER 2017.

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 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.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 22, 2017 claims in the amount of \$485,967.39 paid by EFT transactions and Check No. 120831 through 120973 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$485,967.39 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120831 THROUGH 120973 WITH NO CHECK NO'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **11th DAY OF DECEMBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 11/16/2017 TO 11/22/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120831	REVENUE, DEPT OF	SALES & USE TAXES	CITY CLERK	0.64
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.22
	REVENUE, DEPT OF		RECREATION SERVICES	9.21
	REVENUE, DEPT OF		POLICE ADMINISTRATION	39.35
	REVENUE, DEPT OF		INFORMATION SERVICES	54.50
	REVENUE, DEPT OF		GOLF ADMINISTRATION	590.09
	REVENUE, DEPT OF		GENERAL FUND	1,015.40
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,843.77
	REVENUE, DEPT OF		GOLF COURSE	4,865.74
	REVENUE, DEPT OF		STORM DRAINAGE	6,252.29
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	31,875.21
	REVENUE, DEPT OF		UTIL ADMIN	78,279.71
120832	ADAMS, CHRISTEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120833	ADAMS, LORA		GENERAL FUND	200.00
120834	ALFYS PIZZA	TRAINING EXPENSE	UTIL ADMIN	25.29
120835	ANDES LAND SURVEY	LAND SURVEYING FOR QUIET TITLE	GMA - STREET	367.50
120836	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
120837	AWCPD	WEBINAR-KELLEY	PERSONNEL ADMINISTRATIO	25.00
	AWCPD	WEBINAR-KOLDEN	PERSONNEL ADMINISTRATIO	25.00
	AWCPD	WEBINAR-MESSERLY	PERSONNEL ADMINISTRATIO	25.00
120838	AWWA	WORKSHOP-BUELL, J	UTIL ADMIN	70.00
120839	BANK OF AMERICA	MEAL REIMBURSEMENT	POLICE ADMINISTRATION	30.00
120840	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PROPERTY TASK FORCE	88.98
120841	BANK OF AMERICA	MEMBERSHIP REIMBURSEMENT	POLICE ADMINISTRATION	150.00
120842	BANK OF AMERICA	SUPPLY/TRAINING REIMBURSEMENT	WATER/SEWER OPERATION	-18.93
	BANK OF AMERICA		TRAINING	49.95
	BANK OF AMERICA		WASTE WATER TREATMENT F	319.59
120843	BANK OF AMERICA	SUPPLY REIMBURSEMENT	CITY COUNCIL	50.00
	BANK OF AMERICA		EXECUTIVE ADMIN	62.12
	BANK OF AMERICA		EXECUTIVE ADMIN	395.00
120844	BANK OF AMERICA	MEAL/INMATE MEAL REIMBURSEMENT	POLICE INVESTIGATION	109.45
	BANK OF AMERICA		DETENTION & CORRECTION	490.00
120845	BANK OF AMERICA	SUPPLY/TRAINING REIMBURSEMENT	UTIL ADMIN	44.95
	BANK OF AMERICA		STORM DRAINAGE	44.95
	BANK OF AMERICA		TRAINING	179.95
	BANK OF AMERICA		UTIL ADMIN	408.39
	BANK OF AMERICA		UTIL ADMIN	446.52
120846	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-111.57
	BANK OF AMERICA		POLICE INVESTIGATION	1,337.55
120847	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	FINANCE-GENL	-779.68
	BANK OF AMERICA		INFORMATION SERVICES	-94.67
	BANK OF AMERICA		GENERAL FUND	-10.20
	BANK OF AMERICA		EXECUTIVE ADMIN	50.07
	BANK OF AMERICA		POLICE INVESTIGATION	122.35
	BANK OF AMERICA		COMPUTER SERVICES	129.71
	BANK OF AMERICA		RECREATION SERVICES	284.49
	BANK OF AMERICA		COMPUTER SERVICES	342.74
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	367.06
	BANK OF AMERICA		FINANCE-GENL	556.84
	BANK OF AMERICA		COMPUTER SERVICES	738.37
120848	BEACH STREET TOPSOIL	TOPSOIL	HYDRANTS	47.38
120849	BOHANNON, JENNIFER	REIMBURSE MILEAGE/MEALS/BENEFIT	EXECUTIVE ADMIN	95.85
120850	BRAKE AND CLUTCH	BRAKE DRUMS, BRAKE SHOES AND H	EQUIPMENT RENTAL	892.45
120851	BRAVO CONSTRUCTION A		WATER/SEWER OPERATION	28.55
120852	BURKE-DARROW, INC.	INSTALL IRRIGATION	PRO-SHOP	10,364.50
120853	CADMAN MATERIALS INC	PAY ESTIMATE #3	ARTERIAL STREET-GENL	172.06

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120854	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	216.00
120855	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	76.50
120856	CHAMPION BOLT	BOLTS	EQUIPMENT RENTAL	21.93
120857	CHICAGO TITLE INSURA	TITLE REPORT #50061027	GMA - STREET	164.55
	CHICAGO TITLE INSURA	TITLE REPORT #50061029	GMA - STREET	164.55
	CHICAGO TITLE INSURA	TITLE REPORT #50061030	GMA - STREET	164.55
120858	COMMERCIAL FIRE	REPAIR SPRINKLER SYSTEM-CH	CITY HALL	2,037.22
120859	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
120860	COOP SUPPLY	TARPS	PARK & RECREATION FAC	52.11
120861	CORE & MAIN LP	METER BOXES AND LIDS	WATER SERVICES	2,223.47
120862	DENNIS, ELDON	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	348.37
120863	DIAMOND B CONSTRUCT	REPAIR PUMP	MAINT OF GENL PLANT	211.65
	DIAMOND B CONSTRUCT	HEAT PUMP SERVICE	PUBLIC SAFETY BLDG	227.22
120864	DICKS TOWING	TOWING EXPENSE-MP17-57583	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-57603	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-57662	POLICE PATROL	43.64
120865	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-24.08
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	288.65
120866	DISCOUNTCELL INC	IPHONE CASES	INFORMATION SERVICES	-2.50
	DISCOUNTCELL INC		COMPUTER SERVICES	29.93
120867	DLT SOLUTIONS	PASS MANAGER MAINTENANCE RENEW	COMPUTER SERVICES	512.77
120868	DOBYNS FAMILY LLC		WATER/SEWER OPERATION	11.19
120869	DOBYNS FAMILY LLC		WATER/SEWER OPERATION	17.98
120870	E&E LUMBER	POWER BIT	PARK & RECREATION FAC	7.63
	E&E LUMBER	HARDWARE	STORM DRAINAGE	12.68
	E&E LUMBER	VAVLE BOX AND TAPE	PARK & RECREATION FAC	16.47
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	16.53
	E&E LUMBER	ROTO HAMMER BITS	STORM DRAINAGE	16.63
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	19.52
	E&E LUMBER	ANIT-FREEZE	PARK & RECREATION FAC	25.07
	E&E LUMBER	CLEANER	PARK & RECREATION FAC	26.16
	E&E LUMBER	DOORKNOB	POLICE PATROL	29.32
	E&E LUMBER	FASTENERS	WATER DIST MAINS	33.05
	E&E LUMBER	DEGREASER	PARK & RECREATION FAC	34.53
	E&E LUMBER	PLUMBING SUPPLIES	PARK & RECREATION FAC	43.13
	E&E LUMBER	PAINT AND SUPPLIES	PARK & RECREATION FAC	65.74
	E&E LUMBER	SPIKES	PARK & RECREATION FAC	108.01
	E&E LUMBER	LUMBER	WASTE WATER TREATMENT F	128.61
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	129.77
	E&E LUMBER	PAINT AND SUPPLIES	PARK & RECREATION FAC	218.95
	E&E LUMBER	MAN DOOR	WASTE WATER TREATMENT F	430.95
120871	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	1,467.40
	EAGLE FENCE		PARK & RECREATION FAC	4,636.75
120872	ENVIRONMENTAL PRODUC	VACTOR REPLACEMENT PARTS	WATER/SEWER OPERATION	-94.09
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	1,318.90
120873	FIELDS, CAROL		WATER/SEWER OPERATION	387.85
120874	FISHERIES SUPPLY	CARBON MONOXIDE DETECTORS	ER&R	467.67
120875	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	648.00
120876	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	31.06
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	31.07
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	32.79
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	92.30
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLA	189.29
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	270.77
120877	GALLS, LLC	UNIFORM-BURNETT	POLICE PATROL	192.40
	GALLS, LLC	BARRICADE TAPE, EAR MOLDS AND	POLICE PATROL	1,767.62
120878	GARMIRE IRON WORKS	BRACKET AND HARDWARE	TRANSPORTATION MANAGEM	845.53

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120879	GARNESSE, DAVID & CAI		WATER/SEWER OPERATION	129.45
120880	GINNY, D.S.	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120881	GOVCONNECTION INC	SOFTWARE	COMPUTER SERVICES	979.49
120882	GRAINGER	CONTAINERS	SOLID WASTE OPERATIONS	59.35
	GRAINGER	PRV PARTS	WATER DIST MAINS	126.90
120883	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	12,513.18
120884	GRAYBAR ELECTRIC CO	SERVER UPGRADE SUPPLIES	COMPUTER SERVICES	47.21
120885	GREEN DOT CONCRETE	CONCRETE	WATER SERVICE INSTALL	294.57
120886	GREENSHIELDS	HOSE	MAINT OF GENL PLANT	72.39
120887	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	529.56
120888	HAITH, EDWARD		WATER/SEWER OPERATION	58.41
120889	HENRY, ERIC & RHEA		WATER/SEWER OPERATION	16.98
120890	HEUETT, RICK A & KRI		WATER/SEWER OPERATION	38.38
120891	HOME DEPOT	GARBAGE BAGS	ER&R	319.61
120892	HOWELL, MICHAEL		WATER/SEWER OPERATION	60.57
120893	J. THAYER COMPANY	BOOK CASE	WATER SERVICES	274.85
	J. THAYER COMPANY		WATER SERVICES	274.85
120894	JEFF'S CARPET CLEAN	CARPET CLEANING	POLICE INVESTIGATION	325.00
120895	JET PLUMBING	TOILET REPAIR	PARK & RECREATION FAC	259.12
120896	JOBIE, SAINABOU		WATER/SEWER OPERATION	286.99
120897	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	GENERAL SERVICES - OVERT	156.00
	KAISER PERMANENTE	ONLINE RESPIRATORY QUESTIONAIR	POLICE PATROL	720.00
120898	KEEFE, RYAN M	REIMBURSE EXAM FEES	UTIL ADMIN	185.00
120899	KELLINGTON, JORDAN &		GARBAGE	85.61
120900	KIRKWOOD, JESSICA &		WATER/SEWER OPERATION	64.78
120901	KKXA 1520	ADVERTISING	OPERA HOUSE	125.00
120902	LAKESIDE INDUSTRIES	ASPHALT	ROADWAY MAINTENANCE	604.23
120903	LASTING IMPRESSIONS	JACKET	UTIL ADMIN	126.84
120904	LES SCHWAB TIRE CTR	TIRES	ER&R	2,626.41
120905	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	107.63
	LOOMIS		UTIL ADMIN	107.63
	LOOMIS		GOLF ADMINISTRATION	180.92
	LOOMIS		UTILITY BILLING	215.27
	LOOMIS		POLICE ADMINISTRATION	430.53
	LOOMIS		MUNICIPAL COURTS	430.53
120906	LOPEZ, LEANNA & JORG		WATER/SEWER OPERATION	413.61
120907	MARTENSON, PETER		WATER/SEWER OPERATION	12.17
120908	MARYSVILLE AWARDS	PLAQUE	PARK & RECREATION FAC	111.27
120909	MARYSVILLE PRINTING	DOOR HANGERS	SOLID WASTE OPERATIONS	249.84
	MARYSVILLE PRINTING	VEHICLE INSPECTION BOOKLETS	SOLID WASTE OPERATIONS	1,469.38
120910	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSC RIDGE IRR	PARK & RECREATION FAC	169.44
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	GOLF ADMINISTRATION	200.25
120911	MCKINLEY, AUSTIN & A		WATER/SEWER OPERATION	61.34
120912	MCLEOD, DERYCK		WATER/SEWER OPERATION	49.59
120913	MENNIE, CONNIE	REIMBURSE MILEAGE AND PRINTING	EXECUTIVE ADMIN	126.81
120914	MESHKE, NATHAN & REN		WATER/SEWER OPERATION	49.08
120915	MESSERLY, CONNIE	REIMBURSE BENEFITS FAIR EXPENS	GENERAL FUND	-2.19
	MESSERLY, CONNIE		PERSONNEL ADMINISTRATIOI	39.66
120916	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	368.45
	METCALF, SHELLEY		RECREATION SERVICES	368.45
	METCALF, SHELLEY		RECREATION SERVICES	368.45
	METCALF, SHELLEY		RECREATION SERVICES	683.39
120917	MICHELS POWER	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-211.30
	MICHELS POWER		WATER/SEWER OPERATION	1,150.00
120918	NELSON PETROLEUM	BULK OIL AND TRANS FLUID	ER&R	3,101.38
120919	NIMBUSNET	CAMERA MAINTENANCE AND LICENSE	COMPUTER SERVICES	798.98
120920	NORTHEND TRUCK EQUIP	SOLENOIODS	EQUIPMENT RENTAL	412.58

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120921	NW PROPERTY MANAGEME		GARBAGE	137.61
120922	OFFICE DEPOT	OFFICE SUPPLY CREDIT	TRANSPORTATION MANAGEM	-54.54
	OFFICE DEPOT		TRANSPORTATION MANAGEM	-29.58
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	6.52
	OFFICE DEPOT		UTIL ADMIN	15.26
	OFFICE DEPOT		STORM DRAINAGE	15.35
	OFFICE DEPOT		POLICE INVESTIGATION	19.67
	OFFICE DEPOT		POLICE INVESTIGATION	41.19
	OFFICE DEPOT		POLICE PATROL	44.12
	OFFICE DEPOT		DETENTION & CORRECTION	60.41
	OFFICE DEPOT		UTIL ADMIN	62.95
	OFFICE DEPOT		UTILITY BILLING	79.55
	OFFICE DEPOT		TRANSPORTATION MANAGEM	83.14
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	86.32
	OFFICE DEPOT		POLICE INVESTIGATION	93.26
	OFFICE DEPOT		POLICE INVESTIGATION	174.52
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	288.61
	OFFICE DEPOT		UTIL ADMIN	316.40
	OFFICE DEPOT		POLICE PATROL	342.67
	OFFICE DEPOT		STORM DRAINAGE	534.56
120923	OLSON, REGINE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120924	ONYSHCHUK, YURIEY		WATER/SEWER OPERATION	45.83
120925	OSTREIM, JEFF	REFUND CLASS FEES	PARKS-RECREATION	70.00
120926	PACIFIC POWER BATTER	BATTERY	UTIL ADMIN	7.51
120927	PACIFIC SURVEY SUPPL	TOTAL STATION	GENERAL FUND	-160.08
	PACIFIC SURVEY SUPPL		POLICE INVESTIGATION	1,919.13
120928	PALITZ, JUSTIN	REIMBURSE EXAM/APPLICATION FEE	UTIL ADMIN	185.00
120929	PARTS STORE, THE	FLUID	SEWER MAIN COLLECTION	44.64
	PARTS STORE, THE		STORM DRAINAGE	44.64
120930	PENWAY LTD	LAND USE SIGNS	COMMUNITY DEVELOPMENT-	1,041.91
120931	PETTY CASH- POLICE	SHIPPING/SUPPLIES/PHONE CASES	POLICE PATROL	14.52
	PETTY CASH- POLICE		POLICE INVESTIGATION	20.62
	PETTY CASH- POLICE		POLICE ADMINISTRATION	32.72
	PETTY CASH- POLICE		POLICE PATROL	33.04
120932	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	9.50
	PGC INTERBAY LLC		MAINTENANCE	14.03
	PGC INTERBAY LLC		MAINTENANCE	36.74
	PGC INTERBAY LLC		PRO-SHOP	39.21
	PGC INTERBAY LLC		PRO-SHOP	45.81
	PGC INTERBAY LLC		MAINTENANCE	76.93
	PGC INTERBAY LLC		MAINTENANCE	106.27
	PGC INTERBAY LLC		MAINTENANCE	676.53
	PGC INTERBAY LLC		PRO-SHOP	709.31
	PGC INTERBAY LLC		GOLF COURSE	848.43
	PGC INTERBAY LLC		PRO-SHOP	1,027.30
	PGC INTERBAY LLC		MAINTENANCE	1,383.18
	PGC INTERBAY LLC		MAINTENANCE	1,636.17
	PGC INTERBAY LLC		GOLF COURSE	1,930.00
	PGC INTERBAY LLC		MAINTENANCE	3,290.87
120933	PILCHUCK RENTALS	2 CYCLE OIL	PARK & RECREATION FAC	84.84
120934	PUD	ACCT #2213-2916-2	GMA - STREET	15.58
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	16.44
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	17.01
	PUD	ACCT #2020-1181-3	PUMPING PLANT	19.74

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120934	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	22.08
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	22.64
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	26.07
	PUD	ACCT #2215-6905-6	NON-DEPARTMENTAL	30.88
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	39.55
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	43.25
	PUD	ACCT #2035-0002-0	STREET LIGHTING	46.38
	PUD	ACCT #2025-2469-0	PUMPING PLANT	50.41
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	50.87
	PUD	ACCT #2034-3089-7	STREET LIGHTING	56.48
	PUD	ACCT #2211-1593-4	MAINT OF GENL PLANT	60.24
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	62.07
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	68.12
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	72.14
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	78.56
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	106.66
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	114.54
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG	130.26
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	133.53
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	135.42
	PUD	ACCT # 2012-2506-7	PARK & RECREATION FAC	145.22
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG	227.14
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	264.43
	PUD	ACCT #2012-4769-9	STREET LIGHTING	303.61
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	420.93
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	724.68
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	793.02
	PUD	ACCT #2011-4725-3	PUMPING PLANT	915.91
	PUD	ACCT #2000-2187-1	COURT FACILITIES	975.26
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,001.37
	PUD	ACCT #2016-1747-9	CITY HALL	1,187.89
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	1,451.66
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,536.49
	PUD	ACCT #2213-2008-8	SUNNYSIDE FILTRATION PLAI	3,217.61
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG	3,499.90
	PUD	ACCT #2015-7792-1	PUMPING PLANT	4,216.59
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	14,644.22
120935	PUGET SOUND SECURITY	KEYS MADE	WASTE WATER TREATMENT F	8.18
	PUGET SOUND SECURITY		POLICE PATROL	24.55
120936	RANGEL, MARIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120937	RAY ALLEN MANUFACTUR	REPLACE REMOTE	GENERAL FUND	-47.77
	RAY ALLEN MANUFACTUR		POLICE PATROL	572.75
120938	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	5,804.20
120939	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,021.25
120940	ROBERTS, BOB & JANIN		WATER/SEWER OPERATION	25.00
120941	ROSE, DIANA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	193.67
120942	SALMON, DARA & SCOTT		WATER/SEWER OPERATION	20.10
120943	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	105.30
120944	SHAMROCK METAL	REPLACE GUTTERS	WASTE WATER TREATMENT F	6,215.43
120945	SHERWIN WILLIAMS	PAINT AND SUPPLIES	WASTE WATER TREATMENT F	248.94
120946	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE PATROL	9.12
	SHRED-IT US		CITY CLERK	155.18
120947	SMITH, SUZANNE		GARBAGE	22.87
120948	SMOKEY POINT CONCRET	PIT RUNS AND ROCK	WATER DIST MAINS	452.08
120949	SNO CO CHAPTER OF	INSTRUCTOR SERVICES	RECREATION SERVICES	62.40
120950	SNO CO FINANCE	800 MHZ PRINCIPAL & INTEREST	REET I - POLICE	5,972.74
	SNO CO FINANCE		REET I - POLICE	76,016.64

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120951	SNO CO PUBLIC WORKS	AID AGREEMENT	TRAFFIC CONTROL DEVICES	173.14
	SNO CO PUBLIC WORKS	LABOR & EQUIPMENT-SIGNALS	TRANSPORTATION MANAGEM	430.93
120952	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	34,984.58
120953	SNO HEALTH DISTRICT	HEALTH DISCTRICT INTERLOCAL 20	NON-DEPARTMENTAL	64,940.00
120954	SONITROL	SECURITY MICROPROX PATCHES	PERSONNEL ADMINISTRATIO	70.92
120955	SOUND PUBLISHING	ADVERTISING	CITY CLERK	149.76
120956	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	17.23
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	17.23
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	34.46
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	68.92
	SPRINGBROOK NURSERY		GMA-PARKS	172.32
	SPRINGBROOK NURSERY		GMA-PARKS	172.32
120957	STANWOOD REDI-MIX	SIDEWALK REPAIR SUPPLIES	SIDEWALKS MAINTENANCE	990.63
120958	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	56.81
	STAPLES		PERSONNEL ADMINISTRATIO	250.78
120959	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	39.04
120960	TALIMAN, MARY JOYCE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120961	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	294.31
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	294.31
120962	TOLBERT, JAMES	PER DIEM 9/21/17	PROPERTY TASK FORCE	51.00
120963	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	78.13
120964	VERIZON	WIRELESS SERVICES	PURCHASING/CENTRAL STOF	24.50
	VERIZON		CRIME PREVENTION	49.00
	VERIZON		UTILITY BILLING	49.00
	VERIZON		PERSONNEL ADMINISTRATIO	55.32
	VERIZON		EQUIPMENT RENTAL	73.50
	VERIZON		PROPERTY TASK FORCE	110.64
	VERIZON		FACILITY MAINTENANCE	110.64
	VERIZON		FINANCE-GENL	120.64
	VERIZON		LEGAL-GENL	120.64
	VERIZON		RECREATION SERVICES	177.82
	VERIZON		LEGAL - PROSECUTION	183.38
	VERIZON		PARK & RECREATION FAC	184.14
	VERIZON		SOLID WASTE CUSTOMER EX	196.00
	VERIZON		EXECUTIVE ADMIN	231.28
	VERIZON		MUNICIPAL COURTS	245.98
	VERIZON		COMMUNITY SERVICES UNIT	261.29
	VERIZON		OFFICE OPERATIONS	264.49
	VERIZON		YOUTH SERVICES	276.60
	VERIZON		WATER SUPPLY MAINS	320.12
	VERIZON		WATER QUAL TREATMENT	375.00
	VERIZON		DETENTION & CORRECTION	423.60
	VERIZON		SOLID WASTE OPERATIONS	440.11
	VERIZON		GENERAL SERVICES - OVERH	469.64
	VERIZON		STORM DRAINAGE	497.50
	VERIZON		COMMUNITY DEVELOPMENT-	515.88
	VERIZON		COMPUTER SERVICES	554.09
	VERIZON		WASTE WATER TREATMENT F	575.03
	VERIZON		ENGR-GENL	575.26
	VERIZON		POLICE INVESTIGATION	606.54
	VERIZON		POLICE ADMINISTRATION	785.79
	VERIZON		UTIL ADMIN	1,763.09
	VERIZON		POLICE PATROL	4,854.98
120965	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	148.38
120966	WESTERN PETERBILT	BRACKET	SOLID WASTE OPERATIONS	925.15
	WESTERN PETERBILT	LEAF SPRINGS	SOLID WASTE OPERATIONS	2,378.36
	WESTERN PETERBILT	PS CYLINDER, UBOLT AND SPRINGS	SOLID WASTE OPERATIONS	2,762.71

DATE: 11/22/2017
TIME: 9:03:47AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 11/16/2017 TO 11/22/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120967	WHITE CAP CONSTRUCT	ROD AND SPREADER	SIDEWALKS MAINTENANCE	50.17
120968	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.92
120969	WILEN, TAMMY & BENJA		WATER/SEWER OPERATION	97.60
120970	WILLIAMS, TANESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120971	WOJCIECHOWICZ, DENNI		WATER/SEWER OPERATION	111.53
120972	WOODMANSEE, LAUREN	REIMBURSE OPERA HOUSE/OFFICE S	PARK & RECREATION FAC	29.45
	WOODMANSEE, LAUREN		OPERA HOUSE	67.54
120973	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	11,380.10

WARRANT TOTAL:

485,967.39

REASON FOR VOIDS:

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

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 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.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the November 29, 2017 claims in the amount of \$340,095.30 paid by EFT transactions and Check No. 120974 through 121103 with Check No. 11632 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$340,095.30 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120974 THROUGH 121103 WITH CHECK NO. 111632 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **11th DAY OF DECEMBER 2017**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2017 TO 11/29/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120974	LICENSING, DEPT OF	CPL BATCH 11/22/17	GENERAL FUND	900.00
120975	LICENSING, DEPT OF		GENERAL FUND	351.00
120976	AMERICAN RED CROSS	FIRST AID/BLOODBORNE PATHOGENS	EXECUTIVE ADMIN	350.00
120977	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	40.71
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.75
120978	ARIES BLDG SYSTEMS	MODULAR OFFICE BUILDING	MAINT OF GENL PLANT	142,868.25
120979	ARLINGTON MACHINE &	COLLECTOR LID ASSEMBLIES	SOURCE OF SUPPLY	15,677.67
120980	BADAMAFI, EBRIMA		GARBAGE	246.29
120981	BENDER, MATTHEW & CO.	WA CRIMINAL LAW	MUNICIPAL COURTS	384.37
120982	BERG, JAN	TUITION REIMBURSEMENT	CITY CLERK	205.00
120983	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	485.92
120984	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	385.34
120985	BIELSER, BILL		WATER/SEWER OPERATION	25.06
120986	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,884.55
120987	BRANDT, NISSA	BENEFITS FAIR EXPENSE	PERSONNEL ADMINISTRATIO	500.00
120988	BRENNIS, MARK		WATER/SEWER OPERATION	196.33
120989	BUILDERS EXCHANGE	LEGAL AD	WATER CAPITAL PROJECTS	0.30
	BUILDERS EXCHANGE		SURFACE WATER CAPITAL PF	69.90
	BUILDERS EXCHANGE		GMA - STREET	113.35
120990	BUNNELL, KENDRA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120991	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	145.13
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	245.34
120992	CASCADE MACHINERY	SERVICE CALL-WWTP	WASTE WATER TREATMENT F	352.03
120993	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,072.83
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,091.34
120994	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	61.34
	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	131.21
120995	COOP SUPPLY	HAND SPRAYERS	ROADWAY MAINTENANCE	38.15
	COOP SUPPLY	PVC	SEWER MAIN COLLECTION	65.42
	COOP SUPPLY		STORM DRAINAGE	65.43
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	186.54
120996	CORE & MAIN LP	OIL PLUGS	HYDRANTS	122.81
120997	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	24.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	3,266.72
120998	CORRECTIONS, DEPT OF	WORK CREW SEPT 2017	WATER DIST MAINS	96.84
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	534.07
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	620.63
120999	COUGAR TREE SERVICE	TREE REMOVAL AND STUMP GRINDIN	ROADSIDE VEGETATION	1,745.60
121000	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	8.72
	CTS LANGUAGE LINK		COURTS	70.09
121001	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	188.00
	DAILY JOURNAL OF COM		GMA - STREET	548.00
121002	DARVICK LANE LLC		WATER/SEWER OPERATION	395.18
121003	DICKS TOWING	TOWING EXPENSE-#P159	EQUIPMENT RENTAL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50000	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-55933	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-56620	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-56945	POLICE PATROL	43.64
121004	DIJULIO DISPLAYS INC	PLUG	ROADSIDE VEGETATION	54.55
121005	DRISCOLL, TODD & DEN		WATER/SEWER OPERATION	41.19
	DRISCOLL, TODD & DEN		GARBAGE	358.45
121006	E&E LUMBER	CAULKING GUN	ROADSIDE VEGETATION	12.56
	E&E LUMBER	STAPLES	ROADWAY MAINTENANCE	17.98
	E&E LUMBER	ROLLER COVERS AND CONTAINER	ROADWAY MAINTENANCE	19.13
	E&E LUMBER	PIPE WRAP AND BULB	SEWER LIFT STATION	46.02
	E&E LUMBER	TORCH, WOOD, PROPANE AND SHRIN	ROADSIDE VEGETATION	224.54

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2017 TO 11/29/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121013	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	68.67
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	68.67
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	71.80
	FRONTIER COMMUNICATI		UTILITY BILLING	71.80
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	80.12
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	80.12
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	80.77
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	80.77
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	85.62
	FRONTIER COMMUNICATI	PHONE CHARGES	OFFICE OPERATIONS	98.72
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	100.40
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	116.67
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	116.67
	FRONTIER COMMUNICATI		UTIL ADMIN	143.60
	FRONTIER COMMUNICATI		ENGR-GENL	152.57
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	188.47
	FRONTIER COMMUNICATI		POLICE PATROL	403.86
121014	GALLS, LLC	UNIFORM CREDIT-REYES	POLICE PATROL	-99.29
	GALLS, LLC	UNIFORM-FOOTE	POLICE PATROL	165.28
	GALLS, LLC	UNIFORM-REYES	POLICE PATROL	195.90
121015	GAUTHIER, KIMBERLY	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
121016	GEOTEST SERVICES INC	TESTING	WATER CAPITAL PROJECTS	938.75
121017	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	189.00
121018	GOVCONNECTION INC	CAR CHARGER	WATER DIST MAINS	93.83
121019	GRAVES, JESSICA	RENTAL DEOSIT REFUND	GENERAL FUND	100.00
121020	GUO, ZHENRONG		WATER/SEWER OPERATION	33.39
121021	GUY, ROBERT		GARBAGE	69.62
121022	HD FOWLER COMPANY	GASKET CREDIT	WATER SERVICE INSTALL	-8.48
	HD FOWLER COMPANY	GASKETS	WATER SERVICE INSTALL	21.78
	HD FOWLER COMPANY	50 LB BAG BENTONITE	WATER RESERVOIRS	110.54
	HD FOWLER COMPANY	FREIGHT CHARGES	WATER SERVICES	544.50
	HD FOWLER COMPANY	METER BOXES AND LIDS	WATER SERVICE INSTALL	965.40
	HD FOWLER COMPANY	HOT BOX	WATER SERVICES	4,573.80
121023	HERC RENTALS INC	BOOM LIFT RENTAL	SEWER LIFT STATION	1,100.11
	HERC RENTALS INC		WATER DIST MAINS	1,100.12
121024	HINRICKSEN, MARVIN		WATER/SEWER OPERATION	61.51
121025	HOME DEPOT	TOTES AND STAPLES	ROADWAY MAINTENANCE	89.91
121026	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
121027	INTERSTATE BATTERY	BATTERY	EQUIPMENT RENTAL	89.24
	INTERSTATE BATTERY	BATTERIES	ER&R	338.78
121028	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	241.28
121029	IVERSON, ASHLEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121030	J. THAYER COMPANY	SHIPPING TAGS	EQUIPMENT RENTAL	65.30
121031	JENSEN, ANTONIA & RI		WATER/SEWER OPERATION	89.57
121032	KAR GOR INC	MONITORS AND CABLES	TRANSPORTATION MANAGEM	2,227.71
121033	KC RESTORATION LLC		WATER/SEWER OPERATION	32.02
121034	KEEFE, RYAN M	REIMBURSE MEALS	UTIL ADMIN	31.16
121035	KENWORTH NORTHWEST	REPAIR #J007	SOLID WASTE OPERATIONS	2,530.76
121036	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	1,166.20
121037	LAKE INDUSTRIES	HAUL ASPHALT	ROADWAY MAINTENANCE	120.00
121038	LANGDON, SANDY	REIMBURSE PARKING/CLASS FEES	FINANCE-GENL	6.00
	LANGDON, SANDY		FINANCE-GENL	25.00
121039	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	357.50
121040	LASTING IMPRESSIONS	PRESENTATION BROCHURES	EXECUTIVE ADMIN	802.43
121041	LEAVITT GROUP	BOND-TOWERS	MUNICIPAL COURTS	400.00

**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>
121042	LES SCHWAB TIRE CTR	TIRES	ER&R	1,313.21
121043	LOWES HIW INC	CAM LOCKS, PLYWOOD AND CORDS	PUBLIC SAFETY BLDG	28.02
	LOWES HIW INC	FIRE EXTINGUISHERS	PUBLIC SAFETY BLDG	39.21
	LOWES HIW INC	STEP LADDER	WASTE WATER TREATMENT F	58.88
121044	MANNON, ROSEANNE	REFUND RENTAL FEES	PARKS-RECREATION	85.00
	MANNON, ROSEANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121045	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.49
	MARYSVILLE PRINTING	PO BOOKS	GENERAL SERVICES - OVERT	395.11
	MARYSVILLE PRINTING	ENVELOPES AND OT SLIPS	POLICE PATROL	581.50
121046	MARYSVILLE PROFESSIO	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
121047	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	81.00
121048	MIRANDA, TONYA	REIMBURSE MEETING EXPENSE	GMA - STREET	52.20
121049	MIZELL, TARA	REIMBURSE SPECIAL EVENT SUPPLY	OPERA HOUSE	16.65
	MIZELL, TARA		COMMUNITY EVENTS	23.88
	MIZELL, TARA		GOLF ADMINISTRATION	127.36
121050	MODULAR SPACE	CLEAN MODULAR	WASTE WATER TREATMENT F	90.91
	MODULAR SPACE		WATER QUAL TREATMENT	90.92
	MODULAR SPACE		STORM DRAINAGE	90.92
	MODULAR SPACE	MOVE MODULAR	WATER QUAL TREATMENT	338.21
	MODULAR SPACE		WASTE WATER TREATMENT F	338.21
	MODULAR SPACE		STORM DRAINAGE	338.21
121051	MOTOR TRUCKS	COOLANT SENSOR	EQUIPMENT RENTAL	32.38
121052	NATIONAL BARRICADE	GUIDE POSTS	SOURCE OF SUPPLY	1,715.18
121053	NISHIMURA, MARISA	REIMBURSE MEAL/PARKING	OFFICE OPERATIONS	24.93
121054	NORTH CENTRAL LABORA	BROTH AND DISH	WATER/SEWER OPERATION	-35.76
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	428.68
121055	NORTHEND TRUCK EQUIP	SNOW PLOW ASSEMBLY	EQUIPMENT RENTAL	17,673.61
121056	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	784.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,032.00
121057	NORTHWESTERN AUTO	REPAINT PATROL CAR #P133	EQUIPMENT RENTAL	3,982.91
121058	OFFICE DEPOT	OFFICE SUPPLY CREDIT	POLICE TRAINING-FIREARMS	-86.32
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	-55.82
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	-40.54
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	22.06
	OFFICE DEPOT		PROPERTY TASK FORCE	73.70
	OFFICE DEPOT		POLICE PATROL	79.08
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	96.36
	OFFICE DEPOT		POLICE INVESTIGATION	117.42
	OFFICE DEPOT		PROPERTY TASK FORCE	143.40
	OFFICE DEPOT		POLICE PATROL	169.72
121059	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	OLASON, MONICA		RECREATION SERVICES	88.20
	OLASON, MONICA		RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	107.10
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	180.00
	OLASON, MONICA		RECREATION SERVICES	186.00
	OLASON, MONICA		RECREATION SERVICES	198.00
	OLASON, MONICA		RECREATION SERVICES	282.00
	OLASON, MONICA		RECREATION SERVICES	288.00
121060	PARTS STORE, THE	FUEL CAP	EQUIPMENT RENTAL	12.16
121061	PARTSMASER	CONNECTOR KITS	EQUIPMENT RENTAL	540.00
121062	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	105.60
	PEACE OF MIND		CITY CLERK	147.20
	PEACE OF MIND		CITY CLERK	166.40
121063	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	16.96
	PGC INTERBAY LLC		MAINTENANCE	44.05

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2017 TO 11/29/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121063	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	56.11
	PGC INTERBAY LLC		PRO-SHOP	56.12
	PGC INTERBAY LLC		PRO-SHOP	73.75
	PGC INTERBAY LLC		MAINTENANCE	83.29
	PGC INTERBAY LLC		PRO-SHOP	122.00
	PGC INTERBAY LLC		MAINTENANCE	131.02
	PGC INTERBAY LLC		MAINTENANCE	178.11
	PGC INTERBAY LLC		MAINTENANCE	181.78
	PGC INTERBAY LLC		PRO-SHOP	215.57
	PGC INTERBAY LLC		PRO-SHOP	331.45
	PGC INTERBAY LLC		MAINTENANCE	624.28
	PGC INTERBAY LLC		PRO-SHOP	4,544.00
	PGC INTERBAY LLC		MAINTENANCE	8,116.90
121064	PILCHUCK RENTALS	HELMET SYSTEMS	STORM DRAINAGE	147.26
	PILCHUCK RENTALS	DIAMOND BLADE	SIDEWALKS MAINTENANCE	152.69
	PILCHUCK RENTALS	EXCAVATOR RENTAL	WATER SERVICE INSTALL	2,191.87
121065	POCKET PRESS	LAW BOOKS	GENERAL FUND	-77.72
	POCKET PRESS		POLICE PATROL	931.77
121066	POLLARDWATER.COM	AIR MONITOR PARTS	WATER DIST MAINS	102.55
	POLLARDWATER.COM	AIR MONIOTR PARTS	WATER DIST MAINS	207.29
	POLLARDWATER.COM	AIR MONITOR PARTS	WATER DIST MAINS	1,431.89
121067	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,244.17
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	2,274.62
121068	PUD	ACCT #2211-0009-2	GMA - STREET	16.44
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	16.96
	PUD	ACCT #2215-6905-6	NON-DEPARTMENTAL	17.01
	PUD	ACCT #2024-6103-4	UTIL ADMIN	17.82
	PUD	ACCT #2020-3113-4	PUMPING PLANT	18.32
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	18.71
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	20.49
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	20.58
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	25.53
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	26.94
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	28.93
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	29.01
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	30.17
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	34.55
	PUD	ACCT #2207-9273-3	STREET LIGHTING	38.69
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	42.03
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	42.98
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	43.93
	PUD	ACCT #2030-0516-0	STREET LIGHTING	49.43
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	61.32
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	63.61
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	66.05
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	69.46
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	70.44
	PUD	ACCT #2215-6909-8	NON-DEPARTMENTAL	73.87
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	75.25
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	76.14
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	81.55
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	89.11
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	94.62
	PUD	ACCT #2207-6117-5	OPERA HOUSE	106.88
	PUD	ACCT #2207-6180-7	OPERA HOUSE	109.42
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	111.33
	PUD	ACCT #2215-6907-2	NON-DEPARTMENTAL	111.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2017 TO 11/29/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121068	PUD	ACCT #2025-5745-0	STREET LIGHTING	128.51
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	171.11
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	181.79
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	235.66
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	246.05
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	344.49
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	376.15
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	388.30
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	424.27
	PUD	ACCT #2211-9254-5	PUBLIC SAFETY BLDG	424.97
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	427.77
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	525.53
	PUD	ACCT #2208-2414-8	WASTE WATER TREATMENT F	624.54
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	660.62
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,515.34
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,744.83
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	9,545.30
121069	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
121070	PUMPTech INC	IMPELLER KIT	SEWER LIFT STATION	1,897.27
121071	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SUNNYSIDE FILTRATION PLAI	1,071.13
	RH2 ENGINEERING INC		WATER DIST MAINS	7,444.11
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	7,637.66
121072	ROBBINS, TAMARA	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
121073	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	653.60
121074	ROY ROBINSON	DRIVETRAIN AND FRAME	EQUIPMENT RENTAL	108.90
121075	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
121076	SAFEWAY INC.	INMATE MEALS	DETENTION & CORRECTION	21.73
121077	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	6.09
	SAFEWAY INC.		EXECUTIVE ADMIN	53.14
121078	SAN DIEGO POLICE EQU	SIM KITS	POLICE TRAINING-FIREARMS	2,199.25
121079	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
121080	SIX ROBBLEES INC	SNOW PLOW MARKER SETS	ER&R	164.14
	SIX ROBBLEES INC	HITCH, MOUNT, RECEIVER AND PIN	EQUIPMENT RENTAL	235.84
121081	SKAGIT PLUMBING	REPAIR LEAK	WATER FILTRATION PLANT	226.34
121082	SOUND PUBLISHING	LEGAL ADS	GMA-PARKS	46.45
	SOUND PUBLISHING		GMA - STREET	315.59
121083	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIOI	19.20
	STAPLES		PERSONNEL ADMINISTRATIOI	19.20
	STAPLES		PERSONNEL ADMINISTRATIOI	19.20
	STAPLES		ENGR-GENL	19.63
	STAPLES		COMMUNITY CENTER	39.49
	STAPLES		MUNICIPAL COURTS	43.63
	STAPLES	BINDERS	RECREATION SERVICES	100.81
	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	376.55
121084	SUNNYSIDE NURSERY	PLANTS	GMA - STREET	63.69
121085	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	122.18
121086	TAPPIN, LESLIE		WATER/SEWER OPERATION	25.29
	TAPPIN, LESLIE		WATER/SEWER OPERATION	86.15
121087	TETRICK, ZACH	REIMBURSE VINEGAR EXPENSE-DAY	RECREATION SERVICES	7.45
121088	THERMO TECH	SANDBLASTING	GMA-PARKS	546.00
121089	TULALIP CHAMBER	BBH (3)	EXECUTIVE ADMIN	69.00
	TULALIP CHAMBER	CHAMBER EVENT (8)	EXECUTIVE ADMIN	520.00
121090	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	181.47
121091	USA BLUEBOOK	ELECTRIC TRASH PUMP	STORM DRAINAGE	1,009.12
121092	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE ADMINISTRATION	121.03

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2017 TO 11/29/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121093	VASCONI, DAVID	PER DIEM 11/15-11/17	COMMUNITY SERVICES UNIT	160.00
121094	WA AUDIOLOGY SRVCS	AUTOMETRIC TESTING	EXECUTIVE ADMIN	1,367.40
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	1,475.40
121095	WALTON BEVERAGE CO	OPERA HOUSE BEVERAGES	OPERA HOUSE	134.30
121096	WELLS, CASSANDRA & T	UB 706008000000 6008 80TH AVE	WATER/SEWER OPERATION	208.57
121097	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	258.73
121098	WESTERN PETERBILT	SPRING ASSEMBLY	SOLID WASTE OPERATIONS	97.30
121099	WESTERN SYSTEMS	SQUEEGEE ASSEMBLIES	STREET CLEANING	3,993.52
121100	WHITNEY EQUIPMENT CO	IMPELLERS, REPAIR KITS AND HAN	SEWER LIFT STATION	7,015.10
121101	WSAA	MEMBERSHIP	RECREATION SERVICES	60.00
121102	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	MAINT OF GENL PLANT	9.73
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERT	9.74
121103	ZIONS BANK	CUSTODIAN SAFEKEEPING	FINANCE-GENL	665.00

WARRANT TOTAL: 340,303.87

CHECK #111632 CHECK LOST IN MAIL (208.57)

340,095.30

- REASON FOR VOIDS:
- UNCLAIMED PROPERTY
 - INITIATOR ERROR
 - WRONG VENDOR
 - CHECK LOST/DAMAGED IN MAIL

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM:	
Interlocal Government Agreement between the City of Marysville and the State of Washington Department of Corrections	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Goldman, Assistant Chief	Richard Smith, Chief of Police
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
No Budget Impact	N/A
SUMMARY:	

The Interlocal Government Agreement between the City of Marysville and the State of Washington Department of Corrections provides the framework to embed a Community Corrections Officer with the Marysville Pro-Act Team.

This provides immediate access to the Department of Corrections computer data, which includes incarceration history, criminal history and current imposed restrictions for those individuals on parole and/or probation.

Many of these same individuals continue to commit crimes in and around the City of Marysville. Working jointly with the Department of Correction will serve to strengthen partnerships, locate and incarcerate those individuals who are committing crimes in our community.

This Interlocal Agreement will have no impact to our budget and will be active beginning January 1, 2018 and extend through January 1, 2020.

RECOMMENDED ACTION:



State of Washington
Department of Corrections

Contract No. K11665

This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Marysville Police Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEREAS, the purpose of this Agreement is to allow Department to place Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 1635 Grove St., Marysville, WA 98270 ("Premises").

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

1. **Agency Responsibilities:** Agency shall provide only the following:

Office space for use by the CCO during joint operations, including access to telephones. Premises will be accessible to the CCO at any time the CCO is involved in an operation with the Agency.

2. **Department Responsibilities:** Department shall:

- A. Keep the office space clean
- B. Wear Department identification at all times when within the building.
- C. Escort visitors at all times while within the building.
- D. Supply a printer for the use of the CCO and any necessary supplies.
- E. Ensure that the CCO is not meeting with offenders at this location.

3. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:

- A. Joint Operations covering events, holidays, and home/field contact.
- B. Immediate response regarding felons under Department supervision.
- C. Joint involvement in Community groups.
- D. Information sharing resources, such as wanted persons information and local on-going community concerns.

4. **Access to information:**

- A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.
- B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.

5. **Term:** This agreement shall take effect January 1, 2018 and shall continue in effect until terminated January 1, 2020. This Contract Agreement may be extended by mutual agreement of the parties for five (5) additional two-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
- 6 **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a part to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Assistant Chief, Jeff Goldman, Marysville Police Department, 1635 Grove St., Marysville, WA 98270, (425) 754-6123.
 - B. Kelly Miller, Field Administrator, Department of Corrections, (425) 513-5248, kmiller@doc1.wa.gov.
8. **Nothing herein shall require or be interpreted to:**
- A. Waive any defense arising out of RCW Title 51.
 - B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
9. **General Provisions:**
- A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
 - B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
 - C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and assigns.
 - D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
 - E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
 - F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
 - G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
 - H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

THIS Agreement, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

MARYSVILLE POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

 (Signature)

 (Printed Name)

 (Title)

 (Date)

 (Signature)

John R. Nispel

 (Printed Name)

Contracts Administrator

 (Title)

 (Date)

Approved as to Form:
This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/11/17

AGENDA ITEM:	
Interlocal Agreement Between Snohomish County Human Services Department Behavioral Health Program & City of Marysville-Ref: "Law Enforcement Embedded Social Worker"	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Goldman, Assistant Chief	Richard Smith, Chief of Police
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Interlocal Agreement Between Snohomish County Human Services and the City of Marysville	
BUDGET CODE:	AMOUNT:
	Approximately \$50,000.00
SUMMARY:	

The attached Interlocal Agreement between Snohomish County Human Services and the City of Marysville provides the administrative framework to a pilot program deemed, "Law Enforcement Embedded Social Worker".

This partnership with the Marysville Police Department encompasses Snohomish County Human Services Department, Snohomish County Sheriff's Office and Arlington Police Department.

The collaboration between Social Services and Law Enforcement will provide an alternative to typical police responses for the vulnerable population suffering from mental illness, homelessness and/or addiction through a deliberate social service intervention. The direct involvement of the embedded social worker may afford resources such as access to mental health services, addiction rehabilitation programs, housing, medical and financial aid.

The fiscal responsibility for the City of Marysville includes one-half of the total annual salary for the embedded social worker as provided in Article XIV of this Interlocal Agreement.

RECOMMENDED ACTION:

Staff respectfully recommends City Council authorize the Mayor to sign the attached agreement authorizing the Interlocal Agreement between the Snohomish County Human Services Department and the City of Marysville.

INTERLOCAL AGREEMENT

BETWEEN

**SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
BEHAVIORAL HEALTH PROGRAM**

AND

CITY OF MARYSVILLE

REGARDING

LAW ENFORCEMENT EMBEDDED SOCIAL WORKER

This INTERLOCAL AGREEMENT (the “ILA” or “Agreement”) is entered into between SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT BEHAVIORAL HEALTH PROGRAM, hereinafter “the County” and the CITY OF MARYSVILLE, hereinafter “the City”, a municipal corporation, pursuant to Chapter 39.34 RCW. The County and the City (collectively, “the parties”) hereby agree as follows:

I. PURPOSE

- A. The purpose of this Agreement is to set forth the duties between the County and the City of Marysville with regards to a pilot program that embeds a County social worker with the City of Marysville Police Department (MPD), to be known as the Law Enforcement Embedded Social Worker (“LEESW”). The goal of the LEESW program is to provide an alternative police response to those people with social service needs within and/or directly impacting the City of Marysville. By sharing work space with a social service worker at MPD, partnerships will be created between MPD and the social service agencies in the region. The LEESW will provide assistance with police response to those in the community who are homeless and have needs related to mental illness, alcohol and drug addiction, veteran status, housing, medical, concerns and/or financial needs.
- B. Both parties agree to work collaboratively to comply with the intent of this Agreement. Activities will include, but not be limited to, the identification, assessment, and referral of homeless adults with behavioral and/or other health issues to available services in the community based on an individualized assessment of the needs of each such person.

II. OBJECTIVE AND STRATEGIES

The parties mutually acknowledge the following objectives and strategies with respect to this Agreement:

- A. Establish better coordination and partnerships between social services providers and law enforcement.
- B. Improve response and provide better follow-up with the chronically homeless and frequent utilizers of social services and emergency services.
- C. Reduce the draw on law enforcement resources.
- D. Maintain data on how the LEESW position is affecting those with social service needs in the region.
- E. Engage, motivate and support individuals in accessing services and making positive life changes.

Strategies used to achieve these objectives shall include without limitation:

- 1. Providing outreach, engagement and liaison support to those people that are encountered by law enforcement on a reoccurring basis.
- 2. Providing training to law enforcement on social service resources.
- 3. Developing a procedure for identifying and screening people with social service needs.
- 4. Developing a network of working relationships with: the Triage Center, voluntary teams, Snohomish County Jail, Detox provider, emergency housing providers and other social service providers.
- 5. Follow-up with identified individuals in an effort to bridge gaps between police contacts and social services.

III. ADMINISTRATOR; NOTICE; POINTS OF CONTACT

A. The MPD will assign a sergeant to serve as the Administrator of this Agreement.

B. Official notices to each of the parties, respectively, shall be provided to the individual Points of Contact designated below:

To the City:

Jeff Goldman
Assistant Chief
Marysville Police Department

To the County:

Anji Jorstad
Behavioral Health Supervisor
Snohomish County Human Services

IV. REFERRAL PROCESS

The parties will work collaboratively to establish a process for referral of individuals into the pilot program established under this Agreement. This includes without limitation eligibility assessments by County staff. Persons without a demonstrable behavioral health issue may be referred for alternative services according to individual need and service availability.

V. GEOGRAPHICAL LOCATION

In performing services under this Agreement, the LEESW will focus primarily within the jurisdiction of the City, but may also from time to time assist with outreach in areas that have an immediate nexus to and impact upon the City.

VI. COMMITMENT OF RESOURCES

A. The City agrees to commit the following resources to the pilot program established under this Agreement:

1. Approximately one half of the total cost of employing the embedded social worker—provided to Snohomish County Human Services as outlined in Article XIV of this Agreement.
2. Reasonable access to work stations within the City for the LEESW.
3. Subject to reasonable availability and City-determined prioritization, Law Enforcement dedicated resources to support the objectives of this pilot program—primarily through the MPD's sergeant and patrol division.
4. Utilization of crime analysis data, on an as-needed basis, for evaluation of crime trends associated with chronic utilizers of police services.
5. Training for the LEESW, as reasonably appropriate and available.

B. The County agrees to commit the following resources to the pilot project established under this Agreement:

1. One full-time social worker (the LEESW) who will be embedded half-time (0.5 FTE) at the MPD, and during the remaining half-time will be embedded with the Snohomish County Sheriff's Office of Neighborhoods.
2. Sufficient funding to cover the program costs not funded by the City, as provided in Article XIV of this Agreement.
3. Supervision and training for the LEESW.

4. Except as expressly provided in this Agreement, all necessary equipment, tools and materials for the LEESW to perform his/her duties, specifically including without limitation:
 - i. Snohomish County Human Services identification.
 - ii. Clothing that is necessary for outdoor working conditions, not to exceed \$250 annually.
 - iii. Vehicles and/or other transportation means necessary for the LEESW to perform his/her duties hereunder.
 - iv. Other equipment determined necessary and mutually agreed upon by the parties.
5. The parties jointly agree to commit use of facilities, i.e., phones, furniture, copy machines, fax as reasonably available. Provided, that resource allocation shall be determined jointly on an ongoing basis with reasonable and good faith consideration afforded to the parties' respective budgets and workload constraints.

VII. SUPERVISION; EMPLOYMENT STATUS; INSURANCE.

- A. The assigned sergeant shall generally oversee the day-to-day operations of the pilot program which will include the LEESW as a member. However, team members, specifically including without limitation the LEESW, will remain formally under the supervision of their respective agencies and their supervisors in their respective agencies.
- B. The parties will communicate regularly to review operations and discuss any needed project adjustments.
- C. Each team member shall be responsible for complying with their respective agency's policies and procedures.
- D. Neither the LEESW nor the MPD police officers are agents of the other party, respectively, nor shall act as the agent of the other.
- E. The LEESW shall be and remain a County employee at all times relevant to this Agreement. Without limitation of the foregoing, no employment relationship shall be created under this Agreement between the City and the LEESW and/or any other employee of the County, or between the County and any employee of the City. The City shall not be liable for, nor obligated to pay to the County, or any employee of the County, specifically including without limitation the LEESW,

compensation, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to LEESW which may arise as an incident of the LEESW performing services hereunder. Without limitation of the foregoing, the City shall not be obligated to pay industrial insurance for the services rendered by the LEESW.

- F. The County shall procure and maintain at all times relevant to this Agreement liability insurance coverage for the LEESW and any vehicle used by the LEESW in performing services under this Agreement in the same manner and in the same coverage amounts as provided for other County employees.

VIII. STANDARD OPERATING PROCEDURES

The following operating procedures may be supplemented in writing or by practice. The following is not intended to be an exclusive or exhaustive set of policies and procedures.

- A. Hours of Operation: Hours of operation for the LEESW will be determined and agreed upon by the parties.
- B. Information Sharing: To the extent allowed by law, the LEESW shall share information about his/her activities under this Agreement with the MPD. The LEESW shall upon the City's request participate in administrative hearings, including without limitation hearings concerning officer discipline, related to activities the LEESW may witness in performing his/her duties under this Agreement. The LEESW shall assist MPD officers upon the City's request by providing written statements, and will testify in court proceedings as required. MPD officers shall reasonably cooperate with the LEESW by providing incident reports, statements, and offender photos as allowed by law. Any release of records or other information shall comply with MPD and Snohomish County Human Services policies related to confidentiality, as well as applicable state and federal law.
- C. Community Contact: The LEESW shall to engage and communicate with the Marysville community, including without limitation providing outreach, presentations to community groups and training.

IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES

It is anticipated by the parties that persons contacted through the pilot project established under this Agreement are likely to fall into one of the three following groups, each requiring different outreach, engagement and liaison approaches:

- A. Social contacts made with those persons in need of social services.

Action: The LEESW will attempt to provide the appropriate referral based on the needs of the contact. The LEESW will follow-up, as necessary to see if the contact has utilized the resources provided. Data will be maintained on these contacts.

B. Arrested individuals referred to the LEESW in lieu of booking.

Action: When MPD officers arrest, but choose not to book an individual who is in need of social service needs, they may work with the LEESW to provide the arrestee with an alternative to the arrest. The LEESW will then attempt to provide the appropriate referral based on the needs of the arrestee. The LEESW will then follow-up, as necessary, to determine if the arrestee has in fact utilized the resources provided. Data will be maintained on these contacts.

C. Arrested individuals booked into jail.

Action: When MPD officers arrest and book an individual with social service needs, they may refer the LEESW to them. As necessary, the LEESW will work with the prosecutor and/or jail transitional services to help determine conditions of sentencing and/or release that will motivate arrestees to seek the treatment they need. Data will be maintained on these contacts.

X. ROLES AND RESPONSIBILITIES DURING CONTACT

- A. The LEESW will be making contact with people in need of social services both in the field and at the Marysville Police Department. The LEESW will conduct outreach as deemed necessary and interact with people with varying degrees of mental health problems, addiction issues, housing needs and other service needs.
- B. If the person contacted by the LEESW also has wants and/or warrants, the decision on whether to book the person or get them into social services will be made after a discussion with the MPD assigned sergeant or his/her designee. Absent bookings that are mandated by state law, the booking of the person will be discretionary and based upon the MPD's discretionary judgment as to what approach will be in the best interest of the person and the community.
- C. The LEESW is not expected to conduct criminal interviews and is not acting as an agent of the MPD during outreach in the community. However, if the LEESW is subpoenaed as a result of his/her coordinated effort with MPD, the LEESW shall appear and testify as directed.

XI. STATISTICS AND EVALUATION

- A. The LEESW pilot program established under this Agreement will be funded through December 31, 2018 and then evaluated by the parties for efficiency

and impact. This pilot project may be extended at the mutual discretion of the parties as a result of such evaluation, or may be discontinued if it is shown to have minimal impact on motivating individuals with social service needs or police response to chronic utilizers of services.

- B. The LEESW will maintain a log and record statistics on his/her work at MPD which can be evaluated on a regular basis. Those statistics may be used to map any trends in the target demographic. The results of the evaluation will be forwarded to each party for review.
- C. Measures for the above-referenced evaluation may include, without limitation, the following:
 1. Number of contacts: Include date, time, name, date of birth, contact address, home address (if applicable), stop reason, want/warrant status
 2. MPD charge/case number (if applicable)
 3. Amount of hours the LEESW spent on outreach
 4. OT or regular duty
 5. Name of officers involved in outreach
 6. Name of any social service groups involved in outreach
 7. Result of contact: i.e., referral, placement, refusal, etc.
 8. Underlying issue: mental health, substance abuse, financial issues, etc.
 9. Training conducted
 10. Meetings attended
 11. Other relevant measurements

XII. INDEMNIFICATION & HOLD HARMLESS

Each party shall protect, save harmless, indemnify and defend the other party, its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the first party in performance of this Agreement by itself, its elected or appointed officials, officers, employees or

agents, except to the extent such loss or claim is attributable to the negligence or willful misconduct of the second party, its elected officials, officers, employees or agents.

To the extent that a loss or claim hereunder arises out of the joint or concurrent negligence of both parties, the parties' respective liabilities shall be as provided by the laws of the State of Washington.

Each party's waiver of immunity under Title 51 RCW above, made solely for the purposes of this indemnification, has been mutually negotiated by the parties.

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

XIII. TERM; TERMINATION

This Agreement shall be effective upon mutual execution by the parties and shall continue in effect until December 31, 2018 unless terminated as provided herein or mutually extended by written agreement of the parties. Either party may terminate this Agreement with or without cause by providing the other party with at least thirty (30) days written notice. Termination of the Agreement will not result in a refund of payments previously remitted for that calendar year.

XIV. DIVISION OF LEESW PROGRAM COSTS

Costs for LEESW (1 FTE)	
Salary*	\$ 59,536.56
Benefits**	\$ 26,791.45
Total	\$ 86,328.01
Supplies***	\$ 1000.00
Indirect/FTE ^	\$ 16,374.82
Total Cost/FTE	\$ 103,702.83

*Based on a full-time Mental Health Community Support Specialist entry-level employee in the "MHCSS" category.

**Benefits estimated at 45% of salary, and may vary slightly depending on the number of dependents, type of health and dental plans that are chosen, etc. The parties mutually acknowledge that this estimate is consistent with employees in similar positions.

***Employee clothing, safety equipment, general supplies, etc.

^Based on 2017 fixed costs in the LEESW program category at Human Services and prorated reimbursables. Also known as "burden" or billable costs, this indirect cost estimate is based on the number of FTE's in the Behavioral Health Program.

- A. The City will contribute roughly one half (\$50,000 per year) of the total cost of the LEESW. The remaining cost will be the exclusive responsibility of the County.
- B. The City shall remit payment of the above-amount to the County in equal quarterly installments.
- C. Pursuant to RCW 43.09.210, the parties mutually acknowledge that the services provided under this Agreement are being compensated at their full and true value.

XV. MISCELLANEOUS

A. Public Records Act.

This Agreement and all public records associated with the Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

B. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

C. No Third Party Beneficiaries

The provisions of this Agreement are for the exclusive benefit of the County and the City. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

D. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. The substantially prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees.

E. Severability

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

F. Authority.

Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the City, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the City, as the case may be.

G. Survival.

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

H. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

I. Amendments.

No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

J. Filing; Posting.

Pursuant to RCW 39.34.040, a fully executed copy of this Agreement shall be filed with the office of the Snohomish County Auditor or posted by subject on a party's website.

SIGNED:

Jon Nehring, Mayor
City of Marysville

Date

Mary Jane Brell Vujovic, Director
Snohomish County
Human Services Department

Date

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12-11-2017

AGENDA ITEM:	
Approve Renewal of SNOCAT Inter-local Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Cmdr. Bradley Akau	
DEPARTMENT:	
Marysville Police Department	
ATTACHMENTS:	
See Inter-local Agreement	
BUDGET CODE:	AMOUNT:
00108337382132	\$261,136.00
SUMMARY:	

Marysville Police Department requests the Council approve the renewal of the Inter-local Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force services. The term of the contract is September 1, 2017 through June 30, 2019.

The Marysville Police Department has assigned one detective to work with the Auto Theft Task Force (SNOCAT)

The Snohomish County will reimburse the City actual expenses for the salary and benefits up to a maximum amount of \$139,716 for September 1, 2017 – August 31, 2018 and \$116,420 for (September 1, 2018 – June 30, 2019) and overtime up to \$5000/ per 22 months. The maximum payout for the term of this agreement is \$261,136.00

SNOCAT has continued to be highly effective in addressing auto theft and the additional crimes commonly associated with Auto Theft.

RECOMMENDED ACTION:

Please approve the renewal of the Inter-local for the Marysville Detective to continue participating with SNOCAT, the local regional auto theft task force.

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE
RELATING TO THE AUTO THEFT TASK FORCE**

This Interlocal Agreement Between Snohomish County And The City Of Marysville Relating to the Auto Theft Task Force (the “Agreement”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

RECITALS

- A. The Washington State Legislature created the Washington Auto Theft Prevention Authority (hereinafter “WATPA”) for the purpose of preventing and reducing auto theft in the State of Washington, and
- B. The County and WATPA entered into an Auto Theft Prevention Grant Contract (hereinafter “Grant Contract”) whereby the County is required to use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, auto theft task force (hereinafter the “Task Force”); and
- C. Chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. Several jurisdictions desire to participate as members of the Task Force with Snohomish County administering task force project grants; and
- E. The City desires to enter into an agreement with Snohomish County in order to participate in the Task Force and enable Snohomish County to reimburse the City for such participation; and
- F. The City is authorized to perform each service contemplated herein.

AGREEMENT

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

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The City agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This Agreement shall take effect September 1, 2017, and continue in effect through June 30, 2019, unless earlier terminated or modified as provided in this Agreement.

2.0 ORGANIZATION

- 2.1 The County will be the administrator of this Agreement.
- 2.2 A Snohomish County Sheriff's Office lieutenant will direct all law enforcement personnel assigned to the Task Force pursuant to this Agreement, or similarly executed agreements, in their operational duties.
- 2.3 Additional law enforcement personnel may be provided to the Task Force through separate agreements between the County and other jurisdictions.
- 2.4 Nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

- 3.1 During the term of this Agreement, the City shall employ, dedicate and assign one full-time detective to the Task Force.
- 3.2 The detective's operational assignments will be directed by a Sheriff's Office lieutenant assigned to the Task Force.
- 3.3 The detective assigned to the Task Force pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.

- 3.4 The City agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City actual expenses for salary and benefits up to a maximum amount of \$139,716 for September 1, 2017 – August 31, 2018 and \$116,420 for (September 1, 2018 – June 30, 2019) and overtime up to \$5000/ per 22 months, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- 4.3 The City will send monthly invoices to the County with supporting documentation.
- 4.4 The County will make payments within thirty (30) days from receipt of the monthly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.
- 4.5 Total reimbursement under this Agreement shall not exceed \$261,136.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WATPA with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.
- 5.3 The City shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

6.0 ASSET FORFEITURE

- 6.1 All potential asset forfeitures initiated or investigated by officers assigned to the Task Force shall be referred to the County for prosecution.
- 6.2 The County shall acquire and dispose of assets seized or forfeited as a result of this Agreement in compliance with state and federal law.

7.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force, that are not subject to Section 6 of this Agreement, will be held by the County.

8.0 ACQUISITION AND USE OF EQUIPMENT

- 8.1 All equipment purchased with Grant Funds will be held by the County.
- 8.2 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.
- 8.3 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.
- 8.4 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

9.0 MODIFICATION

Each party reserves the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following:

employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, either party may withdraw from the Agreement by providing written notice of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force.

12.0 HOLD HARMLESS

- 12.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.
- 12.2 The City shall save, hold harmless, indemnify and defend the County and WATPA, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

14.0 INTEGRATION

This Agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

14.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

15.0 RECORDING OR POSTING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on either party's Interlocal Agreements website.

Dated this _____ day of _____, 2017

“County”
SNOHOMISH COUNTY

“City”
CITY OF MARYSVILLE

County Executive
Date: _____

PrintName: _____
Date: _____

APPROVAL RECOMMENDED:

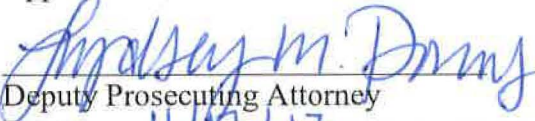
ATTEST:

Ty Trenary, Sheriff
Dated: _____

By: _____
Print Name: _____
Dated: _____

Approved as to form:

Approved as to form:


Deputy Prosecuting Attorney
Date: 11/17/17

Date: _____

Reviewed by Risk Management

Risk Manager
Date: _____

Exhibit A
 Snohomish County Auto Theft Task Force
 2017-19 Budget
 Sept 17 - Jun 19 Biennium 22 Months

SECTION I: Reimbursable Detail Budget							
Agency	MARYSVILLE	SCSO	SCSO	WSP	SHARED		
FTE	DETECTIVE	Detective	Detective	Sergeant	OVERTIME	Total	
A	Salary	\$ 174,361	\$ 162,536	\$ 162,536	\$ 232,478	\$ -	\$ 731,911
B	Benefits	\$ 81,775	\$ 57,758	\$ 57,758	\$ 59,958	\$ -	\$ 257,248
C	Overtime	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 20,000
	Overtime Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Agency Total	\$ 261,136	\$ 225,294	\$ 225,294	\$ 297,435	\$ -	\$ 1,009,159

D	Consultants/Contracts	AMOUNT
	2-Laptops	\$ 5,000
	Phone/Data PC's/IS	\$ 43,500
	TOTAL	\$ 48,500

E	Travel/Training	AMOUNT
	Training/Travel	\$ 6,000
	TOTAL	\$ 6,000

F	Other Expense	AMOUNT
	Space Rent	\$ 27,000
	Office Supplies	\$ 2,436
	Fuel/Vehicle Maintenance	\$ 50,000
	TOTAL	\$ 79,436

H	Public Awareness/Education	AMOUNT
	Public Awareness Program	\$ 12,500
	TOTAL	\$ 12,500

I	Prosecution/Court	AMOUNT
	Prosecution Services	\$ 219,000
	TOTAL	\$ 219,000

Total Grant Award: **\$ 1,374,595**

Update
Index #19

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the December 5, 2017 payroll in the amount \$1,865,384.45, EFT Transactions.

COUNCIL ACTION:

BLANKET CERTIFICATION
PAYROLL
FOR PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **PAYROLL** IN THE AMOUNT OF **\$1,865,384.45** PAID BY **EFT TRANSACTIONS AND CHECK NO.'S 31242 THROUGH 31267** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **11TH DAY OF DECEMBER 2017**.

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

Update
Index #20

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 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.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the December 6, 2017 claims in the amount of \$1,361,999.13 paid by EFT transactions and Check No. 121104 through 121238 with Check No. 120441 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,361,999.13 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 121104 THROUGH 121238 WITH CHECK NO. 120441 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **11th DAY OF DECEMBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/30/2017 TO 12/6/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121104	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEES	COURTS	277.28
121105	ADVANTAGE BUILDING S	JANITORIAL SERVICES	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		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,794.25
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
121106	AEROSPACE FUTURES	MEMBERSHIP DUES	NON-DEPARTMENTAL	5,000.00
121107	ANDERSON, MARY ELLEN		WATER/SEWER OPERATION	10.26
121108	ANDES LAND SURVEY	CONSULTATION SERVICES	STORM DRAINAGE	585.00
121109	BALLEW, JAMES B	REIMBURSE HOLIDAY LIGHTING EXP	COMMUNITY EVENTS	159.86
121110	BEACH STREET TOPSOIL	TOPSOIL	HYDRANTS INSTALLATION	63.17
121111	BICKFORD FORD	AIR BAG JEWEL	ER&R	12.13
	BICKFORD FORD	COVER	EQUIPMENT RENTAL	84.01
121112	BLUE MARBLE ENV	WASTE REDUCTION/RECYCLE EDUCAT	RECYCLING OPERATION	12,641.73
121113	BRAY, DENNIS		WATER/SEWER OPERATION	46.80
121114	BURNS, CHYLENE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121115	C M HEATING	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	C M HEATING	REFUND MECHANICAL PERMIT FEES	NON-BUS LICENSES AND PEF	70.00
121116	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	156.88
121117	CAFERRO, GABRIELLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	38.79
121118	CAMACHO, JUVENTINO		WATER/SEWER OPERATION	112.14
121119	CAMP, TIMOTHY		WATER/SEWER OPERATION	166.69
121120	CATHOLIC COMMUNITY	CCS-CHORE SERVICES	COMMUNITY DEVELOPMENT-	397.52
	CATHOLIC COMMUNITY		COMMUNITY DEVELOPMENT-	429.16
121121	CENTRAL WELDING SUPP	EAR PLUGS, WOOD HANDLES AND SH	ER&R	231.29
	CENTRAL WELDING SUPP	FIRST AID KITS AND BLOODBORNE	ER&R	520.41
121122	CIVICPLUS	SSL CERTIFICATION ANNUAL FEE	EXECUTIVE ADMIN	27.28
121123	CONSOLIDATED PRESS	CITYSCENE NEWSLETTER	UTILITY BILLING	1,258.58
121124	COOP SUPPLY	BOLT	STORM DRAINAGE	1.63
	COOP SUPPLY	CHAIN	STORM DRAINAGE	9.71
	COOP SUPPLY	THERMOMETER	POLICE ADMINISTRATION	9.80
	COOP SUPPLY	50 LB BAGS SALT	SNOW & ICE CONTROL	348.68
121125	CRIMINAL JUSTICE	TRAINING-SHOVE	POLICE TRAINING-FIREARMS	250.00
121126	CRISTIANO'S	TRAINING EXPENSE	EXECUTIVE ADMIN	49.91
121127	DAILY JOURNAL OF COM	LEGAL AD	COMMUNITY DEVELOPMENT-	162.00
	DAILY JOURNAL OF COM	CALL FOR BIDS	SURFACE WATER CAPITAL PF	448.00
121128	DALE, BUFORD & MARGA		WATER/SEWER OPERATION	23.11
121129	DELL	MONITOR	SEWER LIFT STATION	215.79
	DELL	SERVER UPGRADE	METER READING	7,803.45
121130	DICKS TOWING	TOWING EXPENSE-MP17-59113	POLICE PATROL	43.64
121131	DIJULIO DISPLAYS INC	PLUGS	PARK & RECREATION FAC	57.82
121132	DISCOUNTCELL INC	IPHONE CASES	INFORMATION SERVICES	-32.39
	DISCOUNTCELL INC		COMPUTER SERVICES	388.29
121133	E&E LUMBER	WIRE	SEWER MAIN COLLECTION	5.23
	E&E LUMBER		STORM DRAINAGE	5.23
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	6.59
	E&E LUMBER	HADWARE	COMMUNITY CENTER	7.86
	E&E LUMBER	SHIMS	STORM DRAINAGE	9.42
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	11.37
	E&E LUMBER	KEY	PARK & RECREATION FAC	11.91
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	13.19
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	16.67
	E&E LUMBER	HEAT SHRINK, TAPE AND SPLICE	ROADWAY MAINTENANCE	22.13

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 11/30/2017 TO 12/6/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121133	E&E LUMBER	SPRAY AND MURIATIC ACID	SUNNYSIDE FILTRATION PLAI	23.02
	E&E LUMBER	MDF	WASTE WATER TREATMENT F	33.17
	E&E LUMBER	ANCHOR, CLAMPS AND BIT	PARK & RECREATION FAC	53.14
	E&E LUMBER	MARINA REPAIR SUPPLIES	STORM DRAINAGE	124.58
	E&E LUMBER		SEWER MAIN COLLECTION	124.58
	E&E LUMBER	TORCH KITS, TAPE AND UTILITY K	ER&R	181.07
121134	ECOLOGY, DEPT. OF	WW OPERATOR CERT-BRYANT, S	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-COBB	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-CRAIN	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-EVANS	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-FREEMAN	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-LATIMER	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-SPRAGUE	UTIL ADMIN	30.00
	ECOLOGY, DEPT. OF	WW OPERATOR CERT-STAIR	UTIL ADMIN	30.00
121135	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
121136	ESTEP, LALONI	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
121137	EVERETT HERALD	SUBSCRIPTION	EXECUTIVE ADMIN	186.00
121138	EVERETT OFFICE	TWO PERSON OFFICE SET UP	WATER QUAL TREATMENT	1,221.92
	EVERETT OFFICE	DESK, FILE CABINET AND TABLE	WATER CAPITAL PROJECTS	1,243.74
121139	FEDEX	SHIPPING EXPENSE	FINANCE-GENL	41.43
	FEDEX		COMPUTER SERVICES	49.12
121140	FITHEN, DEIDRE	REFUND CLASS FEES	PARKS-RECREATION	197.00
121141	FLARRY, LYNEA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
121142	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	48.53
	FRONTIER COMMUNICATI		POLICE PATROL	48.53
	FRONTIER COMMUNICATI		CITY HALL	48.53
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	48.53
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERP-	48.53
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	48.53
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.10
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.39
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.39
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.56
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	55.74
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.70
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	97.07
	FRONTIER COMMUNICATI		DEFENTION & CORRECTION	97.07
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	97.07
	FRONTIER COMMUNICATI		COMMUNITY CENTER	97.07
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	97.07
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	102.83

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121142	FRONTIER COMMUNICATI	PHONE CHARGES	UTILITY BILLING	145.60
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	194.13
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	242.67
	FRONTIER COMMUNICATI		UTIL ADMIN	324.62
121143	FUN EXPRESS LLC	OPERA HOUSE SUPPLIES	GENERAL FUND	-5.99
	FUN EXPRESS LLC		OPERA HOUSE	71.80
121144	GALLS, LLC	UNIFORM-WISEMAN	POLICE PATROL	6.59
	GALLS, LLC	UNIFORM-REYES	POLICE PATROL	21.77
	GALLS, LLC	UNIFORM-BURNETT	POLICE PATROL	92.69
	GALLS, LLC	UNIFORM-WISEMAN	POLICE PATROL	92.69
121145	GINNARD, PAULETTE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121146	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	100.89
121147	GOODING, JILLIAN	REFUND CLASS FEES	PARKS-RECREATION	197.00
121148	GOTCHA PEST CONTROL	REMOVE WASP NEST	WASTE WATER TREATMENT F	98.19
121149	GOVCONNECTION INC	VIDEO CAMERAS AND DVR	FACILITY REPLACEMENT	3,480.39
121150	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
121151	GREENE, ERIK & ROXAN		WATER/SEWER OPERATION	56.99
121152	GREENSHIELDS	ORINGS	MAINT OF GENL PLANT	32.36
121153	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
121154	GRIFFEN, STEVE & AND		WATER/SEWER OPERATION	121.32
121155	GRITTON, DENISE	REIMBURSE MILEAGE	FINANCE-GENL	53.61
121156	HA, ELIZABETH JEAN	INSTRUCTOR SERVICES	RECREATION SERVICES	93.60
121157	HACH COMPANY	BOD BUFFER PILLOWS	WASTE WATER TREATMENT F	65.83
	HACH COMPANY	LAMP	WASTE WATER TREATMENT F	153.61
121158	HAGEN, REBECCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121159	HARBOR MARINE MAINT.	TIE DOWN AND MINISHOCKLE	EQUIPMENT RENTAL	42.12
	HARBOR MARINE MAINT.	SWIVEL MOUNT	EQUIPMENT RENTAL	100.04
	HARBOR MARINE MAINT.	BATTERY, DOWNRIGGER STRONGARM	EQUIPMENT RENTAL	717.99
121160	HD FOWLER COMPANY	UTILITY MARKING FLAGS	ER&R	283.14
	HD FOWLER COMPANY	CURB STOPS	WATER/SEWER OPERATION	420.11
	HD FOWLER COMPANY	WATCHDOG METER PARTS	WATER CROSS CNTL	8,415.50
121161	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	119,612.51
121162	HEATH, ILIA	REIMBURSE MILEAGE AND PARKING	POLICE INVESTIGATION	64.00
121163	HELM	FORD IDS ANNUAL RENEWAL	ER&R	-59.15
	HELM		EQUIPMENT RENTAL	709.15
121164	HOME DEPOT	COAT RACK AND CASTERS	STORM DRAINAGE	77.60
	HOME DEPOT	LIGHTS	COMMUNITY EVENTS	285.80
	HOME DEPOT		COMMUNITY EVENTS	326.05
121165	HOUSING HOPE	CDBG-BEACHWOOD APT SUPPORTIVE	COMMUNITY DEVELOPMENT-	3,636.54
121166	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	4,132.57
121167	JAMES W FOWLER CO	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-41.05
	JAMES W FOWLER CO		WATER/SEWER OPERATION	1,150.00
121168	JET PLUMBING	REPAIR HOT WATER TANK-PSB	PUBLIC SAFETY BLDG	883.71

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121168	JET PLUMBING	SUPPLY AND INSTALL HOT WATER T	COMMUNITY CENTER	1,391.03
121169	JOHNSON, BECKY K.	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
121170	KAISER PERMANENTE	IMMUNIZATIONS	SMALL ENGINE SHOP	40.00
	KAISER PERMANENTE		POLICE TRAINING-FIREARMS	40.00
	KAISER PERMANENTE		K9 PROGRAM	40.00
	KAISER PERMANENTE		POLICE INVESTIGATION	80.00
	KAISER PERMANENTE		POLICE PATROL	120.00
	KAISER PERMANENTE		EQUIPMENT RENTAL	120.00
	KAISER PERMANENTE		EXECUTIVE ADMIN	147.00
	KAISER PERMANENTE		UTIL ADMIN	640.00
121171	KELLEY, MARCIA	REIMBURSE TRAINING EXPENSE	PERSONNEL ADMINISTRATIO	46.03
121172	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	60.00
	KIM, JAMIE S.		PUBLIC DEFENSE	135.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
121173	KING, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	KING, ANGELA		RECREATION SERVICES	546.00
121174	KRASNOVSKY, SERGEY		WATER/SEWER OPERATION	315.85
121175	LARSON/VARNELL		WATER/SEWER OPERATION	12.21
121176	LAWSON, DANIEL G.		GARBAGE	309.46
121177	LOWES HIW INC	LIGHTS	PARK & RECREATION FAC	54.83
	LOWES HIW INC		PARK & RECREATION FAC	58.21
	LOWES HIW INC	AIRBLOWN SANTA TRUCK	WATER DIST MAINS	149.40
	LOWES HIW INC	LIGHTS	COMMUNITY EVENTS	313.10
121178	LOWRY, KAREN		WATER/SEWER OPERATION	309.68
121179	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	207,936.84
	MARYSVILLE FIRE DIST		FIRE-GENL	633,030.46
121180	MARYSVILLE FOOD BANK	CDBG-FOOD BANK	COMMUNITY DEVELOPMENT-	5,296.07
	MARYSVILLE FOOD BANK		COMMUNITY DEVELOPMENT-	6,564.67
121181	MARYSVILLE, CITY OF	UTILITY SERVICE-4020 71ST AVE	SUNNYSIDE FILTRATION PLAI	225.23
121182	MCLOUGHLIN & EARDLEY	LED BARS AND STROBE LIGHTS	ER&R	1,846.52
121183	MILLISON, JAMES	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
121184	MONTGOMERY, SHARON		WATER/SEWER OPERATION	25.73
121185	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	18.98
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	18.98
	MOUNTAIN MIST		SEWER MAIN COLLECTION	18.99
121186	NATURAL RESOURCES	PRIVATE MARINA TAX	STORM DRAINAGE	232.49
121187	NELSON PETROLEUM	RED TAC GREASE	ER&R	322.37
121188	NORTH CENTRAL LABORA	LAB SUPPLIES	WATER/SEWER OPERATION	-44.50
	NORTH CENTRAL LABORA	THERMOMETER	WATER/SEWER OPERATION	-6.35
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	76.13
	NORTH CENTRAL LABORA	LAB SUPPLIES	WASTE WATER TREATMENT F	533.49
121189	OFFICE DEPOT	OFFICE SUPPLY CREDIT	UTIL ADMIN	-81.79
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	4.35
	OFFICE DEPOT		UTIL ADMIN	9.98
	OFFICE DEPOT		ENGR-GENL	23.93
	OFFICE DEPOT		WATER QUAL TREATMENT	24.10
	OFFICE DEPOT		UTIL ADMIN	32.53
	OFFICE DEPOT		DETENTION & CORRECTION	39.25
	OFFICE DEPOT		ENGR-GENL	48.47
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	73.49
	OFFICE DEPOT		UTIL ADMIN	86.16
	OFFICE DEPOT		WATER QUAL TREATMENT	110.18
	OFFICE DEPOT		WASTE WATER TREATMENT F	202.16
	OFFICE DEPOT		POLICE PATROL	292.76
	OFFICE DEPOT		WATER QUAL TREATMENT	570.56
121190	ORDWING, CHRISTINE	INSTRUCTOR SERVICES	RECREATION SERVICES	45.00
121191	PACIFIC GOLF & TURF	OIL FILTER	SMALL ENGINE SHOP	114.90

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121192	PACIFIC PLUMBING	FILTER	UTIL ADMIN	155.47
121193	PANERA BREAD	VE STUDY MEETING SUPPLIES	GMA - STREET	65.88
121194	PARTS STORE, THE	FILTERS, STROBE KITS AND HARDW	ER&R	499.14
121195	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	201.60
121196	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	44.09
	PETROCARD SYSTEMS		ENGR-GENL	69.22
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	241.23
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	256.20
	PETROCARD SYSTEMS		PARK & RECREATION FAC	476.09
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,118.61
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,507.89
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,987.66
	PETROCARD SYSTEMS		POLICE PATROL	7,240.52
121197	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	29.82
	PGC INTERBAY LLC		PRO-SHOP	30.53
	PGC INTERBAY LLC		PRO-SHOP	33.00
	PGC INTERBAY LLC		MAINTENANCE	47.12
	PGC INTERBAY LLC		PRO-SHOP	49.00
	PGC INTERBAY LLC		MAINTENANCE	80.00
	PGC INTERBAY LLC		MAINTENANCE	86.14
	PGC INTERBAY LLC		PRO-SHOP	121.04
	PGC INTERBAY LLC		PRO-SHOP	162.30
	PGC INTERBAY LLC		PRO-SHOP	254.03
	PGC INTERBAY LLC		MAINTENANCE	370.94
	PGC INTERBAY LLC		MAINTENANCE	613.45
	PGC INTERBAY LLC		GOLF COURSE	931.91
	PGC INTERBAY LLC	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,249.76
121198	PICK OF THE LITTER	GRAPHIC DESIGN	GOLF ADMINISTRATION	192.50
	PICK OF THE LITTER		RECREATION SERVICES	1,557.50
121199	PIGSKIN UNIFORMS	JUMPSUIT-FRANZEN	POLICE PATROL	604.89
121200	PILCHUCK RENTALS	CHAINS, WEEDEATER HEADS AND LI	SMALL ENGINE SHOP	308.10
121201	POLLARDWATER.COM	DECHLOR TABLETS	SOURCE OF SUPPLY	448.76
	POLLARDWATER.COM	CARRY BAG, TAPE GUIDE AND METE	SOURCE OF SUPPLY	1,424.04
121202	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,597.30
121203	PUBLIC AGENCY TRAINI	IA CONFERENCE-LAMOUREUX	POLICE TRAINING-FIREARMS	595.00
121204	PUD	ACCT #2213-0349-8	STREET LIGHTING	6.93
	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.08
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.01
	PUD	ACCT #2027-9116-6	PUMPING PLANT	15.96
	PUD	ACCT #2049-3331-1	PUMPING PLANT	16.44
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.16
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.21
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	18.14
	PUD	ACCT #2013-8099-5	PUMPING PLANT	18.36
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.74
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	49.80
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	53.34
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	53.70
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	57.99
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	67.78
	PUD	ACCT #2008-0070-4	STREET LIGHTING	69.59
	PUD	ACCT #2202-9862-4	STREET LIGHTING	79.76
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	84.76
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	102.77
	PUD	ACCT #2025-7611-2	STREET LIGHTING	126.79
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	133.53
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	146.72

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121204	PUD	ACCT #2022-9433-6	STREET LIGHTING	169.60
	PUD	ACCT #2025-7232-7	STREET LIGHTING	183.76
	PUD	ACCT #2207-3128-5	STREET LIGHTING	195.61
	PUD	ACCT #2033-4458-5	STREET LIGHTING	203.39
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	216.77
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	350.70
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	691.30
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,624.98
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,409.05
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,437.46
121205	QUICK, TIM & KAREN		WATER/SEWER OPERATION	80.67
121206	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	14.82
	RICOH USA, INC.		PROPERTY TASK FORCE	49.53
	RICOH USA, INC.		WASTE WATER TREATMENT F	73.27
	RICOH USA, INC.		PROBATION	73.93
	RICOH USA, INC.		POLICE PATROL	261.21
121207	SAINT-DENIS, MICHEAL		WATER/SEWER OPERATION	196.59
121208	SANDERS, CARMEN	REFUND CLASS FEES	PARKS-RECREATION	197.00
121209	SCIENTIFIC SUPPLY	FILTER PAPER	WASTE WATER TREATMENT F	75.62
	SCIENTIFIC SUPPLY		WASTE WATER TREATMENT F	75.62
121210	SETTINGINGTON, KRIS	REFUND CLASS FEES	PARKS-RECREATION	197.00
121211	SHERWIN WILLIAMS	PAINT AND SUPPLIES	WASTE WATER TREATMENT F	77.54
	SHERWIN WILLIAMS	PAINT	WASTE WATER TREATMENT F	949.04
121212	SKAGIT PLUMBING	REPAIR LEAK	WASTE WATER TREATMENT F	672.56
121213	SNO CO FINANCE	COMPLETE BUILD UP	EQUIPMENT RENTAL	2,152.74
	SNO CO FINANCE		EQUIPMENT RENTAL	2,227.43
	SNO CO FINANCE		EQUIPMENT RENTAL	2,227.44
	SNO CO FINANCE		EQUIPMENT RENTAL	2,919.84
	SNO CO FINANCE		EQUIPMENT RENTAL	2,921.11
121214	SNO CO PUBLIC WORKS	EXCEL TRAINING-BOND	PURCHASING/CENTRAL STOF	50.00
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	PARK & RECREATION FAC	185.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	156,330.00
121215	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	60,612.35
121216	SOUND PUBLISHING	LEGAL ADS	SURFACE WATER CAPITAL PF	256.28
121217	SOUND SAFETY	JEANS AND BOOTS-HEADRICK	COMMUNITY DEVELOPMENT-	234.76
	SOUND SAFETY	JEANS AND BOOTS-MACDICKEN	SOLID WASTE OPERATIONS	355.94
121218	SOUTHAM CREATIVE, LL	VIDEO SERVICES	EXECUTIVE ADMIN	3,862.50
121219	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	18.97
	STAPLES		COMMUNITY DEVELOPMENT-	125.92
	STAPLES		COMMUNITY DEVELOPMENT-	156.62
121220	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT	OPERA HOUSE	5,279.00
121221	SUN BADGE CO	BADGES	GENERAL FUND	-50.19
	SUN BADGE CO		POLICE PATROL	601.69
121222	SUPPLYWORKS	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	73.27
	SUPPLYWORKS		WASTE WATER TREATMENT F	219.73
	SUPPLYWORKS		UTIL ADMIN	278.94
	SUPPLYWORKS		PUBLIC SAFETY BLDG	288.14
	SUPPLYWORKS		COURT FACILITIES	364.44
	SUPPLYWORKS		CITY HALL	382.17
	SUPPLYWORKS		MAINT OF GENL PLANT	409.42
121223	TACOMA SCREW PRODUCT	CABLE TIES, DE-ICER, PAINT AND	ER&R	545.77
121224	TYLER TECHNOLOGIES	TRANSPARENCY PORTAL INSTALLATI	FINANCE-GENL	3,500.00
121225	UNITED RENTALS	TREAD CLEANING PLATES	WASTE WATER TREATMENT F	419.12
121226	US MOWER	BOOM MOWER PARTS	ROADSIDE VEGETATION	329.85
121227	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	588.28
121228	VANCE LIVING TRUST		WATER/SEWER OPERATION	63.78
121229	VASCONI, DAVID	REIMBURSE PARKING FEES	COMMUNITY SERVICES UNIT	70.00

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121230	VERIZON	AMR LINES	METER READING	254.89
121231	WA AUDIOLOGY SRVCS	AUTOMETRIC TESTING	EXECUTIVE ADMIN	20.00
121232	WA TRAILS ASSOC	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
121233	WALSH, KESHIA & BRAN		WATER/SEWER OPERATION	18.34
121234	WARREN, SHANE G & CE		WATER/SEWER OPERATION	18.11
121235	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
121236	WEST PAYMENT CENTER	WA PRACTICE SERIES	LEGAL - PROSECUTION	386.21
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	433.99
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	434.00
121237	WESTERN SYSTEMS	CONTROL CARD	TRANSPORTATION MANAGEM	1,730.36
121238	WHISTLE WORKWEAR	JEANS-HUDON	GENERAL SERVICES - OVERT	44.42

WARRANT TOTAL: 1,362,617.13

CHECK #120441 CHECK LOST IN MAIL (618.00)

1,361,999.13

- REASON FOR VOIDS:**
 UNCLAIMED PROPERTY
 INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST/DAMAGED IN MAIL

Index #4

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM: PA17-013 – Critical Areas Management Ordinance Amendments	AGENDA SECTION: New Business	
PREPARED BY: Angela Gemmer, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Memo to City Council dated 11/21/17 2. Memo to Dave Koenig dated 10/18/17 3. PC Minutes dated 7/25/17, 9/12/17 and 11/14/17 4. Adopting Ordinance 5. Letter from WSDOT 6. Comments from MBA dated 11/29/17, 9/6/17 and 10/6/17 7. Letter from Gloria Hirashima, CAO to MBA dated 12/20/16	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

The Planning Commission (PC) held a public hearing on November 14, 2017 to review proposed amendments to Marysville Municipal Code Chapter 22E.010, *Critical Areas Management*. The proposed amendments include, but are not limited to, the following: a) amend MMC Section 22E.010.100(5)(b) to allow wetland buffer reductions for all categories of wetlands when site specific criteria are met (presently this reduction is only allowed for Category III and IV wetlands); b) reference the current publication number for the Washington State Department of Ecology’s *Wetland Rating System for Western Washington*; c) omit the reference in MMC Section 22E.010.060(1) to using the *Washington State Wetlands Identification and Delineation Manual* since this publication is no longer in use, and instead reference use of the “current approved federal wetlands delineation manual and applicable regional supplements” consistent with WAC 173-22-035; d) amend the points references in MMC Section 22E.010.100(5)(v) and 22E.010.100(6)(a) to match the current scoring system adopted by Ecology; and e) reorganize of the wetland buffer width table in MMC Section 22E.010.100(4) to improve clarity. Some concerns were expressed by the development community regarding updates to the points references in code. These concerns are addressed in the attached memo.

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

RECOMMENDED ACTION: Affirm the Planning Commission’s recommendation and adopt the Critical Areas Management code amendments by Ordinance.
COUNCIL ACTION:



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

MEMORANDUM

DATE: November 21, 2017

TO: City Council

FROM: Angela Gemmer, Senior Planner

RE: Marysville CAO Update – concerns of MBA and other development interests
 Alternative language for MMC Section 22E.010.100(6)

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

At the November 14, 2017 Planning Commission public hearing on the Critical Areas Ordinance (CAO) amendments, concerns were expressed by the Master Builders' Association and other development interests about the proposed updates to the wetland points scoring system code references. The updated references are to ensure that the points outlined in the CAO are consistent with how the code is presently applied. The City adopts the manuals and ratings systems published and/or adopted by the State as they are amended. The 2014 *Wetland Rating System for Western Washington*, which contains the updated points system, is the current rating system published by the State and used by the City. Below are the Department of Ecology's conversion tables which were used to update the points references in code.

Table for converting category scores

2004	Western WA	2014
≥ 70	Category I	23-27
51-69	Category II	20-22
30-50	Category III	16-19
<30	Category IV	9-15

Table for converting function scores

2004	Final Habitat Score	2014
29-36	High	8-9
20-28	Medium	5-7
≤ 19	Low	3-4

The specific concerns expressed by the MBA and others stem from MMC Section 22E.010.100(6)(a) which requires that wetland buffers be increased by 25 percent when habitat values for Category III and IV wetlands equal or exceed 5 points. As expressed to staff, the development community has observed habitat scores of 5 points or greater achieved on a regular basis under the 2014 Wetland Rating System for Western Washington. Given this, the development community believes that the standard Category III and IV buffers will frequently be increased with the City's current code language and updated points references. In order to address this concern, the following alternative language for MMC Section 22E.010.100(6) is proposed. Option B requires that buffers not be decreased under the circumstances outlined, and Option C allows discretion to be used when determining whether the buffers should be increased.

Option B**22E.010.100 Wetland buffer areas.**

- (6) The buffer width stated in subsection (4) of this section shall not be decreased ~~be increased~~ ~~by 25 percent~~:
- (a) When the qualified scientific professional determines, based upon a site-specific wetland analysis, that for Category III and IV wetlands the habitat value equals or exceeds ~~20~~ 5 points, and for Category II wetlands the habitat value equals or exceeds ~~29~~ 8 points; or
 - (b) When the adjacent land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse wetland impacts; or
 - (c) When the standard buffer has minimal or degraded vegetative cover that cannot be improved through enhancement; or
 - (d) When the minimum buffer for a wetland extends into an area with a slope of greater than 25 percent, the buffer shall be the greater of:
 - (i) The minimum buffer for that particular wetland; or
 - (ii) Twenty-five feet beyond the point where the slope becomes 25 percent or less.

Option C**22E.010.100 Wetland buffer areas.**

- (6) The buffer width stated in subsection (4) of this section shall may ~~shall~~ be increased by 25 percent:
- (a) When the qualified scientific professional determines, based upon a site-specific wetland analysis, that for Category III and IV wetlands the habitat value equals or exceeds ~~20~~ 5 points, and for Category II wetlands the habitat value equals or exceeds ~~29~~ 8 points; or
 - (b) When the adjacent land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse wetland impacts; or
 - (c) When the standard buffer has minimal or degraded vegetative cover that cannot be improved through enhancement; or
 - (d) When the minimum buffer for a wetland extends into an area with a slope of greater than 25 percent, the buffer shall be the greater of:
 - (i) The minimum buffer for that particular wetland; or
 - (ii) Twenty-five feet beyond the point where the slope becomes 25 percent or less.

Staff believes that one of the options outlined above will address the concerns expressed about the 5 point habitat score always requiring a buffer increase. Staff respectfully requests adoption of the Critical Areas Management code amendments by Ordinance with either the originally proposed language or one of the options outlined above.



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

MEMORANDUM

DATE: October 18, 2017

TO: Dave Koenig, Community Development Director

FROM: Angela Gemmer, Senior Planner

RE: Marysville CAO Update – Summary of Proposed Changes and Rationale for Proposed Wetland Buffer Reductions

CC: Chris Holland, Planning Manager
 Cheryl Dungan, Senior Planner
 Amy Hess, Associate Planner

The City of Marysville is in the process of making some limited updates to its Critical Areas Ordinance (CAO) in accordance with the requirements of the Growth Management Act (GMA; RCW 36.70A). The only change which requires a Best Available Science (BAS) analysis is an amendment to MMC Section 22E.010.100(5)(b) to allow buffer reductions in any wetland category when all of the criteria contained in that code section are met. The purpose of this memorandum is to discuss the proposed amendment, and applicable "best available science" (BAS) related to this provision.

Best Available Science History and Other Background Information

The City completed a comprehensive update to the CAO in 2005, with BAS documented in *Use of Best Available Science in City of Marysville Buffer Regulations* (October 28, 2004) and associated documents. In 2015, the City conducted a review of its existing CAO, Shoreline Master Program (SMP), and associated regulations to verify compliance with State law. The City also evaluated whether there was any new information regarding critical areas within the City. With its review, the City determined that there was no new information available regarding critical areas in Marysville, and that the original BAS evaluation conducted in 2004-2005 is still relevant.

As noted within City of Marysville 2004 BAS Report, many of the Category I, II and III wetlands within the City are within existing stream corridors. Reviewing the critical areas which have been mapped from 1989 through the present, approximately 73.6 percent of wetlands have been identified as either Category III or IV wetlands. The remainder of wetlands within the City have been either Category I (5.3 percent) or Category II (21.1 percent). MMC Section 22E.010.220(3), requires that "any stream adjoined by a wetland or other adjacent habitat area shall have the buffer which applies to the wetland or other habitat area unless the stream buffer requirements are more expansive," and further requires in subsection (5)(c) that "when the minimum buffer for a habitat extends into an area with a slope of greater than 25 percent, the buffer shall be the greater of: (i) the minimum buffer for that particular habitat; or (ii) twenty-five feet beyond the point where the slope becomes

25 percent or less. Under these code sections, wetlands adjacent to streams are often afforded additional protection beyond what the standard wetland buffer is.

Proposed Amendment

The proposed update to the CAO is to allow Category I and II wetlands to pursue the 25 percent buffer reduction currently allowed for Category III and IV wetlands if the specific criteria in MMC Section 22E.010.100(5)(b) is met. In order to be eligible for a 25 percent reduction:

- a) there must be less than 15 percent slopes adjacent to the wetland;
- b) the buffer must be replanted with native trees and shrubs;
- c) buffer width averaging may not be used; and the wetland must either
- d) be separated by a preexisting, intervening and lawfully created structures or other substantial improvements which impair the delivery of the buffer functions; or
- e) must score 4 points or less for habitat value.

Given that many of the higher category wetlands within Marysville are adjacent to a stream or area with slopes in excess of 25 percent, and given the specific criteria that a wetland must meet to be granted this reduction, including scoring 4 points or less for habitat value, it is anticipated that this reduction would apply in limited instances and only when site and wetland specific circumstances warrant it. The intent of expanding this allowance is to:

- a) provide flexibility for development on sites that have wetlands with low habitat value or intervening obstructions which limit the function of buffers;
- b) allow for a flexibility that many Western Washington jurisdictions presently allow for;
- c) require mitigation so that the City's critical area buffers are enhanced over existing conditions; and
- d) ensure protection of critical areas functions and values, consistent with GMA requirements.

Best Available Science (BAS)

DOE's *Wetlands Guidance for CAO Updates – Western Washington Version* Table XX.3 outlines wetland buffers when wetland category and habitat score is used to determine buffers. Table XX.3 indicates that Category I and II wetlands and forested wetlands (not including bogs, wetlands of high conservation value, estuarine wetlands, and coastal lagoons) with habitat scores between 3 and 4 points should have 100 foot buffers.

The proposal to allow a 25 percent buffer reduction for Category I and II wetlands with habitat scores of 4 points or less, or substantial intervening improvements, is largely consistent with DOE's guidance. A 25 percent reduction to the City of Marysville's standard 125 foot Category I buffer would result in an approximately 94 foot buffer while a 25 percent reduction to the standard 100 foot Category II buffer would result in a 75 foot buffer.

DOE's *Wetlands in Washington State Volume 1 – A Synthesis of the Science*, Table 5-8, provides a summary of the comprehensive synthesis that was conducted by Desbonnet et al (1994) on the pollutant removal effectiveness and wildlife habitat value of wetland buffers of varying widths.

Pollutant Removal Effectiveness

Desbonnet's work indicates that wetland buffers of 66 feet and 98 feet both provide "approximately 70% or greater sediment and pollutant removal". A 5 percent increase in sediment and pollutant removal is not achieved until buffers reach 164 feet, and a 10 percent increase is not achieved until buffers reach 245 feet. This data shows that reducing the buffer to 94 feet for Category I wetlands and to 75 feet for Category II wetlands would not result in a decrease to sediment and pollutant removal over the City's standard buffers.

Wildlife Habitat Value

Desbonnet's work shows that at 66 feet, buffers provide "minimal wildlife habitat value and some value as avian habitat", and at 98 feet buffers may provide "use as a wildlife travel corridor as well as general avian habitat". At 164 feet, the habitat value is noted as "minimal general wildlife habitat value". As noted above, the proposed reduction is to apply only to those wetlands that have a low habitat value, or those wetlands where delivery of wetland functions and values is reduced due to substantial intervening improvements, and mitigation plantings would be required thereby increasing functions and values over existing levels. In these circumstances, the difference between wildlife habitat functions and values is either less crucial (due to the low habitat value) or less effective (due to the intervening improvements). Therefore, the differences between DOE's recommended 100 foot buffer for Category I and II wetlands that score 3 to 4 points, and the proposal to allow reductions in Category I and II wetlands buffers to 94 and 75 feet respectively when habitat scores are 3 to 4 points, is anticipated to be negligible.

BAS Summary

As Desbonnet's synthesis shows, the proposed wetland buffer reduction allowance should not result in reduced sediment and pollutant removal potential (still 70 percent effectiveness), and the difference in habitat functions and values would also be minimal particularly in light of the eligible wetlands having either low habitat value or intervening obstructions.

Summary

The proposed amendment to allow buffer reductions for Category I and II wetlands is anticipated to apply in limited instances when it can be demonstrated that site specific critical areas, physical features, and circumstances warrant the reduction. The limited application is due to:

- Lower prevalence of Category I and II wetlands than Category III and IV wetlands (historically account for about 26 percent of wetlands);
- Likelihood that the Category I or II wetland will be adjacent to another critical area such as a stream or steep slope which typically results in greater buffers being applied; and
- The specific criteria that the wetland must meet in order to be eligible for the reduction (4 points or less habitat score or substantial intervening structures), less than 15 percent slopes, etc.

The proposed amendment is substantially consistent with DOE guidance. In addition, a review of other Snohomish County jurisdictions' regulations show comparable wetland buffers for Category I and II wetlands with either low habitat function or intervening improvements.

Acceptance of other jurisdictions' regulations demonstrates that BAS supports the modest and limited reduction proposed. Furthermore, the expanded allowance will: afford flexibility for development on sites that have wetlands with low habitat value or intervening obstructions which limit the function of buffers; require mitigation so that the City's critical area buffers are enhanced over existing conditions; and ensure protection of critical areas functions and values, consistent with GMA requirements while having minimal impacts to the functions and values of wetlands. For the reasons cited above, the City of Marysville respectfully requests Ecology's support of this limited and specific amendment to the City's CAO.

PLANNING COMMISSION



MINUTES

July 25, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the July 25, 2017 meeting to order at 7:02 p.m.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Tom Thetford, Brandon Whitaker

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

Excused Absence: Kelly Richards, Kay Smith

APPROVAL OF MINUTES

April 11, 2017 Planning Commission Meeting Minutes

Motion made by Commissioner Hoen, seconded by Commissioner Andes, to approve the April 11, 2017 Meeting Minutes as presented. **Motion** passed unanimously (3-0) with Councilmembers Whitaker and Thetford abstaining.

AUDIENCE PARTICIPATION

None

NEW BUSINESS

- A. Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems References Updates, and Wetland Buffer Reductions

Senior Planner Gemmer reviewed the proposed changes which would amend or remove obsolete references as contained in the Planning Commission packet.

Chair Leifer referred to the language on item 4 under 22(e) 010.100. He asked why someone would even put together a plan that would not be sufficient to protect the wetland. Senior Planner Gemmer explained that the buffers listed in Marysville's code are baseline buffers. If there is justification for a buffer reduction, a biologist would analyze that. Similarly, if they found that the buffer wouldn't provide adequate water quality or if there was a particularly sensitive critical area, the biologist might recommend a larger buffer. This would be rare, but occasionally could happen.

Director Koenig explained that the information presented was just an introduction for the Planning Commission. The key part of the language is where they took out category 3 and 4 wetlands. This language change would allow all wetlands not just category 3 and 4s to have buffer width reduction when there is enhancement of the buffer. Staff is at the beginning of the comment opportunities. The code is currently in compliance with state law.

Commissioner Whitaker asked if staff is aware of any projects coming up with Category 1 or 2 wetlands. Staff was not sure, but offered to bring back information about that. Director Koenig discussed the reason for some of these and other recent changes which were requested by the building community as a desire for them building in Marysville. In working with the building industry staff has been able to identify amendments that needed to go through in order to allow certain areas of the community to develop.

Chair Leifer asked about the range and size value of the projects staff is seeing. Director Koenig replied that they appear to be middle to upper value range. He and Senior Planner Gemmer reviewed some of the applications that have come through.

Chair Leifer referred to page 4, item 5(b) and asked about the reason for removing the reference to Category III and IV wetlands. Senior Planner Gemmer explained that by removing the reference to Category III and IV wetlands, all wetland categories would be eligible for a buffer reduction if the criteria for reduction were met.

Commissioner Andes asked if there is anything in here about mitigation of wetlands. Senior Planner Gemmer reviewed the mitigation that would be required if wetlands are disturbed. In some cases mitigation is allowed offsite.

Chair Leifer commented on the different definitions of wetlands between the City and the Corps and asked which one has final authority on what a wetland is. Director Koenig explained that if it involves filling it would be the Corps' determination and they have their own permit process separate from the City of Marysville.

Commissioner Hoen asked about an article he saw about Snohomish County changing its permit processing methods to the point where they have cut their processing time in half. He asked if Marysville is working toward this as well. Director Koenig explained that Snohomish County has been historically slow in permit processing so it is not necessarily faster than Marysville even with the improvement. Marysville keeps records on its permit processing and posts those times on the city website.

B. Removal of fireworks stands references in 'Temporary Uses' code

Senior Planner Gemmer explained that the fireworks stand reference in the temporary use code are no longer needed since fireworks are no longer allowed (with limited exceptions for civic events, etc.) The proposed amendment would clean up the code. There was discussion about how much quieter and cleaner it was in Marysville this year on the 4th of July.

OTHER

Director Koenig gave an update on other items that staff has been working on such as: the Arlington-Marysville Manufacturing Industrial Center, the State's capital budget and grant funds, improved customer service efforts, permits for a new La Quinta Inn on 38th Street and 116th just south of Winco, new commercial development and another new hotel near Hagggen's, more development in the north side of the shopping center at 172nd, and Phase 3 of The Lodge apartments.

Commissioner Hoen raised a concern about traffic congestion related to construction near Winco. Director Koenig indicated he would look into it, but commented it would eventually get better when 38th is open.

Chair Leifer asked about laws that prohibit taking agriculture land into a UGA. Director Koenig explained it is not necessarily prohibited by law, but it is complicated and difficult to change the UGA boundaries. Counties that are growing have a buildable lands requirement where they have to show that they have a certain capacity to accept growth in the growth area. If there is growth capacity to accept the growth over the next 20 years, then you can't change urban growth boundaries. If you are going to expand you have to look at areas that are appropriate for expansion.

CITY COUNCIL AGENDA ITEMS AND MINUTES

None

ADJOURNMENT

Motion made by Commissioner Thetford, seconded by Commissioner Whitaker, to adjourn the meeting at 7:51 p.m. **Motion** passed unanimously.

NEXT MEETING:

September 12, 2017



 Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

September 12, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the September 12, 2017 meeting to order at 7:00 p.m.

Marysville

Chairman: Steve Leifer

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

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer

Excused Absence: Brandon Whitaker (excused)

APPROVAL OF MINUTES

July 25, 2017

Commissioners Kay Smith and Kelly Richards asked to have their absences from the July 25 meeting excused.

Motion made by Commissioner Andes, seconded by Commissioner Thetford, to approve the July 25, 2017 Meeting Minutes as amended. **Motion** passed unanimously (4-0) with Commissioners Richards and Smith abstaining as they were not at the July 25 meeting.

AUDIENCE PARTICIPATION

None

NEW BUSINESS

A. Residential Density Incentives (RDI) Amendments

Senior Planner Gemmer reviewed this item as contained in the Planning Commission packet.

Commissioner Hoen expressed concern about increases to residential density. The State Healthy Youth Survey shows that four out of ten school age children in the Marysville School District do not know an adult in the neighborhood to go to in need of help. The current trend in building residential housing is rows of garage doors with virtually no front or side yards for family use and neighbor interaction contributes to this isolation.

Chair Leifer asked to what extent Master Builders' input has been integrated into these documents. Senior Planner Gemmer explained that the Built Green concept will likely be incorporated, but it needs a little more direction from the Director. Staff took the other comment seriously and did research to see what makes sense in the RDI. Staff feels what is being proposed makes the most sense.

Planning Manager Holland added that currently if you are building on land with any critical areas and the buffer is degraded, the requirement is to enhance it and do 3-5 years of monitoring on it. Master Builders and others have expressed concerns that this is a significant cost. By bringing it forward and offering it as a density incentive seems like a worthwhile benefit for all developments.

Commissioner Richards commented that this would increase the density, but the roads are already a mess. How is the City resolving this? Planning Manager Holland explained that a project cannot be approved unless it meets concurrency with the level of service. Commissioner Richards asked if the \$15,000 fee in lieu would go toward roads. Planning Manager Holland replied that it could. It would go into a fund where it could be used for a variety of improvements.

Commissioner Andes asked if someone would get two bonus units if they contributed \$30,000. Planning Manager Holland replied that they would receive one bonus unit per \$15,000 contribution. He added that staff will bring back additional information about the Green Built after discussing it more with staff.

Commissioner Richards noted that this is good for the development community, but he wondered if it was also good for the citizens of Marysville. Senior Planner Gemmer thought that it was a win-win because it helps builders get more density and also completes necessary projects in the community. Planning Manager Holland commented that Marysville is one of just a couple cities in the state that do this sort of thing in order to get a public benefit out of a development. He added that it is mainly utilized for multifamily projects and planned residential developments.

Commissioner Andes asked how much of an increase in units staff expects to see with these changes. Senior Planner Gemmer and Planning Manager Holland thought that the largest was 6-8 units, but normally they see 2-3 units. Space is a limiting factor

because builders still have to meet the minimum lot size requirements, road width requirements, etc.

Chair Leifer asked for confirmation that the area of wetlands in a parcel in a PRD can be multiplied times the density allowed on the site and transferred to the overall PRD number of units allowed. Planning Manager Holland confirmed that was accurate. Stream channels would not be included, but the wetlands and their buffers can all be included toward achieving density. He explained that the PRD code would allow someone to do smaller lot sizes or alternative road sections, but this is not too common as most builders are moving toward larger lot sizes these days.

B. Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems References Updates, and Wetland Buffer Reductions

Senior Planner Gemmer explained that this would strike the category III and IV wetland references from the section that allows for critical area buffer reduction, thereby opening up the possibility to do a 25% buffer reduction to category I and II wetlands that meet the same criteria that category III and IV wetlands would be subject to. There are also updates to obsolete references in the code to be consistent with the current wetland rating manual and applicable regional supplements. Additionally, there would be an amendment to the point system to match the current scoring system adopted by Ecology.

Senior Planner Gemmer explained that staff received some comments from Master Builders and local developers who are concerned about the ability to actually get a reduction with the way the point system is. Staff feels that with the current best available science analysis that the existing critical areas code was based on, alterations to the points references in code would not be possible without revisiting best available science. Staff is not able to make adjustments to the point system without revisiting all of it and having a justification to present to Ecology. At this time staff still intends to open up the buffer reduction eligibility by making the changes described above. Senior Planner Gemmer explained that one of the concerns from Master Builders was that it is not possible to obtain a habitat score of 4 points; however staff reviewed recent projects that have been submitted under the 2014 ratings form and found that half of the wetlands they have seen so far have achieved a 4 in habitat score.

Planning Manager Holland commented that staff is not changing the allowances for buffer reductions. They are just changing the reference. Master Builders' concerns about not being able to get a score of 4 is a global issue that needs to be addressed with the legislature and Ecology. The City is not able to change the State's points system, and adjustments in the current code would require new best available science.

Commissioner Andes asked if there is any chance that a Category IV wetland can just be eliminated from a project. Planning Manager Holland explained that the Department of Ecology allows the City to exempt Category IV wetlands that are less than .1 of an acre. The Corps has changed their requirements, and you have to get Corps approval

for any wetland that you want to fill. The City has found that nobody wants to deal with the Corps because it takes too long to get a permit. The City has also allowed a "paper fill" where you put critical areas fence around it with signage and reduce the buffer. It would then be set aside in perpetuity as a natural growth protection area.

Planning Manager Holland stated that the City has a good relationship with the development community. They will continue to work to make this equitable for both the development community and the citizens of Marysville. Chair Leifer commented that he doesn't see developer interest and community interest as mutually exclusive. The availability of reasonably priced lots and houses is getting scarce which forces some people to move further out in order to be able to afford a home.

CITY COUNCIL AGENDA ITEMS AND MINUTES

COMMISSIONER COMMENTS

Commissioner Hoen brought up an issue someone raised to him about a Marysville resident who is being allowed to build a commercial shop in the middle of a residential area. The person in question doesn't live there, but he owns the property. Senior Planner Gemmer recalled that there was a duplex on the lot and this was proposed as a shop, but she wasn't familiar with the specific details. Planning Manager Holland explained that a commercial business would not be allowed in a residential area, but a home occupation would. Staff indicated they would look into this. Commissioner Hoen agreed with Commissioner Richards about the importance of doing what is good for the citizens as well as developers.

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Thetford, to adjourn the meeting at 7:55 p.m. **Motion** passed unanimously (6-0).

NEXT MEETING:

November 14, 2017



Chris Holland, Planning Manager, for:
Laurie Hugdahl, Recording Secretary

*DRAFT*PLANNING
COMMISSIONMINUTES

November 14, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the November 14, 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, Planning Manager Chris Holland, Senior Planner Angela Gemmer

Absent: None

APPROVAL OF MINUTESSeptember 12, 2017

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the September 12, 2017 Meeting Minutes.

Commissioner Hoen submitted a paragraph to replace his comments in the first full paragraph of page 2 of the minutes from September 12, 2017 meeting.

Motion passed unanimously to approve the minutes as amended (7-0).

AUDIENCE PARTICIPATION

None

PUBLIC HEARING

- A. Code Amendment – MMC Section 22E.010.100(5)(b) proposing to allow Category I and II wetlands to pursue a 25 percent buffer reduction if the specific criteria in MMC Section 22E.010.100(5)(b) are met. Minor amendments are also proposed in order to refer to the most current manuals, forms and scoring system when evaluating wetlands.

The hearing was opened at 7:04 p.m.

Staff Presentation: Senior Planner Gemmer reviewed the proposed amendments which are a cleanup to the Critical Areas Code. The one substantive change would be to allow wetland buffer reductions for Category I and II wetlands when the current requirements in code for buffer reductions are met. There are additional updates to reference the current publication that DOE uses for their wetland rating system for Western Washington which the City is already required to use. She reviewed Ecology's wetland category and function score conversion tables. She explained there is an additional change that is proposed to reorganize the wetland buffer table in Section 22E.010.100(4) to enhance clarity.

Public Testimony:

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, expressed concern about the proposed changes and the inability of developers to get scores under 5 with the state's new scoring system. He stated that developers in other jurisdictions in Snohomish County where this has already been implemented have had a lot of problems. In order to get the standard buffer under the old system, as per the table in the Critical Area Ordinance, you have a score under 20. Under the new system, in order to get the standard buffer you have to score less than 5 for the habitat score. Several projects scored well under the old system, but scored 5's and 6's on the new system. He expressed concerns about discrepancies between the two systems and the potential requirement for increased buffers as a result. Most of the consultants they have worked with say they rarely, if ever, have gotten habitat scores under 5.

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, thanked the Planning Commission for taking the time to review this very technical information. She stated that all three amendments tonight were requests from the building community to help incentivize development in Marysville. She concurred with Mr. Ash's concerns and asked that the Commission consider the impacts of this very carefully. She agreed that it is nearly impossible to get a score of 4 and relayed an example of how this would play out on real projects. She requested that staff take another look at this. She noted that Master Builders is also working with the legislature to help them understand the impacts.

Senior Planner Gemmer clarified that while these score changes aren't codified, Marysville's code already requires that the State's most current revised manual be used so this is how the code is being applied. The code states that, ". . . wetlands shall be classified using Ecology's current Wetland Rating System for Western Washington or as amended hereafter." Planning Manager Holland concurred and noted that the only

substantial change being proposed is for the reductions for the Category I and II wetlands.

Chair Leifer recalled from previous discussions that the cities' hands are pretty much tied on this issue. Planning Manager Holland agreed that their hands are tied unless each individual community wants to go out and hire a consultant, do a Best Available Science study, rework their entire code, and have Ecology approve it. This would be very costly and time consuming.

Chair Leifer asked about the history on this and what efforts are being made at the state level with the legislature to make some changes. Planning Manager Holland replied that staff hasn't noticed a change in application of the scores across the city based on the new rating form. He reviewed the reasoning for the proposed change to allow reductions to Category I and II wetland buffers which is the only substantive change being proposed tonight. The other change is just to address outdated language.

Angie Sievers addressed the question about what is being done at the state level and explained that Master Builders has been in conversations with DOE. Next week they are meeting with state legislators because there are some projects in the south part of the region that are being severely restricted by this. She agrees that this would only impact specific projects. She discussed how this would impact buildable lands and growth potential in the City. She pointed out that there are some other cities that are not formally adopting the updated regulations.

Chair Leifer asked staff's opinion on postponing action on this. Planning Manager Holland stated that it would be fine. Category 1 and 2 wetlands would just stay as they are and the code will continue to function as it has since 2005. Chair Leifer asked Ms. Sievers if her opinion is that they should postpone action. She expressed concern about adopting the updated regulations. Director Koenig reiterated that the City's code already adopts the most current version; this just makes it clearer.

Chair Leifer asked Mr. Ash to explain again why staff should not move forward with this. Merle Ash clarified that they are in support of adopting the manual, but not of changing the classification of wetlands themselves. The developers' main concern is with the requirement for wildlife habitat scores of 4 or less in order to get standard buffers.

Chair Leifer asked staff how they could accomplish changing the numbers without breaching the intent of the code. Senior Planner Gemmer explained that they can't just change numbers from what the DOE Manual requires. Any proposed changes have to be based on Best Available Science and would require a thorough study. She explained that Marysville has very conservative and predictable wetland buffers compared to other jurisdictions.

Chair Leifer solicited feedback from other commissioners.

- Commissioner Thetford spoke to concerns, but noted that Ecology is the one who would need to make changes.

- Commissioner Whitaker spoke in support of moving forward with what staff is proposing. He noted that they could always review this in the future if needed.
- Commissioner Smith concurred.
- Commissioner Richards commended staff's work and noted that Ecology has told them what they have to do. This would align the City's regulations with what they have to do anyway.
- Commissioner Andes expressed frustration about the situation, but indicated that their hands are tied.
- Commissioner Hoen spoke in support of approving this as recommended by staff and then letting the City Council address any concerns they might have.

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to move the amendments forward as presented. **Motion** passed unanimously (7-0).

The hearing was closed at 8:10 p.m.

- B. Code Amendment – MMC Chapter 22C.090 Residential Density Incentives, including bonus allowances for contributions towards an identified capital improvement, energy conservation, critical areas buffer enhancement and clarifying the administrative review process.

The hearing was opened at 8:10 p.m.

Staff Presentation: Planning Manager Holland reviewed the proposed amendments which would add an RDI for contribution to identified capital improvement projects, reorganize Section 7(b) and 7(c) for clarification purposes, update Section 8 to add LEED evergreen standards and built-green units, and add a new Section 11 providing for a bonus for critical areas buffer enhancements. The City received comments from Master Builders related to energy conservation. What staff has proposed is a .20 bonus unit per certified unit. Master Builders has asked for a .25 or .33 bonus unit per unit constructed. Planning Manager Holland noted that staff has already increased it 100% from .10 to .20. Another comment received was related to critical areas buffer enhancement. Master Builders has requested a bonus unit per quarter acre or half acre instead of staff's recommendation of one bonus unit per acre of buffer enhancements. He reviewed examples of what this would look like for a project.

Chair Leifer asked if staff has any data about what the cost to enhance an acre of wetland might be. Senior Planner Gemmer replied it was in a packet a couple meetings ago. Planning Manager Holland explained that more than the cost of the actual enhancement, the concerns related to the increased costs due to the requirement for five years of maintenance and monitoring.

Commissioner Richards referred to number 8 and asked about inserting language related to "other energy efficient unit as approved by the director." Planning Manager Holland noted that it is already required, but this might clarify it.

DRAFT

Public Testimony:

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, commended staff's work on this. She expressed concerns about the costs to developers to update degraded buffers and maintain them long-term. She spoke in support of Master Builders request to increase bonus units per acre in order to incentivize builders in Marysville to build green.

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, commended staff for their work. He feels it works really well with Planned Residential Developments. He would like to see this applied to a half acre instead of an acre to due costs.

Planning Manager Holland reviewed staff's justification for the one acre size, but indicated that the Commission could modify this if desired.

The public testimony portion of the hearing was closed at 8:35 p.m.

Motion made by Commissioner Thetford, seconded by Commissioner Andes, to amend verbiage on item 11, Critical Areas Buffer Enhancement, from one bonus unit per one acre of buffer enhancement to two bonus unit per acre and an amendment to the energy conservation Section 8 to include "or equivalent energy efficient unit as approved by the director." **Motion** failed 2-5.

Motion made by Commissioner Richards, seconded by Commissioner Hoen, to forward this to City Council with an amendment to the energy conservation Section 8 to include ". . . or equivalent energy efficient unit as approved by the director." **Motion** passed unanimously.

The hearing was closed at 8:46 p.m.

- C. Code Amendment – MMC Chapter 22G.090 Subdivisions and Short Subdivisions delegating final plat approval authority to the Community Development Director and City Engineer in compliance with Senate Bill 5674, which amended RCW 58.17.100, 58.17.170 and 58.17.190.

The hearing was opened at 8:46 p.m.

Staff Presentation: Planning Manager Holland explained that the legislature passed amendments to the subdivision law which would make final plat review an administrative process rather than going to City Council. This would save a tremendous amount of time for the developers and would streamline the process.

Public Testimony:

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, spoke in support of this amendment.

DRAFT

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, also spoke in support of this item.

Motion made by Commissioner Richards, seconded by Commissioner Andes, to forward this to City Council. **Motion** passed unanimously (7-0).

The hearing was closed at 8:53 p.m.

Director Koenig thanked Angie Sievers and Merle Ash for their efforts in working with staff on the proposed amendments tonight.

NEW BUSINESS

- Code Amendment – Miscellaneous Light Manufacturing Uses proposed to be a permitted use in the General Commercial (GC) Zone.

Director Koenig introduced this item and noted that it would be coming back to the Commission for review.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 9:02 p.m. **Motion** passed unanimously.

NEXT MEETING: TBD

Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
RELATING TO THE CRITICAL AREAS ORDINANCE, AMENDING
SECTIONS 22E.010.060 AND 22E.010.100 OF THE MARYSVILLE
MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

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

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

WHEREAS, the City, in reviewing and amending its 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, the development code amendment is consistent with the following required findings of MMC 22G.010.500:

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

WHEREAS, the Planning Commission discussed the above-referenced amendment during public meetings held on July 25, 2017, September 12, 2017, and November 14, 2017; and

WHEREAS, on November 14, 2017, the Marysville Planning Commission held a duly-advertised public hearing; and

WHEREAS, on November 14, 2017, the Marysville Planning Commission recommended City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on December 11, 2017, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and proposed amendments to the City's development regulations; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on October 19, 2017, seeking expedited review under RCW 36.70A.160(3)(b) in compliance with the procedural requirement under RCW 36.70A.106; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by adopting a determination of non-significance for the proposed revisions to the City's development regulations;

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

Section 1. Amendment of Municipal Code. MMC Section 22E.010.060, entitled "Wetland rating and classification," is hereby amended as follows:

22E.010.060 Wetland rating and classification.

- (1) Classification. Wetlands shall be classified as Category I, II, III, or IV using the Washington State Department of Ecology's Wetland Rating System for Western Washington, Publication No. ~~04-06-025~~ 14-06-029, or as amended hereafter. Wetland delineations shall be determined by using the ~~Washington State Wetlands Identification and Delineation Manual, March 1997, or as amended hereafter~~ current approved federal wetland delineation manual and applicable regional supplements.
- (2) Sources used to identify designated wetlands include, but are not limited to:
 - (a) United States Department of the Interior, Fish and Wildlife Service, National Wetlands Inventory.
 - (b) Areas identified as hydric soils, soils with significant soil inclusions and "wet spots" with the United States Department of Agriculture/Soil Conservation Service Soil Survey for Snohomish County.
 - (c) Washington State Department of Natural Resources, Geographic Information System, Hydrography and Soils Survey Layers.
 - (d) City of Marysville critical areas inventory maps.

Section 2. Amendment of Municipal Code. MMC Section 22E.010.100, entitled "Wetland buffer areas," is hereby amended as follows:

22E.010.100 Wetland buffer areas.

- (1) The establishment of wetland buffer areas shall be required for all development proposals and activities adjacent to wetlands to protect the integrity, function and value of the wetland. Buffers shall consist of an undisturbed area of native vegetation established to protect the functions and values of the wetland. Buffers shall be determined in conjunction with considerations of wetland category and quality, approved wetland alterations and required mitigation measures. Buffers are not intended to be established or to function independently of the wetland they are established to protect; the establishment of a buffer shall not operate to prevent a use or activity that would otherwise be permitted, as set

forth in MMC 22E.010.080, subsections (7) and (8) of this section, and MMC 22E.010.320, in the wetland subject to mitigation.

- (2) Buffers shall be measured from the wetland edge as delineated and marked in the field using the wetland delineation methods defined in Chapter 22A.020 MMC. Required buffer widths shall reflect the sensitivity of the wetland and its category and intensity of human activity proposed to be conducted near the wetland.
- (3) Where existing buffer area plantings provide minimal vegetative cover and cannot provide the minimum water quality or habitat functions, buffer enhancement shall be required. Where buffer enhancement is required, a plan shall be prepared that includes plant densities not less than five feet on center for shrubs and 10 feet on center for trees. Monitoring and maintenance of plants shall be required in accordance with MMC 22E.010.160, Wetland monitoring program and contingency plan. Existing buffer vegetation is considered "inadequate" and will require enhancement through additional native plantings and removal of nonnative plants when:
 - (a) Nonnative or invasive plant species provide the dominate cover;
 - (b) Vegetation is lacking due to disturbance, and wetland resources could be adversely affected; or
 - (c) Enhancement plantings in the buffer could significantly improve buffer functions.
- (4) The following buffer widths are established as minimum targets. All buffer widths shall be measured from the wetland boundary as surveyed in the field. If, according to the buffer mitigation plan, the buffer is not sufficient to protect the wetland, the city shall require larger buffers where it is necessary to protect wetlands functions based on site-specific characteristics. As an alternative to the buffer width being based on wetland category, the buffer width for Category I wetlands may be established according to the "Buffer Alternative 3" methodology contained in the Department of Ecology's document titled, "Freshwater Wetlands in Washington State, Volume 2: Managing and Protecting Wetlands, Appendix 8C." Buffer Alternative 3 establishes buffer widths based on wetland category, intensity of impacts, and wetland functions or special characteristics.

Wetland Buffer Widths

Wetland Category	Buffer Width
Category I	125 feet
Ebey Slough	100 feet
Except in the following location: north and south shore of Ebey Slough between the western city limits, at approximately I 5, and 47th Ave. NE	25 feet
<u>Category I</u>	<u>125 feet</u>
<u>Ebey Slough</u>	<u>100 feet</u>
<u>North and south shore of Ebey Slough between the western city limits, at approximately I-5 and 47th Avenue NE</u>	<u>25 feet</u>
Category II	100 feet
Category III	75 feet

Wetland Category	Buffer Width
Category IV	35 feet

- (5) Buffer widths may be modified by averaging buffer widths as set forth herein:
- (a) Buffer width averaging shall be allowed only where the applicant demonstrates to the community development department that the averaging will not impair or reduce the habitat, water quality purification and enhancement, storm water detention, ground water recharge, shoreline protection and erosion protection and other functions of the wetland and buffer, that lower-intensity land uses would be located adjacent to areas where buffer width is reduced, and that the total area contained within the buffer after averaging is no less than that contained within the standard buffer prior to averaging;
 - (b) Buffer reductions may be allowed for ~~Category III and IV~~ wetlands; provided, that the applicant demonstrates the proposal meets criteria in subsections (5)(b)(i) through (iii) and either (iv) or (v) of this section. Buffer width reduction proposals that meet the criteria as determined by the director shall be reduced by no more than 25 percent of the required buffer and shall not be less than 25 feet in width.
 - (i) The buffer area meets buffer area planting requirements in subsection (3) of this section and MMC 22E.010.150 and has less than 15 percent slopes; and
 - (ii) A site-specific evaluation and documentation of buffer adequacy is based on consideration of the best available science as described in MMC 22E.010.040; and
 - (iii) Buffer width averaging as outlined in subsection (5)(a) of this section is not being utilized; and either
 - (iv) The subject property is separated from the wetland by pre-existing, intervening, and lawfully created structures, public roads, or other substantial pre-existing intervening improvements; and the intervening structures, public roads, or other substantial improvements are found to separate the subject upland property from the wetland due to their height or width, preventing or impairing the delivery of buffer functions to the wetland, in which cases the reduced buffer width shall reflect the buffer functions that can be delivered to the wetland; or
 - (v) The wetland scores ~~19~~ 4 points or less for wildlife habitat in accordance with the rating system applied in MMC 22E.010.060, and mitigation is provided based on MMC 22E.010.150, 22E.010.370, and Table 2 of this section, when determined appropriate based on the evaluation criteria in subsection (5)(b)(ii) of this section.

Table 2. Mitigation Measures

Disturbance	Activities That May Cause Disturbance	Measures to Minimize Impacts
Lights	Parking lots, warehouses, manufacturing, high density residential	Direct lights away from wetland

Table 2. Mitigation Measures

Disturbance	Activities That May Cause Disturbance	Measures to Minimize Impacts
Noise	Manufacturing, high density residential	Place activity away from wetland
Pets and Humans	Residential areas	Landscaping to delineate buffer edge and to discourage disturbance of wildlife by humans and pets
Dust	Tilled fields	Best management practices for dust control

- (c) Notwithstanding the reductions permitted in subsections (5)(a) and (b) of this section, buffer widths shall not be reduced by more than 25 percent of the required buffer.
- (6) The buffer width stated in subsection (4) of this section shall be increased by 25 percent:
- (a) When the qualified scientific professional determines, based upon a site-specific wetland analysis, that for Category III and IV wetlands the habitat value equals or exceeds ~~20~~ 5 points, and for Category II wetlands the habitat value equals or exceeds ~~29~~ 8 points; or
 - (b) When the adjacent land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse wetland impacts; or
 - (c) When the standard buffer has minimal or degraded vegetative cover that cannot be improved through enhancement; or
 - (d) When the minimum buffer for a wetland extends into an area with a slope of greater than 25 percent, the buffer shall be the greater of:
 - (i) The minimum buffer for that particular wetland; or
 - (ii) Twenty-five feet beyond the point where the slope becomes 25 percent or less.
- (7) The community development director may authorize the following low impact uses and activities, provided they are consistent with the purpose and function of the wetland buffer and do not detract from its integrity: viewing platforms and interpretive signage; uses permitted within the buffer shall be located in the outer 25 percent of the buffer.
- (8) Trails and Open Space. For walkways and trails, and associated open space in critical buffers located on public property, or on private property where easements or agreements have been granted for such purposes, all of the following criteria shall be met:
- (a) The trail, walkway, and associated open space shall be consistent with the comprehensive parks, recreation, and open space master plan. The city may allow private trails as part of the approval of a site plan, subdivision or other land use permit approvals.
 - (b) Trails and walkways shall be located in the outer 25 percent of the buffer, i.e., the portion of the buffer that is farther away from the critical area. Exceptions to this requirement may be made for:
 - (i) ~~Trail~~ trail segments connecting to existing trails where an alternate alignment is not practical and where public access points to water bodies are spaced periodically along the trail.

- (c) Enhancement of the buffer area is required where trails are located in the buffer. Where enhancement of the buffer area adjacent to a trail is not feasible due to existing high quality vegetation, additional buffer area or other mitigation may be required.
 - (d) Trail widths shall be a maximum width of 10 feet. Trails shall be constructed of permeable materials; provided, that impervious materials may be allowed if pavement is required for handicapped or emergency access, or safety, or is a designated nonmotorized transportation route or makes a connection to an already dedicated trail, or reduces potential for other environmental impacts.
- (9) Utilities may be allowed in wetlands or wetland buffers if limited to the pipelines, cables, wires and support structures of utility facilities within utility corridors when the following standards are met:
- (a) There is no alternative location with less adverse impact on the critical area and critical area buffer;
 - (b) New utility corridors are not located over habitat used for salmonid rearing or spawning or by a species listed in MMC 22E.010.170(1)(a) unless the department determines that there is no other feasible crossing site;
 - (c) To the maximum extent practical utility corridors are located so that:
 - (i) The width is minimized;
 - (ii) The removal of trees is minimized;
 - (iii) An additional, contiguous and undisturbed wetland buffer, equal in area to the disturbed critical area buffer area including any allowed maintenance roads, is provided to protect the wetland;
 - (d) To the maximum extent practical, access for maintenance is at limited access points into the critical area buffer rather than by a parallel maintenance road. If a parallel maintenance road is necessary, the following standards are met:
 - (i) To the maximum extent practical the width of the maintenance road is minimized and in no event greater than 15 feet; and
 - (ii) The location of the maintenance road is contiguous to the utility corridor on the side of the utility corridor farthest from the critical area;
 - (e) The utility corridor or facility will not adversely impact the overall wetland hydrology;
 - (f) The utility corridor serves multiple purposes and properties to the maximum extent practical;
 - (g) Bridges or other construction techniques that do not disturb the wetlands are used to the maximum extent practical;
 - (h) Bored, drilled or other trenchless crossing is laterally constructed under a wetland; provided, that the activity does not interrupt the ground water connection to the wetland or percolation of surface water down through the soil column. Specific studies by a hydrologist shall be conducted to determine whether the ground water connection to the wetland or percolation of surface water down through the soil column could be disturbed.
- (10) Storm water management facilities, such as biofiltration swales and dispersion facilities, may be located within the outer 25 percent of wetland buffers only if they will have no negative effect on the functions and purpose the buffers serve for the wetland or on the

hydrologic conditions, hydrophytic vegetation, and substrate characteristics necessary to support existing and designated beneficial uses.

- (11) For subdivisions and short subdivisions, the applicable wetland and associated buffer requirements for any development or redevelopment of uses specifically identified in, and approved as part of, the original subdivision or short subdivision application shall be those requirements in effect at the time that the complete subdivision or short subdivision application was filed; provided, that for subdivisions this provision shall be limited to final plats reviewed and approved under Ordinance No. 1928, "Sensitive Areas," adopted December 14, 1992, or as amended at the time of final plat approval. However, at the discretion of the community development director a buffer enhancement plan may be required in accordance with subsection (3) of this section if the wetland or buffer has become degraded or is currently not functioning or if the wetland and/or buffer may be negatively affected by the proposed new development.
- (12) Minor additions or alterations, such as decks and minor additions less than 120 square feet, interior remodels, or tenant improvements which have no impact on the wetland or wetland buffer, are exempt from the buffer enhancement requirements.
- (13) Required buffers shall not deny all reasonable use of property. A variance from buffer width requirements may be granted by the hearing examiner for the city of Marysville upon showing by the applicant that:
 - (a) There are special circumstances applicable to the subject property or to the intended use such as shape, topography, location or surroundings that do not apply generally to other properties and which support the granting of a variance from buffer width requirements; and
 - (b) Such buffer width variance is necessary for the preservation and enjoyment of a substantial property right or use possessed by other similarly situated property but which because of special circumstances is denied to the property in question; and
 - (c) The granting of such buffer width variance will not be materially detrimental to the public welfare or injurious to the property or improvement; and
 - (d) The granting of the buffer width variance will not materially affect the subject wetland.
 - (e) Best available science, as set forth in MMC 22E.010.040, shall be taken into consideration in the granting of a buffer width variance.

Section 3. Amendment of Municipal Code. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"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>
_____	Critical Areas Ordinance Update	_____, 2017"

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. 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)

Dear Angela Gemmer,

This comment email is in reference to an amendment to Critical Areas Management MMC Ch 22E.010. The proposal lowers buffer requirements for Category I & II wetlands in the Marysville CAO. The Washington State Department of Transportation (WSDOT) would like to know if the proposed changes were coordinated and concurred with by the Department of Ecology. WSDOT acquires many different permits on their projects and we want to prevent permitting conflicts with other agencies when discussing buffers. WSDOT also has some questions and concerns about the changes.

The City Memorandum bases a substantial part of rationale for buffer reductions on the 1994 report (Desbonnets et al.). There have been many reports published since 1994 that would argue a reduction in wetland buffer causes a decrease in the quantity and quality of functions provided. We were unable to find the other referenced document (Use of Best Available Science in City of Marysville Buffer Regulations, October 28, 2004). It would be helpful to identify other reference that would support these proposed changes.

The Desbonnets et al. study does not account for the fact that WSDOT mows vegetation adjacent to our State roadways, reducing the effectiveness of these wetlands to remove sediment and pollutants and slow water movement. Thus, further reducing the area available will further reduce these systems' ability to function. WSDOT does not see these code changes affecting our current maintenance operations.

WSDOT has concern the proposal to reduce the buffers purely based on habitat score ignores other factors. Wetlands provide far more function than just wildlife habitat. Category I and II wetlands with low habitat scores are still rated so highly because they provide equally important functions including water quality improvements and flood control. The other functions that are assessed can be argued are more important in an urban setting than high quality wildlife habitat. For Category I wetlands that rate so high that they score 23 or higher, even with a low habitat score, the water quality and flood control functions are likely impossible to replace.

WSDOT has concerns that there will be an increase in potential flooding on our roadways. Flood control is a primary function of many Category I and II wetlands. The size, shape, and location of a wetland determines its ability to diminish flooding downslope and to nearby systems. Marysville is in a low-lying area that was historically a large floodplain; thus, many of the areas within the City limits may be susceptible to flooding. A further reduction in the amount of wetland buffer area available to help infiltrate and control flooding and slow water flows may only lead to more flooding issues in the City, especially as the City grows and continues to add more development and impervious surfaces.

WSDOT has concerns that this change in buffer may affect future mitigation site opportunities and the city should make consideration in their code for flexible mitigation and the use of mitigation banking. The availability of sites for wetland mitigation opportunities is decreasing in the region while the demand for such locations and the costs of mitigation are steadily increasing. The Puget Sound basin has lost 70 percent of its wetlands. The current cost of wetland mitigation is approximately \$1 to \$1.5 million per acre in freshwater systems. Reducing buffer sizes to allow for more development in areas currently protected as wetland buffer only increases the need for wetland and buffer mitigation within the City.

Thank you for the opportunity to review the City of Marysville's CAO update. WSDOT does not need any additional time to review these proposed updates.

John Maas
WSDOT NWR Environmental Compliance Services Manager
Office (206) 440-4545
Cell (206) 999-3696



November 29, 2017

The Honorable Jon Nehring
Marysville City Council
1049 State Avenue
Marysville, WA 98270

RE: Proposed Amendments for Critical Areas, Residential Density Incentives, and Administrative Approval of Final Plat or Subdivisions

Dear Mayor Nehring, and Councilmembers:

Thank you for the opportunity to provide comment on the proposed amendments for critical areas, residential density incentives, and the administrative approval of final plat or subdivisions. On behalf of more than 2,900 member companies of the Master Builders Association King and Snohomish County (MBA), our members have a deep understanding of bringing affordable options to the new home market. We applaud those jurisdictions that recognize the need for innovative solutions and create predictability and certainty for home builders and consumers alike.

Jurisdictions are required to regularly update their critical areas ordinances, however, those that have updated to the most current Ecology guidelines have also experienced an unintentional reduction in commercial and residential capacity. Marysville's proposed critical areas amendment was reviewed by MBA members who expressed great concern about its current form. We encourage the City to be mindful in order to protect its valuable, diminishing supply of buildable lands.

Members of the MBA support code amendments to include all wetland categories for buffer enhancement incentives. This also requires amendments to update an additional section 22E.010.100(5) and (6), where MBA consultants have experienced it to be near impossible to achieve a wetland buffer habitat value of less than 5 points throughout all jurisdictions. The language proposed in MMC Section 22E.010.100(6) Option C, addresses this problem which would otherwise trigger an automatic 25% buffer width increase on all projects. The MBA supports the adoption of Option C relative to this code section.

The MBA has been working with Marysville to develop residential density incentives intended to create desirable public benefits including capital improvements, environmental or green building, and benefit for wetland buffer enhancement. The proposed language for capital improvements and environmental development incentives appear to be valuable given current market conditions.



In the City of Marysville many development sites have degraded buffers where buffer enhancement is desirable, and subsequently incurred costs are passed on to homebuyers. These costs include not only the initial capital expense, but also additional dollars associated with the monitoring and bonding of these required site improvements. The MBA has expressed a desire for an incentive to partially offset the cost of these improvements at one density bonus per ½ acre of buffer enhancement. This is proportionate to the total cost, including capital, monitoring, and bonding project investments and would encourage investment in environmental improvements.

The final amendment being considered, would delegate approval of final plat or subdivisions to the Community Development Director and Public Works Director as is current process for final approval of short subdivisions. Revision to Marysville RCW 58.17.100, 58.17.170, and 58.17.190 would be consistent with Senate Bill 5674, where local jurisdictions have the option to adopt the provision. This change would preserve current opportunities for public comment, reduce burden on staff in preparing for council hearing, and reduce incurred project costs waiting weeks for council approval. Other jurisdictions that have adopted this legislation are Snohomish County and Lynnwood, and the MBA strongly encourages the Council to adopt the proposed language.

The amendments brought before you represent a significant amount of work and collaboration on behalf of your city staff and the development community. The MBA is sincerely appreciative for the opportunity to collaborate with the City of Marysville on solutions that benefit all interests.

Thank you for your consideration. If you have any questions, please feel free to contact me at asievers@mbaks.com or (425) 460-8204.

Sincerely,

Angie Sievers
Snohomish County Manager
Master Builders Association of King and Snohomish Counties

cc: Gloria Hirashima, City Administrator; Dave Koenig, Community Development Director; Angela Gemmer, Senior Planner; Chris Holland, Planning Manager

From: [Angie Sievers](#)
To: [Angela Gemmer](#)
Cc: [David Koenig](#); [Chris Holland](#)
Subject: RE: Critical areas mitigation RDI
Date: Friday, October 6, 2017 12:33:41 PM

Hi Angela,

Thank you for the explanation, that makes sense.

Chris and I previously discussed the chart staff developed "Wetland Mitigation Costs for Projects within the City of Marysville." It reflects the mitigation work investment in the chart, and the monitoring and maintenance in the footnotes. At the Planning Commission meeting a few weeks ago, the mitigation work costs were discussed and the monitoring and maintenance costs were not, in many cases this doubles the cost of the required improvements.

Builders incorporate the aggregate cost into their project. Similar to someone considering the purchase of a home, they not only have the mortgage payment, but also the maintenance and utility costs over time.

The building community and MBA members appreciate the City's consideration of establishing Residential Density Incentives that will make a difference as the cumulative effect adds to the cost of individual dwellings.

I'm interested to hear your thoughts,
 Angie

Angie Sievers

Snohomish County Manager
 Master Builders Association of King & Snohomish Counties

p 425.460.8204 | **m** 425.247.9290
 335 116th Ave. SE | Bellevue, WA 98004
mbaks.com



From: Angela Gemmer [mailto:agemmer@marysvillewa.gov]
Sent: Friday, September 29, 2017 3:27 PM
To: Angie Sievers <ASievers@mbaks.com>
Cc: David Koenig <dkoenig@marysvillewa.gov>; Chris Holland <CHolland@marysvillewa.gov>
Subject: Critical areas mitigation RDI

Hi Angie,

Dave and I spoke briefly about your discussion regarding whether habitat scores (4 points, 5 points, etc.) would have any bearing on the eligibility of a residential development to pursue the proposed residential density incentive (RDI) for buffer enhancement/restoration. It would not. The habitat scores are considered when determining the category of a wetland, and whether a buffer should be

decreased or increased. On the proposed RDI provisions, if the buffer is degraded, and it is enhanced as required by code, the RDI may be pursued proportional to the improvement provided regardless of the wetland's habitat score. Please let us know if you have any questions or concerns.

Thank you,

Angela Gemmer, Senior Planner
Community Development Department
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

360.363.8240 (direct)

360.363.8100 (main)

360.651.5099 (fax)



September 6, 2017

Marysville Planning Commission
1049 State Avenue
Marysville, WA 98270

Re: Proposed Residential Density Incentives and Critical Areas Ordinance (CAO):
Wetland Delineation Manual and Rating Systems References Updates, and Proposed
Wetland Buffer Reductions

Dear Commissioners,

On behalf of the Master Builders Association of King and Snohomish Counties (MBA) and its nearly 2,800 member companies, we appreciate the opportunity to work with City staff and the opportunity to provide comment on MMC Chapter 22C.090 RDI-DRAFT3 and Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems References Updates, and Proposed Wetland Buffer Reductions as outlined below.

Residential Density Incentives

- In 22C.090.0300 Chart, Benefit 8: MBA politely requests inclusion of Built Green Residential Standards (BG) at 0.25 or 0.33 bonus units per certified BG unit. Utilization of LEED certification is cost intensive for residential, however widely recognized and utilized for commercial projects. ES&S standards are required for affordable housing development and have a lower threshold for certification in comparison to BG standard. Thus, to incentivize utilization of green development in residential market rate product, an increase to 0.25 or 0.33 would encourage desired utilization.
- In 22C.090.0300 Chart, Benefit 11: Critical Areas Buffer Enhancement. To encourage effective restorative efforts where wetland enhancement could cost upwards of \$25,000. An adjustment from one bonus unit per one acre of restoration to one bonus unit per ¼ or ½ acre would reduce barriers to utilization of this incentive.

Additionally, this section requires buffer enhancement when the “existing wetland buffer area plantings provide minimal vegetative cover and cannot provide the minimum water quality or habitat functions, buffer enhancement is required.” If buffer enhancement is required, then buffer width reductions should be allowed up to 25 percent outright and without subject to the requirements of subsection (5)b.



Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems Reference Updates, and Proposed Wetland Buffer Reductions.

Multiple MBA members expressed concern relevant to the proposed draft incentive provided by City staff in early August. Incentives will not be utilized as drafted as it has been experienced by builders, that under the new wetland ratings, habitat scores are a minimum of 5 pts, thus ineligible for utilization of wetland buffer reductions scoring 1-4 points. MBA recognizes jurisdictions reference Department of Ecology to determine appropriate scoring guidelines. We kindly request the following adjustments to the drafted amendments, to allow for incentive utilization:

- Critical Area Buffer Reduction, Page 2, Paragraph 3 (v): wetland scores change from 4 to 5.
- 22E.010.100 Wetland buffer areas, Page 4, (5)(b)(v): The wetland scores 19 points (drafted to 4), requested change to 7 in place of 4.
- 22E.010.100 Wetland buffer areas, Page 5, (6)(a): When the qualified scientific professional determines, based upon a site-specific wetland analysis, that for Category III and IV wetlands the habitat value equals or exceeds 20 (drafted change to 5), requested change to 6-7. And for Category II wetlands the habitat value equals or exceeds 29 points (drafted change to 8), requested change to 5-8.

Thank you again for the opportunity to comment on the proposed amendments for residential development enhancements. Please feel free to contact me with any questions you might have, asievers@mbaks.com or 425-460-8204.

Warm regards,
Angie Sievers

Snohomish County Manager

Cc: Dave Koenig, Chris Holland, Angela Gemmer, Cheryl Dungan, Amy Hess, Gloria Hirashima

Enclosures: MMC Chapter 22C.090 RDI-DRAFT3 and Document, 20170724095430849



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.

MBA Summary_122016

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

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

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM:	
Amendments to MMC Chapter 22C.090 <i>Residential Density Incentives</i>	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. PC Recommendation, including: <ul style="list-style-type: none"> . Exhibit A – Recommended Amendments . Exhibit B – PC Public Hearing DRAFT Minutes 11.14.17 2. PC Workshop Minutes 09.12.17 3. Public Comments 4. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Marysville Planning Commission held a public hearing on November 14, 2017 to consider amendments to Marysville Municipal Code (MMC) Chapter 22C.090, *Residential Density Incentives*. The proposed amendments to the RDI code include:

- . Addition of an RDI for contribution to an identified capital improvement project;
- . Re-organization of Section 7b & 7c for clarification purposes;
- . Revising Section 8 to include a density bonus for [Leadership in Energy and Environmental Design](#) (LEED), [Evergreen Sustainable Development Standard](#) (ESDS) and [Built Green](#) units;
- . Adding a new Section 11 providing a bonus for critical area buffer enhancement; and
- . Updates to the review process for RDI to reflect the types of projects where RDI will be used (i.e. subdivisions, binding site plan, and site plan reviews), and to omit the requirement to follow the decision criteria for conditional use permits when evaluating RDI (this change is intended to simplify the process).

At the public hearing the Planning Commission recommended City Council approve the amendments as reflected in the Recommendation and Adopting Ordinance, attached hereto.

RECOMMENDED ACTION:
Affirm the Planning Commission's recommendation adopting amendments to the Marysville Municipal Code Chapter 22C.090 <i>Residential Density Incentives</i> .



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

PC Recommendation - Residential Density Incentives Amendments

The Planning Commission of the City of Marysville, having held a public hearing on November 14, 2017, in review of amendments relating to MMC Chapter 22C.090 *Residential Density Incentives*, including bonus allowances for contributions towards an identified capital improvement, energy conservation, critical areas buffer enhancement and clarifying the administrative review process, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

FINDINGS:

1. The Planning Commission held a public work session to review amendments relating to MMC Chapter 22C.090 *Residential Density Incentives* on September 12, 2017.
2. The proposed amendment to the City's development regulations is exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments relating to MMC Chapter 22C.090 *Residential Density Incentives* to the State of Washington Department of Commerce for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the State of Washington Department of Commerce acknowledging receipt of the DRAFT amendments relating to MMC Chapter 22C.090 *Residential Density Incentives* on October 31, 2017 and processed with the material ID #24302. No comments were received from State Agencies.
5. The Planning Commission held a duly-advertised public hearing on November 14, 2017.
6. Public comments were received on the DRAFT amendments relating to MMC Chapter 22C.090 *Residential Density Incentives* from Land Technologies, Inc. in an e-mail dated, August 10, 2017, Master Builders Association of King and Snohomish Counties in a letter dated, September 6, 2017 and an e-mail dated October 6, 2017. These comments were considered by Staff and the Planning Commission during the review process of the proposed code amendment.

CONCLUSION:

At the public hearing, the Planning Commission recommended adoption of the amendments relating to MMC Chapter 22C.090 *Residential Density Incentives* attached hereto as **Exhibit A**, and as reflected in the Planning Commission Minutes, dated November 14, 2017, attached hereto as **Exhibit B**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of Approval of the development code amendments relating to MMC Chapter 22C.090 *Residential Density Incentives*, by the Marysville Planning Commission this 14th day of November, 2017.

By: _____

Steve Lefler, Planning Commission Chair

EXHIBIT A

Chapter 22C.090 RESIDENTIAL DENSITY INCENTIVES

Sections:

22C.090.010	Purpose.
22C.090.020	Permitted locations of residential density incentives.
22C.090.030	Public benefits and density incentives.
22C.090.040	Density bonus recreation features.
22C.090.050	Rules for calculating total permitted dwelling units.
22C.090.060	Review process.
22C.090.070	Minor adjustments in final site plans.
22C.090.080	Applicability of development standards.

22C.090.010 Purpose.

The purpose of this chapter is to provide density incentives to developers of residential lands in exchange for public benefits to help achieve comprehensive plan goals of creation of quality places and livable neighborhoods, affordable housing, open space protection, historic preservation, energy conservation, and environmentally responsible design by:

- (1) Defining in quantified terms the public benefits that can be used to earn density incentives;
- (2) Providing rules and formulae for computing density incentives earned by each benefit;
- (3) Providing a method to realize the development potential of sites containing unique features of size, topography, environmental features or shape; and
- (4) Providing a review process to allow evaluation of proposed density increases and the public benefits offered to earn them, and to give the public opportunities to review and comment.

22C.090.020 Permitted locations of residential density incentives.

Residential density incentives (RDI) shall be used only on sites served by public sewers and only in the following zones:

- (1) In R-12 through R-28 zones;
- (2) Planned residential developments;
- (3) In MU, CB, GC and DC zones; and
- (4) SF, MF, and MU zones within the Whiskey Ridge master plan.

22C.090.030 Public benefits and density incentives.

(1) The public benefits eligible to earn increased densities, and the maximum incentive to be earned by each benefit, are set forth in subsection (5) of this section. The density incentive is expressed as additional bonus dwelling units (or fractions of dwelling units) earned per amount of public benefit provided. Where a range is specified, the earned credit will be determined by the community development director during project review.

(2) Bonus dwelling units may be earned through any combination of the listed public benefits.

(3) Residential development in R-12 through R-28 zones with property-specific development standards requiring any public benefit enumerated in this chapter shall be eligible to earn bonus dwelling units as set forth in subsection (5) of this section when the public benefits provided exceed the basic development standards of this title. When a development is located in a special overlay district, bonus units may be earned if the development provides public benefits exceeding corresponding standards of the special district.

EXHIBIT A

~~(4) — The guidelines for affordable housing bonuses, including the establishment of rental levels, housing prices and asset limitations, will be updated and adopted annually by the community development department. The update shall occur no later than June 30th of each year.~~

(54) The following are the public benefits eligible to earn density incentives through RDI review:

Benefit	Density Incentive
1. Affordable Housing	
a. Benefit units consisting of rental housing permanently priced to serve nonelderly low-income households (i.e., no greater than 30 percent of gross income for household at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city shall be recorded at final approval.	1.5 bonus units per benefit, up to a maximum of 30 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 30 low-income units.
b. Benefit units consisting of rental housing designed and permanently priced to serve low-income senior citizens (i.e., no greater than 30 percent of gross income for one- or two-person households, one member of which is 62 years of age or older, with incomes at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city of Marysville shall be recorded at final approval.	1.5 bonus units per benefit, up to a maximum of 60 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 60 low-income units.
c. Benefit units consisting of mobile home park space or pad reserved for the relocation of an insignia or noninsignia mobile home that has been or will be displaced due to closure of a mobile home park located in the city of Marysville.	1.0 bonus unit per benefit unit.
2. Public Facilities (Schools, Public Buildings or Offices, Trails and Active Parks)	
a. Dedication of public facilities site or trail right-of-way meeting city of Marysville or agency location and size standards for the proposed facility type.	10 bonus units per usable acre of public facility land or one-quarter mile of trail exceeding the minimum requirements outlined in other sections of this title.
b. Improvement of dedicated public facility site to city of Marysville standards for the proposed facility type.	2 – 10 (range dependent on facility improvements) bonus units per acre of improvement. If the applicant is dedicating the site of the improvements, the bonus units earned

EXHIBIT A

	by improvements shall be added to the bonus units earned by the dedication.
c. Improvement of dedicated trail segment to city of Marysville standards.	1.8 bonus units per one-quarter mile of trail constructed to city standard for pedestrian trails; or 2.5 bonus units per one-quarter mile of trail constructed to city standard for multipurpose trails (pedestrian/bicycle/equestrian). Shorter segments shall be awarded bonus units on a pro rata basis. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.
d. Dedication of open space, meeting city of Marysville acquisition standards, to the city, county or a qualified public or private organization such as a nature conservancy.	2 bonus units per acre of open space.
<p>3. <u>Community Image and Identity</u> <u>Contribution towards an identified capital improvement project, including, but not limited to parks, roadways, utilities, gateway sign, etc.</u> a. Installation and/or dedication of an identified city gateway (per city of Marysville gateways master plan).</p>	<p>5 bonus units per "medium scale—cantilevered" gateway installation (final design, landscaping and signage). 6 bonus units per "large scale—horizontal" gateway installation (final design, landscaping and signage). 10 bonus units per "informational reader board" gateway installation (final design, landscaping and signage). 10 bonus units per civic space gateway (Comeford Park) improvement (final design, landscaping and signage). 5 bonus units per large gateway improvement (final design, landscaping and signage). \$15,000 per bonus unit</p>
4. Historic Preservation	
a. Dedication of a site containing an historic landmark to the city of Marysville or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation.	0.5 bonus unit per acre of historic site.
b. Restoration of a site or structure designated as an historic landmark.	0.5 bonus unit per acre of site or 1,000 square feet of floor area of building restored.
5. Locational/Mixed Use	
a. Developments located within one-quarter mile of transit routes, and within one mile of fire and police stations, medical, shopping, and other community services.	5 percent increase above the base density of the zone.

EXHIBIT A

b. Mixed use developments over one acre in size having a combination of commercial and residential uses.	10 percent increase above the base density of the zone.
6. Storm Drainage Facilities Dual use retention/detention facilities. a. Developments that incorporate active recreation facilities that utilize the storm water facility tract.	5 bonus units per acre of the storm water facility tract used for active recreation.
b. Developments that incorporate passive recreation facilities that utilize the storm water facility tract.	2 bonus units per acre of the storm water facility tract used for passive recreation.
7. Project Design a. Preservation of substantial overstory vegetation (not included within a required NGPA). No increase in permitted density shall be permitted for sites that have been cleared of evergreen trees within two years prior to the date of application for PRD approval. Density increases granted which were based upon preservation of existing trees shall be forfeited if such trees are removed between the time of preliminary and final approval and issuance of building permits.	5 percent increase above the base density of the zone.
b. Retention or creation of a perimeter buffer, composed of existing trees and vegetation, additional plantings, and/or installation of fencing or landscaping , in order to improve design or compatibility between neighboring land uses.	1 bonus unit per 500 lineal feet of perimeter buffer retained, enhanced or created (when not otherwise required by city code).
<u>c. Installation of perimeter fencing or landscaping, in order to improve design or compatibility between neighboring land uses.</u>	<u>1 bonus unit per 500 lineal feet of perimeter fencing or landscaping installed (when not otherwise required by city code).</u>
d. Project area assembly involving 20 acres or more, incorporating a mixture of housing types (detached/attached) and densities.	10 percent increase above the base density of the zone.
e. Private park and open space facilities integrated into project design.	5 bonus units per improved acre of park and open space area. Ongoing facility maintenance provisions are required as part of RDI approval.

EXHIBIT A

<p>8. Energy Conservation</p> <p>a. Benefit units that incorporate conservation features in the construction of all on-site dwelling units qualifying as Energy Star homes per Washington State Energy Code, as amended. Construction of a certified Leadership in Energy and Environmental Design (LEED), Evergreen Sustainable Development Standard (ESDS), Built Green, or other equivalent certified energy efficient unit as approved by the director.</p>	<p>0.10 bonus unit per benefit unit that achieves the required savings. 0.20 bonus unit for each certified unit constructed.</p>
<p>9. Low Impact Development (LID)</p> <p>a. Integration of LID measures in project design and storm water facility construction.</p>	<p>5 – 10 percent increase over base density (range dependent on degree of LID integration in project design and construction).</p>
<p>10. Pedestrian Connections and Walkability</p> <p>a. Construction of an identified pedestrian/bicycle deficiency (per city of Marysville improvement plan). Improvements may consist of paved shoulder, sidewalk or detached path or walkway depending on adjoining conditions.</p>	<p>1 bonus unit per 75 lineal feet of frontage improvement (curb, gutter, sidewalks) on minor arterial streets. (Fee in lieu of improvement at \$15,000 per bonus unit.) 1 bonus unit per 100 lineal feet of frontage improvement (curb, gutter, sidewalks) on neighborhood collector or collector arterial streets. 1 bonus unit per 300 lineal feet of walkway improvement (7-foot paved shoulder or walkway). (Rate may be increased if additional right-of-way is required.)</p>
<p><u>11. Critical Areas Buffer Enhancement</u></p> <p><u>Enhancement of a degraded critical areas buffer, in accordance with MMC Chapter 22E.010 Critical Areas Management.</u></p>	<p><u>1 bonus unit per acre of buffer enhancement.</u></p>

22C.090.040 Density bonus recreation features.

(1) Active recreation features qualifying for a density bonus shall include one or more of the following:

- (a) Multipurpose sport court;
- (b) Basketball court;
- (c) Tennis court;
- (d) Tot lot with play equipment (soft surface);
- (e) Any other active recreation use approved by the director.

(2) Passive recreation qualifying for density bonus shall include one or more of the following:

- (a) Open play areas;
- (b) Pedestrian or bicycle paths;
- (c) Picnic areas with tables and benches;
- (d) Gazebos, benches and other resident gathering areas;
- (e) Community gardens;

EXHIBIT A

- (f) Nature interpretive areas;
 - (g) Waterfalls, fountains, streams;
 - (h) Any other passive recreation use approved by the director.
- (3) Design in ponds as dual use storm water retention/detention and/or recreation facilities.
- (a) The facility should be designed with emphasis as a recreation area, not a storm water control structure. The majority of the storm water retention/detention tract shall be designed as usable open recreation area.
 - (b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.
 - (c) Ponds used as recreation areas shall have a curvilinear design with a shallow water safety bench.

22C.090.050 Rules for calculating total permitted dwelling units.

The total dwelling units permitted through RDI review shall be calculated using the following steps:

- (1) Calculate the number of dwellings permitted by the base density of the site in accordance with Chapters [22C.010](#) and [22C.020](#) MMC;
- (2) Calculate the total number of bonus dwelling units earned by providing the public benefits listed in MMC [22C.090.030\(5\)](#);
- (3) Add the number of bonus dwelling units earned to the number of dwelling units permitted by the base density;
- (4) Round fractional dwelling units down to the nearest whole number; and
- (5) On sites with more than one zone or zone density, the maximum density shall be calculated for the site area of each zone. Bonus units may be reallocated within the zone in the same manner set forth for base units in MMC [22C.010.230](#) and [22C.020.200](#).

22C.090.060 Review process.

- (1) All RDI proposals shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn extra density as follows:
 - (a) For the purpose of this section, a primary proposal is defined as a proposed rezone, ~~subdivision or short subdivision, binding site plan, or site plan review conditional use permit or commercial building permit~~;
 - (b) When the primary proposal requires a public hearing, the public hearing on the primary proposal shall serve as the hearing on the RDI proposal, and the reviewing authority shall make a consolidated decision on the proposed development and use of RDI;
 - (c) When the primary proposal does not require a public hearing under this title, ~~the community development director shall administratively make a consolidated decision on the proposed development and use of RDI. RDI proposal shall be subject to the decision criteria for conditional use permits outlined in MMC 22G.010.410 and to the procedures set forth for community development director review in this title; and~~
 - (d) The notice for the RDI proposal also shall include the development's proposed density and a general description of the public benefits offered to earn extra density.
- (2) RDI applications which propose to earn bonus units by dedicating real property or public facilities shall include a letter from the applicable receiving agency certifying that the proposed dedication qualifies for the density incentive and will be accepted by the agency or other qualifying organization. The city of Marysville shall also approve all proposals prior to granting density incentives to the project. The proposal must meet the intent of the RDI chapter and be consistent with the city of Marysville comprehensive plan.

EXHIBIT A

22C.090.070 Minor adjustments in final site plans.

When issuing building permits in an approved RDI development, the department may allow minor adjustments in the approved site plan involving the location or dimensions of buildings or landscaping, provided such adjustments shall not:

- (1) Increase the number of dwelling units;
- (2) Decrease the amount of perimeter landscaping (if any);
- (3) Decrease residential parking facilities (unless the number of dwelling units is decreased);
- (4) Locate structures closer to any site boundary line; or
- (5) Change the locations of any points of ingress and egress to the site.

22C.090.080 Applicability of development standards.

- (1) RDI developments shall comply with dimensional standards of the zone with a base density most closely comparable to the total approved density of the RDI development.
- (2) RDI developments in the R-12 through R-28 zones and the mixed use zone shall be landscaped in accordance with Chapter [22C.120](#) MMC.
- (3) RDI developments shall provide parking as follows:
 - (a) Projects with 100 percent affordable housing shall provide one off-street parking space per unit. The community development director may require additional parking, up to the maximum standards for attached dwelling units, which may be provided in common parking areas.
 - (b) All other RDI proposals shall provide parking consistent with Chapter [22C.130](#) MMC.
- (4) RDI developments shall provide on-site recreation space at the levels required in MMC [22C.010.320](#) and [22C.020.270](#).

DRAFT

PLANNING
COMMISSION



MINUTES

November 14, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the November 14, 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, Planning Manager Chris Holland, Senior Planner Angela Gemmer

Absent: None

APPROVAL OF MINUTES

September 12, 2017

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the September 12, 2017 Meeting Minutes.

Commissioner Hoen submitted a paragraph to replace his comments in the first full paragraph of page 2 of the minutes from September 12, 2017 meeting.

Motion passed unanimously to approve the minutes as amended (7-0).

AUDIENCE PARTICIPATION

None

PUBLIC HEARING

DRAFT

- A. Code Amendment – MMC Section 22E.010.100(5)(b) proposing to allow Category I and II wetlands to pursue a 25 percent buffer reduction if the specific criteria in MMC Section 22E.010.100(5)(b) are met. Minor amendments are also proposed in order to refer to the most current manuals, forms and scoring system when evaluating wetlands.

The hearing was opened at 7:04 p.m.

Staff Presentation: Senior Planner Gemmer reviewed the proposed amendments which are a cleanup to the Critical Areas Code. The one substantive change would be to allow wetland buffer reductions for Category I and II wetlands when the current requirements in code for buffer reductions are met. There are additional updates to reference the current publication that DOE uses for their wetland rating system for Western Washington which the City is already required to use. She reviewed Ecology's wetland category and function score conversion tables. She explained there is an additional change that is proposed to reorganize the wetland buffer table in Section 22E.010.100(4) to enhance clarity.

Public Testimony:

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, expressed concern about the proposed changes and the inability of developers to get scores under 5 with the state's new scoring system. He stated that developers in other jurisdictions in Snohomish County where this has already been implemented have had a lot of problems. In order to get the standard buffer under the old system, as per the table in the Critical Area Ordinance, you have a score under 20. Under the new system, in order to get the standard buffer you have to score less than 5 for the habitat score. Several projects scored well under the old system, but scored 5's and 6's on the new system. He expressed concerns about discrepancies between the two systems and the potential requirement for increased buffers as a result. Most of the consultants they have worked with say they rarely, if ever, have gotten habitat scores under 5.

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, thanked the Planning Commission for taking the time to review this very technical information. She stated that all three amendments tonight were requests from the building community to help incentivize development in Marysville. She concurred with Mr. Ash's concerns and asked that the Commission consider the impacts of this very carefully. She agreed that it is nearly impossible to get a score of 4 and relayed an example of how this would play out on real projects. She requested that staff take another look at this. She noted that Master Builders is also working with the legislature to help them understand the impacts.

Senior Planner Gemmer clarified that while these score changes aren't codified, Marysville's code already requires that the State's most current revised manual be used so this is how the code is being applied. The code states that, ". . . wetlands shall be classified using Ecology's current Wetland Rating System for Western Washington or as amended hereafter." Planning Manager Holland concurred and noted that the only

substantial change being proposed is for the reductions for the Category I and II wetlands.

Chair Leifer recalled from previous discussions that the cities' hands are pretty much tied on this issue. Planning Manager Holland agreed that their hands are tied unless each individual community wants to go out and hire a consultant, do a Best Available Science study, rework their entire code, and have Ecology approve it. This would be very costly and time consuming.

Chair Leifer asked about the history on this and what efforts are being made at the state level with the legislature to make some changes. Planning Manager Holland replied that staff hasn't noticed a change in application of the scores across the city based on the new rating form. He reviewed the reasoning for the proposed change to allow reductions to Category I and II wetland buffers which is the only substantive change being proposed tonight. The other change is just to address outdated language.

Angie Sievers addressed the question about what is being done at the state level and explained that Master Builders has been in conversations with DOE. Next week they are meeting with state legislators because there are some projects in the south part of the region that are being severely restricted by this. She agrees that this would only impact specific projects. She discussed how this would impact buildable lands and growth potential in the City. She pointed out that there are some other cities that are not formally adopting the updated regulations.

Chair Leifer asked staff's opinion on postponing action on this. Planning Manager Holland stated that it would be fine. Category 1 and 2 wetlands would just stay as they are and the code will continue to function as it has since 2005. Chair Leifer asked Ms. Sievers if her opinion is that they should postpone action. She expressed concern about adopting the updated regulations. Director Koenig reiterated that the City's code already adopts the most current version; this just makes it clearer.

Chair Leifer asked Mr. Ash to explain again why staff should not move forward with this. Merle Ash clarified that they are in support of adopting the manual, but not of changing the classification of wetlands themselves. The developers' main concern is with the requirement for wildlife habitat scores of 4 or less in order to get standard buffers.

Chair Leifer asked staff how they could accomplish changing the numbers without breaching the intent of the code. Senior Planner Gemmer explained that they can't just change numbers from what the DOE Manual requires. Any proposed changes have to be based on Best Available Science and would require a thorough study. She explained that Marysville has very conservative and predictable wetland buffers compared to other jurisdictions.

Chair Leifer solicited feedback from other commissioners.

- Commissioner Thetford spoke to concerns, but noted that Ecology is the one who would need to make changes.

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- Commissioner Whitaker spoke in support of moving forward with what staff is proposing. He noted that they could always review this in the future if needed.
- Commissioner Smith concurred.
- Commissioner Richards commended staff's work and noted that Ecology has told them what they have to do. This would align the City's regulations with what they have to do anyway.
- Commissioner Andes expressed frustration about the situation, but indicated that their hands are tied.
- Commissioner Hoen spoke in support of approving this as recommended by staff and then letting the City Council address any concerns they might have.

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to move the amendments forward as presented. **Motion** passed unanimously (7-0).

The hearing was closed at 8:10 p.m.

- B. Code Amendment – MMC Chapter 22C.090 Residential Density Incentives, including bonus allowances for contributions towards an identified capital improvement, energy conservation, critical areas buffer enhancement and clarifying the administrative review process.

The hearing was opened at 8:10 p.m.

Staff Presentation: Planning Manager Holland reviewed the proposed amendments which would add an RDI for contribution to identified capital improvement projects, reorganize Section 7(b) and 7(c) for clarification purposes, update Section 8 to add LEED evergreen standards and built-green units, and add a new Section 11 providing for a bonus for critical areas buffer enhancements. The City received comments from Master Builders related to energy conservation. What staff has proposed is a .20 bonus unit per certified unit. Master Builders has asked for a .25 or .33 bonus unit per unit constructed. Planning Manager Holland noted that staff has already increased it 100% from .10 to .20. Another comment received was related to critical areas buffer enhancement. Master Builders has requested a bonus unit per quarter acre or half acre instead of staff's recommendation of one bonus unit per acre of buffer enhancements. He reviewed examples of what this would look like for a project.

Chair Leifer asked if staff has any data about what the cost to enhance an acre of wetland might be. Senior Planner Gemmer replied it was in a packet a couple meetings ago. Planning Manager Holland explained that more than the cost of the actual enhancement, the concerns related to the increased costs due to the requirement for five years of maintenance and monitoring.

Commissioner Richards referred to number 8 and asked about inserting language related to "other energy efficient unit as approved by the director." Planning Manager Holland noted that it is already required, but this might clarify it.

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Public Testimony:

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, commended staff's work on this. She expressed concerns about the costs to developers to update degraded buffers and maintain them long-term. She spoke in support of Master Builders request to increase bonus units per acre in order to incentivize builders in Marysville to build green.

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, commended staff for their work. He feels it works really well with Planned Residential Developments. He would like to see this applied to a half acre instead of an acre to due costs.

Planning Manager Holland reviewed staff's justification for the one acre size, but indicated that the Commission could modify this if desired.

The public testimony portion of the hearing was closed at 8:35 p.m.

Motion made by Commissioner Thetford, seconded by Commissioner Andes, to amend verbiage on item 11, Critical Areas Buffer Enhancement, from one bonus unit per one acre of buffer enhancement to two bonus unit per acre and an amendment to the energy conservation Section 8 to include "or equivalent energy efficient unit as approved by the director." **Motion** failed 2-5.

Motion made by Commissioner Richards, seconded by Commissioner Hoen, to forward this to City Council with an amendment to the energy conservation Section 8 to include ". . . or equivalent energy efficient unit as approved by the director." **Motion** passed unanimously.

The hearing was closed at 8:46 p.m.

- C.** Code Amendment – MMC Chapter 22G.090 Subdivisions and Short Subdivisions delegating final plat approval authority to the Community Development Director and City Engineer in compliance with Senate Bill 5674, which amended RCW 58.17.100, 58.17.170 and 58.17.190.

The hearing was opened at 8:46 p.m.

Staff Presentation: Planning Manager Holland explained that the legislature passed amendments to the subdivision law which would make final plat review an administrative process rather than going to City Council. This would save a tremendous amount of time for the developers and would streamline the process.

Public Testimony:

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, spoke in support of this amendment.

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Merle Ash, 18820 3rd Avenue NE, Arlington, WA, also spoke in support of this item.

Motion made by Commissioner Richards, seconded by Commissioner Andes, to forward this to City Council. **Motion** passed unanimously (7-0).

The hearing was closed at 8:53 p.m.

Director Koenig thanked Angie Sievers and Merle Ash for their efforts in working with staff on the proposed amendments tonight.

NEW BUSINESS

- Code Amendment – Miscellaneous Light Manufacturing Uses proposed to be a permitted use in the General Commercial (GC) Zone.

Director Koenig introduced this item and noted that it would be coming back to the Commission for review.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 9:02 p.m. **Motion** passed unanimously.

NEXT MEETING: TBD

Laurie Hugdahl, Recording Secretary

PLANNING COMMISSION



MINUTES

September 12, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the September 12, 2017 meeting to order at 7:00 p.m.

Marysville

Chairman: Steve Leifer

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

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer

Excused Absence: Brandon Whitaker (excused)

APPROVAL OF MINUTES

July 25, 2017

Commissioners Kay Smith and Kelly Richards asked to have their absences from the July 25 meeting excused.

Motion made by Commissioner Andes, seconded by Commissioner Thetford, to approve the July 25, 2017 Meeting Minutes as amended. **Motion** passed unanimously (4-0) with Commissioners Richards and Smith abstaining as they were not at the July 25 meeting.

AUDIENCE PARTICIPATION

None

NEW BUSINESS

A. Residential Density Incentives (RDI) Amendments

Senior Planner Gemmer reviewed this item as contained in the Planning Commission packet.

Commissioner Hoen expressed concern about increases to residential density. The State Healthy Youth Survey shows that four out of ten school age children in the Marysville School District do not know an adult in the neighborhood to go to in need of help. The current trend in building residential housing is rows of garage doors with virtually no front or side yards for family use and neighbor interaction contributes to this isolation.

Chair Leifer asked to what extent Master Builders' input has been integrated into these documents. Senior Planner Gemmer explained that the Built Green concept will likely be incorporated, but it needs a little more direction from the Director. Staff took the other comment seriously and did research to see what makes sense in the RDI. Staff feels what is being proposed makes the most sense.

Planning Manager Holland added that currently if you are building on land with any critical areas and the buffer is degraded, the requirement is to enhance it and do 3-5 years of monitoring on it. Master Builders and others have expressed concerns that this is a significant cost. By bringing it forward and offering it as a density incentive seems like a worthwhile benefit for all developments.

Commissioner Richards commented that this would increase the density, but the roads are already a mess. How is the City resolving this? Planning Manager Holland explained that a project cannot be approved unless it meets concurrency with the level of service. Commissioner Richards asked if the \$15,000 fee in lieu would go toward roads. Planning Manager Holland replied that it could. It would go into a fund where it could be used for a variety of improvements.

Commissioner Andes asked if someone would get two bonus units if they contributed \$30,000. Planning Manager Holland replied that they would receive one bonus unit per \$15,000 contribution. He added that staff will bring back additional information about the Green Built after discussing it more with staff.

Commissioner Richards noted that this is good for the development community, but he wondered if it was also good for the citizens of Marysville. Senior Planner Gemmer thought that it was a win-win because it helps builders get more density and also completes necessary projects in the community. Planning Manager Holland commented that Marysville is one of just a couple cities in the state that do this sort of thing in order to get a public benefit out of a development. He added that it is mainly utilized for multifamily projects and planned residential developments.

Commissioner Andes asked how much of an increase in units staff expects to see with these changes. Senior Planner Gemmer and Planning Manager Holland thought that the largest was 6-8 units, but normally they see 2-3 units. Space is a limiting factor

because builders still have to meet the minimum lot size requirements, road width requirements, etc.

Chair Leifer asked for confirmation that the area of wetlands in a parcel in a PRD can be multiplied times the density allowed on the site and transferred to the overall PRD number of units allowed. Planning Manager Holland confirmed that was accurate. Stream channels would not be included, but the wetlands and their buffers can all be included toward achieving density. He explained that the PRD code would allow someone to do smaller lot sizes or alternative road sections, but this is not too common as most builders are moving toward larger lot sizes these days.

B. Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems References Updates, and Wetland Buffer Reductions

Senior Planner Gemmer explained that this would strike the category III and IV wetland references from the section that allows for critical area buffer reduction, thereby opening up the possibility to do a 25% buffer reduction to category I and II wetlands that meet the same criteria that category III and IV wetlands would be subject to. There are also updates to obsolete references in the code to be consistent with the current wetland rating manual and applicable regional supplements. Additionally, there would be an amendment to the point system to match the current scoring system adopted by Ecology.

Senior Planner Gemmer explained that staff received some comments from Master Builders and local developers who are concerned about the ability to actually get a reduction with the way the point system is. Staff feels that with the current best available science analysis that the existing critical areas code was based on, alterations to the points references in code would not be possible without revisiting best available science. Staff is not able to make adjustments to the point system without revisiting all of it and having a justification to present to Ecology. At this time staff still intends to open up the buffer reduction eligibility by making the changes described above. Senior Planner Gemmer explained that one of the concerns from Master Builders was that it is not possible to obtain a habitat score of 4 points; however staff reviewed recent projects that have been submitted under the 2014 ratings form and found that half of the wetlands they have seen so far have achieved a 4 in habitat score.

Planning Manager Holland commented that staff is not changing the allowances for buffer reductions. They are just changing the reference. Master Builders' concerns about not being able to get a score of 4 is a global issue that needs to be addressed with the legislature and Ecology. The City is not able to change the State's points system, and adjustments in the current code would require new best available science.

Commissioner Andes asked if there is any chance that a Category IV wetland can just be eliminated from a project. Planning Manager Holland explained that the Department of Ecology allows the City to exempt Category IV wetlands that are less than .1 of an acre. The Corps has changed their requirements, and you have to get Corps approval

for any wetland that you want to fill. The City has found that nobody wants to deal with the Corps because it takes too long to get a permit. The City has also allowed a "paper fill" where you put critical areas fence around it with signage and reduce the buffer. It would then be set aside in perpetuity as a natural growth protection area.

Planning Manager Holland stated that the City has a good relationship with the development community. They will continue to work to make this equitable for both the development community and the citizens of Marysville. Chair Leifer commented that he doesn't see developer interest and community interest as mutually exclusive. The availability of reasonably priced lots and houses is getting scarce which forces some people to move further out in order to be able to afford a home.

CITY COUNCIL AGENDA ITEMS AND MINUTES

COMMISSIONER COMMENTS

Commissioner Hoen brought up an issue someone raised to him about a Marysville resident who is being allowed to build a commercial shop in the middle of a residential area. The person in question doesn't live there, but he owns the property. Senior Planner Gemmer recalled that there was a duplex on the lot and this was proposed as a shop, but she wasn't familiar with the specific details. Planning Manager Holland explained that a commercial business would not be allowed in a residential area, but a home occupation would. Staff indicated they would look into this. Commissioner Hoen agreed with Commissioner Richards about the importance of doing what is good for the citizens as well as developers.

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Thetford, to adjourn the meeting at 7:55 p.m. **Motion** passed unanimously (6-0).

NEXT MEETING:

November 14, 2017



Chris Holland, Planning Manager, for:
Laurie Hugdahl, Recording Secretary

From: [Merle Ash](#)
To: [Chris Holland](#); [Angie Sievers](#)
Cc: [David Koenig](#); [Angela Gemmer](#)
Subject: RE: Marysville - RDI DRAFT Amendments
Date: Thursday, August 10, 2017 7:28:35 PM

Thank you Chris for copy of the RDI Draft Amendments. I think they are great. I do have a couple of comments to offer.

On 8. Energy Conservation: I would like to suggest the City add "Built Green" to the options.

11. Critical Area Buffer Enhancements: One acre of enhancement could cost \$20,000 to even \$50,000 fairly easily. To encourage this option and to encourage good enhancement efforts I would think it might be more appropriate at 1 bonus unit per ¼ acre or at most 1 per ½ acre.

Thank you for the opportunity to provide comments and I look forward to updating my "spreadsheet". ☺

Merle Ash

Land Technologies, Inc.
18820 3rd Ave NE
Arlington WA 98223
360-652-9727
Merle@landtechway.com

From: Chris Holland [mailto:CHolland@marysvillewa.gov]
Sent: Wednesday, August 9, 2017 2:56 PM
To: Angie Sievers
Cc: David Koenig; Angela Gemmer; Merle Ash
Subject: Marysville - RDI DRAFT Amendments

Angie-

Attached is the RDI DRAFT Amendments. We will likely be taking to PC workshop on September 12th. Any comments are welcomed.

Thank you,

Chris Holland | Planning Manager

CITY OF MARYSVILLE
 Community Development Department
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September 6, 2017

Marysville Planning Commission
1049 State Avenue
Marysville, WA 98270

Re: Proposed Residential Density Incentives and Critical Areas Ordinance (CAO):
Wetland Delineation Manual and Rating Systems References Updates, and Proposed
Wetland Buffer Reductions

Dear Commissioners,

On behalf of the Master Builders Association of King and Snohomish Counties (MBA) and its nearly 2,800 member companies, we appreciate the opportunity to work with City staff and the opportunity to provide comment on MMC Chapter 22C.090 RDI-DRAFT3 and Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems References Updates, and Proposed Wetland Buffer Reductions as outlined below.

Residential Density Incentives

- In 22C.090.0300 Chart, Benefit 8: MBA politely requests inclusion of Built Green Residential Standards (BG) at 0.25 or 0.33 bonus units per certified BG unit. Utilization of LEED certification is cost intensive for residential, however widely recognized and utilized for commercial projects. ESDS standards are required for affordable housing development and have a lower threshold for certification in comparison to BG standard. Thus, to incentivize utilization of green development in residential market rate product, an increase to 0.25 or 0.33 would encourage desired utilization.
- In 22C.090.0300 Chart, Benefit 11: Critical Areas Buffer Enhancement. To encourage effective restorative efforts where wetland enhancement could cost upwards of \$25,000. An adjustment from one bonus unit per one acre of restoration to one bonus unit per $\frac{1}{4}$ or $\frac{1}{2}$ acre would reduce barriers to utilization of this incentive.

Additionally, this section requires buffer enhancement when the "existing wetland buffer area plantings provide minimal vegetative cover and cannot provide the minimum water quality or habitat functions, buffer enhancement is required." If buffer enhancement is required, then buffer width reductions should be allowed up to 25 percent outright and without subject to the requirements of subsection (5)b.



Critical Areas Ordinance (CAO): Wetland Delineation Manual and Rating Systems Reference Updates, and Proposed Wetland Buffer Reductions.

Multiple MBA members expressed concern relevant to the proposed draft incentive provided by City staff in early August. Incentives will not be utilized as drafted as it has been experienced by builders, that under the new wetland ratings, habitat scores are a minimum of 5 pts, thus ineligible for utilization of wetland buffer reductions scoring 1-4 points. MBA recognizes jurisdictions reference Department of Ecology to determine appropriate scoring guidelines. We kindly request the following adjustments to the drafted amendments, to allow for incentive utilization:

- Critical Area Buffer Reduction, Page 2, Paragraph 3 (v): wetland scores change from 4 to 5.
- 22E.010.100 Wetland buffer areas, Page 4, (5)(b)(v): The wetland scores 19 points (drafted to 4), requested change to 7 in place of 4.
- 22E.010.100 Wetland buffer areas, Page 5, (6)(a): When the qualified scientific professional determines, based upon a site-specific wetland analysis, that for Category III and IV wetlands the habitat value equals or exceeds 20 (drafted change to 5), requested change to 6-7. And for Category II wetlands the habitat value equals or exceeds 29 points (drafted change to 8), requested change to 5-8.

Thank you again for the opportunity to comment on the proposed amendments for residential development enhancements. Please feel free to contact me with any questions you might have, asievers@mbaks.com or 425-460-8204.

Warm regards,
Angie Sievers

Snohomish County Manager

Cc: Dave Koenig, Chris Holland, Angela Gemmer, Cheryl Dungan, Amy Hess, Gloria Hirashima

Enclosures: MMC Chapter 22C.090 RDI-DRAFT3 and Document, 20170724095430849



November 29, 2017

The Honorable Jon Nehring
Marysville City Council
1049 State Avenue
Marysville, WA 98270

RE: Proposed Amendments for Critical Areas, Residential Density Incentives, and Administrative Approval of Final Plat or Subdivisions

Dear Mayor Nehring, and Councilmembers:

Thank you for the opportunity to provide comment on the proposed amendments for critical areas, residential density incentives, and the administrative approval of final plat or subdivisions. On behalf of more than 2,900 member companies of the Master Builders Association King and Snohomish County (MBA), our members have a deep understanding of bringing affordable options to the new home market. We applaud those jurisdictions that recognize the need for innovative solutions and create predictability and certainty for home builders and consumers alike.

Jurisdictions are required to regularly update their critical areas ordinances, however, those that have updated to the most current Ecology guidelines have also experienced an unintentional reduction in commercial and residential capacity. Marysville's proposed critical areas amendment was reviewed by MBA members who expressed great concern about its current form. We encourage the City to be mindful in order to protect its valuable, diminishing supply of buildable lands.

Members of the MBA support code amendments to include all wetland categories for buffer enhancement incentives. This also requires amendments to update an additional section 22E.010.100(5) and (6), where MBA consultants have experienced it to be near impossible to achieve a wetland buffer habitat value of less than 5 points throughout all jurisdictions. The language proposed in MMC Section 22E.010.100(6) Option C, addresses this problem which would otherwise trigger an automatic 25% buffer width increase on all projects. The MBA supports the adoption of Option C relative to this code section.

The MBA has been working with Marysville to develop residential density incentives intended to create desirable public benefits including capital improvements, environmental or green building, and benefit for wetland buffer enhancement. The proposed language for capital improvements and environmental development incentives appear to be valuable given current market conditions.



In the City of Marysville many development sites have degraded buffers where buffer enhancement is desirable, and subsequently incurred costs are passed on to homebuyers. These costs include not only the initial capital expense, but also additional dollars associated with the monitoring and bonding of these required site improvements. The MBA has expressed a desire for an incentive to partially offset the cost of these improvements at one density bonus per ½ acre of buffer enhancement. This is proportionate to the total cost, including capital, monitoring, and bonding project investments and would encourage investment in environmental improvements.

The final amendment being considered, would delegate approval of final plat or subdivisions to the Community Development Director and Public Works Director as is current process for final approval of short subdivisions. Revision to Marysville RCW 58.17.100, 58.17.170, and 58.17.190 would be consistent with Senate Bill 5674, where local jurisdictions have the option to adopt the provision. This change would preserve current opportunities for public comment, reduce burden on staff in preparing for council hearing, and reduce incurred project costs waiting weeks for council approval. Other jurisdictions that have adopted this legislation are Snohomish County and Lynnwood, and the MBA strongly encourages the Council to adopt the proposed language.

The amendments brought before you represent a significant amount of work and collaboration on behalf of your city staff and the development community. The MBA is sincerely appreciative for the opportunity to collaborate with the City of Marysville on solutions that benefit all interests.

Thank you for your consideration. If you have any questions, please feel free to contact me at asievers@mbaks.com or (425) 460-8204.

Sincerely,

Angie Sievers

Angie Sievers
 Snohomish County Manager
 Master Builders Association of King and Snohomish Counties

cc: Gloria Hirashima, City Administrator; Dave Koenig, Community Development Director; Angela Gemmer, Senior Planner; Chris Holland, Planning Manager

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
RELATING TO RESIDENTIAL DENSITY INCENTIVES, AMENDING
SECTIONS 22C.090.030 AND 22C.090.060 OF THE MARYSVILLE
MUNICIPAL CODE.**

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

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

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

WHEREAS, the City, in reviewing and amending its 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, the development code amendment is consistent with the following required findings of MMC 22G.010.500:

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

WHEREAS, the Planning Commission discussed the above-referenced amendment during a public meeting held on September 12, 2017; and

WHEREAS, on November 14, 2017, the Marysville Planning Commission held a duly-advertised public hearing; and

WHEREAS, on November 14, 2017, the Marysville Planning Commission recommended City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on December 11, 2017, the Marysville City Council reviewed and considered the Marysville Planning Commission’s Recommendation and proposed amendments to the City’s development regulations; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on October 31, 2017, seeking expedited review under RCW 36.70A.160(3)(b) in compliance with the procedural requirement under 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);

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

Section 1. Amendment of Municipal Code. MMC Section 22C.090.030, entitled “Public benefits and density incentives,” is hereby amended as follows:

22C.090.030 Public benefits and density incentives.

(1) The public benefits eligible to earn increased densities, and the maximum incentive to be earned by each benefit, are set forth in subsection (54) of this section. The density incentive is expressed as additional bonus dwelling units (or fractions of dwelling units) earned per amount of public benefit provided. Where a range is specified, the earned credit will be determined by the community development director during project review.

(2) Bonus dwelling units may be earned through any combination of the listed public benefits.

(3) Residential development in R-12 through R-28 zones with property-specific development standards requiring any public benefit enumerated in this chapter shall be eligible to earn bonus dwelling units as set forth in subsection (54) of this section when the public benefits provided exceed the basic development standards of this title. When a development is located in a special overlay district, bonus units may be earned if the development provides public benefits exceeding corresponding standards of the special district.

~~(4) The guidelines for affordable housing bonuses, including the establishment of rental levels, housing prices and asset limitations, will be updated and adopted annually by the community development department. The update shall occur no later than June 30th of each year.~~

(54) The following are the public benefits eligible to earn density incentives through RDI review:

Benefit	Density Incentive
1. Affordable Housing a. Benefit units consisting of rental housing permanently priced to serve nonelderly low-income households (i.e., no greater than 30 percent of gross income for household at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city shall be recorded at final approval.	1.5 bonus units per benefit, up to a maximum of 30 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 30 low-income units.

<p>b. Benefit units consisting of rental housing designed and permanently priced to serve low-income senior citizens (i.e., no greater than 30 percent of gross income for one- or two-person households, one member of which is 62 years of age or older, with incomes at or below 50 percent of Snohomish County median income, adjusted for household size). A covenant on the site that specifies the income level being served, rent levels and requirements for reporting to the city of Marysville shall be recorded at final approval.</p>	<p>1.5 bonus units per benefit, up to a maximum of 60 low-income units per five acres of site area; projects on sites of less than five acres shall be limited to 60 low-income units.</p>
<p>c. Benefit units consisting of mobile home park space or pad reserved for the relocation of an insignia or noninsignia mobile home that has been or will be displaced due to closure of a mobile home park located in the city of Marysville.</p>	<p>1.0 bonus unit per benefit unit.</p>
<p>2. Public Facilities (Schools, Public Buildings or Offices, Trails and Active Parks)</p> <p>a. Dedication of public facilities site or trail right-of-way meeting city of Marysville or agency location and size standards for the proposed facility type.</p>	<p>10 bonus units per usable acre of public facility land or one-quarter mile of trail exceeding the minimum requirements outlined in other sections of this title.</p>
<p>b. Improvement of dedicated public facility site to city of Marysville standards for the proposed facility type.</p>	<p>2 – 10 (range dependent on facility improvements) bonus units per acre of improvement. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.</p>
<p>c. Improvement of dedicated trail segment to city of Marysville standards.</p>	<p>1.8 bonus units per one-quarter mile of trail constructed to city standard for pedestrian trails; or 2.5 bonus units per one-quarter mile of trail constructed to city standard for multipurpose trails (pedestrian/bicycle/equestrian). Shorter segments shall be awarded bonus units on a pro rata basis. If the applicant is dedicating the site of the improvements, the bonus units earned by improvements shall be added to the bonus units earned by the dedication.</p>
<p>d. Dedication of open space, meeting city of Marysville acquisition standards, to the city, county or a qualified public or private organization such as a nature conservancy.</p>	<p>2 bonus units per acre of open space.</p>
<p>3. Community Image and Identity</p> <p>a. Installation and/or dedication of an identified city gateway (per city of Marysville gateways master plan).</p>	<p>5 bonus units per "medium scale — cantilevered" gateway installation (final design, landscaping and signage). 6 bonus units per "large scale — horizontal" gateway installation (final design, landscaping and signage).</p>

<p><u>Contribution towards an identified capital improvement project, including, but not limited to parks, roadways, utilities, gateway sign, etc.</u></p>	<p>10 bonus units per "informational reader board" gateway installation (final design, landscaping and signage). 10 bonus units per civic space gateway (Comeford Park) improvement (final design, landscaping and signage). 5 bonus units per large gateway improvement (final design, landscaping and signage).</p> <p>\$15,000 per bonus unit.</p>
<p>4. Historic Preservation</p> <p>a. Dedication of a site containing an historic landmark to the city of Marysville or a qualifying nonprofit organization capable of restoring and/or maintaining the premises to standards set by Washington State Office of Archaeology and Historic Preservation.</p>	<p>0.5 bonus unit per acre of historic site.</p>
<p>b. Restoration of a site or structure designated as an historic landmark.</p>	<p>0.5 bonus unit per acre of site or 1,000 square feet of floor area of building restored.</p>
<p>5. Locational/Mixed Use</p> <p>a. Developments located within one-quarter mile of transit routes, and within one mile of fire and police stations, medical, shopping, and other community services.</p>	<p>5 percent increase above the base density of the zone.</p>
<p>b. Mixed use developments over one acre in size having a combination of commercial and residential uses.</p>	<p>10 percent increase above the base density of the zone.</p>
<p>6. Storm Drainage Facilities</p> <p>Dual use retention/detention facilities.</p> <p>a. Developments that incorporate active recreation facilities that utilize the storm water facility tract.</p>	<p>5 bonus units per acre of the storm water facility tract used for active recreation.</p>
<p>b. Developments that incorporate passive recreation facilities that utilize the storm water facility tract.</p>	<p>2 bonus units per acre of the storm water facility tract used for passive recreation.</p>
<p>7. Project Design</p> <p>a. Preservation of substantial overstory vegetation (not included within a required NGPA). No increase in permitted density shall be permitted for sites that have been cleared of evergreen trees within two years prior to the date of application for PRD approval. Density increases granted which were based upon preservation of existing trees shall be forfeited if such trees are removed between the time of preliminary and final approval and issuance of building permits.</p>	<p>5 percent increase above the base density of the zone.</p>
<p>b. Retention or creation of a perimeter buffer, composed of existing trees and vegetation, <u>or</u> additional plantings, and/or installation of</p>	<p>1 bonus unit per 500 lineal feet of perimeter buffer retained, enhanced or created (when not otherwise required by city code).</p>

fencing or landscaping, in order to improve design or compatibility between neighboring land uses.	
<u>c. Installation of perimeter fencing or landscaping, in order to improve design or compatibility between neighboring land uses.</u>	<u>1 bonus unit per 500 lineal feet of perimeter fencing or landscaping installed (when not otherwise required by code).</u>
ed. Project area assembly involving 20 acres or more, incorporating a mixture of housing types (detached/attached) and densities.	10 percent increase above the base density of the zone.
ee. Private park and open space facilities integrated into project design.	5 bonus units per improved acre of park and open space area. Ongoing facility maintenance provisions are required as part of RDI approval.
8. Energy Conservation a. Benefit units that incorporate conservation features in the construction of all on-site dwelling units qualifying as Energy Star homes per Washington State Energy Code, as amended. <u>Construction of a certified Leadership in Energy and Environmental Design (LEED), Evergreen Sustainable Development Standard (ESDS), Built Green, or other equivalent certified energy efficient unit as approved by the director.</u>	0.10 bonus unit per benefit unit that achieves the required savings. <u>0.20 bonus unit for each certified unit constructed.</u>
9. Low Impact Development (LID) a. Integration of LID measures in project design and storm water facility construction.	5 – 10 percent increase over base density (range dependent on degree of LID integration in project design and construction).
10. Pedestrian Connections and Walkability a. Construction of an identified pedestrian/bicycle deficiency (per city of Marysville improvement plan). Improvements may consist of paved shoulder, sidewalk or detached path or walkway depending on adjoining conditions.	1 bonus unit per 75 lineal feet of frontage improvement (curb, gutter, sidewalks) on minor arterial streets. (Fee in lieu of improvement at \$15,000 per bonus unit.) 1 bonus unit per 100 lineal feet of frontage improvement (curb, gutter, sidewalks) on neighborhood collector or collector arterial streets. 1 bonus unit per 300 lineal feet of walkway improvement (7-foot paved shoulder or walkway). (Rate may be increased if additional right-of-way is required.)
<u>11. Critical Areas Buffer Enhancement</u> <u>Enhancement of a degraded critical areas buffer, in accordance with MMC Chapter 22E.010 Critical Areas Management.</u>	<u>1 bonus unit per acre of buffer enhancement.</u>

Section 2. Amendment of Municipal Code. MMC Section 22C.090.050, entitled “Rules for calculating total permitted dwelling units,” is hereby amended as follows:

22C.090.050 Rules for calculating total permitted dwelling units.

The total dwelling units permitted through RDI review shall be calculated using the following steps:

- (1) Calculate the number of dwellings permitted by the base density of the site in accordance with Chapters 22C.010 and 22C.020 MMC;
- (2) Calculate the total number of bonus dwelling units earned by providing the public benefits listed in MMC 22C.090.030(5);
- (3) Add the number of bonus dwelling units earned to the number of dwelling units permitted by the base density;
- (4) Round fractional dwelling units down to the nearest whole number; and
- (5) On sites with more than one zone or zone density, the maximum density shall be calculated for the site area of each zone. Bonus units may be reallocated within the zone in the same manner set forth for base units in MMC 22C.010.230 and 22C.020.200.

Section 3. Amendment of Municipal Code. MMC Section 22C.090.060, entitled "Review process," is hereby amended as follows:

22C.090.060 Review process.

(1) All RDI proposals shall be reviewed concurrently with a primary proposal to consider the proposed site plan and methods used to earn extra density as follows:

(a) For the purpose of this section, a primary proposal is defined as a proposed rezone, subdivision or short subdivision, binding site plan, or site plan review conditional use permit or commercial building permit;

(b) When the primary proposal requires a public hearing, the public hearing on the primary proposal shall serve as the hearing on the RDI proposal, and the reviewing authority shall make a consolidated decision on the proposed development and use of RDI;

(c) When the primary proposal does not require a public hearing under this title, the director shall administratively make a consolidated decision on the proposed development and use of RDI. RDI proposal shall be subject to the decision criteria for conditional use permits outlined in MMC 22C.010.410 and to the procedures set forth for community development director review in this title; and

(d) The notice for the RDI proposal also shall include the development's proposed density and a general description of the public benefits offered to earn extra density.

(2) RDI applications which propose to earn bonus units by dedicating real property or public facilities shall include a letter from the applicable receiving agency certifying that the proposed dedication qualifies for the density incentive and will be accepted by the agency or other qualifying organization. The city of Marysville shall also approve all proposals prior to granting density incentives to the project. The proposal must meet the intent of the RDI chapter and be consistent with the city of Marysville comprehensive plan.

Section 4. Amendment of Municipal Code. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"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>
_____	Residential Density Incentives	_____, 2017"

Section 5. 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 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM:	
Amendments to MMC Chapter 22G.090 <i>Subdivisions and Short Subdivisions</i> , related to amendments to RCW 58.17.100 authorizing local legislative authorities to delegate final plat approval to administrative personnel.	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. PC Recommendation, including: <ul style="list-style-type: none"> . Exhibit A – Recommended Amendments . Exhibit B – PC Public Hearing DRAFT Minutes 11.14.17 2. Public Comments 3. Senate Bill 5674 4. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Washington State Legislature passed Senate Bill 5674 amending RCW 58.17.100 to authorize local legislative authorities to delegate final plat approval to administrative personnel. Final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms with state law and local ordinance, final approval must be granted.

Under current provisions of the Marysville Municipal Code (MMC), when the community development director and city engineer certify the plat has met all conditions of preliminary approval it is sent to City Council for final approval. Delegating final plat approval to the community development director and city engineer would make the process more efficient and expedite the approval of final plats meeting all legal requirements.

The Marysville Planning Commission held a public hearing on November 14, 2017 to consider amendments to MMC Chapter 22G.090, *Subdivisions and Short Subdivisions*. At the public hearing the Planning Commission recommended City Council approve the amendments as reflected in the Recommendation and Adopting Ordinance, attached hereto.

RECOMMENDED ACTION:

Affirm the Planning Commission's recommendation adopting amendments to the Marysville Municipal Code Chapter 22G.090 *Subdivisions and Short Subdivisions*.



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

PC Recommendation - SB 5674 Final Subdivision Review

The Planning Commission of the City of Marysville, having held a public hearing on November 14, 2017, in review of amendments to MMC Chapter 22G.090 *Subdivisions and Short Subdivisions*, relating to an administrative approval process for final subdivisions, rather than having to be reviewed by City Council, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

FINDINGS:

1. The administrative review process for subdivisions was approved by the Washington Legislature in the passing of Senate Bill 5674.
2. The proposed amendment to the City's development regulations is exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments to MMC Chapter 22G.090 *Subdivisions and Short Subdivisions*, relating to an administrative approval process for final subdivisions, to the State of Washington Department of Commerce for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the State of Washington Department of Commerce acknowledging receipt of the DRAFT amendments to MMC Chapter 22G.090 *Subdivisions and Short Subdivisions*, relating to an administrative approval process for final subdivisions, on October 31, 2017 and processed with the material ID #24303. No comments were received from State Agencies.
5. The Planning Commission held a duly-advertised public hearing on November 14, 2017.
6. No public comments were received on the DRAFT amendments to MMC 22G.090 *Subdivisions and Short Subdivisions* relating to an administrative approval process for final subdivisions.

CONCLUSION:

At the public hearing, the Planning Commission recommended adoption of the amendments to MMC Chapter 22G.090 *Subdivisions and Short Subdivisions*, relating to an administrative approval process for final subdivisions attached hereto as **Exhibit A**, and as reflected in the Planning Commission Minutes, dated November 14, 2017, attached hereto as **Exhibit B**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of Approval of the development code amendments to MMC Chapter 22G.090 *Subdivisions and Short Subdivisions*, relating to an administrative approval process for final subdivisions, by the Marysville Planning Commission this 14th day of November, 2017.

By:

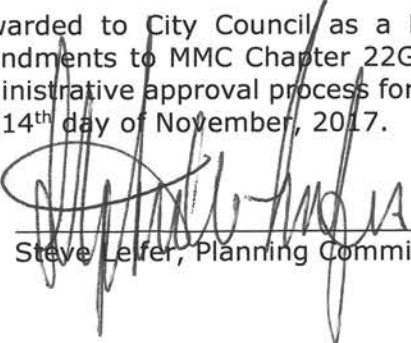

Steve Leifer, Planning Commission Chair

EXHIBIT A

22G.090.160 Approval of preliminary subdivision – Effect.

Approval of the preliminary subdivision shall constitute authorization for the applicant to develop the subdivision facilities and improvements as required in the approved preliminary subdivision. Development shall be in strict accordance with the plans and specifications as approved by the public works department and shall be subject to any conditions imposed by the hearing examiner ~~and city council.~~

22G.090.260 Review process – Action by city staff.

(1) Applicants for final subdivision approval shall file their final plats meeting all the requirements of Chapter 58.17 RCW and this title with the city's community development department. The community development department shall review the final plat and circulate it to other city departments to determine whether the requirements of this title have been met.

(2) The community development director and city engineer shall determine whether requirements of this title have been met. If the requirements have been met, they shall certify that the proposed final plat meets the requirements of Chapter 58.17 RCW and this title, ~~and forward a complete copy of the proposed plat to the city council.~~

(3) If either the community development director or the city engineer determines that the requirements of this title have not been met, the final plat shall be returned to the applicant for modification, correction or other action as may be required for approval; ~~provided, that the final plat shall be forwarded to the city council together with the determinations of the community development director and the city engineer, upon written request of the applicant.~~

(4) Pursuant to the requirements of RCW 58.17.150, neither the community development director nor the city engineer shall modify the requirements made in the hearing examiner approval of the preliminary plat when approving ~~making recommendations on~~ the final plat without the consent of the applicant, except as provided in Chapter 58.17 RCW.

22G.090.270 Review process – ~~Action by city council~~ Final approval.

(1) ~~For the purpose of~~ To ensure all conditions have been met, the community development director and city engineer ~~city council shall will~~ determine, ~~at a public meeting,~~ whether the subdivision proposed for final subdivision approval conforms to all terms of preliminary approval, and whether the subdivision meets the requirements of this title, applicable state laws and all other local ordinances adopted by the city which were in effect at the time of preliminary approval.

(2) If the conditions have been met, the ~~city council shall authorize the mayor to will~~ inscribe and execute ~~their~~ the city's written approval on the face of the plat map. If the community development director and city engineer ~~city council~~ disapproves the plat, it will be returned to the applicant with reasons for denial and conditions for compliance.

22G.090.290 Filing original plat and copies.

When the community development director and city engineer ~~city council~~ finds that the subdivision proposed for final approval has met all the conditions of final approval, then the applicant shall give the original plat of said final subdivision for recording to the Snohomish County auditor. The applicant will also furnish the city with one reproducible Mylar copy of the recorded plat and one paper copy will be filed with the Snohomish County auditor.

22G.090.400 Final submittal – Short plat.

The final short plat drawings shall be on Mylar drafting film having the dimensions of 18 inches by 24 inches. Information required shall include:

(1) The date, north arrow, and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet; one inch equals 30 feet; one inch equals 40 feet; one inch equals 50 feet; one inch equals 60 feet);

EXHIBIT A

- (2) Boundary lines, right-of-way for streets, easements, and property lines of lots and other sites with accurate bearings, dimensions or angles and arcs, and of all curve data;
- (3) Names and right-of-way widths of all streets within the short subdivision and immediately adjacent to the subdivision. Street names will be consistent with the names of existing adjacent streets;
- (4) Number of each lot consecutively;
- (5) Reference to private covenants or special plat restrictions, either to be filed separately or on the face of the plat;
- (6) Zoning setback lines, building sites when required by the city;
- (7) Existing structures, all setbacks, and all encroachments;
- (8) Location, dimensions and purpose of any easements;
- (9) Location and description of monuments and lot corners set and found;
- (10) Primary control points, and datum elevations if applicable, approved by the public works department. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;
- (11) The final short plat will also contain the following:
 - (a) Dedications. The intention of the owner shall be evidenced by his presentation for filing of a final short plat clearly showing the dedication thereof and bearing the following certificate signed by all real parties of interest:

Know all men by these presents that _____ the undersigned owner(s), in fee simple of the land hereby platted, and _____, the mortgagee thereof, hereby declare this short plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the short plat and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this short plat in the reasonable original grading of all the streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of said roads.

Following original reasonable grading of the roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way to hamper proper road drainage. The owner of any lot or lots, prior to making any alteration in the drainage system after the recording of the short plat, must make application to and receive approval from the director of the department of public works for said alteration. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot shall be done by and at the expense of such owner.

IN WITNESS WHEREOF we set our hands and seals this ____ day of _____, 20__.

In the event that a waiver of right of direct access is included, then the certificate shall contain substantially the following additional language:

EXHIBIT A

That said dedication to the public shall in no way be construed to permit a right of direct access to _____ street from lots numbered ____ nor shall the city of Marysville or any other local governmental agency ever be required to grant a permit to build or construct an access of approach to said street from said lots.

(b) Acknowledgment.

STATE OF WASHINGTON)
: ss.
COUNTY OF SNOHOMISH)

This is to certify that on this ____ day of ____, 20__, before me, the undersigned, a notary public, personally appeared _____, to me known to be the person(s) who executed the foregoing dedication and acknowledgment to me that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above-written.

NOTARY PUBLIC in and for the State of Washington, residing at

(Seal)

(c) Restrictions. The following restrictions shall show on the face of the final short plat:

(i) No further subdivision of any lot without resubmitting for formal plat or revised short plat consistent with Title 22 of the Marysville Municipal Code.

(ii) The sale or lease of less than a whole lot in any subdivision platted and filed under Title 22 of the Marysville Municipal Code is expressly prohibited except in compliance with Title 22 of the Marysville Municipal Code.

(iii) The following shall be required when the short plat contains a private road:

The cost of construction and maintaining all roads not herein dedicated as public roads shall be the obligation of all of the owners and the obligation to maintain shall be concurrently the obligation of any corporation in which title of the roads and streets may be held. In the event that the owners of any lots served by the roads or streets of this short plat shall petition the council to include these roads or streets in the public road system, the petitioners shall be obligated to bring the same to city road standards applicable at the time of petition in all respects, including dedication of rights-of-way, prior to acceptance by the city.

(iv) All landscaped areas in public rights-of-way shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to city road purposes.

(v) The location and height of all fences and other obstructions within an easement as dedicated on this plat shall be subject to the approval of the Director of Public Works or his designee.

(d) Approvals.

EXHIBIT A

(i) Examined and approved this ____ day of ____, 20__.

City Engineer, City of Marysville

(ii) Examined and approved this ____ day of ____, 20__.

Community Development Director,
City of Marysville

(iii) Examined, found to be in conformity with applicable zoning and other land use controls, and approved this ____ day of ____, 20__.

Mayor Attest: City Clerk

(e) Certificates.

(i) I hereby certify that the short plat of ____ is based upon an actual survey and subdivision of Section ____, Township ____ North, Range ____ EWM as required by the state statutes; that the distances, courses and angles are shown thereon correctly; that the monuments shall be set and lot and block corners shall be staked correctly on the ground, that I fully complied with the provisions of the state and local statutes and regulations governing platting.

Licensed Land Surveyor
(Seal)

(ii) I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including ____ taxes.

Treasurer, Snohomish County

(iii) Filed for record at the request of ____ this ____ day of ____, 20__, at ____ minutes past __m, and recorded in Vol. __ of Plats, page __, records of Snohomish County, Washington.

Auditor, Snohomish County

22G.090.480 Final approval – Procedure.

(1) To ensure all conditions have been met, The the community development director and city engineerpublic works director shall will determine that whether the short subdivision proposed for final approval conforms to all the terms of preliminary approval, and that whether the short subdivision meets the requirements of this title, applicable state laws and all other local ordinances adopted by the city which were in effect at the time of preliminary approval.

(2) If the conditions have been met, the community development director and public works director mayor shall will inscribe and execute their the city’s written approval on the face of the short plat map. If the community development director and city engineer disapprove the short plat, it will be returned to the applicant with reasons for denial and conditions for compliance.

DRAFT

PLANNING
COMMISSION



MINUTES

November 14, 2017

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the November 14, 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, Planning Manager Chris Holland, Senior Planner Angela Gemmer

Absent: None

APPROVAL OF MINUTES

September 12, 2017

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the September 12, 2017 Meeting Minutes.

Commissioner Hoen submitted a paragraph to replace his comments in the first full paragraph of page 2 of the minutes from September 12, 2017 meeting.

Motion passed unanimously to approve the minutes as amended (7-0).

AUDIENCE PARTICIPATION

None

PUBLIC HEARING

DRAFT

- A. Code Amendment – MMC Section 22E.010.100(5)(b) proposing to allow Category I and II wetlands to pursue a 25 percent buffer reduction if the specific criteria in MMC Section 22E.010.100(5)(b) are met. Minor amendments are also proposed in order to refer to the most current manuals, forms and scoring system when evaluating wetlands.

The hearing was opened at 7:04 p.m.

Staff Presentation: Senior Planner Gemmer reviewed the proposed amendments which are a cleanup to the Critical Areas Code. The one substantive change would be to allow wetland buffer reductions for Category I and II wetlands when the current requirements in code for buffer reductions are met. There are additional updates to reference the current publication that DOE uses for their wetland rating system for Western Washington which the City is already required to use. She reviewed Ecology's wetland category and function score conversion tables. She explained there is an additional change that is proposed to reorganize the wetland buffer table in Section 22E.010.100(4) to enhance clarity.

Public Testimony:

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, expressed concern about the proposed changes and the inability of developers to get scores under 5 with the state's new scoring system. He stated that developers in other jurisdictions in Snohomish County where this has already been implemented have had a lot of problems. In order to get the standard buffer under the old system, as per the table in the Critical Area Ordinance, you have a score under 20. Under the new system, in order to get the standard buffer you have to score less than 5 for the habitat score. Several projects scored well under the old system, but scored 5's and 6's on the new system. He expressed concerns about discrepancies between the two systems and the potential requirement for increased buffers as a result. Most of the consultants they have worked with say they rarely, if ever, have gotten habitat scores under 5.

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, thanked the Planning Commission for taking the time to review this very technical information. She stated that all three amendments tonight were requests from the building community to help incentivize development in Marysville. She concurred with Mr. Ash's concerns and asked that the Commission consider the impacts of this very carefully. She agreed that it is nearly impossible to get a score of 4 and relayed an example of how this would play out on real projects. She requested that staff take another look at this. She noted that Master Builders is also working with the legislature to help them understand the impacts.

Senior Planner Gemmer clarified that while these score changes aren't codified, Marysville's code already requires that the State's most current revised manual be used so this is how the code is being applied. The code states that, ". . . wetlands shall be classified using Ecology's current Wetland Rating System for Western Washington or as amended hereafter." Planning Manager Holland concurred and noted that the only

substantial change being proposed is for the reductions for the Category I and II wetlands.

Chair Leifer recalled from previous discussions that the cities' hands are pretty much tied on this issue. Planning Manager Holland agreed that their hands are tied unless each individual community wants to go out and hire a consultant, do a Best Available Science study, rework their entire code, and have Ecology approve it. This would be very costly and time consuming.

Chair Leifer asked about the history on this and what efforts are being made at the state level with the legislature to make some changes. Planning Manager Holland replied that staff hasn't noticed a change in application of the scores across the city based on the new rating form. He reviewed the reasoning for the proposed change to allow reductions to Category I and II wetland buffers which is the only substantive change being proposed tonight. The other change is just to address outdated language.

Angie Sievers addressed the question about what is being done at the state level and explained that Master Builders has been in conversations with DOE. Next week they are meeting with state legislators because there are some projects in the south part of the region that are being severely restricted by this. She agrees that this would only impact specific projects. She discussed how this would impact buildable lands and growth potential in the City. She pointed out that there are some other cities that are not formally adopting the updated regulations.

Chair Leifer asked staff's opinion on postponing action on this. Planning Manager Holland stated that it would be fine. Category 1 and 2 wetlands would just stay as they are and the code will continue to function as it has since 2005. Chair Leifer asked Ms. Sievers if her opinion is that they should postpone action. She expressed concern about adopting the updated regulations. Director Koenig reiterated that the City's code already adopts the most current version; this just makes it clearer.

Chair Leifer asked Mr. Ash to explain again why staff should not move forward with this. Merle Ash clarified that they are in support of adopting the manual, but not of changing the classification of wetlands themselves. The developers' main concern is with the requirement for wildlife habitat scores of 4 or less in order to get standard buffers.

Chair Leifer asked staff how they could accomplish changing the numbers without breaching the intent of the code. Senior Planner Gemmer explained that they can't just change numbers from what the DOE Manual requires. Any proposed changes have to be based on Best Available Science and would require a thorough study. She explained that Marysville has very conservative and predictable wetland buffers compared to other jurisdictions.

Chair Leifer solicited feedback from other commissioners.

- Commissioner Thetford spoke to concerns, but noted that Ecology is the one who would need to make changes.

DRAFT

- Commissioner Whitaker spoke in support of moving forward with what staff is proposing. He noted that they could always review this in the future if needed.
- Commissioner Smith concurred.
- Commissioner Richards commended staff's work and noted that Ecology has told them what they have to do. This would align the City's regulations with what they have to do anyway.
- Commissioner Andes expressed frustration about the situation, but indicated that their hands are tied.
- Commissioner Hoen spoke in support of approving this as recommended by staff and then letting the City Council address any concerns they might have.

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to move the amendments forward as presented. **Motion** passed unanimously (7-0).

The hearing was closed at 8:10 p.m.

- B. Code Amendment – MMC Chapter 22C.090 Residential Density Incentives, including bonus allowances for contributions towards an identified capital improvement, energy conservation, critical areas buffer enhancement and clarifying the administrative review process.

The hearing was opened at 8:10 p.m.

Staff Presentation: Planning Manager Holland reviewed the proposed amendments which would add an RDI for contribution to identified capital improvement projects, reorganize Section 7(b) and 7(c) for clarification purposes, update Section 8 to add LEED evergreen standards and built-green units, and add a new Section 11 providing for a bonus for critical areas buffer enhancements. The City received comments from Master Builders related to energy conservation. What staff has proposed is a .20 bonus unit per certified unit. Master Builders has asked for a .25 or .33 bonus unit per unit constructed. Planning Manager Holland noted that staff has already increased it 100% from .10 to .20. Another comment received was related to critical areas buffer enhancement. Master Builders has requested a bonus unit per quarter acre or half acre instead of staff's recommendation of one bonus unit per acre of buffer enhancements. He reviewed examples of what this would look like for a project.

Chair Leifer asked if staff has any data about what the cost to enhance an acre of wetland might be. Senior Planner Gemmer replied it was in a packet a couple meetings ago. Planning Manager Holland explained that more than the cost of the actual enhancement, the concerns related to the increased costs due to the requirement for five years of maintenance and monitoring.

Commissioner Richards referred to number 8 and asked about inserting language related to "other energy efficient unit as approved by the director." Planning Manager Holland noted that it is already required, but this might clarify it.

DRAFT

Public Testimony:

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, commended staff's work on this. She expressed concerns about the costs to developers to update degraded buffers and maintain them long-term. She spoke in support of Master Builders request to increase bonus units per acre in order to incentivize builders in Marysville to build green.

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, commended staff for their work. He feels it works really well with Planned Residential Developments. He would like to see this applied to a half acre instead of an acre to due costs.

Planning Manager Holland reviewed staff's justification for the one acre size, but indicated that the Commission could modify this if desired.

The public testimony portion of the hearing was closed at 8:35 p.m.

Motion made by Commissioner Thetford, seconded by Commissioner Andes, to amend verbiage on item 11, Critical Areas Buffer Enhancement, from one bonus unit per one acre of buffer enhancement to two bonus unit per acre and an amendment to the energy conservation Section 8 to include "or equivalent energy efficient unit as approved by the director." **Motion** failed 2-5.

Motion made by Commissioner Richards, seconded by Commissioner Hoen, to forward this to City Council with an amendment to the energy conservation Section 8 to include ". . . or equivalent energy efficient unit as approved by the director." **Motion** passed unanimously.

The hearing was closed at 8:46 p.m.

- C. Code Amendment – MMC Chapter 22G.090 Subdivisions and Short Subdivisions delegating final plat approval authority to the Community Development Director and City Engineer in compliance with Senate Bill 5674, which amended RCW 58.17.100, 58.17.170 and 58.17.190.

The hearing was opened at 8:46 p.m.

Staff Presentation: Planning Manager Holland explained that the legislature passed amendments to the subdivision law which would make final plat review an administrative process rather than going to City Council. This would save a tremendous amount of time for the developers and would streamline the process.

Public Testimony:

Angie Sievers, Master Builders of King and Snohomish County, 335 – 116th Avenue SE, Bellevue, WA 98004, spoke in support of this amendment.

Merle Ash, 18820 3rd Avenue NE, Arlington, WA, also spoke in support of this item.

Motion made by Commissioner Richards, seconded by Commissioner Andes, to forward this to City Council. **Motion** passed unanimously (7-0).

The hearing was closed at 8:53 p.m.

Director Koenig thanked Angie Sievers and Merle Ash for their efforts in working with staff on the proposed amendments tonight.

NEW BUSINESS

- Code Amendment – Miscellaneous Light Manufacturing Uses proposed to be a permitted use in the General Commercial (GC) Zone.

Director Koenig introduced this item and noted that it would be coming back to the Commission for review.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 9:02 p.m. **Motion** passed unanimously.

NEXT MEETING: TBD

Laurie Hugdahl, Recording Secretary



November 29, 2017

The Honorable Jon Nehring
Marysville City Council
1049 State Avenue
Marysville, WA 98270

RE: Proposed Amendments for Critical Areas, Residential Density Incentives, and Administrative Approval of Final Plat or Subdivisions

Dear Mayor Nehring, and Councilmembers:

Thank you for the opportunity to provide comment on the proposed amendments for critical areas, residential density incentives, and the administrative approval of final plat or subdivisions. On behalf of more than 2,900 member companies of the Master Builders Association King and Snohomish County (MBA), our members have a deep understanding of bringing affordable options to the new home market. We applaud those jurisdictions that recognize the need for innovative solutions and create predictability and certainty for home builders and consumers alike.

Jurisdictions are required to regularly update their critical areas ordinances, however, those that have updated to the most current Ecology guidelines have also experienced an unintentional reduction in commercial and residential capacity. Marysville's proposed critical areas amendment was reviewed by MBA members who expressed great concern about its current form. We encourage the City to be mindful in order to protect its valuable, diminishing supply of buildable lands.

Members of the MBA support code amendments to include all wetland categories for buffer enhancement incentives. This also requires amendments to update an additional section 22E.010.100(5) and (6), where MBA consultants have experienced it to be near impossible to achieve a wetland buffer habitat value of less than 5 points throughout all jurisdictions. The language proposed in MMC Section 22E.010.100(6) Option C, addresses this problem which would otherwise trigger an automatic 25% buffer width increase on all projects. The MBA supports the adoption of Option C relative to this code section.

The MBA has been working with Marysville to develop residential density incentives intended to create desirable public benefits including capital improvements, environmental or green building, and benefit for wetland buffer enhancement. The proposed language for capital improvements and environmental development incentives appear to be valuable given current market conditions.



In the City of Marysville many development sites have degraded buffers where buffer enhancement is desirable, and subsequently incurred costs are passed on to homebuyers. These costs include not only the initial capital expense, but also additional dollars associated with the monitoring and bonding of these required site improvements. The MBA has expressed a desire for an incentive to partially offset the cost of these improvements at one density bonus per ½ acre of buffer enhancement. This is proportionate to the total cost, including capital, monitoring, and bonding project investments and would encourage investment in environmental improvements.

The final amendment being considered, would delegate approval of final plat or subdivisions to the Community Development Director and Public Works Director as is current process for final approval of short subdivisions. Revision to Marysville RCW 58.17.100, 58.17.170, and 58.17.190 would be consistent with Senate Bill 5674, where local jurisdictions have the option to adopt the provision. This change would preserve current opportunities for public comment, reduce burden on staff in preparing for council hearing, and reduce incurred project costs waiting weeks for council approval. Other jurisdictions that have adopted this legislation are Snohomish County and Lynnwood, and the MBA strongly encourages the Council to adopt the proposed language.

The amendments brought before you represent a significant amount of work and collaboration on behalf of your city staff and the development community. The MBA is sincerely appreciative for the opportunity to collaborate with the City of Marysville on solutions that benefit all interests.

Thank you for your consideration. If you have any questions, please feel free to contact me at asievers@mbaks.com or (425) 460-8204.

Sincerely,

Angie Sievers

Angie Sievers
 Snohomish County Manager
 Master Builders Association of King and Snohomish Counties

cc: Gloria Hirashima, City Administrator; Dave Koenig, Community Development Director; Angela Gemmer, Senior Planner; Chris Holland, Planning Manager

CERTIFICATION OF ENROLLMENT

SENATE BILL 5674

Chapter 161, Laws of 2017

65th Legislature
2017 Regular Session

LAND SUBDIVISIONS--FINAL PLAT APPROVAL--DELEGATION

EFFECTIVE DATE: 7/23/2017

Passed by the Senate March 3, 2017
Yeas 44 Nays 0

CYRUS HABIB

President of the Senate

Passed by the House April 12, 2017
Yeas 55 Nays 43

FRANK CHOPP

Speaker of the House of Representatives

Approved April 27, 2017 11:21 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 5674** as passed by Senate and the House of Representatives on the dates hereon set forth.

HUNTER G. GOODMAN

Secretary

FILED

April 27, 2017

**Secretary of State
State of Washington**

SENATE BILL 5674

Passed Legislature - 2017 Regular Session

State of Washington 65th Legislature 2017 Regular Session

By Senators Palumbo and Fain

Read first time 02/02/17. Referred to Committee on Local Government.

1 AN ACT Relating to the final approval of subdivisions of land;
2 and amending RCW 58.17.100, 58.17.170, and 58.17.190.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 58.17.100 and 1995 c 347 s 428 are each amended to
5 read as follows:

6 If a city, town or county has established a planning commission
7 or planning agency in accordance with state law or local charter,
8 such commission or agency shall review all preliminary plats and make
9 recommendations thereon to the city, town or county legislative body
10 to assure conformance of the proposed subdivision to the general
11 purposes of the comprehensive plan and to planning standards and
12 specifications as adopted by the city, town or county. Reports of the
13 planning commission or agency shall be advisory only: PROVIDED, That
14 the legislative body of the city, town or county may, by ordinance,
15 assign to such commission or agency, or any department official or
16 group of officials, such administrative functions, powers and duties
17 as may be appropriate, including the holding of hearings, and
18 recommendations for approval or disapproval of preliminary plats of
19 proposed subdivisions.

20 Such recommendation shall be submitted to the legislative body
21 not later than fourteen days following action by the hearing body.

1 Upon receipt of the recommendation on any preliminary plat the
 2 legislative body shall at its next public meeting set the date for
 3 the public meeting where it shall consider the recommendations of the
 4 hearing body and may adopt or reject the recommendations of such
 5 hearing body based on the record established at the public hearing.
 6 If, after considering the matter at a public meeting, the legislative
 7 body deems a change in the planning commission's or planning agency's
 8 recommendation approving or disapproving any preliminary plat is
 9 necessary, the legislative body shall adopt its own recommendations
 10 and approve or disapprove the preliminary plat.

11 Every decision or recommendation made under this section shall be
 12 in writing and shall include findings of fact and conclusions to
 13 support the decision or recommendation.

14 A record of all public meetings and public hearings shall be kept
 15 by the appropriate city, town or county authority and shall be open
 16 to public inspection.

17 Sole authority to (~~approve final plats, and to~~) adopt or amend
 18 platting ordinances shall reside in the legislative bodies. The
 19 legislative authorities of cities, towns, and counties may by
 20 ordinance delegate final plat approval to an established planning
 21 commission or agency, or to such other administrative personnel in
 22 accordance with state law or local charter.

23 **Sec. 2.** RCW 58.17.170 and 2013 c 16 s 2 are each amended to read
 24 as follows:

25 (1) When the legislative body of the city, town, or county, or
 26 such other agency as authorized by RCW 58.17.100, finds that the
 27 subdivision proposed for final plat approval conforms to all terms of
 28 the preliminary plat approval, and that said subdivision meets the
 29 requirements of this chapter, other applicable state laws, and any
 30 local ordinances adopted under this chapter which were in effect at
 31 the time of preliminary plat approval, it shall suitably inscribe and
 32 execute its written approval on the face of the plat. The original of
 33 said final plat shall be filed for record with the county auditor.
 34 One reproducible copy shall be furnished to the city, town, or county
 35 engineer. One paper copy shall be filed with the county assessor.
 36 Paper copies shall be provided to such other agencies as may be
 37 required by ordinance.

38 (2)(a) Except as provided by (b) of this subsection, any lots in
 39 a final plat filed for record shall be a valid land use

1 notwithstanding any change in zoning laws for a period of seven years
2 from the date of filing if the date of filing is on or before
3 December 31, 2014, and for a period of five years from the date of
4 filing if the date of filing is on or after January 1, 2015.

5 (b) Any lots in a final plat filed for record shall be a valid
6 land use notwithstanding any change in zoning laws for a period of
7 ten years from the date of filing if the project is not subject to
8 requirements adopted under chapter 90.58 RCW and the date of filing
9 is on or before December 31, 2007.

10 (3)(a) Except as provided by (b) of this subsection, a
11 subdivision shall be governed by the terms of approval of the final
12 plat, and the statutes, ordinances, and regulations in effect at the
13 time of approval under RCW 58.17.150 (1) and (3) for a period of
14 seven years after final plat approval if the date of final plat
15 approval is on or before December 31, 2014, and for a period of five
16 years after final plat approval if the date of final plat approval is
17 on or after January 1, 2015, unless the legislative body finds that a
18 change in conditions creates a serious threat to the public health or
19 safety in the subdivision.

20 (b) A subdivision shall be governed by the terms of approval of
21 the final plat, and the statutes, ordinances, and regulations in
22 effect at the time of approval under RCW 58.17.150 (1) and (3) for a
23 period of ten years after final plat approval if the project is not
24 subject to requirements adopted under chapter 90.58 RCW and the date
25 of final plat approval is on or before December 31, 2007, unless the
26 legislative body finds that a change in conditions creates a serious
27 threat to the public health or safety in the subdivision.

28 **Sec. 3.** RCW 58.17.190 and 1969 ex.s. c 271 s 19 are each amended
29 to read as follows:

30 The county auditor shall refuse to accept any plat for filing
31 until approval of the plat has been given by the appropriate
32 legislative body, or such other agency as authorized by RCW
33 58.17.100. Should a plat or dedication be filed without such
34 approval, the prosecuting attorney of the county in which the plat is
35 filed shall apply for a writ of mandate in the name of and on behalf
36 of the legislative body required to approve same, directing the
37 auditor and assessor to remove from their files or records the
38 unapproved plat, or dedication of record.

Passed by the Senate March 3, 2017.
Passed by the House April 12, 2017.
Approved by the Governor April 27, 2017.
Filed in Office of Secretary of State April 27, 2017.

--- END ---

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO ADMINISTRATIVE REVIEW OF FINAL SUBDIVISIONS AND SHORT SUBDIVISIONS, AMENDING SECTIONS 22G.090.160, 22G.090.260, 22G.090.270, 22G.090.290, 22G.090.400 AND 22G.090.480 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the Legislature amended RCW 58.17.100 to authorize local legislative authorities to delegate final plat approval to administrative personnel; and

WHEREAS, final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms with state law and local ordinances, final approval must be granted; and

WHEREAS, under the current municipal code, the director of the community development department and the city engineer must review the final plat and certify whether it meets legal requirements; and

WHEREAS, after the plat is certified by the community development director and city engineer, the City Council must approve the final plat; and

WHEREAS, delegating final plat approval to the director of the community development and the city engineer will make the process more efficient and expedite the approval of final plats meeting all legal requirements.

WHEREAS, the State Growth Management Act, RCW Chapter 36.70A mandates that cities periodically review and amend development regulations which include but are not limited to zoning ordinances and official controls; and

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

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

WHEREAS, the City, in reviewing and amending its 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, the development code amendment is consistent with the following required findings of MMC 22G.010.500:

- (1) The amendment is consistent with the purposes of the comprehensive plan;

- (2) The amendment is consistent with the purpose of this title;
- (3) There have been significant changes in the circumstances to warrant a change;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

WHEREAS, on November 14, 2017, the Marysville Planning Commission held a duly-advertised public hearing; and

WHEREAS, on November 14, 2017, the Marysville Planning Commission recommended City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on December 11, 2017, the Marysville City Council reviewed and considered the Marysville Planning Commission's Recommendation and proposed amendments to the City's development regulations; and

WHEREAS, the City of Marysville has submitted the proposed development regulation revisions to the Washington State Department of Commerce on October 31, 2017, seeking expedited review under RCW 36.70A.160(3)(b) in compliance with the procedural requirement under 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);

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

Section 1. Amendment of Municipal Code. MMC Section 22G.090.160, entitled "Approval of preliminary subdivisions - Effect," is hereby amended as follows:

22G.090.160 Approval of preliminary subdivision – Effect.

Approval of the preliminary subdivision shall constitute authorization for the applicant to develop the subdivision facilities and improvements as required in the approved preliminary subdivision. Development shall be in strict accordance with the plans and specifications as approved by the public works department and shall be subject to any conditions imposed by the hearing examiner ~~and city council.~~

Section 2. Amendment of Municipal Code. MMC Section 22G.090.260, entitled "Review process – Action by city staff," is hereby amended as follows:

22G.090.260 Review process – Action by city staff.

(1) Applicants for final subdivision approval shall file their final plats meeting all the requirements of Chapter 58.17 RCW and this title with the city's community development department. The community development department shall review the final plat and circulate it to other city departments to determine whether the requirements of this title have been met.

(2) The community development director and city engineer shall determine whether requirements of this title have been met. If the requirements have been met, they shall certify that the proposed final plat meets the requirements of Chapter 58.17 RCW and this title, ~~and forward a complete copy of the proposed plat to the city council.~~

(3) If either the community development director or the city engineer determines that the requirements of this title have not been met, the final plat shall be returned to

the applicant for modification, correction or other action as may be required for approval; ~~provided, that the final plat shall be forwarded to the city council together with the determinations of the community development director and the city engineer, upon written request of the applicant.~~

(4) Pursuant to the requirements of RCW 58.17.150, neither the community development director nor the city engineer shall modify the requirements made in the hearing examiner approval of the preliminary plat when approving ~~making~~ recommendations on the final plat without the consent of the applicant, except as provided in Chapter 58.17 RCW.

Section 3. Amendment of Municipal Code. MMC Section 22G.090.270, entitled "Review process – Action by city council," is hereby amended as follows:

22G.090.270 Review process – Action by city council Final approval.

(1) ~~For the purpose of~~To ensure all conditions have been met, the community development director and city engineer ~~city council shall will~~ determine, ~~at a public meeting,~~ whether the subdivision proposed for final subdivision approval conforms to all terms of preliminary approval, and whether the subdivision meets the requirements of this title, applicable state laws and all other local ordinances adopted by the city which were in effect at the time of preliminary approval.

(2) If the conditions have been met, the ~~city council shall authorize the mayor to~~ will inscribe and execute ~~their~~ the city's written approval on the face of the plat map. If the community development director and city engineer ~~city council~~ disapproves the plat, it will be returned to the applicant with reasons for denial and conditions for compliance.

Section 4. Amendment of Municipal Code. MMC Section 22G.090.290, entitled "Filing original plat and copies," is hereby amended as follows:

22G.090.290 Filing original plat and copies.

When the community development director and city engineer ~~city council~~ finds that the subdivision proposed for final approval has met all the conditions of final approval, then the applicant shall give the original plat of said final subdivision for recording to the Snohomish County auditor. The applicant will also furnish the city with one reproducible Mylar copy of the recorded plat and one paper copy will be filed with the Snohomish County auditor.

Section 5. Amendment of Municipal Code. MMC Section 22G.090.400, entitled "Final submittal – Short plat," is hereby amended as follows:

22G.090.400 Final submittal – Short plat.

The final short plat drawings shall be on Mylar drafting film having the dimensions of 18 inches by 24 inches. Information required shall include:

- (1) The date, north arrow, and appropriate engineering scale as approved by the community development department (e.g., one inch equals 20 feet; one inch equals 30 feet; one inch equals 40 feet; one inch equals 50 feet; one inch equals 60 feet);
- (2) Boundary lines, right-of-way for streets, easements, and property lines of lots and other sites with accurate bearings, dimensions or angles and arcs, and of all curve data;
- (3) Names and right-of-way widths of all streets within the short subdivision and immediately adjacent to the subdivision. Street names will be consistent with the names of existing adjacent streets;
- (4) Number of each lot consecutively;
- (5) Reference to private covenants or special plat restrictions, either to be filed separately or on the face of the plat;

- (6) Zoning setback lines, building sites when required by the city;
- (7) Existing structures, all setbacks, and all encroachments;
- (8) Location, dimensions and purpose of any easements;
- (9) Location and description of monuments and lot corners set and found;
- (10) Primary control points, and datum elevations if applicable, approved by the public works department. Descriptions and ties to all control points will be shown with dimensions, angles and bearings;
- (11) The final short plat will also contain the following:
 - (a) Dedications. The intention of the owner shall be evidenced by his presentation for filing of a final short plat clearly showing the dedication thereof and bearing the following certificate signed by all real parties of interest:

Know all men by these presents that _____ the undersigned owner(s), in fee simple of the land hereby platted, and _____, the mortgage thereof, hereby declare this short plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the short plat and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc. shown on this short plat in the reasonable original grading of all the streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of said roads.

Following original reasonable grading of the roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way to hamper proper road drainage. The owner of any lot or lots, prior to making any alteration in the drainage system after the recording of the short plat, must make application to and receive approval from the director of the department of public works for said alteration. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot shall be done by and at the expense of such owner.

IN WITNESS WHEREOF we set our hands and seals this ____ day of _____, 20__.

In the event that a waiver of right of direct access is included, then the certificate shall contain substantially the following additional language:

That said dedication to the public shall in no way be construed to permit a right of direct access to _____ street from lots numbered ____ nor shall the city of Marysville or any other local governmental agency ever be required to grant a permit to build or construct an access of approach to said street from said lots.

(b) Acknowledgment.

STATE OF WASHINGTON)
 : ss.
 COUNTY OF SNOHOMISH)

This is to certify that on this ____ day of ____, 20__, before me, the undersigned, a notary public, personally appeared _____, to me known to be the person(s) who executed the foregoing dedication and acknowledgment to me that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first above-written.

NOTARY PUBLIC in and for the State of Washington, residing at

(Seal)

(c) Restrictions. The following restrictions shall show on the face of the final short plat:

(i) No further subdivision of any lot without resubmitting for formal plat or revised short plat consistent with Title 22 of the Marysville Municipal Code.

(ii) The sale or lease of less than a whole lot in any subdivision platted and filed under Title 22 of the Marysville Municipal Code is expressly prohibited except in compliance with Title 22 of the Marysville Municipal Code.

(iii) The following shall be required when the short plat contains a private road:

The cost of construction and maintaining all roads not herein dedicated as public roads shall be the obligation of all of the owners and the obligation to maintain shall be concurrently the obligation of any corporation in which title of the roads and streets may be held. In the event that the owners of any lots served by the roads or streets of this short plat shall petition the council to include these roads or streets in the public road system, the petitioners shall be obligated to bring the same to city road standards applicable at the time of petition in all respects, including dedication of rights-of-way, prior to acceptance by the city.

(iv) All landscaped areas in public rights-of-way shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to city road purposes.

(v) The location and height of all fences and other obstructions within an easement as dedicated on this plat shall be subject to the approval of the Director of Public Works or his designee.

(d) Approvals.

(i) Examined and approved this ____ day of ____, 20__.

City Engineer, City of Marysville

(ii) Examined and approved this ____ day of ____, 20__.

Community Development Director, City of Marysville

(iii) Examined, found to be in conformity with applicable zoning and other land use controls, and approved this _____ day of _____, 20__.

Mayor Attest: City Clerk

(e) Certificates.

(i) I hereby certify that the short plat of _____ is based upon an actual survey and subdivision of Section ____, Township ____ North, Range ____ EWM as required by the state statutes; that the distances, courses and angles are shown thereon correctly; that the monuments shall be set and lot and block corners shall be staked correctly on the ground, that I fully complied with the provisions of the state and local statutes and regulations governing platting.

Licensed Land Surveyor
(Seal)

(ii) I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including ____ taxes.

Treasurer, Snohomish County

(iii) Filed for record at the request of _____ this ____ day of ____, 20__, at ____ minutes past __m, and recorded in Vol. __ of Plats, page __, records of Snohomish County, Washington.

Auditor, Snohomish County

Section 6. Amendment of Municipal Code. MMC Section 22G.090.480, entitled "Final approval - Procedure," is hereby amended as follows:

22G.090.480 Final approval – Procedure.

(1) ~~To ensure all conditions have been met, The the community development director and city engineer/public works director shall will determine that whether~~ the short subdivision proposed for final approval conforms to all the terms of preliminary approval, and ~~that whether~~ the short subdivision meets the requirements of this title, applicable state laws and all other local ordinances adopted by the city which were in effect at the time of preliminary approval.

(2) If the conditions have been met, ~~the community development director and public works director~~ mayor shall will inscribe and execute ~~their~~the city's written approval on the face of the short plat map. If the community development director and city engineer disapprove the short plat, it will be returned to the applicant with reasons for denial and conditions for compliance.

Section 7. Amendment of Municipal Code. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"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>
_____	Final Subdivision – Administrative Approval	_____, 2017"

Section 5. 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 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2107

AGENDA ITEM:	
Amendment to Marysville Municipal Code 11.08	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Goldman, Assistant Chief	Richard Smith, Chief of Police
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Proposed City Ordinance incorporating Municipal Code Section 11.08.241	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Currently, a vehicle parked on a city right-of-way and displaying improper vehicle license plates and/or expired tabs may be impounded after 45 days per RCW 46.16A.030 (7) "Registration and Display of Plates Required".

The attached proposed amendment (MMC 11.08.041) to Marysville Municipal Code Section 11.08 would provide an alternative to addressing vehicles parked on public right-of-way that are improperly displaying license plates or decals through the issuance of a civil parking infraction.

This fee schedule for a violation of this proposed ordinance is a fine of \$40.00.

RECOMMENDED ACTION:

Staff respectfully recommends the City Council authorize the Mayor to sign the proposed amendment to MMC 11.08.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 11.08 OF THE MUNICIPAL CODE TO
PROHIBIT PARKING VEHICLES WITH EXPIRED REGISTRATION ON
PUBLIC STREETS.**

WHEREAS, it is unlawful to operate a vehicle on public streets without having in full force and effect a current and proper vehicle registration and displayed license plates; and

WHEREAS, the public rights-of-way in the City should be used for parking only those vehicles that may be lawfully operated on public streets; and

WHEREAS, code enforcement officers have observed numerous vehicles with expired registrations being stored in rights-of-way; and

WHEREAS, the only remedy is to impound such vehicles when their registrations have been expired for more than 45 days; and

WHEREAS, a system of monetary penalties for parking vehicles with expired registrations will be more efficient and will encourage compliance without requiring that vehicles be impounded.

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

SECTION 1. A new section is added to the municipal code as section 11.08.241 and will read: "Any vehicle parked in a public right-of-way must have in full force and effect a current and proper vehicle registration and must display proper license plates or decals."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

Index #23

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

CITY COUNCIL MEETING DATE: 12/11/17

AGENDA ITEM:	
New Business: Emergency Preparedness Coordinator	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
1. Emergency Preparedness Coordinator Job Description	
BUDGET CODE:	AMOUNT:
SUMMARY:	
<p>The 2018 budget amendments included a position entitled Emergency Preparedness Coordinator. In 2018 the City will be operating an internal emergency management program. The City notified Department of Emergency Management that it would be ending the interlocal agreement to contract for emergency management services on 12/31/17. This enables the City to utilize the contract funds previously allocated to support staffing and services of an expanded emergency management program to support department and community preparedness.</p> <p>The proposed job description has been developed and reviewed by the Executive Office and Human Resources Department. The recommended classification is Pay Code N9 of the current Non Represented pay grid. This translates to Pay Code N112 of the new Non Represented pay grid proposed for 2018 implementation.</p>	

RECOMMENDED ACTION:
Staff recommends that Council approve the Emergency Preparedness Coordinator pay classification, establishing the position at Pay Code N9 (N113 if new system is adopted) of the Non Represented pay grid.

**City of Marysville
Job Description**

Job Title:	Emergency Preparedness Coordinator
Department/Division:	Executive
Reports To:	Risk/Emergency Management Officer
FLSA Status:	non-exempt
Union Status:	non-union
Approval/Revision Date:	January 2018

POSITION SUMMARY

Under the direction of the Risk/Emergency Management Officer, this position is responsible for administrative duties in planning, coordinating, developing and promoting of emergency preparedness, response, recovery, and mitigation functions; assisting in ensuring that departments have emergency response plans in place to protect public safety and provide for basic city services during disasters; assisting with identifying potential emergency conditions; assisting in organizing major strategies for coping with emergency situations; providing critical support in ensuring that response plans are coordinated between all departments, and with other jurisdictions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned as needed.

1. Assist in developing and implementing emergency management plans.
2. Assist in developing and conducting exercises and tabletop drills to determine preparedness, disaster response and recovery of key city functions in emergency response situations
3. Assist in developing strategic communications and messages, facilitate Emergency Operations training and Volunteer Reception Center Training
4. Volunteer recruitment and coordination. Develops annual volunteer training plan.
5. Promote emergency preparedness, response, recovery and mitigation programs within the community by making presentations to city departments, businesses, service organizations and general public
6. Participate in community events to increase awareness of emergency preparedness and the role of emergency management.
7. Assist in the development and design of training programs, teach and provide training in all aspects and phases of emergency management to the community, business, schools, and city staff as assigned.
8. Report on the process of emergency planning, and ensure that the work is organized and carried out in a manner that is consistent with city goals
9. Serve in the City of Marysville's Emergency Operations Center or other locations as assigned during a disaster or other emergency.

10. Seek program funding through grant and other opportunities, and maintain documentation related to those funding streams.
11. Identify, recruit, select, and coordinate instructors/recruiters/presenters/volunteers and resource staff to support various programs.
12. Delegate, assign, prioritize, review and ensure timely completion of duties of volunteers and interns.
13. Maintain interagency and local emergency service agreements.
14. Maintain the Emergency Management internal and external web pages.
15. Create and maintain databases to support the work of the Risk/Emergency Manager and city volunteers in emergency management.
16. Assist with coordination and teaching programs like Community Emergency Response Team (CERT) and Map Your Neighborhood (MYN).
17. Attend a variety of meetings, community events, training classes and assist in special assignments. May chair such meetings as assigned.
18. Remain current with relevant technological advancements as it relates to field.
19. Maintain reliable and punctual attendance, work evening and/or weekend hours as assigned, and travel as required.

KNOWLEDGE, SKILLS AND ABILITIES

- The five elements of emergency management: prevention, protection, response, recovery, mitigation.
- Emergency management programs, practices, resources, agencies, and personnel.
- All Federal and State requirements for filing, maintaining, and testing emergency operation plans.
- Incident Command System.
- National Incident Management System.
- Demonstrated ability to develop and implement policies and procedures for emergency management from a whole community perspective.
- Manage the people and resources necessary for effective emergency response and recovery programs.
- Competent in emerging technologies and media that is utilized in emergency management preparation, response, recovery, and mitigation.
- Interact with all city departments, a variety of law enforcement agencies, emergency services agencies, other city and county governments, and community groups.
- Analyze situations quickly and objectively, to recognize actual and potential dangers, and to determine proper course of action.
- Communicate effectively both orally and in writing.

QUALIFICATIONS

JOB DESCRIPTION FOR EMERGENCY PREPAREDNESS COORDINATOR
 JANUARY 2018
 PAGE 2

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Two years of professional level experience in workplace in emergency management and/or teaching of emergency preparedness or emergency services, or any equivalent combination of education and experience which provides the applicant with the desired skills, knowledge, and ability to perform job. Must possess a valid Washington State driver's license.

Education and Training:

- High School diploma or GED is required.
- Bachelor's degree in emergency management, public or business administration, or related field.

PHYSICAL DEMANDS / WORKING CONDITIONS

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is primarily performed in an office environment, although physical hazard from fire, traffic, contagious diseases, toxic gases, hazardous materials and other hazards may occur during disaster situations. Work with computer, printer, photocopier, fax machine and cellular phone.

Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/11/17

AGENDA ITEM:	
AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2017-2018 BUDGET AND PROVIDING FOR INCREASE OF CERTAIN REVENUE AND EXPENDITURE ITEMS	
PREPARED BY:	DIRECTOR APPROVAL:
JAN BERG	
DEPARTMENT:	
FINANCE	
ATTACHMENTS:	
ORDINANCE	
BUDGET CODE:	AMOUNT: \$1,022,866
VARIOUS	
SUMMARY:	

Since the adoption of the 2017-2018 Budget there has been several activities that have occurred to warrant amending the budget. RCW 35.33.07 requires the adoption of a balanced budget which also sets the expenditure authority for the city by the City Council. City Council adopts the expenditure authority at the fund level. From time to time there may be activities that during the budget planning were unable to forecast. This budget amendment addresses the following activities:

In the General Fund additional budget authority to hire of two additional police officers including equipment and patrol vehicles; the hiring a Program Specialist in the Police Records Unit; hiring of a part-time Emergency Preparedness Coordinator, the reclassification of a Program Clerk to a Program Specialist in the Parks Department, purchase of a UTV and drones using grant, tribal gaming and drug enforcement funds and the cost included in the interlocal agreement to provide an embedded social work services.

In the Drug Enforcement Fund additional budget authority to contribute to the purchase of drones, the police utility trailer and ATV and additional funds for the BearCat Armored vehicle purchase.

In the Tribal Gaming Fund additional budget authority to contribute to the purchase of drones and the police utility trailer and ATV.

In the Utility Operations Fund additional budget authority for the department reorganization.

In the Fleet Maintenance fund additional budget authority for costs associated with the purchase of the patrol cars, utility trailer and ATV and additional funds for the BearCat armored vehicle.

RECOMMENDED ACTION:

Staff recommends the City Council approval of the recommended ordinance amending the 2017-2018 budget and providing for the increase in certain expenditure items as budgeted for in the Ordinance.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE
2017-2018 BIENNIAL BUDGET AND PROVIDING FOR THE
INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR
IN ORDINANCE NO. 3042.

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

Section 1. Since the adoption of the 2017-2018 budget by the City Council on November 28, 2016, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2017-18 budget. The following funds as referenced in Ordinance No. 3042 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 6,703,205	\$ 6,703,205	\$ -
General Fund	001	Revenue	97,699,732	97,739,159	39,427
General Fund	001	Expenditures	97,475,334	98,128,627	653,293
General Fund	001	Ending Fund Balance	6,927,603	6,313,737	(613,866)
Drug Enforcement	103	Beginning Fund Balance	238,555	282,976	44,421
Drug Enforcement	103	Revenue	20,300	20,300	-
Drug Enforcement	103	Expenditures	240,000	298,073	58,073
Drug Enforcement	103	Ending Fund Balance	18,855	5,203	(13,652)
Tribal Gaming	104	Beginning Fund Balance	29,406	38,321	8,915
Tribal Gaming	104	Revenue	225	225	-
Tribal Gaming	104	Expenditures	21,853	38,353	16,500
Tribal Gaming	104	Ending Fund Balance	7,778	193	(7,585)
Water/Sewer Utilities	401	Beginning Fund Balance	14,209,418	14,209,418	-
Water/Sewer Utilities	401	Revenue	52,596,667	52,596,667	-
Water/Sewer Utilities	401	Expenditures	57,862,644	57,987,644	125,000
Water/Sewer Utilities	401	Ending Fund Balance	8,943,441	8,818,441	(125,000)
Fleet Services	501	Beginning Fund Balance	269,360	269,360	-
Fleet Services	501	Revenue	5,629,483	5,799,483	170,000
Fleet Services	501	Expenditures	5,601,869	5,771,869	170,000
Fleet Services	501	Ending Fund Balance	296,974	296,974	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Except as provided herein, all other provisions of Ordinance No. 3042 shall remain in full force and effect, unchanged.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
DEPUTY CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____


EXHIBIT A – 2017-2018 Amendment Account Detail

Description	Beg Fund Balance/ Revenue Adj	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund			
Two Additional Police Patrol Officers		289,540	(289,540)
Vehicle - 2 Patrol vehicles		110,000	(110,000)
Equipment - 2 officer/vehicle equipment		12,000	(12,000)
One Additional Program Specialist Police Records Unit		93,129	(93,129)
Drone partial funding from Drug Enforcement & Tribal Gaming	27,000	27,000	-
UTV - Byrne Grant	12,427	12,427	-
ILA Snohomish County - Embedded Social Worker Services		52,000	(52,000)
Reclass Program Clerk to Program Specialist KBCC		2,822	(2,822)
New Hire - P/T Emergency Preparedness Coordinator		54,375	(54,375)
Total General Fund	39,427	653,293	(613,866)
Drug Enforcement - Fund 103			
Beginning Fund Balance	44,421		44,421
Additional Funds for BearCat armored vehicle		38,700	(38,700)
Drones - transfer to General Fund		18,000	(18,000)
Utility Trailer & ATV - transfer to Fleet		1,373	(1,373)
Total Drug Enforcement Fund	44,421	58,073	(13,652)
Tribal Gaming - Fund 104			
Beginning Fund Balance	8,915		8,915
Utility Trailer & ATV - transfer to Fleet		7,500	(7,500)
Drones - transfer to General Fund		9,000	(9,000)
Total Tribal Gaming	8,915	16,500	(7,585)
Utility Operations - Fund 401			
Public Works Department Reorganization		125,000	(125,000)
Total Utility Debt Service	-	125,000	(125,000)
Fleet Maintenance - Fund 501			
2 New Hire Patrol Vehicles	110,000	110,000	-
Additional funds toward BearCat armored vehicle	38,700	38,700	-
Utility Trailer & ATV	21,300	21,300	-
Total Fleet Maintenance	170,000	170,000	-
GRAND TOTAL	262,763	1,022,866	(760,103)

Index #9

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

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM:	
Ordinance amending Chapter 11.08.200 of the Marysville Municipal Code to in regards to tractor-trailer parking	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Ordinance and Amendment (w/Changes) Truck Parking Map	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
City staff have received various complaints in regards to tractor-trailer parking. In addition, some of the areas currently being allowed for tractor-trailer parking are being utilized as staging areas for local delivery service trucks. Chapter 11.08.200 of the Marysville Municipal Code (MMC) currently allows tractor-trailer parking as described in the attachments. The amendment would remove tractor-trailer parking in all areas of the City, except where shown in the attached map and revised ordinance.	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Ordinance amending Marysville Municipal Code (MMC) Chapter 11.08.200 to amend tractor-trailer parking.</p>
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CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 11.08.200 OF THE MUNICIPAL CODE
IN REGARD TO TRACTOR-TRAILER PARKING.**

WHEREAS, parking the truck of a tractor-trailer combination or the entire combination is restricted to certain places and streets in the City of Marysville; and

WHEREAS, unattached trailers or dollies should be similarly restricted; and

WHEREAS, these restrictions are necessary for public safety and the general welfare;
and

WHEREAS, changing conditions require altering these restrictions from time-to-time;
and

WHEREAS, the city engineer has determined that tractor-trailer parking should no longer be permitted in certain locations to enhance traffic safety, traffic flow, and to foster commerce.

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

SECTION 1. Section 11.08.200 of the municipal code is amended as set forth in Exhibit
A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. 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): _____

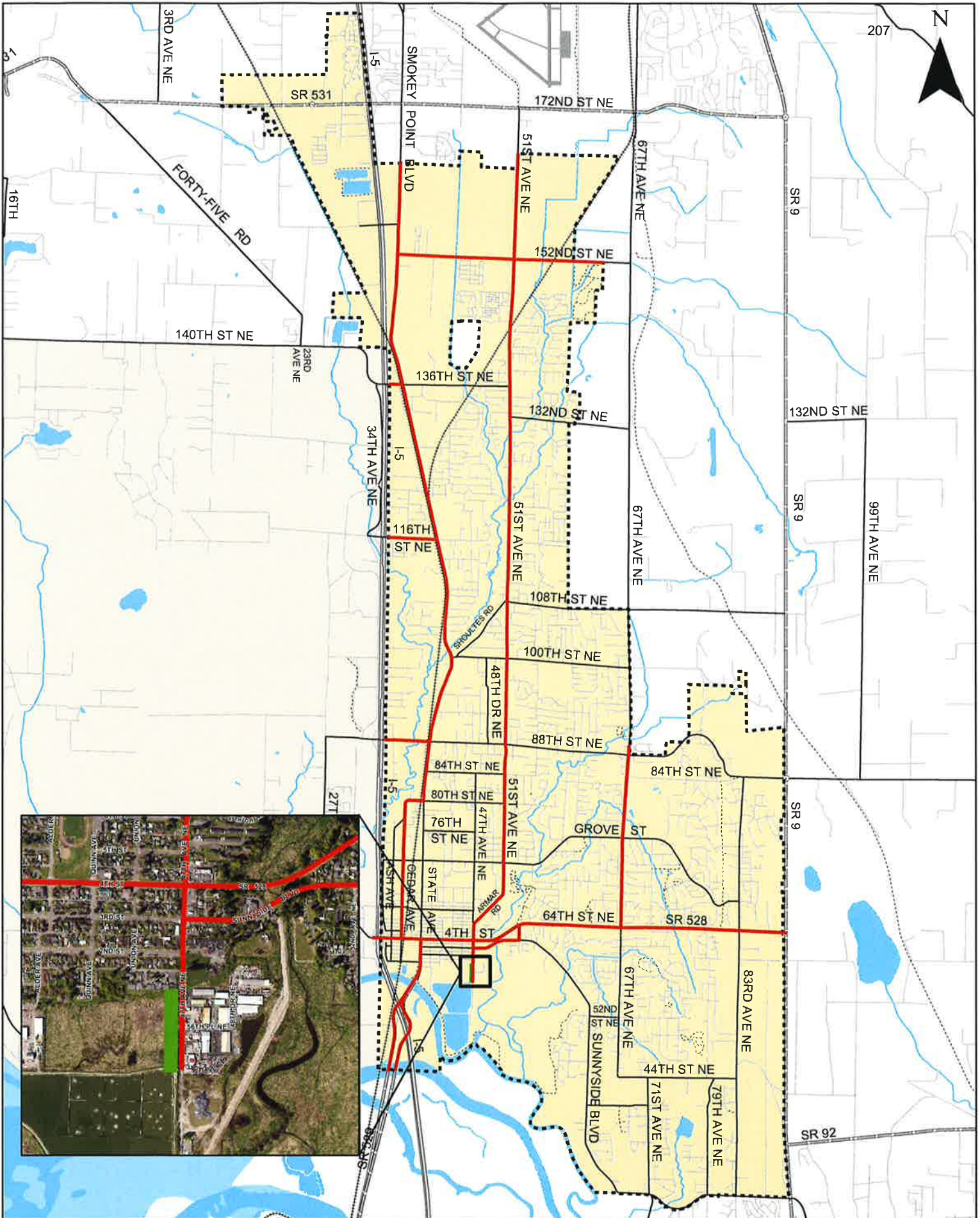
EXHIBIT A

11.08.200 Parking recreational vehicles and trucks.

(1) No person shall park or park and detach any recreational vehicle (as defined in MMC 7.05.050) upon any street or alley; provided, however, a recreational vehicle may park on a city street for a maximum period of 24 hours, provided said recreational vehicle does not violate any parking restrictions (such as posted time zones) and meets all other parking regulations. It shall be a parking violation to move or re-park a recreational vehicle within two blocks of any location where the recreational vehicle has previously parked in a residential zone for up to the 24-hour limit provided in this section.

(2) ~~A tractor-trailer combination may be parked only on the following streets. No person shall park or detach and park upon any street or alley the trailer and/or truck of a tractor-trailer combination which has a manufacturer's gross vehicle weight (combined) in excess of 16,000 pounds, a length in excess of 20 feet, or a width in excess of eight feet upon any portion of a street or alley; provided, however, that parking of all such trucks or tractor-trailer combinations shall be allowed exclusively on the following streets: 47th Avenue NE south of 2nd Street, excluding the area 350 feet south of the south pavement edge of 2nd Street; 36th Drive NE south of 136th Street NE; 38th Avenue NE south of 134th Street NE; 39th Avenue NE between 134th Street NE to 136th Street NE; 134th Street NE east of State Avenue; and 41st Avenue NE south of 134th Street NE. Unattached trailers and dollies of such combinations may be parked only where combinations are allowed to be parked. When parked blocks must be placed under the trailer legs and the trailer must be marked with reflectorized devices that meet all industry standards. It is a violation to park in any other public rights-of-way. Said parking shall be subject to the requirement that blocks are placed under the trailer legs, the trailer is marked with reflectorized devices that meet all industry standards and not within a curved portion of the right-of-way.~~

(3) Trucks or tractor-trailer combinations ~~with a manufacturer's gross vehicle weight in excess of 16,000 pounds, a length in excess of 20 feet, or a width in excess of eight feet~~ may also temporarily park within the untraveled portion of a city street or alley when property is actively being loaded or unloaded from such vehicle; or when the vehicle is a city vehicle or public utility vehicle providing a service to the public; or the vehicle is an emergency vehicle; or such vehicle is currently used at and is located at a specific location within a residential zone for the purpose of assisting in the providing of services such as construction, carpentry, plumbing or landscaping to such residence or location.



City of Marysville
Truck Routes and Truck Parking
 Item 9 - 5
Draft

- Truck Routes
- Truck Parking

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. SPECIAL DAMAGES OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR BUSINESS OR LOSS OF REVENUE OR LOSS OF DATA OR REPUTATION. MAP USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.



Index #10

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, SUPPORTING FUNDING OF A NEW COUNTYWIDE 911
EMERGENCY RADIO SYSTEM.**

WHEREAS, public safety depends on having reliable and effective emergency 911 radio communications; and

WHEREAS, the Snohomish County Emergency Radio System (SERS), has provided a dependable countywide emergency radio service since 1999 that enables our first responders to effectively respond to 911 emergency calls in our area; and

WHEREAS, SERS has two decades of technical expertise in developing, acquiring, installing, operating, maintaining, and managing the countywide emergency radio system; and

WHEREAS, the SERS existing analog, 800 MHz radio system is now outdated and about to reach its end-of-life. When that happens in 2020 and the existing system can no longer be sustained, it will become increasingly difficult and eventually impossible to maintain reliable radio communications between 911 dispatchers and our first responders; and

WHEREAS, independent expert analysis by a national consultant has determined that a new replacement P-25 radio system using modern digital technology will substantially reduce risk of future radio system failure and provide better audio voice quality for simulcast, two-way, interoperable emergency communications; and

WHEREAS, other counties of similar size in our state have already taken action to fund and replace their outdated 800 MHz radio system with a new P-25 digital radio system; and

WHEREAS, SERS is engaged with Snohomish County in a competitive bidding procurement process to select a qualified vendor to provide new countywide 911 radio system equipment and services; and

WHEREAS, equitable countywide funding for a new radio system must be authorized and secured to finance a new radio system that has a potential cost preliminary estimated at \$60 to \$75 million.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that we, the City of Marysville, support taking necessary actions as soon as possible to replace the outdated SERS emergency radio system. We respectfully urge that Snohomish County elected officials approve the resources necessary to purchase, design, and install a new, digital, countywide, P25 911 emergency radio system. The City of Marysville

supports the County taking actions necessary to authorize a dedicated countywide equitable funding source for the new emergency 911 radio system.

ADOPTED by the City Council at an open public meeting 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

Index #11

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

CITY COUNCIL MEETING DATE: 12/11/17

AGENDA ITEM:	
Ordinance Prohibiting Entering Roadway at Restricted Intersections	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City previously analyzed accident data and identified the ten intersections with the highest accident rates and the Council restricted solicitation at those intersections and at freeway on-ramps and off-ramps by adopting Ordinance No. 2971. Because persons could cause traffic safety issues at these intersections when engaging in activities other than solicitation staff recommends expanding the prohibition to restrict access to the roadway to marked crosswalks at the ten identified intersections. This would prohibit a person, any part of the person’s body, or an object controlled by the person from entering the plane of the roadway. A violation would be a misdemeanor.

<p>RECOMMENDED ACTION: Staff recommends the Council consider adopting the ordinance.</p>

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, PROHIBITING ENTERING THE ROADWAY AT
INTERSECTIONS DESIGNATED AS RESTRICTED INTERSECTIONS.**

WHEREAS, the City Council previously analyzed accident data and identified the ten intersections with the highest accident rates and restricted solicitation at those intersections by adopting Ordinance No. 2971; and

WHEREAS, the City Council has determined that public safety would be further enhanced by prohibiting conduct at these intersections that is not associated with soliciting; and

WHEREAS, on-ramps and off-ramps of the Interstate 5 freeway or a state route highway present the same safety concerns as these intersections; and

WHEREAS, no person should enter the roadway at these intersections or an on-ramp or off-ramp except in a marked crosswalk.

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

SECTION 1. A new section is added to the municipal code as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 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): _____

EXHIBIT A

11.04.065 Entering restricted intersections prohibited.

(1) Definitions.

“Enter” means to cross the vertical plane of the edge of a prohibited roadway. It includes crossing the vertical plane by any part of a person’s body or any extension thereof including an object that enters the roadway through the action of a person.

“Marked crosswalk” has the same meaning as in RCW 46.04.290 as currently enacted or subsequently amended.

“Roadway” for the purposes of this chapter is the entire width of a street or highway between the curbs, including paved shoulders and bike lanes and excluding sidewalks.

(2) The following locations are designated restricted intersections:

- (a) On-ramp or off-ramp to state route or interstate highway;
- (b) Within 300 feet of the following intersections identified in Exhibit A, attached to the ordinance codified in this section and incorporated by reference:
 - (i) SR 528 and Cedar Avenue;
 - (ii) SR 528 and State Avenue;
 - (iii) SR 528 and 47th Avenue NE;
 - (iv) SR 528 and 67th Avenue NE;
 - (v) Grove Street and State Avenue;
 - (vi) 88th Street and State Avenue;
 - (vii) 92nd Street and State Avenue;
 - (viii) 100th Street and State Avenue;
 - (ix) 116th Street and State Avenue; and
 - (x) 172nd Street NE and 27th Avenue NE.

(3) It is a misdemeanor to enter the roadway of a restricted intersection except to cross the street at a marked crosswalk in obedience to a crosswalk signal.

(4) This section shall not apply to any law enforcement officer acting within the scope of his or her official duty, a city employee acting within the scope of his or her duties, a person responding to an emergency occurring in the roadway or seeking assistance for an emergency occurring in the roadway, or a person authorized by the city to be in the roadway under the authority of a permit issued by a permit issued pursuant to chapter 5.46 or 12.08 or 12.28 of the municipal code, or similar authorization by the city.

Update
Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM:	
Janitorial Services Contract Extension	
PREPARED BY:	DIRECTOR APPROVAL:
Tonya Miranda, Administrative Services Manager	
DEPARTMENT:	
Public Works, Fleet & Facilities	
ATTACHMENTS:	
Amendment No. 8 to Janitorial Services Contract	
BUDGET CODE:	AMOUNT:
Various	\$161,085.60
SUMMARY:	

In 2009, the contract for janitorial services was bid and awarded to Advantage Building Services and the City has exercised the option to renew each annual term since then. The contract can be renewed for up to eight additional years upon agreement of the State Office of Procurement, City of Marysville and Advantage Building Services.

The vendor and City staff negotiated a new contract price to account for the vendor's increased operating costs and increases to services as requested by the City. The proposed price increase is \$20,210.30 for the next annual term, resulting in a new contract amount of \$161,085.60. The price increase is due to the following:

- 1) Additional service locations including the Police South Annex building, the Sunnyside Water Treatment Facility, the Storm/Sewer Portable building, and the Water Quality Modular building.
- 2) An increase in janitorial wages due to an increase in prevailing wage rates.

We propose extending the contract for an additional 12 months subject to all other existing terms, conditions, and specifications. The extension would be effective January 1, 2018 and expire on December 31st, 2018.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Amendment No. 8 to the janitorial services contract between the City of Marysville and Advantage Building Services which increases the contract by \$20,210.30 for a total amended annual contract price of \$161,085.60 and extend the Contract for an eighth annual term.

AMENDMENT NO. 8 TO JANITORIAL SERVICES CONTRACT
BETWEEN
THE CITY OF MARYSVILLE
AND
ADVANTAGE BUILDING SERVICES
Effective January 1, 2018

The City and Advantage Building Services agree to amend and modify the Contract as follows to extend the Contract for an eighth annual term.

1. Site Address #20, "Police Annex South," located at 103 Cedar Avenue, will be added to the cleaning schedule of the Contract.
2. Site Address #21, "Sunnyside Water Treatment Facility," located at 4123 71st Avenue NE, will be added to the cleaning schedule of the Contract.
3. Site Address #22, "Storm/Sewer Portable Building," located at 20 Columbia Avenue NE, will be added to the cleaning schedule of the Contract.
4. Site Address #23, "Water Quality Modular Building," located at 20 Columbia Avenue NE, will be added to the cleaning schedule of the Contract.
5. Advantage Building Services will be paid an additional \$20,210.30 for the eighth annual term extension of the Contract for a total Contract amount of \$161,085.60.
6. The Contract will be extended for an eighth annual term beginning January 1, 2018 and will end December 31st, 2018.
7. All terms, conditions and provisions of the Contract and Amendments 1, 2, 3, 4, 5, 6 and 7 shall remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this contract Amendment No. 8 by their duly authorized representatives to be effective the day and the year first above written.

DATED: _____

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

CONTRACTOR
ADVANTAGE BUILDING SERVICES

By _____

Its _____

Address: _____

Telephone: _____

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

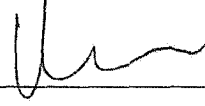
Approved as to form:

By _____
JON WALKER, City Attorney

Update
Index #16

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM:	
Resolution Adopting Policies and Procedures for Right-of-Way Acquisition	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Resolution Right-of-Way Procedures Waiver of Appraisal Procedure Administrative Settlement Policy	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>The Washington State Department of Transportation (WSDOT) requires agencies using federal funds on projects administered by WSDOT to have Approved Right-of-Way (ROW) Procedures that meet program requirements. The City's ROW Procedures were last updated in 2000. The ROW Procedures are intended to be updated at least every three years.</p> <p>The attached ROW Procedures and Waiver of Appraisal Procedure documents are standard form documents from WSDOT. Only the City staff listed in the document have authority to manage and administer right-of-way activities on federally funded projects.</p> <p>The attached Administrative Settlement Policy is <u>not</u> a standard form document from WSDOT. The policy is intended to formalize the City's administrative settlement policies and procedures as outlined in the attachment. This includes Chief Administrative Officer and Public Works Director authority to offer 10% within fair market value. Any settlement above 10% fair market value will require Mayor or Council approval depending on the settlement amount. The Mayor will have authority to offer above 10% fair market value for settlements below \$75,000. Council will have authority to offer above 10% fair market value for settlements above \$75,000. In addition, the current policy indicates every right-of-way or easement settlement require Council approval. The Mayor will now be able to authorize settlements under \$75,000 without Council approval. Any settlement above \$75,000 will require Council approval.</p>	

RECOMMENDED ACTION:

Staff recommends that Council approve a resolution and authorize the Mayor to sign the attached Right-of-Way Procedures, Waiver of Appraisal Procedure and Administrative Settlement Policy thereby adopting the City's right-of-way procurement policy consistent with the Washington State Department of Transportation program requirements.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING POLICIES AND PROCEDURES FOR RIGHT-OF-WAY ACQUISITION AS REQUIRED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY TO OBTAIN SUCH RIGHTS-OF-WAY WHEN THE COST OF ACQUISITION IS LESS THAN \$75,000.00.

WHEREAS, when right-of-way is acquired using federal grant funds, the City must conform with federal regulations; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has policies that conform with applicable state and federal regulations; and

WHEREAS, to fulfill these requirements the City must acquire rights-of-way and real property in accordance with the policies set forth in the WSDOT Right-of-Way Manual and the Local Agencies Guidelines Manual; and

WHEREAS, adopting WSDOT documents -- LPA001 – ROW Procedures & Staff Experience and LPA003 – Waiver of Appraisal Procedure – is necessary to comply with these requirements; and

WHEREAS, adopting policies and procedures for right-of-way acquisition and administrative settlements is also necessary to comply with these requirements; and

WHEREAS, to expedite the acquisition of real property and interests in real property for right-of-way, the City Council authorizes the Mayor to execute all necessary documents to transfer ownership when the compensation paid for such property is less than \$75,000.00; and

WHEREAS, adopting the Right of Way Acquisition Administrative Settlement Policy & Procedures for Marysville will enhance the City's ability to relieve traffic congestion and improve its transportation network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that WSDOT documents -- LPA001 – ROW Procedures & Staff Experience and LPA003 – Waiver of Appraisal Procedure attached as Exhibits A and B are adopted for use by the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council authorizes the Mayor to execute all necessary documents to transfer ownership when the compensation paid for such property is less than \$75,000.00.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Right of Way Acquisition Administrative Settlement Policy & Procedures attached as Exhibit C is adopted for use by the City.

ADOPTED by the City Council at an open public meeting 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

EXHIBIT A



Right of Way Procedures

The City of Marysville, hereinafter referred to as “AGENCY”, desiring to acquire real property (obtain an interest in, and possession of, real property) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way (ROW) in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY’s request.
 - a. Below is a list of responsible AGENCY individual names and positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached are resumes for each individual AGENCY staff listed to perform those functions below, and a brief summary of their qualifications pertaining to the specific ROW function(s) for which they are listed. The procedures shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.
 - i. **PROGRAM ADMINISTRATION :**
Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency’s approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT (under construction)
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy;
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether or not ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see Appendix 25.176).

Public Works Director, City Engineer

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;

- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;

- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Chief Administrative Officer, Public Works Director, Finance Director, City Attorney, City Engineer, Project Manager, Project Engineer

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attached is a copy of the AGENCY’s administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY’s procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Jon Nehring, Mayor

Date

Washington State Department of Transportation

Approved By:

David Narvaez
Local Programs Right of Way Manager

Date

**CITY OF MARYSVILLE
RIGHT-OF-WAY PROCEDURES
RELEVANT EXPERIENCE**

- 2010 – Present Gloria Hirashima, Chief Administrative Officer
Provided oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2001 – Present Kevin Nielsen, P.E., Public Works Director
Provided oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects. Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2015 – Present Jon Walker, City Attorney
Provides legal review and process for right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2000 – Present Sandy Langdon, Finance Director
Provides fiscal and administrative oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2007 – Present Jeff Laycock, P.E., City Engineer
Provided oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects. Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2017 – Present Steve Miller, P.E., Project Manager
Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2016 – Present Jay Cooke, P.E., Project Manager
Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2016 – Present Adam Benton, Project Engineer
Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2017 – Present Kyle Hays, Project Engineer
Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
- 2006 – Present Kyle Woods, Project Engineer
Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.

EXHIBIT B

WAIVER OF APPRAISAL PROCEDURE

The City of Marysville, hereinafter referred to as “AGENCY”, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to-cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Public Works Director for approval.
- C. The Public Works Director signs the AOS authorizing a first offer to the property owner(s).

CITY OF MARYSVILLE

APPROVED:

Jon Nehring, Mayor

David Narvaez,
Local Programs Right-of-Way Coordinator

EXHIBIT C

RIGHT OF WAY ACQUISITION ADMINISTRATIVE SETTLEMENT POLICY & PROCEDURES

The City of Marysville hereby agrees to implement the following policy and procedures to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion in the courts. It is the city's intent to make every reasonable effort to expeditiously acquire real property by negotiation. Furthermore, the City of Marysville recognizes the inexact nature of the process by which just compensation is determined. Therefore, the implementation of the policies and procedures set forth are necessary in resolving differences with property owners:

1. Any administrative or stipulated settlement, which exceeds the fair market value, must be well documented, thoroughly justified, and the rationale set forth in writing.
2. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. It must analyze the specific parcel in the context of the project.
3. The chief administrative officer and public works director each have authority to approve administrative settlements within 10% of the fair market value.
4. The City Council has authority to approve administrative settlements above 10% of the fair market value, when it is determined that such action is in the public interest.
5. If the compensation paid to acquire property or any interest in property for right-of-way purposes is less than \$75,000.00, the mayor has authority to approve administrative settlements above 10% of the fair market value, when he or she determines that such action is in the public interest, and to execute all deeds and other documents necessary to acquire property or any interest in property for right-of-way purposes.
6. In arriving at a determination to approve an administrative settlement, full consideration will be given to all pertinent information, including:
 - (a) The negotiator's recorded information, including parcel details, estimates, bids, research information, all available appraisals, including the owner's, and the owner's rationale for increased compensation as well as the probable range of value if the matter was to go to trial in an eminent domain/condemnation action.
 - (b) The ability to acquire the property, or possession, through the condemnation process to meet the construction schedule.
 - (c) The negotiator's recorded information, including parcel details, estimates, bids, research information,

- (d) Recent court awards in cases involving similar acquisition and appraisal problems.
- (e) Likelihood of obtaining an impartial jury in local jurisdictions, opinion of legal counsel where appropriate.
- (f) Estimate of trial cost weighed against other factors.

Approved by:

Jon Nehring, Mayor

Date

Attest:

April O'Brien, Deputy City Clerk

Date

Approved as to form:

Jon Walker, City Attorney


Date

Update
Index #21

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/11/17

AGENDA ITEM:	
Consideration to Petition to Withdraw from the Snohomish Conservation District	
PREPARED BY:	DIRECTOR APPROVAL:
Kevin Nielsen, Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
N/A	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Snohomish Conservation District is a political subdivision of state government with no regulatory authority. They have been working with farmers, city residents, and rural and suburban landowners on a voluntary basis since 1941 to implement conservation practices. At that time, District boundaries did not include the then-current City limits and therefore the District boundary for Marysville excludes the downtown portion south of Grove Street, but includes all areas annexed since 1941. As approved in 2010, the District annually assesses \$5 per parcel or \$.05 per acre within their District boundaries. On November 29, 2017, the Snohomish County Council voted to increase the assessment to \$6.

Per RCW 89.08.185 the local governing body of any city or incorporated town within an existing district may approve by majority vote a petition to withdraw from the District. If the Council votes to withdraw, staff will draft a petition. The petition shall be submitted to the district for its approval. If approved by the district, the petition shall be sent to the commission. The commission shall approve the petition and forward it to the secretary of state and the boundary of the district shall be adjusted accordingly. If the petition is not approved by the district, the district shall adopt a resolution specifying the reasons why the petition is not approved. The petition and the district's resolution shall be sent to the commission for its review. The commission shall approve or reject the petition based upon criteria it has adopted for evaluation of petitions in dispute.

Based on staff communication with the WA State Conservation Commission's Policy Director, the Commission has not adopted rules with criteria for evaluating a petition to withdraw from a district, but has committed to bringing this issue to the attention of the commission for their consideration as to the development of such criteria. In the absence of criteria, staff will make recommendations to the commission as to criteria and procedures that should be used.

<p>RECOMMENDED ACTION: Staff is seeking direction from Council regarding how to proceed.</p>

Update
Index # 24

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM: Arlington Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Arlington Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2018 to December 31 2019. The changes to the contract are;

Booking Fee	from \$115.00 to \$117.87
Daily fee per inmate	from \$88.50 to \$90.71
Transportation fee (each transport)	from \$62.50 to \$63.06

This increase is reflective of 2.5% COLA increase.

City Attorney, John Walker, has reviewed the language contained in the contract and has approved it as to form.

<p>RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Arlington agreement for jail services.</p>
<p>COUNCIL ACTION:</p>

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Street
 Marysville, WA 98270

**Eleventh Amendment of Interlocal Agreements for
 Jail Services - Arlington
 Section 5 Duration: Renewal 2018-2019 and
 Amendment of Schedule "A":
 2018 Booking Fee \$117.87;
 Transport Fee \$63.06 each way,
 Daily Maintenance Fee \$90.71,
 Effective January 1, 2018**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002, Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005, Marysville and Arlington entered into the Fourth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009; and

WHEREAS, on October 12, 2009, Marysville and Arlington entered into the Sixth Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013; and

WHEREAS, on September 7, 2011, Marysville and Arlington entered into the Seventh Amendment relating to 90 day facility;

WHEREAS, on December 9, 2013, Marysville and Arlington entered into the Eighth Amendment renewing the Agreement for an additional four year term from January 1, 2014 through December 31, 2017, and amending Schedule A; and

WHEREAS, on November 23, 2015, Marysville and Arlington proposed but did not execute the Ninth Amendment, amending Schedule A;

WHEREAS, on March 15, 2016, Marysville and Arlington entered into the Tenth Amendment renewing the Agreement; and

WHEREAS Marysville and Arlington have agreed to Amend Schedule "A" as follows, , Booking Fee from \$115.00 to \$117.87 in 2018, Transportation Fee from \$62.50 per trip to \$63.06 per trip, Daily Maintenance Fee from \$88.50 to 90.71 – Effective January 1, 2018 necessitating the amendment of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Arlington mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$115.00 to \$117.87 on January 1, 2018, Transportation Fee from \$62.50 per trip to \$63.06 per trip, Daily Maintenance Fee from \$88.50 to \$90.71 – Effective January 1, 2018.

2. **Section 5, Duration.** This agreement shall commence on January 1, 2018, and end on December 31, 2019.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Eleventh Amendment to Interlocal Agreement for Jail Services shall be effective January 1, 2018.

4. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 201____.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
Barbara Tolbert, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
Steven J. Peiffle, City Attorney

By _____
Jon Walker, City Attorney

DATE: _____

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A
Effective January 1, 2018

Booking fee beginning January 1, 2018 \$117.87 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$63.06 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$63.06 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily Maintenance Fee \$90.71 **

Bed space as needed on a space available basis.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2018 Seattle CPI-W index will set the amount of the January 1, 2019 increase to Booking and Daily Maintenance Fees.)

Update
Index # 25

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 11, 2017

AGENDA ITEM: Lake Stevens Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Lake Stevens Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2018 to December 31 2019. The changes to the contract are;

Booking Fee	from \$115.00 to \$117.87
Daily fee per inmate	from \$88.50 to \$90.71
Transportation fee (each transport)	from \$62.50 to \$63.06

This increase is reflective of 2.5% COLA increase.

City Attorney, John Walker, has reviewed the language contained in the contract and has approved it as to form.

<p>RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Arlington agreement for jail services.</p>
<p>COUNCIL ACTION:</p>

AFTER RECORDING RETURN TO:

City of Marysville
 1049 State Avenue
 Marysville, WA 98270

**Thirteenth Amendment
 Interlocal Agreement for Jail Services
 Lake Stevens
 Section 5 Duration: Renewal 2018-2019 and
 Amendment of Schedule "A":
 2018 Booking Fee \$117.87;
 Transport Fee \$63.06 each way,
 Daily Maintenance Fee \$90.71,
 Effective January 1, 2018.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999, Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001, Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003, Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004, Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change from \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005, the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006, the parties entered into the Fifth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009, the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, On October 12, 2009, the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011, the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012, the parties entered into the Ninth Amendment Renewal from 2013 through 2016;

WHEREAS, on December 9, 2013, the parties entered into the Tenth Amendment and Amendment of Schedule A;

WHEREAS, on November 23, 2015, the parties proposed but never executed the Eleventh Amendment and Amendment of Schedule A;

WHEREAS, on March 15, 2016, the parties entered into the Twelfth Amendment and Amendment of Schedule A;

WHEREAS Marysville and Lake Stevens have agreed to Amend Schedule "A" as follows, Booking Fee from \$115.00 to \$117.87 in 2018, Transportation Fee from \$62.50 per trip to \$63.06 per trip, Daily Maintenance Fee from \$88.50 to 90.71 – Effective January 1, 2018 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$115.00 to \$117.87 on January 1, 2018, Transportation Fee from \$62.50 per trip to \$63.06 per trip, Daily Maintenance Fee from \$88.50 to \$90.71 – Effective January 1, 2018.

2. **Section 5, Duration.** This agreement shall commence on January 1, 2018, and end on December 31, 2019.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 201__.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
Vern Little, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
Grant Weed, City Attorney

By _____
Jon Walker, City Attorney

DATE: _____

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A

Effective January 1, 2018

Booking fee beginning January 1, 2018 \$117.87 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$63.06 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$63.06 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily maintenance fee \$90.71 **

Bed space as needed on a space available basis.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For

example the June 2018 Seattle CPI-W index will set the amount of the January 1, 2019 increase to Booking and Daily Maintenance Fees.)

Update
Index #26

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

CITY COUNCIL MEETING DATE: 12/11/2017

AGENDA ITEM:	
Teamsters #763 Collective Bargaining Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Memo from Gloria Hirashima to City Council 2. Proposed Collective Bargaining Agreement (redline). 3. Proposed Collective Bargaining Agreement (clean). 4. AWC 2017 Medical Plan Comparison. 	
BUDGET CODE:	AMOUNT:
	\$
SUMMARY:	

The City of Marysville negotiating team has reached tentative agreement with representatives of Teamsters #763. The members will be voting on the contract in December. In order to implement the agreement January 1, 2018, the Marysville City Council would also need to approve the contract prior to January.

Attachment 1 includes a memo summarizing highlights of the agreement.

RECOMMENDED ACTION: Staff recommends that Council approve the collective bargaining agreement and authorize the Mayor to sign the final agreement, subject to ratification by Teamsters #763 and final edits consistent with the tentative agreement.




EXECUTIVE OFFICE

1049 State Avenue
 Marysville, Washington 98270
 Phone: 360.363.8000
 marysvillewa.gov

MEMORANDUM

To: City Council

From: Gloria Hirashima, Chief Administrative Officer 

Date: December 8, 2017

Subject: Teamsters Contract Update

Contract negotiations between the City of Marysville (the City) and Teamsters Local 763 (the Union) began in July 2017 and encompassed 6 negotiation sessions. The City negotiation team consisted of myself, Kevin Nielsen – PW Director, Sandy Langdon-Finance Director, Bill Kolden – HR Director, Wendy Wade-Police Commander and our labor attorney Peter Altman-Summit Law. The City and Teamsters negotiation teams have worked many hours on the contract, resulting in tentative agreements on multiple contract language and economic items. As a result of these sessions, we have reached a tentative agreement that included the following highlights:

Article 1: Incorporation of previously agreed to memorandum of understanding relating to seasonal and temporary workers.

Article 3.2: Allowing employees to cash out their administrative bank bi-annually instead of annually.

Article 3.6: Increasing Standby Duty rate from \$1.50/hour to \$3.00/hour.

Article 7.13: Cash out of all unused vacation in the event of an employee's death.

Article 9.1: Change of Medical Insurance from AWC HealthFirst plan to AWC HealthFirst 250 and from Group Health Cooperative Plan 2 to Kaiser Permanente \$200/\$20 Co-Pay Plan. In exchange for moving to the replacement plans, all full-time and regular part-time employees eligible for health insurance benefits, will receive a one-time payment of \$2500.

Article 9.8: Language relating to Employer discretion to move from fully-insured to self-insured coverage provided employee benefits are not substantially altered. Employer will notify Union and bargain any impacts.

Article 10: Language relating to pension requirements to ensure legal compliance for contributions.

Article 11.2: Boot allowance and revision to clarify boot purchases for new hires.

Article 18.1.2: Specifies that city will provide rain gear, rubber boots, and certain safety equipment for seasonal/temporary maintenance employees in Parks and Public Works.

Article 19.1: Duration of contract for a three year term, January 1, 2018 through December 31, 2020.

Article 19.2: Reopener for Paid Leave provisions of Initiative 1433 if needed.

Appendix "A":

The following individual position salaries or requirements were revised:

- A.1 Police Property/Evidence Specialist increased by 2%.
- A.2 Accounting Technician-Accounts Payable moved to Pay Code 7.
- A.3 Water Quality Specialist/Cross Connection Control Specialist increased by 3%.
- A.4 Water Operator – create position at Pay Code 22-1.
- A.5 Wastewater Treatment Plan (WWTP) Operator increased by 3%.
- A.6 Wastewater Treatment – no longer eligible for 3% premium and certification not required.
- A.7 Water Operations/Maintenance Lead Worker II increased from Pay Code 24 to Pay Code 25.
- A.8 Facilities Maintenance Worker II increased from Pay Code 16-1 to Pay Code 18.
- A.9 Wastewater treatment plant (WWTP) Lead -1.5% pay premium for WWTP Group III certification after attainment, consistent with 2016 WWTP MOU.
- A.10 Seasonal/temporary maintenance employee wage chart adjusted, Years 0-5.
- A.11 **Teamsters Pay Grid reflecting the following (after application of increases in A1-A11 above): 2018- 2.7% increase effective 1/1/18, 2019-2.7% increase effective 1/1/19, and 2020-3% increase effective 1/1/20.**
- A.14 Prior Work Experience – Allows Employer to increase starting salary to give credit for prior work experience up to Step 4 at hire, and Step 5 at completion of probationary period.
- A.18 Employee doing higher classification work (out of class) will receive 5% over employee's regular rate of pay for work exceeding three shifts plus one hour.

This collective bargaining agreement represents approximately 100 employees. The groups represented are office clerical, public works, parks & recreation, police records and seasonal/temp maintenance employees working over 347 hours. The 2018 implementation cost is approximately \$475,000 (\$250,000 in one-time health insurance change payment, and \$225,000 2018 COLA and other salary/wage adjustments). 2019 and 2020 wage adjustment and other salary impacts resulting from the contract are estimated at \$215,000 and \$245,000 respectively.)

The 2.7% wage adjustment is 90% of CPI-W as identified by the US Department of Labor, Bureau of Labor Statistics for Seattle-Tacoma-Bremerton area for October 2017.

The one time health payment was negotiated to mitigate the health insurance change that is being enacted on 1/1/18 for employees on the Health First and current Kaiser plan. The City will be moving all employees currently on HealthFirst and Group Health Plan 2 to Health First 250 or Kaiser \$200/\$20 Co-Pay as our current plans are being terminated by our provider AWC. There will be an impact with the new plans as deductibles, maximum out of pocket are increasing and coverage is decreasing for various services.

**DRAFT RATIFICATION DOCUMENT
12.5.17**

AGREEMENT

by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, ~~2015-2018~~ through December 31, ~~2017-2020~~

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DRAFT RATIFICATION DOCUMENT
12.5.17

AGREEMENT

by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, ~~2015-2018~~ through December 31, ~~2017-2020~~

THIS AGREEMENT is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 Recognition - The ~~Employer-City~~ recognizes the Union as the sole collective bargaining agent for all City of Marysville, Washington, Office-Clerical, Public Works, Parks and Recreation and Emergency Services Support employees, excluding supervisory, confidential, ~~and casual, and seasonal/temporary maintenance employees in parks and public works working less than three hundred and forty seven (347) hours in a rolling twelve (12) month period.~~ ~~Casual employees working within the Parks and Recreational Department or at the Golf Course shall be allowed to work one thousand forty hours (1040) per year or replace an absent regular employee for up to one (1) year. Casual employees working in departments other than Parks and Recreational shall be allowed to work seven hundred twenty (720) hours per year or replace an absent regular employee for up to one (1) year.~~
- 1.1.a For purposes of this Agreement, a "seasonal/temporary maintenance employee in Parks and Public Works" is defined as an individual employed for less than twelve hundred (1200) hours in a twelve (12) rolling month period. In the event that such an individual is employed for more than three hundred forty seven (347) hours in a twelve (12) month rolling period, the employee shall become a limited member of the bargaining unit, and will be entitled to a rate of pay as outlined in Appendix A, but will only have those benefits specifically outlined in Section 1.1.b. below. Upon reaching twelve hundred (1200) hours in a twelve (12) rolling month period, the employee shall be covered by this collective bargaining agreement as a regular employee.
- 1.1.b. Seasonal/temporary maintenance employees in Parks and Public Works who have worked more than three hundred forty seven (347) hours, but fewer than twelve hundred (1200) hours in a twelve (12) rolling month period, will be covered by the following articles:
- Articles 1, 2, 3.3, and 3.4, 12, 13, 15 (safety and wages only), 16, and 19
- 1.1.c. Union Notification – Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in Parks and Public Works, and within the next pay period after a seasonal/temporary maintenance employee in Parks and Public Works crosses the three hundred forty seven (347) hour threshold, the City shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The City shall promptly notify Local 763 when a seasonal/temporary maintenance employee in Parks and Public Works terminates employment.
- 1.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the

DRAFT RATIFICATION DOCUMENT
12.5.17

Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

- 1.2.1 An employee shall be protected from having to join the Union provided the employee can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which he is a member, in which case he shall pay an amount of money equivalent to the regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made.
- 1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees covered by this Agreement the dues, ~~and initiation fees, and delinquent dues and initiation fees as certified by~~ of the Union and shall remit to said Union all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify and hold harmless the Employer from any and all liability resulting from the dues check-off system, including the deduction of dues, initiation fees, and any delinquent dues and initiation fees.-

ARTICLE 2 **NON-DISCRIMINATION, UNION INVESTIGATION & SHOP STEWARDS**

- 2.1 Non-Discrimination – No employee shall be discriminated against for upholding Union principles and any employee who works under instructions of the Union, or who serves on a committee, shall not lose his job or be discriminated against for this reason; provided however, such activities shall not interfere with the employee's work duties.
- 2.1.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental, or sensory handicap, or age, unless such physical, mental, or sensory handicap, or age, has a bona fide occupational qualification.
- 2.1.2 Wherever words denoting a specific gender are used in this Agreement they are intended and shall be construed so as to apply equally to either gender.
- 2.2 Union Investigation – Duly authorized business agents of the Union may visit the work location of employees upon reasonable notification to the Employer. Such representative shall limit his activities during such visitations to matters relating to this Agreement. Work hours shall not be used by employees and/or Union representatives for the conduct of Union business or the promotion of Union affairs other than that stated herein. Union business including the investigation of grievances, shall occur during non-working hours (e.g. coffee breaks, meal periods, before and after shift).
- 2.3 Shop Steward – In the interest of resolving problems and keeping the City operating in an efficient and cost effective manner, the Union shall have the right to appoint five (5) shop stewards. The steward(s) have the responsibility to assist the members and the city in resolving grievances/issues using good judgment to balance these needs with their primary job duties. Use of City equipment may be authorized by the Human Resources Department on a case by case basis. The steward shall recognize that this privilege is not to be abused and all investigating/problem solving shall be within reason and approved by the Department Director.
- 2.3.1 The City recognizes that the steward is a rank and file member of the bargaining unit and

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does not have the right to call or authorize a work stoppage, bind the Union through an agreement(s) of any kind or set precedent regarding grievances. The City shall not hold the Union responsible for any individual who violates these parameters.

ARTICLE 3 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

- 3.1 Hours of Work – Eight (8) consecutive hours, exclusive of meal periods, shall constitute a normal days schedule for all full-time employees. Five (5) consecutive days in a seven (7) day period with at least one (1) weekend day off shall constitute a normal weeks schedule for all employees; provided however, where appropriate, work schedules may be established by the Employer which provide for other than eight (8) hours per day and other than five (5) days per week but with corresponding changes in hours off and in days off. In cases where the employer changes an employee's normal work schedule (shift hours), with less than forty-eight (48) hours' notice, to the employee, the employee shall be paid a ten percent (10%) shift differential for their hours worked until completion of the shift change (i.e. snow days, special projects, water main work at night). Overtime hours will include the shift differential. This shall not apply to call back. Employees other than lead workers who work a schedule that includes a Saturday or Sunday and includes supervisory duties shall be paid a shift differential of one and one-half percent (1.5%) for their complete work week schedule for each one day of lead that is performed. In no event shall any employee be placed on a schedule that does not allow one (1) weekend day (Saturday or Sunday) off.

All departments, except the Police Department, with weekend shifts (non-lead) shall be bid in each department by seniority. The individual must have the minimum qualifications to perform the work and have two (2) years seniority with the city to be awarded the bid. If no one is awarded the bid the city will select by inverse seniority. The least senior employee (with at least two years seniority) with the minimum qualifications shall be awarded the position. Seniority will be the date of hire within the city. The entire bid will be posted including the positions which the city has the right to fill per this subsection.

All weekend shifts shall be bid on a seniority basis, annually, each December. On the first (1st) working day in December all weekend shifts shall be posted for five (5) working days, during which time employees shall be afforded the opportunity to bid. Annual shift bids shall be awarded and become effective the first (1st) of January.

- 3.2 Overtime – If an employee is required to work in excess of the normal number of hours per day established in Section 3.1, or forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should other schedules be in effect, such as four (4) ten (10) hours days per week, overtime shall be paid for work in excess of the assigned schedule. Employees receive overtime pay when a holiday, vacation or compensatory time falls within the same week. Conversely, employees who work in excess of the normal hours per week are not generally eligible for overtime pay when sick leave hours have been used in the same week with the exception of emergency/unscheduled overtime (Section 3.2.1) and any time the employer compels a member to work (except as provided in Sections 3.2.2 and 3.2.3). Employees have the option of utilizing compensatory or vacation hours in lieu of sick leave. Except in emergency situations (Section 3.2.1), all overtime shall be approved in advance by the Employer and posted by department/division (see attached Appendix Z) and filled per Sections 3.2.2, and 3.2.3. Overtime shall be offered by seniority to employees in those divisions. Overtime is based on the employee's knowledge, achieved and required certifications, and ability in the division to perform the work being assigned.

Employees required to travel out of the City of Marysville shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement;

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provided however, all employees who travel beyond thirty (30) miles from their normal workstation shall be compensated for travel time with compensatory time off, which shall be used by mutual agreement between the Employer and the employee(s), within the next ten (10) working days. If the employee(s) are not afforded the compensatory time off during the next ten (10) working days, they shall be paid for the compensatory time on their next paycheck.

In lieu of paid overtime, compensatory time-off may be earned upon the request of the employee and approval of the Supervisor and shall be taken at the rate of one and one-half (1 ½) times the actual time worked. Such compensatory time shall not exceed two hundred forty (240) hours in any calendar year nor shall more than forty (40) hours of compensatory time be carried over into the calendar year.

Employees may request a “cash out” of their compensatory accrual bank twice a year: June request for July payments and/or November for December payments.

3.2.1 Emergency Unscheduled Overtime – Emergency Unscheduled Overtime is defined as an event/situation that occurs on an emergency, unplanned basis outside of the normal work schedule and requires immediate response.

Posting - The Employer shall prepare and post the emergency unscheduled overtime master list at Public Works and Parks, Monday of each week. This list will be used for the assignment of emergency (unscheduled) overtime for the following week. The assignment of overtime will be determined by seniority (Teamsters date of hire) within the department, and by classification. Monday afternoon of each week the lists in the specified divisions shall be taken down, signed and dated by the on duty Standby person and kept in their possession through their Standby week. The Standby person will distribute copies of the list to the Water Operations Manager, the Streets/Solid Waste Manager, the Water Resources Manager, Fleet and Facilities Manager, and the Shop Stewards by end of shift on Monday. The overtime assignment shall go to the most senior Worker who signed up on the Emergency Unscheduled Overtime list

Volunteer Within Division - When there is an Emergency Unscheduled Overtime need without a qualified employee from that classification within the division, the Employer shall call out the most senior qualified employee in the division who has signed up for the Emergency Unscheduled Overtime on the master list.

Volunteer Within Classification - When there is an Emergency Unscheduled Overtime need without a qualified employee by classification signed up on the Emergency Unscheduled Overtime master list, the Employer may call out any employee within the bargaining unit who is able to perform such work and meets the qualifications of the classification/position

When employees are called for emergencies, and if they don't answer their phones, a message must be left stating that the overtime opportunity was missed.

3.2.2 Scheduled Overtime – Scheduled overtime is defined as a pre-planned event or project that occurs outside of the normal work schedule (i.e., Strawberry Festival, Healthy Communities, paving projects, etc.).

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Scheduled Overtime needs and the work is normally performed by the division, the Employer shall post the overtime at the division's location (normal posting location) and shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to:

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1. Qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.
2. When insufficient employees are available within a department or division the Employer shall prepare and post a notice on the employee bulletin board at the main buildings of the Employer (all City buildings) for the solicitation of volunteers. Each posting shall be accompanied by a sign-up sheet to be filled in by employees volunteering for the overtime.
3. Once an employee signs the list they must remain available to perform the work until such work is assigned, except for verifiable illness or injury of the employee or an immediate family member (as determined in Section 8.2) that incapacitates the employee from performing the work they requested.

3.2.3 Unscheduled Overtime (non-emergency) – Unscheduled overtime is defined as work or projects that are completed based on weather conditions, availability of equipment, or other variables or business needs.

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Unscheduled Overtime needs and the work is normally performed by the division, the Employer shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.

Employees who volunteer or are offered to work overtime, report to work and who demonstrate to the Employer an unwillingness to perform the assigned work shall be released from the assignment, and prohibited from signing up for overtime for a period of 45 calendar days from the date of the unwillingness to perform assigned work.

3.2.3.1 When it becomes evident during the workday that overtime will be necessary to complete a job, those employees who have been performing the work during the regular shift are encouraged to remain on the job to complete the work. If the employee(s) do not volunteer to remain on the job, the Employer may compel qualified employees(s), in inverse Teamsters seniority order unless the employee has a pre-scheduled appointment or obligation.

3.2.4 If insufficient qualified and able volunteers are available to meet the needs of the Employer then the overtime shall be compelled from first:

- 1) The employees working in the classification of the overtime from junior to senior based on length of service in the classification.
- 2) And next to all other bargaining unit employees qualified and able from junior to senior until the Employer's overtime needs are met.

3.2.5 For purposes of Section 3.2.1, in determining which employee performs work within a classification, the determination shall be based upon which employee performs the function or operates the equipment as a normal and routine part of their day-to-day assignments. Where one (1) or more "departments" perform a function or operate equipment as a routine part of their work, the "departments" shall be considered to be one (1) department and

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employee hire dates shall be amalgamated for assigning overtime.

- 3.2.6 Employees required by the Employer to work more than two (2) hours beyond the end of their shift, when such extended work has not previously been scheduled, shall be provided a meal or reimbursed for the cost of a meal up to ~~fourteen-twenty~~ (\$14~~20~~) dollars with receipt, in addition to overtime.
- 3.3 Rest Periods - Employees shall receive a fifteen (15) minute rest period on the Employer's time for each four (4) hours, or major portion thereof, of their working time.
- 3.4 Meal Periods - Employees shall receive not less than a thirty (30) minute nor more than a one (1) hour meal period which shall be on the employee's own time and which shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 3.5 Callback - An employee who has left work and is called back to work after completion of his regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should an employee's regular shift start less than three (3) hours from the time he started work on the callback, he shall receive one and one-half (1 -1/2) times his regular straight time hourly rate of pay only for such time as occurs before his regular shift. If the employee is called back within three (3) hours of his regularly scheduled start time, with mutual consent between the Employer and the employee, the employee may be released from work upon completion of eight (8) hours of work. In such an event, overtime shall not be paid for those hours worked prior to the employee's regularly scheduled start time.
- 3.5.1 Alarm System Callback - Alarm callbacks shall be the work of the bargaining unit. An employee called back for an alarm shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular rate of pay.
- 3.5.2 SCADA Alarm Callback - Standby employees that check and make adjustments to operational settings proactively on the SCADA system from the Standby laptop, or other device provided, shall receive one (1) hour at 1.7 times their regular rate of pay. If called by SCADA (emergency), Standby employees shall receive the standard callback (see Section 3.5) at 1.7 times their regular rate of pay.
- Response to communication failures via the SCADA system are typically done by the Telemetry Administrator and, therefore, not the sole work of the Bargaining Unit.
- 3.6 Standby Duty - Employees who are assigned to Standby Duty shall receive ~~one dollar and fifty cents~~ three dollars - (~~\$1.50~~ 3.00) for each hour of Standby Duty or portion thereof. Such compensation shall be in addition to and exclusive of any other compensation required by this Agreement. The provisions of Section 3.5 shall not apply when an employee on Standby is called back to work within one (1) hour of the end of his shift. In such event, the employee shall be paid at the overtime rate for the time from the end of the employee's regular work shift through the completion of the task(s) the employee was called out to perform.
- 3.6.1 Actual overtime hours worked during standby duty shall be paid at one and seven tenths (1.7) of the employees' regular straight time hourly rate of pay.

ARTICLE 4 TRIAL PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 4.1 Trial Period - A new employee shall be subject to a six (6) month initial trial (probationary) period commencing with the most recent date of hire in a bargaining unit position. The initial trial period may be extended in writing up to an additional six (6) months upon mutual

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agreement between the Employer and the employee, with a copy to the Union. An employee is not eligible to sign up for emergency unscheduled overtime during the initial trial period. During the initial trial period the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the initial trial period shall not be subject to the grievance procedure. The Employer may not discharge or discipline for the purpose of discriminating against an employee because of lawful Union activity. No employee shall serve a trial period except as provided in this Agreement while employed in a position within the bargaining unit. Employees who have been accepted into a position (in initial employment) within the preceding twelve (12) months shall not be considered for openings until they have held a position for at least twelve (12) months. This provision may be waived by the City Administrator whenever it is in the interest of the City.

4.2 Length of Service - In layoff, recall, and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service within the Teamster bargaining unit and his/her ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

4.3 Layoff - When the City becomes aware that a layoff may be necessary, they will notify the Union in a timely manner. Within fourteen (14) calendar days of notification, appropriate representatives from the Union and the City will meet to review the issues and process as defined below before issuing notices.

The City will notify the bargaining unit in writing (posting) of an impact and ask for volunteers. If there is an insufficient amount of volunteers within fourteen (14) calendar days of the posting, the layoff process will apply.

The employee with the least seniority (seniority shall be defined as the most recent date of hire within the City's Teamster bargaining unit) within the classification shall be laid off first.

4.4 Bumping – The City agrees that when contemplating potential layoffs, it shall meet with each affected employee to review the employee's seniority date and discuss the employee's skills and abilities in an effort to determine appropriate placement via the bumping process.

The City shall consider the employee's skills, abilities, qualifications, and certifications regarding bumping and the City's judgment shall be reasonably exercised.

In the event of a layoff:

- 1) The employee may bump the least senior employee within his/her same classification and department, provided that the bumping employee has more seniority and meets the qualifications of the position.
- 2) If no opportunity exists in sub-paragraph 1 (above), then the employee may bump the least senior employee in the same classification within the bargaining unit, provided that the bumping employee has more seniority and meets the qualifications of the position.
- 3) If no opportunities exist in sub-paragraphs 1 or 2 (above), then the employee may bump the least senior employee in a lower classification, provided the bumping employee has more seniority and meets the qualifications of the position. In the event the "bump" would normally result in a pay decrease, the employee's prior pay level will be preserved at the pre-layoff step as long as all certifications are maintained. In the event of a position opening, the city may place the affected employee in the prior position that they held based on seniority.

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A bargaining unit employee who has “bumped” into a new position as a result of this process shall be in an orientation period and shall be subject to written performance evaluations throughout a four (4) month orientation period. The employee must be able to perform the work with a reasonable amount of training prior to the completion of the orientation period. At the completion of the orientation period, the employee will resume the normal evaluation process.

For the purpose of bumping into the Municipal Court, an employee may bump if he/she meets the qualifications for the job and the needs of the Court and the Judge pursuant to General Rule 29.

The pay grade of the position bumped into will prevail; however, the employee shall be placed at a step comparable to their current pay as possible within the pay grade. Step increase dates are set to the new move date.

- 4.5 Recall - In the case of recall, those employees with the longest length of continuous service shall be recalled first, provided they can perform the duties required in the classification affected. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.

When the Employer is unable to contact an employee who is on layoff for recall the Union shall be notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer’s obligation to recall the employee shall cease.

The Employer has no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled after five (5) working days, the Employer shall have no further obligation to recall him.

- 4.6 Job Vacancies – Before the City awards a position to an applicant from outside the bargaining unit, a representative from the City, ~~at the employee's request, upon request from an employee in the bargaining unit,~~ shall meet with a representative from the Union to show the applicant has substantially better qualifications and abilities. When a regular or separately funded job vacancy occurs, notice shall be posted on the bulletin board at each work site for five (5) working days (City Hall, Public Works Building, Parks Office, Police Office and Golf Course). Employees covered by this Agreement who desire consideration for such openings shall submit an application as required by posting. Bargaining unit employees shall be given first consideration for filling the position if they apply for the position during the five (5) working day posting period unless applicants from outside the bargaining unit have substantially better qualifications and ability. Employee selection shall be based upon length of service with the Employer and ability to perform the duties of the job. Job vacancies not filled from within the bargaining unit shall be filled at the Employer's discretion. Employee(s) who have completed one (1) year of employment and who transfer to a different classification through promotion or otherwise shall serve a four (4) month orientation period at the beginning of the new assignment, during which time the Employer may return the employee to their prior job. The employee has the right to return to their previous position during the four (4) month orientation period. ~~Before the City awards a position to an applicant from outside the bargaining unit a representative from the City shall meet with a representative of the Union to show the applicant has substantially better qualifications and abilities.~~

- 4.6.1 The Employer may post job vacancies within the City as provided in Section 4.56, and at the same time advertise the opening through other means.

- ~~4.6.2 "Temporary" employees who have completed one (1) full year of employment with the City shall be considered to be an employee eligible for consideration for filling available~~

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~~positions as provided in Section 4.5.~~

4.7 Employees hired pursuant to special or limited funding for identified projects of definite (although extended) duration shall have separate classification seniority applicable only in that classification for purposes of Sections 4.3 and 4.4.

4.8 An employee’s seniority shall be broken so that no prior record of employment shall be counted and his seniority shall cease upon:

- Justifiable discharge
- Voluntary quit
- Retirement
- Layoff exceeding twelve (12) months
- After twelve (12) months of absence due to a non-occupational injury or illness
- After twelve (12) months of absence due to occupational injury or illness

ARTICLE 5 WAGES

5.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay set forth within Appendix A, which by this reference is incorporated herein as if set forth in full.

ARTICLE 6 HOLIDAYS

6.1 Employees shall be granted the following holidays and such other days as the City Council may see fit without a reduction in pay:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day After Thanksgiving Day	
Christmas Day	December 25 th
(Floating Holiday – see Article 7.1)	

6.2 Should any work be performed by an employee on a holiday, he shall be paid at the overtime rate for such work. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

6.3 The dates set forth within Section 6.1 represent the specific dates on which a holiday shall be observed. Should the dates for any such holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth within Section 6.1.

6.4 Regular part-time employees who work twenty (20) hours or more per week shall receive holiday pay on a pro rata basis, based on their normal work schedule.

6.5 Holiday Bank for the Police Department

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A holiday leave bank shall be established for employees working mandatory alternative schedules. This bank shall consist of a total of eighty (80) holiday hours during each calendar year. Part-time employees shall receive a pro-rated amount of hours based upon their regularly scheduled work week. These hours shall be placed in a holiday bank for each employee on January 1st of each year.

Employees who fall under the provision of this section must be in a pay status on the workday before and the workday after the observed holiday to utilize holiday bank hours. If an employee is not in a pay status on the work day before and the workday after the observed holiday, the eight (8) hour equivalent (or the appropriate pro-rated amount) for that holiday shall be deducted from his/her holiday bank.

Employees who would normally have been scheduled to work on a day that a holiday is observed shall debit hours from their holiday bank, provided that, the hours debited do not exceed the equivalent of their regular work shift. Such employees shall have a minimum level of hours debited equal to the amount of hour earned for that holiday. If additional time is required to equal the hourly amount of the employee's regular full shift, the employee may opt to supplement holiday bank hours with accrued vacation, compensatory time or unpaid leave of absence.

Employees working less than a full calendar year will have their holiday bank credited hours equivalent to the amount (of, if appropriate pro-rated equivalent amount) of holiday hours remaining in the work year.

Holiday hours not used by the completion of the calendar year shall be lost to the employee.

Employees who separate employment during the calendar year will be paid eight (8) hours (of, if appropriate pro-rated equivalent amount) for each holiday occurring prior to the date of separation, less all holiday hours already debited from the holiday bank. If an employee has debited his/her holiday bank for more than eight (8) hours equivalent (of, if appropriate pro-rated equivalent amount) for each holiday that has occurred prior to that date of separation, the appropriate hourly equivalent shall be deducted from the employee's final paycheck.

ARTICLE 7 VACATIONS

7.1 Employees shall accrue vacation leave in accordance with the following schedule inclusive of the floating holiday:

Years of Employment	Hours Accrued Per Month	Total Days Accrued During Anniversary Year
1st through 2 nd	7.33	11
3rd through 5 th	8.67	13
6 th	10.67	16
7th through 8 th	11.34	17
9th through 10 th	12.67	19
11 th	14.00	21
12th through 13 th	14.67	22
14th through 15 th	15.33	23
16th through 17 th	16.00	24
18th through 19 th	16.67	25
20th and more	17.33	26

7.1.1 The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with his anniversary date of employment.

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- 7.2 Each employee shall be entitled to carry over a maximum of two (2) years vacation at his applicable annual rate into any calendar year. When the maximum vacation accrual has been reached and the employee has excess accrual above such maximum, at no fault of the employee, the employee shall be allowed to carry over such excess to be used within the first six (6) months of the next calendar year.
- 7.3 No employee shall receive compensation for unused vacation leave greater than two hundred forty (240) hours at the time of retirement. Leave in excess of this amount shall be taken prior to retirement.
- 7.4 Vacation leave shall not accrue during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the afore-referenced schedule.
- 7.5 In the event a holiday falls within the employee's vacation period, it shall not be counted as a day of vacation.
- 7.6 Earned vacation leave may be taken at any time during a period of extended sickness after the expiration of sick leave. When an employee has exhausted his sick leave balance during the course of an absence due to illness or injury, the employee may use accrued vacation leave for the balance of the absence, subject to certification of the condition by the employee's health care provider. Employees without sick leave as a result of an extended illness may be permitted by the Employer the use of vacation for, sick days on a case by case basis.
- 7.7 New employees, upon being appointed to full-time employment, shall accrue vacation leave in accordance with these provisions; provided however, such employee who leaves the Employer's service prior to completion of six (6) months shall not be compensated for any accrued vacation time.
- 7.8 An employee who fails to provide a two (2) week advance notification of intent to resign shall forfeit his rights to earned vacation. The two (2) week notice may be waived by the Chief Administrative Officer in situations that would make such notice by the employee impossible.
- 7.9 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The Employer will notify the Employee in writing within five (5) days of receipt of the vacation request.
- 7.10 Vacation Waiver - Employees who have given notice to the City's Human Resources Department of the intention to retire from the City of Marysville may waive the accrual of vacation during their final five (5) years of employment with the City, in whole or in part, and upon such waiver, the City shall calculate the annual value of the waiver vacation, divide the amount by two thousand eighty (2080) and this result shall be added to the employee's hourly/monthly compensation. Employees may make a waiver election only during December for the following year.
- 7.11 Regular part-time employees who work twenty (20) hours or more per week shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week and the department's normal workweek is forty (40) hours, the employee shall receive 20/40ths, or fifty percent (50%), of the hourly accrual received by a full-time employee.
- 7.12 Perfect Attendance - Employees who during each of the twelve (12) months January

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through December have perfect attendance shall be granted one (1) day of additional vacation to be used during the next calendar year. For the purposes of this Section, "perfect attendance" shall include utilization of up to eight (8) hours of sick leave during the calendar year.

7.13 In the event of an employee's death, all unused vacation will be paid out at one hundred percent (100%).

ARTICLE 8 LEAVES

8.1 **Sick Leave** – Each employee shall be entitled to receive accident or sick leave of one (1) day for each month of employment. Each employee may accumulate up to a maximum of one thousand four hundred forty (1440) hours of accident or sick leave. An employee who is unable to work for the reasons listed below shall be entitled to full salary for each hour of missed work up to the total number of accumulated hours of accident or sick leave:

- (a) The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
- (b) The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
- (c) The need to care for the employee's spouse, parent-in-law or grandparent with a serious health condition or emergency conditions;
- (d) The need to provide for the emergency care or attendance of a member of the immediate family as defined in section 8.2. Provided however, employees should make every effort to obtain approval of the Chief Administrative Officer prior to taking leave;
- (e) Medical, dental or ocular appointments for the employee or a dependent child provided that employees provide twenty-four (24) hours advance notice of the appointment to their supervisor, and further provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with the scheduled work days (when possible, i.e. the exception being employee breaks a tooth at work and needs to seek immediate attention);
- (f) For other circumstances if authorized by the Chief Administrative Officer.

Employees in their probationary period shall accrue one (1) day of sick leave for each month of employment. Employees shall be eligible to use sick leave after the completion of their probationary period.

8.1.1 Prior to and within two (2) years of the employee's retirement from the City of Marysville, an employee shall be allowed to convert unused sick leave to vacation days. Such conversion shall be one (1) day of vacation for each four (4) days unused sick leave earned but not used in excess of sixty (60) days. Such leave shall be taken prior to retirement and shall not, in any case, be re-numerated on a cash basis.

8.1.2 The City may request reasonable proof of illness in cases where absence extends beyond three (3) working days duration. However, when the City suspects sick leave abuse, the City may request reasonable proof of illness at its discretion. Abuse of sick leave shall be grounds for discipline, consistent with Article 14. The City may require the employee to submit a medical certificate signed by a physician stating the nature of the sickness or injury that the employee has been incapacitated by during the period of absence and is again physically able to perform his/her duties. Sick leave payments are conditional on the employee contacting their immediate supervisors and reporting that they are sick or injured. This condition may be met by leaving a message with the immediate supervisor or lead person (unless circumstances make such notification impossible) each day they are sick or injured to remain eligible for sick leave payments.

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- 8.1.3 In the event of an industrial accident an employee shall be eligible for salary continuation which shall be computed at the difference between the State Industrial Insurance compensation and his actual salary for the period of his actual receipt of the State Industrial Insurance compensation, up to a maximum of six (6) months. The six (6) months shall include accumulated accident or sick leave under Section 8.1 hereof.
- 8.1.3.1 Light Duty – The City agrees to abide by the Americans with Disabilities Act, the Washington State Law Against Discrimination and City policy regarding light duty. Both parties agree that the City policy, as defined in this section, relates to the policy in place at the time of ratification.
- 8.1.4 Upon retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of forty-five (45) days by converting to cash such surplus on the basis of one (1) day for four (4) sick leave days (eight (8) hours) for the purpose of extending Article 9 (Health and Welfare) coverage.
- 8.2 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family", such employee shall be allowed up to three (3) days pay to attend the funeral. Leave shall be granted to the employee by the Employer with the approval of their Supervisor. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional two (2) paid days off shall be allowed to attend the funeral. "Immediate family" shall be defined as a wife, husband, domestic partner, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, step-children and current step-parents. Bereavement leave may be approved by the Chief Administrative Officer beyond the allotted days. Any days beyond the three (3) original days the employee may use compensatory time or vacation leave.
- 8.3 Jury Leave – Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally required witness in response to a subpoena or other directive, employees shall be allowed authorized leave and will receive full pay from the City. Jury duty, witness fees, and other Court payments, except those for travel expenses must be turned over to the City. Employees released from jury service where two (2) hours of their shift remain shall promptly contact their supervisor and report in if instructed. Employees scheduled to work on shifts other than day shifts shall be considered to be on day shift for the duration of jury duty.
- 8.4 Leave of Absence - A leave of absence may be granted to an employee upon approval by the Chief Administrative Officer, preserving seniority status. Seniority shall not accrue during any such leave of absence in excess of thirty (30) calendar days.
- 8.5 Benefits For Regular Part-Time Employees - Regular part-time employees who work twenty (20) hours or more per week shall receive sick leave, bereavement leave and jury leave pay on a pro rata basis, predicated on the average daily hours worked in the payroll month the leave commences.
- 8.6 Family and Medical Leave - Notwithstanding any provisions to the contrary that may be contained elsewhere within this Agreement, employees shall be eligible for family medical leave in accordance with Federal Law (FMLA), state leave laws, and City Policy. For additional information, refer to the FMLA posting found on the City bulletin boards in each building. Additional information may also be found on the Washington State Office of Labor and Industries' website and the City's website. Employees shall be entitled up to twelve (12) weeks, job protected leave during a rolling twelve (12) month period.

ARTICLE 9 **HEALTH AND WELFARE**

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- 9.1 Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Health--First 250 Plan or Group Health Cooperative Plan 2Kaiser Permanente \$200 AD/\$20 Co-Pay Plan., or a directly comparable plan, as selected by the employee. ~~The City has the option to re-open Article 9 – Health and Welfare – in first quarter 2017 through a written request to the Union.~~

In January of 2018, in exchange for moving to the replacement health insurance plans offered by the Association of Washington Cities, employees hired by the Employer on or before December 31, 2017 shall receive a one-time payment of \$2,500. The payment will be provided to all full-time and regular part-time employees eligible for health insurance benefits, regardless of enrollment. This payment is intended to help offset the added costs of health insurance associated with the new health insurance plans although employees are free to use the money for any purpose. The payments are subject to standard taxable withholdings.

- 9.2 If an employee chooses not to cover their dependents under the medical plan, the City will reimburse ~~you~~ the employee fifty percent (50%) of the city's cost pursuant to the city's "Dual Coverage Medical Insurance Incentive Program Policy," ~~providing~~ provided the employee provides annual proof that his/her ~~your~~ dependents have coverage through another employer's group health plan.

Example: Dependent Coverage: \$385.75 X 50% = \$192.88 - Spouse

\$179.20 X 50% = \$ 89.60 - First Dependent

\$154.70 X 50% = \$ 77.35 - Second Dependent

- 9.3 The parties agree to discuss employer/employee health and welfare contributions as a part of the negotiation process for a successor Agreement.
- 9.4 Dental Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Washington Dental Service Plan F (the employee shall pay the difference between the cost of Dental Plan A and Dental Plan F through a payroll deduction).
- 9.5 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Western Vision Service Plan.
- 9.6 Benefits for Regular Part-Time Employees - The Employer shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of employee only medical and dental coverage for regular part-time employees who work twenty (20) hours or more per week.
- 9.7 Industrial Insurance - The Employer shall pay for all employees one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Washington State Industrial Insurance Accident Fund, and fifty percent (50%) of the premiums necessary for the purchase of employee coverage under the Washington State Industrial Insurance Medical Aid Fund and Supplemental Pension Fund.

- 9.8 Changes to Insurance Coverage – During the term of this Agreement, the Employer has the discretion to move from fully-insured to self-insured coverage, or vice versa, provided employee benefit levels are not substantially altered. Should the Employer make such a change, it will notify the Union and agrees to bargain any impacts on employee insurance

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benefits.

ARTICLE 10 PENSION

10.1 Effective January 1st of each year of the Agreement, the bargaining unit shall determine the amounts, if any, that will be deferred from pay increases into the Western Conference of Teamsters Pension Trust. The Union will notify the Employer of the amount no later than December 31st of each year.

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2080) hours per calendar years.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (5¢)

10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

~~10.3 For probationary Parks and Public Works Department employees hired on or after January 01, 2002, the Employer will pay an hourly contribution rate of ten cents (10¢) during the probationary period, but in no case for a period of longer than the first ninety (90) calendar days from date of hire. If and when this period is completed, the full standard contribution rate shall apply.~~

10.3.4 Probationary Employees – Regular employees working in the Parks and Public Works Department serving a probationary period, the employer will pay an hourly contribution rate of ten cents (10¢) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply. ~~Others, such as casuals and temporary employees, must receive the full dollar amount per hour from the first hour of employment.~~

10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension Pension

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contributions shall ~~not~~ be remitted on ~~casual employees performing within the bargaining unit work who are considered to be temporary, seasonal, and/or casual employees. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field or summer rec. work".~~

~~Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or playground work" upon the Employer owned property regardless of the method compensated of the location of the work performed.~~

~~The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or playground work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer rec. work".~~

No person or third party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer rec. and confirms that such work is not bargaining unit work.

10.5 ~~In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours not to exceed an annual of 2080 hours as set forth in Section 10.1.~~

10.6 ~~In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted for only compensable hours during the leave status.~~

ARTICLE 11 MISCELLANEOUS

11.1 Uniforms - When the Employer requires uniforms, employees shall wear the Employer furnished uniforms. New employees shall be provided uniforms within thirty (30) days of their start date.

11.1.1 The Employer will provide Police Department Clerical employees with the appropriate uniform as follows:

- *3 pants,
- *4 shirts (at the employees' option, one (1) work shirt may be substituted with one (1) work Polo style shirt, as approved by Police Management),
- *Coat (Evidence Tech only),
- *1 belt,
- * 1 fleece jacket
- \$75 shoe allowance for Clerical,
- \$180 for boot/shoe allowance for the Evidence Tech

*After initial issue, items will be replaced when worn out.

The Police Department Clerical & Evidence Technician employees shall be entitled to the same laundry service as other Police Department employees.

11.2 Boot Allowance - The Employer shall pay for the following amounts annually:

~~In 2015, each eligible employee receives \$200.00 effective the first payroll period following ratification for the purchase of work boots (or the first payroll period following hire for new employees). Thereafter, on On an annual basis effective January 1 of each year, each~~

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eligible employee will be issued a PO for the purchase of work boots up to \$200. The Employer shall replace any work boots which were ruined in the performance of duty. If a replacement pair of boots is purchased by the City between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 of the following year. The Employee may be required to turn in worn work boots to the Employer when utilizing this replacement provisions. Eligible new hires shall be provided a PO for the purchase of work boots no later than one week after date of hire. Should an employee be newly hired between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 the following year.

11.2.1 The Employer shall provide employees with the required uniforms and equipment as hereinafter set forth to be used in performance of City duties.

11.2.2 The Employer shall provide each new Parks and Recreation employee with the required uniform and equipment as follows:

Safety Boots* (as provided in Section 11.2)

Pants (denim)***	3 pairs
Tee Shirts*	5 each (Self Serviced)
Sweat Shirt*	3 each (Self Serviced)
Shorts (Denim)**	3 pair (Self Serviced)
Light Jacket*	
Heavy Jacket*	1 each
Hat*	1 each
Fleece Skull cap*	1 each
Coveralls*	1 winter
Gloves*	as needed
Rain Gear*	1 set
Rubber Boots*	
Mechanic Coveralls*	7 (Laundry service)

*Replaced when worn out

**Denim shorts shall be provided only for Maintenance Worker and shall only be worn with supervisory approval when performing their specific jobs.

***Three (3) pair of pants issued annually and then replaced when worn out.

11.2.3 The Employer shall provide each new Public Works employee with the required uniform and equipment as follows:

	Public Works	Mechanics
Safety Boots* (as provided in Section 11.2)		
Pants (denim)***	3 pairs	11 (Laundry)
Shirts*		11 (Laundry)
Tee Shirts*	5 each (Self Serviced)	0
Sweat Shirt*	5 each (Self Serviced)	0

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	Public Works	Mechanics
Shorts (Denim)**	3 pair (Self Serviced)	0
Light Jacket*		3 (Laundry)
Heavy Jacket*	1 each	1 each
Hat*	1 each	1 each
Fleece Skull Cap*	1 each	1 each
Coveralls*	0	7 (Laundry)
Gloves	as needed	as required
Rain Gear*	1 set	1 set
Rubber Boots*		

*Replaced when worn out

**Denim shorts shall be provided only for Meter Readers, Solid Waste Collectors and Building Maintenance Workers and shall only be worn when performing their specific job duties.

***Three (3) pairs of pants issued annually and then replaced when worn out.

- 11.3 Maintenance of Standards - Terms or conditions of employment shall be maintained at not less than the highest standards contained in Ordinances which were effective on the date that this Agreement became effective. Provided however, this Section does not preclude the adoption of new ordinances after good faith bargaining with the Union. No employee shall suffer a reduction in wages solely as a result of this Agreement.
- 11.4 Education Reimbursement - Employees shall request in writing and provide necessary information as required by the Employer for his consideration of prior approval for all courses and seminars. Such requests shall be submitted on forms supplied by the Employer and shall require the approval of the Human Resources Manager. All courses and seminars shall be subject to approval by the Department Head or the Chief Administrative Officer. Payment or reimbursement shall only be made upon successful completion of the course. If work time is used as course time, vacation leave will be debited for unsuccessful course completion.
- 11.5 Chief Administrative Officer - Acts of this Agreement required of the Mayor or Chief Administrative Officer may be accomplished by persons to whom the Mayor or Chief Administrative Officer has delegated such authority to act.
- 11.6 Compliance - No violation of this Agreement shall be found when a grievance arises as a result of the Employer's compliance with the Fair Labor Standards Act (F.L.S.A.).
- 11.7 Labor Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss. This Committee shall not replace the operational safety and staff meetings. An additional function of the Joint Labor-Management Conference Committee or another committee of Teamsters 763 bargaining unit employees shall be to participate in discussions regarding employee benefits and ways that benefits can be improved or cost savings can be found.

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11.8 Cross Training – The City and the Union agree to work on a cross training policy during the life of the Collective Bargaining Agreement.

ARTICLE 12 **NO STRIKE PROVISION**

12.1 Nothing contained in this Agreement shall permit or be construed to grant an employee or group of employees the right to strike or refuse to perform their prescribed duties.

ARTICLE 13 **EMPLOYER RIGHTS**

13.1 The Employer has and shall retain the exclusive right to manage and direct the performance of the Employer's services and the work force performing such service.

13.2 The Employer has and shall retain the exclusive right to determine issues of and to determine the merits, necessity or organization of any service or activity conducted by the Employer.

13.3 The Employer has and shall retain the exclusive right to determine and change the facilities, methods, means and personnel by which the Employer's operations are to be conducted, to expand or diminish services and programs, to determine and change the number of locations, relocations and types of operations and the processes and materials to be employed.

13.4 The Employer has and shall retain the exclusive right to determine the size and composition of the work force, to assign work to all of its employees in accordance with requirements as determined by the Employer and to establish work assignments and to set work schedules in the best interests of the Employer.

13.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reason, to discharge, suspend, or otherwise discipline employees for proper cause, to determine position classifications, to hire, transfer, promote and demote its employees for non-disciplinary reasons, to determine policies, procedures and standards for retention, selection, training and promotion of employees, to establish performance standards, to maintain the efficiency and effectiveness of governmental operations, to take any and all necessary actions to carry out its missions in emergencies, to exercise control and discretion over its services and to maintain the economy desirable for the performance of the Employer's services.

13.6 Employee duties connected with City operations are not necessarily specified in the job description and job descriptions shall not limit the Employer's right to assign such duties as the needs of the Employer may require.

13.7 Emergency work requiring a quick response for work of short duration may be accomplished by appropriately skilled and responsible City employees. Projects requiring other than emergency response, or of only a limited period of time to remedy, shall be accomplished by personnel normally utilized for such purposes, unless economy and efficiency indicate the need for an alternate solution.

13.8 Federal/State Legislation which mandates the implementation of new policies to be effective during the term of this Agreement, regarding specific issues covered by this Agreement, shall result in renegotiations of the applicable Article herein, if requested by either party. The effective date of such a renegotiated Article shall be the date on which the parties agree to the revised Article.

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ARTICLE 14 **DISCIPLINE AND DISCHARGE**

- 14.1 The Employer shall not discipline an employee who has completed the trial period without just cause. Disciplinary actions shall include written warning, suspension, demotion or discharge. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline.
- 14.2 Disciplinary action must be taken within thirty (30) calendar days of the Employer's completion of its investigation of the incident which is the basis for the disciplinary action. The Employer must provide a general notice to the Union and affected employees upon commencement of any investigation (except criminal) reasonably likely to lead to discipline.
- The period of any investigation shall not exceed forty-five (45) days unless the Employer shall have provided notice to the Union of an "Extended Investigation" confidential review of the progress to date and provides a date certain for of the investigation. The forty-five (45) day investigation period shall begin at such time as the Employer has a basis for commencing an investigation of the alleged misconduct of the employee. Should the Union give notice of objection to an "Extended Investigation" at the time of notice from the Employer, such notice shall reserve to the Union all arguments regarding timeliness of the Employer action in the event of subsequent processing under Article 15, Grievance Procedure.
- 14.3 Written warnings shall not remain in effect for purposes for progressive discipline for a period of more than twelve (12) months from the date of said notice. Any disciplinary action above a written warning shall not remain in effect for purposes of progressive discipline for a period of more than twenty-four (24) months from the date of said notice. A copy of any disciplinary action notices shall be sent to the Union at the time it is issued to the employee.

ARTICLE 15 **GRIEVANCE PROCEDURE**

- 15.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. Grievances shall be filed in writing at the Step at which there is authority to adjudicate such grievance within thirty (30) days (ten (10) days for discipline) of the alleged violation. If any such grievance arises it shall be processed in accordance with the following procedure.
- 15.1.1 Step 1 - A grievance shall first be presented informally by the affected employee and his/her shop steward (if the steward is requested to do so by the employee) to the employee's immediate non-unit supervisor. The immediate supervisor shall make every effort to resolve the grievance within fifteen (15) days, if the matter is not resolved to the satisfactory of the employee, it shall be the employees responsibility to notify the Union in writing of the grievance before the thirty (30) day period expires (the preferred method is to have the Shop Steward fax the grievance to the Union). The Union shall notify Human Resources of the grievance within 45 days of the alleged violation or the matter shall be considered untimely and dead.
- 15.1.2 Step 2 – The written grievance shall set forth the facts and the remedy requested. The Division/Department Director shall thereafter convene a meeting within fifteen (15) days with the Union Representative and the employee. The Division/Department Director shall give a written response to the Union within fifteen (15) days after the grievance meeting.
- 15.1.3 Step 3 - If the grievance is not resolved at Step 2, the Union shall have the right to submit the grievance to the Chief Administrative Officer, who shall convene a meeting within fifteen (15) days with the Union Representative and Employer representatives as deemed necessary by the Employer. The Chief Administrative Officer shall give a written response to the Union within fifteen (15) days after the grievance meeting.

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- 15.1.4 Step 4 – If the matter is not resolved at Step 3, then upon mutual agreement the parties may submit the issue to non-binding mediation. The parties shall use a mediator provided by the Federal Mediation and Conciliation Service in Seattle, WA. The parties recognize that mediation is a voluntary process and that all discussions in mediation, if unsuccessful shall be considered off the record for the purpose of arbitration and deemed not relevant. Should the parties reach a resolution from utilizing the mediation process, the resolution shall be reduced to writing, signed and said resolution shall be final and binding.
- 15.1.5 Step 5 - If the grievance is not resolved at Step 4, or through the use of mediation the Union shall have the right to submit the grievance to arbitration. The demand for arbitration shall be submitted to the Chief Administrative Officer within fifteen (15) days of receipt by the Union of the Step 4 response or fifteen (15) days after the mediation process was unsuccessfully attempted.
- 15.2 The Employer and the Union shall promptly after receipt of a demand for arbitration select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within three (3) working days after receipt of the demand for arbitration, the Union may request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or by mutual agreement Public Employees Relation Commission (PERC). After receipt of same the parties shall alternately strike names of the arbitrator until only one name remains who, upon hearing the dispute, shall render a decision which shall be final and binding upon all parties.
- 15.2.1 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 15.3 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 15.5 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter required by the arbitrator, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union.
- 15.6 The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten. The Union and Employer must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary and oral, including affidavits, by their representative or by others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when reasonably requested and when practicable, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The arbitrator may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as the parties may agree.
- 15.7 The foregoing time elements may be extended by mutual agreement of the parties.

ARTICLE 16 **SAVINGS CLAUSE**

- 16.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction; provided however, any such findings shall have no effect whatsoever on the remainder of this Agreement. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement

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thereof.

ARTICLE 17 CITY VEHICLES

17.1 The Employer shall provide City vehicles to court clerks and any other employees who are required to travel to jails, hearings and courts outside of the City limits in the performance of their job duties and responsibilities.

ARTICLE 18 EQUIPMENT, VEHICLES AND CONDITIONS

18.1 The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law.

18.1.2 The City will provide seasonal/temporary maintenance employees in Parks and Public Works with access to rain gear, rubber boots (including steel toed rubber boots), and any other safety required equipment, with the exception of steel toed work boots, which the employee must purchase on his/her own.

ARTICLE 19 DURATION

19.1 Except for those provisions that indicate otherwise, this Agreement shall be effective January 01, ~~2015~~2018, and shall remain in full force and effect through December 31, ~~2017, 2020~~ and shall remain in effect during the course of negotiations on a successor Agreement.

19.2 Re-Opener for Paid Leave – In light of Initiative 1433 (Washington’s Paid Sick Leave), during the term of this Agreement, either the City or the Union may demand to reopen this Agreement solely for purposes of bargaining necessary or desirable changes to paid leave, including Article 7, Article 8, and any other section applicable to paid leave other than holiday leave. If either party elects to reopen this Agreement, it will provide at least thirty (30) days’ written notice to the other party.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____
Scott A. Sullivan
Secretary-Treasurer

By _____
Jon Nehring
Mayor

Date _____

Date _____

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APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, ~~2015-2018~~ through December 31, ~~2017-2020~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- A.1 Effective January 1, 2018, the Property/Evidence Specialist position in the Police Department will receive a market based increase of two percent (2%) to base wage moving this position from Pay Code 7 to new pay code 7-1. This market based adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.42 Senior Accounting Technician – A 5% market adjustment (prior to the application of COLA) in exchange for acceptance of the agreed to/negotiated new job description in addition to current job duties. Effective January 1, 2018, the Accounts Payable / Accounting Technician will be reclassified from Pay Code “6” to a pay step at Pay Code “7” that provides an increase in pay. In exchange for the wage increase, the city and Union have agreed to a revised job description. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.3 Effective January 1, 2018, the Water Quality Specialist/Cross Connection Control Specialist classification will be moved from Pay Code 18 to Pay Code 22, reflecting a 3.0% market adjustment.. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.4 Water Operator – The parties agree the City will fill this new position within a reasonable timeframe in 2018. The pay code for this new position is Pay Code 22-1. The parties agree to meet and bargain the new job description for Water Operator and any impacts on other existing classifications.
- A.5 Wastewater Treatment Plant (WWTP) Operator – Effective January 1, 2018, the WWTP Operator classification will be adjusted from pay code 22 to new pay code 22-2 reflecting a 3.0% market adjustment. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11. The parties agree the WWTP Group III certification is a minimum job qualification for this job classification and that the 2016 WWTP MOU is rescinded.
- A.6 Wastewater Treatment Plant (WWTP) Pre-Treatment Technician – The 3.0% pay premium previously offered to this classification in exchange for obtainment of a WWTP Group III certification is withdrawn. A Group III certification is no longer a requirement of this job classification. The Pre-Treatment Technician will be moved to pay code 22-1. The parties agree that the 2016 WWTP MOU is rescinded.
- A.7 Effective January 1, 2018, the Water Operations/Maintenance Lead Worker II position will

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be moved from Pay Code 24 to Pay Code 25. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.8 Effective January 1, 2018, the Facilities Maintenance Worker II classification will be moved from Pay Code 16-1 to Pay Code 18. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.9 Effective January 1, 2018, the Wastewater Treatment Plant (WWTP) Lead will receive a 1.5% pay premium for obtainment of a WWTP Group III certification, which is a minimum job qualification. Payment of this premium shall be paid after the incumbent earns the certification. The parties agree that the 2016 WWTP MOU is rescinded.

A.210 Procurement and Distribution Assistant – A 5% market adjustment (prior to application of COLA). The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Parks and Public Works:

<u>AT HIRE</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
<u>\$13.91</u>	<u>\$15.17</u>	<u>\$16.44</u>	<u>\$17.70</u>	<u>\$18.97</u>	<u>\$20.30</u>

Years are calculated from the original date of hire. Up to and including Year 2, the City reserves the discretion to increase the hourly rate of pay if necessary to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

A.311 Effective January 01, ~~2015~~2018, the monthly rates of pay shall be increased by a ~~two~~ percent two and seven-tenth percent (2%2.70%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 1, 2015 ~~2018~~ with a ~~2.0~~2.7% COLA adjustment

<u>Job Classification</u>	<u>PAY CODE</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Program Clerk</u>	<u>2</u>	<u>3308</u>	<u>3444</u>	<u>3585</u>	<u>3730</u>	<u>3886</u>	<u>4045</u>	<u>4202</u>
<u>Procurement & Distribution Asst/Program Asst</u>	<u>3</u>	<u>3535</u>	<u>3680</u>	<u>3831</u>	<u>3986</u>	<u>4152</u>	<u>4322</u>	<u>4490</u>
<u>Program Specialist</u>	<u>5</u>	<u>3708</u>	<u>3859</u>	<u>4022</u>	<u>4185</u>	<u>4357</u>	<u>4534</u>	<u>4714</u>
<u>Accounting Technician – UB</u>	<u>6</u>	<u>3962</u>	<u>4123</u>	<u>4297</u>	<u>4472</u>	<u>4655</u>	<u>4844</u>	<u>5033</u>
<u>Maintenance Worker I</u>	<u>6-1</u>	<u>3758</u>	<u>3913</u>	<u>4074</u>	<u>4241</u>	<u>4416</u>	<u>4595</u>	<u>4772</u>
<u>Accounting Technician – AP</u>		<u>4016</u>	<u>4181</u>	<u>4353</u>	<u>4531</u>	<u>4718</u>	<u>4910</u>	<u>5099</u>
<u>Property/Evidence Specialist</u>	<u>7</u>	<u>3785</u>	<u>3943</u>	<u>4103</u>	<u>4271</u>	<u>4450</u>	<u>4630</u>	<u>4808</u>
<u>Meter Reader/Repair</u>	<u>8</u>	<u>4044</u>	<u>4213</u>	<u>4384</u>	<u>4564</u>	<u>4755</u>	<u>4947</u>	<u>5137</u>
<u>Administrative Secretary</u>	<u>9</u>	<u>3768</u>	<u>3924</u>	<u>4085</u>	<u>4252</u>	<u>4428</u>	<u>4609</u>	<u>4785</u>
<u>Senior Accounting Technician</u>	<u>10</u>	<u>4026</u>	<u>4193</u>	<u>4365</u>	<u>4543</u>	<u>4731</u>	<u>4924</u>	<u>5112</u>
<u>Property/Evidence Specialist</u>	<u>7</u>	<u>3918</u>	<u>4078</u>	<u>4245</u>	<u>4418</u>	<u>4599</u>	<u>4789</u>	<u>4974</u>
<u>Meter Reader/Repair</u>	<u>8</u>	<u>4387</u>	<u>4566</u>	<u>4751</u>	<u>4950</u>	<u>5150</u>	<u>5363</u>	<u>5570</u>
<u>Administrative Secretary</u>	<u>9</u>	<u>3924</u>	<u>4086</u>	<u>4252</u>	<u>4427</u>	<u>4608</u>	<u>4798</u>	<u>4984</u>
<u>Senior Accounting Technician</u>	<u>10</u>	<u>4268</u>	<u>4443</u>	<u>4626</u>	<u>4813</u>	<u>5008</u>	<u>5217</u>	<u>5419</u>

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Traffic Control Systems Tech	14	4560	4748	4943	5144	5355	5575	5792
Facilities/Maintenance Worker-II	16-1	4387	4566	4751	4950	5150	5363	5570
WWTP Maint Technician-I	17	4448	4635	4822	5019	5225	5439	5649
Wtr Qual Splst/Cross Connect Cntrl Splst	18	4622	4811	5009	5214	5427	5651	5870
Lead Worker-I	20	4688	4884	5082	5290	5508	5734	5957
Equipment Mechanic	21	4668	4856	5054	5263	5479	5701	5923
WWTP Operator	22	4860	5060	5268	5484	5709	5943	6173
WWTP Maint Technician II	23	4883	5082	5290	5507	5734	5967	6200
Lead Worker-II	24	5073	5282	5498	5723	5958	6203	6445
Water Quality/WWTP Lead	25	5247	5461	5685	5917	6160	6413	6662
Sr Traffic Control Systems Tech	26	5355	5575	5803	6041	6289	6548	6799

CITY OF MARYSVILLE

TEAMSTERS PAY GRID

January 1, 2015-2018 with a 2.02.7% COLA adjustment

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3535	3680	3831	3986	4152	4322	4490
Procurement & Distribution Asst/Program Asst	3	3962	4123	4297	4472	4655	4844	5033
Program Specialist	5	4016	4181	4353	4531	4718	4910	5099
Accounting Technician - UB	6	4044	4213	4384	4564	4755	4947	5137
Maintenance Worker I	6-1	4026	4193	4365	4543	4731	4924	5112
Accounting Technician - AP	7	4186	4358	4535	4720	4914	5117	5315
Property/Evidence Specialist	7-1	4270	4445	4626	4815	5013	5219	5422
Meter Reader/Repair	8	4687	4878	5076	5289	5503	5731	5951
Administrative Secretary	9	4193	4366	4543	4730	4923	5127	5325
Senior Accounting Technician	10	4560	4747	4943	5142	5351	5575	5790
Traffic Control Systems Tech	14	4872	5073	5282	5497	5721	5957	6189
WWTP Maint Technician I	17	4753	4952	5152	5363	5583	5812	6036
Facilities Maintenance Worker II	18	4939	5140	5352	5571	5798	6038	6272
Lead Worker I/Records Unit Lead	20	5009	5218	5430	5653	5886	6127	6365
Equipment Mechanic	21	4988	5188	5400	5624	5854	6091	6328
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5087	5294	5512	5739	5972	6218	6460
Water Operator/WWTP Pretreatment Tech.	22-1	5193	5406	5629	5860	6100	6350	6595
WWTP Operator	22-2	5348	5568	5798	6036	6283	6540	6793
WWTP Maint Technician II	23	5217	5430	5653	5884	6127	6376	6624

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Water Operations/Maintenance Lead Worker II	25	5606	5835	6075	6322	6582	6852	7118
Water Quality/WWTP Lead	25	5606	5835	6075	6322	6582	6852	7118
Sr Traffic Control Systems Tech	26	5721	5957	6200	6455	6720	6997	7265

A.412 Effective January 01, ~~2016~~, 2019 the monthly rates of pay shall be increased by a ~~two percent (2%)~~ two and seven tenth percent (2.70%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3630	3779	3934	4094	4264	4439	4611
Procurement & Distribution Asst/Program Asst	3	4069	4234	4413	4593	4781	4975	5169
Program Specialist	5	4124	4294	4471	4653	4845	5043	5237
Accounting Technician - UB	6	4153	4327	4502	4687	4883	5081	5276
Maintenance Worker I	6-1	4135	4306	4483	4666	4859	5057	5250
Accounting Technician - AP	7	4299	4476	4657	4847	5047	5255	5459
Property/Evidence Specialist	7-1	4385	4565	4751	4945	5148	5360	5568
Meter Reader/Repair	8	4814	5010	5213	5432	5652	5886	6112
Administrative Secretary	9	4306	4484	4666	4858	5056	5265	5469
Senior Accounting Technician	10	4683	4875	5076	5281	5495	5726	5946
Traffic Control Systems Tech	14	5004	5210	5425	5645	5875	6118	6356
WWTP Maint Technician I	17	4881	5086	5291	5508	5734	5969	6199
Facilities Maintenance Worker II	18	5072	5279	5497	5721	5955	6201	6441
Lead Worker I/Records Unit Lead	20	5144	5359	5577	5806	6045	6292	6537
Equipment Mechanic	21	5123	5328	5546	5776	6012	6255	6499
<u>Wtr Qual Spilst/Cross Connect Cntrl Spilst</u>	<u>22</u>	<u>5224</u>	<u>5437</u>	<u>5661</u>	<u>5894</u>	<u>6133</u>	<u>6386</u>	<u>6634</u>
Water Operator/WWTP Pretreatment Tech.	22-1	5333	5552	5781	6018	6265	6521	6773

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WWTP Operator	22-2	5492	5718	5955	6199	6453	6717	6976
WWTP Maint Technician II	23	5358	5577	5806	6043	6292	6548	6803
Water Operations/Maintenance Lead Worker II	25	5757	5993	6239	6493	6760	7037	7310
Water Quality/WWTP Lead	25	5757	5993	6239	6493	6760	7037	7310
Sr Traffic Control Systems Tech	26	5875	6118	6367	6629	6901	7186	7461

<u>Job Classification</u>	<u>PAY CODE</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Program Clerk</u>	2	3374	3513	3657	3805	3964	4126	4286
<u>Procurement & Distribution Asst/Program Asst</u>	3	3782	3936	4102	4269	4444	4625	4805
<u>Program Specialist</u>	5	3833	3991	4155	4326	4504	4687	4867
<u>Accounting Technician</u>	6	3861	4022	4185	4356	4539	4723	4904
<u>Maintenance Worker I</u>	6-1	3843	4002	4167	4337	4517	4701	4881
<u>Property/Evidence Specialist</u>	7	3996	4160	4330	4506	4691	4885	5073
<u>Meter Reader/Repair</u>	8	4475	4657	4846	5049	5253	5470	5681
<u>Administrative Secretary</u>	9	4002	4168	4337	4516	4700	4894	5084
<u>Senior Accounting Technician</u>	10	4353	4532	4719	4909	5108	5321	5527
<u>Traffic Control Systems Tech</u>	14	4651	4843	5042	5247	5462	5687	5908
<u>Facilities/Maintenance Worker II</u>	16-1	4475	4657	4846	5049	5253	5470	5681
<u>WWTP Maint Technician I</u>	17	4537	4728	4918	5119	5330	5548	5762
<u>Wtr Qual Splst/Cross-Connect Cntrl Splst</u>	18	4714	4907	5109	5318	5536	5764	5987
<u>Lead Worker I</u>	20	4782	4982	5184	5396	5618	5849	6076
<u>Equipment Mechanic</u>	21	4761	4953	5155	5368	5589	5815	6041
<u>Pre-Treatment Technician</u>								
<u>WWTP Operator</u>	22	4957	5161	5373	5594	5823	6062	6296
<u>WWTP Maint Technician II</u>	23	4981	5184	5396	5617	5849	6086	6324
<u>Lead Worker II</u>	24	5174	5388	5608	5837	6077	6327	6574
<u>Water Quality/WWTP Lead</u>	25	5352	5570	5799	6035	6283	6541	6795
<u>Sr Traffic Control Systems Tech</u>	26	5462	5687	5919	6162	6415	6679	6935

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A.513 Effective January 01, ~~2017~~2020, the monthly rates of pay shall be increased by a three percent (3.0%) ~~two percent (2%)~~ COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3739	3892	4052	4217	4392	4572	4749
Procurement & Distribution Asst/Program Asst	3	4191	4361	4545	4731	4924	5124	5324
Program Specialist	5	4248	4423	4605	4793	4990	5194	5394
Accounting Technician - UB	6	4278	4457	4637	4828	5029	5233	5434
Maintenance Worker I	6-1	4259	4435	4617	4806	5005	5209	5408
Accounting Technician - AP	7	4428	4610	4797	4992	5198	5413	5623
Property/Evidence Specialist	7-1	4517	4702	4894	5093	5302	5521	5735
Meter Reader/Repair	8	4958	5160	5369	5595	5822	6063	6295
Administrative Secretary	9	4435	4619	4806	5004	5208	5423	5633
Senior Accounting Technician	10	4823	5021	5228	5439	5660	5898	6125
Traffic Control Systems Tech	14	5154	5366	5588	5814	6051	6302	6547
WWTP Maint Technician I	17	5027	5239	5450	5673	5906	6148	6385
Facilities Maintenance Worker II	18	5224	5437	5662	5893	6134	6387	6634
Lead Worker I/Records Unit Lead	20	5298	5520	5744	5980	6226	6481	6733
Equipment Mechanic	21	5277	5488	5711	5949	6192	6443	6694
<u>Wtr Qual Splst/Cross Connect Cntrl Splst</u>	<u>22</u>	<u>5381</u>	<u>5600</u>	<u>5831</u>	<u>6071</u>	<u>6317</u>	<u>6578</u>	<u>6833</u>
Water Operator/WWTP Pretreatment Tech.	22-1	5493	5719	5954	6199	6453	6717	6976
WWTP Operator	22-2	5657	5890	6134	6385	6647	6919	7185
WWTP Maint Technician II	23	5519	5744	5980	6224	6481	6744	7007
Water Operations/Maintenance Lead Worker II	25	5930	6173	6426	6688	6963	7248	7529
Water Quality/WWTP Lead	25	5930	6173	6426	6688	6963	7248	7529
Sr Traffic Control Systems Tech	26	6051	6302	6558	6828	7108	7402	7685

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3442	3583	3730	3881	4043	4208	4372
Procurement & Distribution	3	3858	4015	4184	4354	4533	4717	4901

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Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Asst/Program Asst								
Program Specialist	5	3910	4071	4239	4412	4594	4781	4965
Accounting Technician	6	3938	4102	4269	4444	4630	4817	5002
Maintenance Worker I	6-1	3920	4083	4250	4424	4607	4795	4978
Property/Evidence Specialist	7	4076	4243	4416	4596	4785	4982	5175
Meter Reader/Repair	8	4564	4750	4943	5150	5358	5580	5795
Administrative Secretary	9	4083	4251	4424	4606	4794	4992	5185
Senior Accounting Technician	10	4440	4622	4813	5007	5210	5428	5638
Traffic Control Systems Tech	14	4744	4940	5143	5352	5571	5800	6026
Facilities/Maintenance Worker II	16-1	4564	4750	4943	5150	5358	5580	5795
WWTP Maint Technician I	17	4628	4822	5017	5222	5436	5659	5877
Wtr Qual Splst/Cross-Connect Cntrl Splst	18	4809	5005	5211	5425	5646	5879	6107
Lead Worker I	20	4877	5081	5287	5504	5731	5966	6198
Equipment Mechanic	21	4857	5052	5258	5476	5700	5931	6162
Pre-Treatment Technician								
WWTP Operator	22	5056	5264	5481	5706	5940	6183	6422
WWTP Maint Technician II	23	5080	5287	5504	5729	5966	6208	6450
Lead Worker II	24	5278	5495	5720	5954	6199	6454	6705
Water Quality/WWTP Lead	25	5459	5682	5915	6156	6409	6672	6931
Sr Traffic Control Systems Tech	26	5571	5800	6037	6285	6543	6813	7074

A.314 Prior Work Experience - New employees may be given credit for prior work experience in computing entry salary. Such experiences may qualify the employee to start at an advanced Step, up to Step ~~C4~~, of the appropriate classification, with an additional adjustment up to and including Step 5 as the maximum, conditioned upon successful completion of the probationary period. For example, a qualified lateral employee may be hired at Step 4 as the starting salary, and then increased to Step 5 upon completing the probationary period. If the Employer is unable to hire a qualified candidate for a position at or below Step ~~C4~~ and he needs to address a Pay Step greater than ~~C4~~, the Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate to fill the position. Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employees initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of becoming a regular employee.

A.415 Step Advancement - Advancement to Step ~~F5~~ shall occur after twelve (12) months in the preceding Step. Denial of an advancement to Step ~~G6~~ Merit Step for inadequate performance may be authorized by the Department Director, provided that the employee so affected is served with written notification in advance outlining the reasons. Retention of a merit step may be conditioned upon continued satisfactory performance and participating mandatory in-service training opportunities provided by the Employer, unless excused by the Department Director or his designee.

A.415.1 The Employer has a process of Annual Employee Evaluations. During an employee's annual evaluation if the obtaining of, or retention of merit Step ~~G6~~ is in doubt, the Supervisor will advise the employee of the reasons why he may not receive or continue to

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receive, merit pay and what action may be necessary on the part of the employee to correct their deficiencies. If during any year employee performance should jeopardize retention of merit pay, the employee will be counseled on what action may be necessary on the part of the employee and provided thirty (30) days to take the necessary action.

A.516 Promotion - An employee who is promoted from one classification to another shall be placed into not less than the lowest pay Step of the higher classification which still provides for an increase higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two point five percent (2.5%) above the rate of the old position.

A.617 Longevity Pay - The following shall be the Longevity pay for employees covered by this Agreement. Increases shall become effective with the employee's anniversary date of employment and upon completion of an employee's fifth (5th) year of service.

05 -10 years	\$70.00 per month
11-15 years	\$95.00 per month
16 - 20 years	\$120.00 per month
21 and over	\$170.00 per month

A.718 Higher Classification: An employee who has been assigned by management to act in a temporary capacity in a higher classification shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides a minimum 2.5five percent (5.0%) increase over the employee's regular rate of pay_ provided the employee has worked at least one-three (43) shifts and one (1) hour in such capacity following which they will be paid back to hour one (1). If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay.

A.819 Leadperson - In the event the Employer establishes a leadperson position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.20 The City agrees to give seasonal/temporary maintenance employees in Parks and Public Works who have performed satisfactorily and competently from the previous year the first right of refusal for seasonal positions available the following year. Former seasonal/temporary maintenance employees in Parks and Public Works will receive offers in order based on the following criteria: number of hours worked in the previous seasons and performance.

A.21 The City's hiring practices will remain as they historically have – the City will hire seasonal/temporary maintenance employees in parks and public works based on need, primarily for the period of March through October. The City, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The City will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in parks and public works based solely on that worker reaching the three hundred forty seven (347) hour threshold and/or higher pay scale. The City may hire seasonal/temporary maintenance employees in parks and public works with the expectation that they will not work more than 1200 hours in a 12 month period.

A.21.1 The City agrees that seasonal/temporary maintenance employees in Parks and Public Works are to be used to supplement the fulltime work force, not supplant it. The City agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

A.22 Local 763 agrees that the initial fee for seasonal/temporary maintenance employees in Parks and Public Works will be spread evenly over four (4) months.

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- A.23 The City and Local 763 agree to use a rolling twelve (12) month period, rolling backwards, in determining whether a seasonal/temporary maintenance employee in Parks and Public Works has crossed the threshold of three hundred forty seven (347) hours or twelve hundred (1200) hours. The City and Local 763 agree that the first twelve (12) month rolling period will begin on June 1, 2016, and that hours worked by any seasonal/temporary maintenance employee in Parks and Public Works prior to June 1, 2016, will not count toward any threshold for crossing three hundred forty seven (347) or twelve hundred (1200) hours.

- A.24 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____
Scott Sullivan
Secretary-Treasurer

By _____
Jon Nehring
Mayor

Date _____

Date _____

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~~MEMORANDUM OF UNDERSTANDING~~
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2015 through December 31, 2017

~~THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.~~

~~This Memorandum of Understanding is entered into by both parties to correct a typographical error. During the negotiation meetings held between the Employer and the Union the parties came to the agreement to modify Article 9.4 Dental Insurance. The City shall purchase Dental Plan F, made available through the Association of Washington Cities, on behalf of the bargaining unit. The bargaining unit shall pay for the difference in cost between Plan A and Plan F through a payroll deduction. The original agreement accidentally stated the bargaining unit shall be covered by plan G. This Memorandum of Understanding memorializes the true agreement and said payments to AWC Plan F shall begin on September 1, 2008.~~

~~PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated
with the International Brotherhood
of Teamsters~~

~~CITY OF MARYSVILLE, WASHINGTON~~

~~_____
Scott A. Sullivan
Secretary-Treasurer~~

~~_____
Jon Nehring
Mayer~~

~~_____
Date~~

~~_____
Date~~

**DRAFT RATIFICATION DOCUMENT
12.5.17**

APPENDIX "Z"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 1, ~~2015-2018~~ through December 31, ~~2017~~2020

CITY OF MARYSVILLE DEPARTMENTS/DIVISIONS

- 1) **FINANCE**
Accounting
Utility Billing
Information Services
City Clerk
- 2) **PARKS AND RECREATION**
Athletics
Recreation
Parks/Golf Maintenance
 - Administration
- 3) **PUBLIC WORKS**
Public Works Administration
Utility Maintenance
Utility Construction
Streets
Solid Waste
Traffic
Fleet/Facilities
Water Resources
 - Surface Water/Vactor
 - Water Quality
 - WWTP
- 4) **POLICE**
Police Clerical
 - Evidence/Property
 - Records
 - Administration
- 5) **COMMUNITY DEVELOPMENT**
Planning and Building
- 6) **COURT**

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AGREEMENT
 by and between
 CITY OF MARYSVILLE, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing Employees of the City of Marysville)
 January 01, 2018 through December 31, 2020

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by and between
 CITY OF MARYSVILLE, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing Employees of the City of Marysville)

January 01, 2018 through December 31, 2020

THIS AGREEMENT is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 Recognition - The City recognizes the Union as the sole collective bargaining agent for all City of Marysville, Washington, Office-Clerical, Public Works, Parks and Recreation and Emergency Services Support employees, excluding supervisory, confidential, casual, and seasonal/temporary maintenance employees in parks and public works working less than three hundred and forty seven (347) hours in a rolling twelve (12) month period. .
- 1.1.a For purposes of this Agreement, a "seasonal/temporary maintenance employee in Parks and Public Works" is defined as an individual employed for less than twelve hundred (1200) hours in a twelve (12) rolling month period. In the event that such an individual is employed for more than three hundred forty seven (347) hours in a twelve (12) month rolling period, the employee shall become a limited member of the bargaining unit, and will be entitled to a rate of pay as outlined in Appendix A, but will only have those benefits specifically outlined in Section 1.1.b. below. Upon reaching twelve hundred (1200) hours in a twelve (12) rolling month period, the employee shall be covered by this collective bargaining agreement as a regular employee.
- 1.1.b. Seasonal/temporary maintenance employees in Parks and Public Works who have worked more than three hundred forty seven (347) hours, but fewer than twelve hundred (1200) hours in a twelve (12) rolling month period, will be covered by the following articles:
- Articles 1, 2, 3.3, and 3.4, 12, 13, 15 (safety and wages only), 16, and 19
- 1.1.c. Union Notification – Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in Parks and Public Works, and within the next pay period after a seasonal/temporary maintenance employee in Parks and Public Works crosses the three hundred forty seven (347) hour threshold, the City shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The City shall promptly notify Local 763 when a seasonal/temporary maintenance employee in Parks and Public Works terminates employment.
- 1.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
- 1.2.1 An employee shall be protected from having to join the Union provided the employee can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which he is a member, in which case he shall pay an amount of money equivalent

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to the regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made.

- 1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and delinquent dues and initiation fees as certified by the Union and shall remit to said Union all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify and hold harmless the Employer from any and all liability resulting from the dues check-off system, including the deduction of dues, initiation fees, and any delinquent dues and initiation fees.

ARTICLE 2 NON-DISCRIMINATION, UNION INVESTIGATION & SHOP STEWARDS

- 2.1 Non-Discrimination – No employee shall be discriminated against for upholding Union principles and any employee who works under instructions of the Union, or who serves on a committee, shall not lose his job or be discriminated against for this reason; provided however, such activities shall not interfere with the employee's work duties.
- 2.1.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental, or sensory handicap, or age, unless such physical, mental, or sensory handicap, or age, has a bona fide occupational qualification.
- 2.1.2 Wherever words denoting a specific gender are used in this Agreement they are intended and shall be construed so as to apply equally to either gender.
- 2.2 Union Investigation – Duly authorized business agents of the Union may visit the work location of employees upon reasonable notification to the Employer. Such representative shall limit his activities during such visitations to matters relating to this Agreement. Work hours shall not be used by employees and/or Union representatives for the conduct of Union business or the promotion of Union affairs other than that stated herein. Union business including the investigation of grievances, shall occur during non-working hours (e.g. coffee breaks, meal periods, before and after shift).
- 2.3 Shop Steward – In the interest of resolving problems and keeping the City operating in an efficient and cost effective manner, the Union shall have the right to appoint five (5) shop stewards. The steward(s) have the responsibility to assist the members and the city in resolving grievances/issues using good judgment to balance these needs with their primary job duties. Use of City equipment may be authorized by the Human Resources Department on a case by case basis. The steward shall recognize that this privilege is not to be abused and all investigating/problem solving shall be within reason and approved by the Department Director.
- 2.3.1 The City recognizes that the steward is a rank and file member of the bargaining unit and does not have the right to call or authorize a work stoppage, bind the Union through an agreement(s) of any kind or set precedent regarding grievances. The City shall not hold the Union responsible for any individual who violates these parameters.

ARTICLE 3 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

- 3.1 Hours of Work – Eight (8) consecutive hours, exclusive of meal periods, shall constitute a

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normal days schedule for all full-time employees. Five (5) consecutive days in a seven (7) day period with at least one (1) weekend day off shall constitute a normal weeks schedule for all employees; provided however, where appropriate, work schedules may be established by the Employer which provide for other than eight (8) hours per day and other than five (5) days per week but with corresponding changes in hours off and in days off. In cases where the employer changes an employee's normal work schedule (shift hours), with less than forty-eight (48) hours' notice, to the employee, the employee shall be paid a ten percent (10%) shift differential for their hours worked until completion of the shift change (i.e. snow days, special projects, water main work at night). Overtime hours will include the shift differential. This shall not apply to call back. Employees other than lead workers who work a schedule that includes a Saturday or Sunday and includes supervisory duties shall be paid a shift differential of one and one-half percent (1.5%) for their complete work week schedule for each one day of lead that is performed. In no event shall any employee be placed on a schedule that does not allow one (1) weekend day (Saturday or Sunday) off.

All departments, except the Police Department, with weekend shifts (non-lead) shall be bid in each department by seniority. The individual must have the minimum qualifications to perform the work and have two (2) years seniority with the city to be awarded the bid. If no one is awarded the bid the city will select by inverse seniority. The least senior employee (with at least two years seniority) with the minimum qualifications shall be awarded the position. Seniority will be the date of hire within the city. The entire bid will be posted including the positions which the city has the right to fill per this subsection.

All weekend shifts shall be bid on a seniority basis, annually, each December. On the first (1st) working day in December all weekend shifts shall be posted for five (5) working days, during which time employees shall be afforded the opportunity to bid. Annual shift bids shall be awarded and become effective the first (1st) of January.

3.2

Overtime – If an employee is required to work in excess of the normal number of hours per day established in Section 3.1, or forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should other schedules be in effect, such as four (4) ten (10) hours days per week, overtime shall be paid for work in excess of the assigned schedule. Employees receive overtime pay when a holiday, vacation or compensatory time falls within the same week. Conversely, employees who work in excess of the normal hours per week are not generally eligible for overtime pay when sick leave hours have been used in the same week with the exception of emergency/unscheduled overtime (Section 3.2.1) and any time the employer compels a member to work (except as provided in Sections 3.2.2 and 3.2.3). Employees have the option of utilizing compensatory or vacation hours in lieu of sick leave. Except in emergency situations (Section 3.2.1), all overtime shall be approved in advance by the Employer and posted by department/division (see attached Appendix Z) and filled per Sections 3.2.2, and 3.2.3. Overtime shall be offered by seniority to employees in those divisions. Overtime is based on the employee's knowledge, achieved and required certifications, and ability in the division to perform the work being assigned.

Employees required to travel out of the City of Marysville shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement; provided however, all employees who travel beyond thirty (30) miles from their normal workstation shall be compensated for travel time with compensatory time off, which shall be used by mutual agreement between the Employer and the employee(s), within the next ten (10) working days. If the employee(s) are not afforded the compensatory time off during the next ten (10) working days, they shall be paid for the compensatory time on their next paycheck.

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In lieu of paid overtime, compensatory time-off may be earned upon the request of the employee and approval of the Supervisor and shall be taken at the rate of one and one-half (1 ½) times the actual time worked. Such compensatory time shall not exceed two hundred forty (240) hours in any calendar year nor shall more than forty (40) hours of compensatory time be carried over into the calendar year.

Employees may request a “cash out” of their compensatory accrual bank twice a year; June request for July payments and/or November for December payments.

- 3.2.1 Emergency Unscheduled Overtime – Emergency Unscheduled Overtime is defined as an event/situation that occurs on an emergency, unplanned basis outside of the normal work schedule and requires immediate response.

Posting - The Employer shall prepare and post the emergency unscheduled overtime master list at Public Works and Parks, Monday of each week. This list will be used for the assignment of emergency (unscheduled) overtime for the following week. The assignment of overtime will be determined by seniority (Teamsters date of hire) within the department, and by classification. Monday afternoon of each week the lists in the specified divisions shall be taken down, signed and dated by the on duty Standby person and kept in their possession through their Standby week. The Standby person will distribute copies of the list to the Water Operations Manager, the Streets/Solid Waste Manager, the Water Resources Manager, Fleet and Facilities Manager, and the Shop Stewards by end of shift on Monday. The overtime assignment shall go to the most senior Worker who signed up on the Emergency Unscheduled Overtime list

Volunteer Within Division - When there is an Emergency Unscheduled Overtime need without a qualified employee from that classification within the division, the Employer shall call out the most senior qualified employee in the division who has signed up for the Emergency Unscheduled Overtime on the master list.

Volunteer Within Classification - When there is an Emergency Unscheduled Overtime need without a qualified employee by classification signed up on the Emergency Unscheduled Overtime master list, the Employer may call out any employee within the bargaining unit who is able to perform such work and meets the qualifications of the classification/position

When employees are called for emergencies, and if they don't answer their phones, a message must be left stating that the overtime opportunity was missed.

- 3.2.2 Scheduled Overtime – Scheduled overtime is defined as a pre-planned event or project that occurs outside of the normal work schedule (i.e., Strawberry Festival, Healthy Communities, paving projects, etc.).

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Scheduled Overtime needs and the work is normally performed by the division, the Employer shall post the overtime at the division's location (normal posting location) and shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to:

1. Qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.

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2. When insufficient employees are available within a department or division the Employer shall prepare and post a notice on the employee bulletin board at the main buildings of the Employer (all City buildings) for the solicitation of volunteers. Each posting shall be accompanied by a sign-up sheet to be filled in by employees volunteering for the overtime.
3. Once an employee signs the list they must remain available to perform the work until such work is assigned, except for verifiable illness or injury of the employee or an immediate family member (as determined in Section 8.2) that incapacitates the employee from performing the work they requested.

3.2.3 Unscheduled Overtime (non-emergency) – Unscheduled overtime is defined as work or projects that are completed based on weather conditions, availability of equipment, or other variables or business needs.

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Unscheduled Overtime needs and the work is normally performed by the division, the Employer shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.

Employees who volunteer or are offered to work overtime, report to work and who demonstrate to the Employer an unwillingness to perform the assigned work shall be released from the assignment, and prohibited from signing up for overtime for a period of 45 calendar days from the date of the unwillingness to perform assigned work.

3.2.3.1 When it becomes evident during the workday that overtime will be necessary to complete a job, those employees who have been performing the work during the regular shift are encouraged to remain on the job to complete the work. If the employee(s) do not volunteer to remain on the job, the Employer may compel qualified employees(s), in inverse Teamsters seniority order unless the employee has a pre-scheduled appointment or obligation.

3.2.4 If insufficient qualified and able volunteers are available to meet the needs of the Employer then the overtime shall be compelled from first:

- 1) The employees working in the classification of the overtime from junior to senior based on length of service in the classification.
- 2) And next to all other bargaining unit employees qualified and able from junior to senior until the Employer's overtime needs are met.

3.2.5 For purposes of Section 3.2.1, in determining which employee performs work within a classification, the determination shall be based upon which employee performs the function or operates the equipment as a normal and routine part of their day-to-day assignments. Where one (1) or more "departments" perform a function or operate equipment as a routine part of their work, the "departments" shall be considered to be one (1) department and employee hire dates shall be amalgamated for assigning overtime.

3.2.6 Employees required by the Employer to work more than two (2) hours beyond the end of their shift, when such extended work has not previously been scheduled, shall be provided a meal or reimbursed for the cost of a meal up to twenty (\$20) dollars with receipt, in

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addition to overtime.

- 3.3 Rest Periods - Employees shall receive a fifteen (15) minute rest period on the Employer's time for each four (4) hours, or major portion thereof, of their working time.
- 3.4 Meal Periods - Employees shall receive not less than a thirty (30) minute nor more than a one (1) hour meal period which shall be on the employee's own time and which shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 3.5 Callback - An employee who has left work and is called back to work after completion of his regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should an employee's regular shift start less than three (3) hours from the time he started work on the callback, he shall receive one and one-half (1 -1/2) times his regular straight time hourly rate of pay only for such time as occurs before his regular shift. If the employee is called back within three (3) hours of his regularly scheduled start time, with mutual consent between the Employer and the employee, the employee may be released from work upon completion of eight (8) hours of work. In such an event, overtime shall not be paid for those hours worked prior to the employee's regularly scheduled start time.
- 3.5.1 Alarm System Callback - Alarm callbacks shall be the work of the bargaining unit. An employee called back for an alarm shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular rate of pay.
- 3.5.2 SCADA Alarm Callback – Standby employees that check and make adjustments to operational settings proactively on the SCADA system from the Standby laptop, or other device provided, shall receive one (1) hour at 1.7 times their regular rate of pay. If called by SCADA (emergency), Standby employees shall receive the standard callback (see Section 3.5) at 1.7 times their regular rate of pay.

Response to communication failures via the SCADA system are typically done by the Telemetry Administrator and, therefore, not the sole work of the Bargaining Unit.

- 3.6 Standby Duty - Employees who are assigned to Standby Duty shall receive three dollars (\$ 3.00) for each hour of Standby Duty or portion thereof. Such compensation shall be in addition to and exclusive of any other compensation required by this Agreement. The provisions of Section 3.5 shall not apply when an employee on Standby is called back to work within one (1) hour of the end of his shift. In such event, the employee shall be paid at the overtime rate for the time from the end of the employee's regular work shift through the completion of the task(s) the employee was called out to perform.
- 3.6.1 Actual overtime hours worked during standby duty shall be paid at one and seven tenths (1.7) of the employees' regular straight time hourly rate of pay.

ARTICLE 4 TRIAL PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 4.1 Trial Period - A new employee shall be subject to a six (6) month initial trial (probationary) period commencing with the most recent date of hire in a bargaining unit position. The initial trial period may be extended in writing up to an additional six (6) months upon mutual agreement between the Employer and the employee, with a copy to the Union. An employee is not eligible to sign up for emergency unscheduled overtime during the initial trial period. During the initial trial period the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the initial trial period shall not be subject to the grievance procedure. The Employer may not discharge or discipline for the purpose of discriminating against an employee because of lawful Union

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activity. No employee shall serve a trial period except as provided in this Agreement while employed in a position within the bargaining unit. Employees who have been accepted into a position (in initial employment) within the preceding twelve (12) months shall not be considered for openings until they have held a position for at least twelve (12) months. This provision may be waived by the City Administrator whenever it is in the interest of the City.

4.2 Length of Service - In layoff, recall, and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service within the Teamster bargaining unit and his/her ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

4.3 Layoff - When the City becomes aware that a layoff may be necessary, they will notify the Union in a timely manner. Within fourteen (14) calendar days of notification, appropriate representatives from the Union and the City will meet to review the issues and process as defined below before issuing notices.

The City will notify the bargaining unit in writing (posting) of an impact and ask for volunteers. If there is an insufficient amount of volunteers within fourteen (14) calendar days of the posting, the layoff process will apply.

The employee with the least seniority (seniority shall be defined as the most recent date of hire within the City's Teamster bargaining unit) within the classification shall be laid off first.

4.4 Bumping – The City agrees that when contemplating potential layoffs, it shall meet with each affected employee to review the employee's seniority date and discuss the employee's skills and abilities in an effort to determine appropriate placement via the bumping process.

The City shall consider the employee's skills, abilities, qualifications, and certifications regarding bumping and the City's judgment shall be reasonably exercised.

In the event of a layoff:

- 1) The employee may bump the least senior employee within his/her same classification and department, provided that the bumping employee has more seniority and meets the qualifications of the position.
- 2) If no opportunity exists in sub-paragraph 1 (above), then the employee may bump the least senior employee in the same classification within the bargaining unit, provided that the bumping employee has more seniority and meets the qualifications of the position.
- 3) If no opportunities exist in sub-paragraphs 1 or 2 (above), then the employee may bump the least senior employee in a lower classification, provided the bumping employee has more seniority and meets the qualifications of the position. In the event the "bump" would normally result in a pay decrease, the employee's prior pay level will be preserved at the pre-layoff step as long as all certifications are maintained. In the event of a position opening, the city may place the affected employee in the prior position that they held based on seniority.

A bargaining unit employee who has "bumped" into a new position as a result of this process shall be in an orientation period and shall be subject to written performance evaluations throughout a four (4) month orientation period. The employee must be able to perform the work with a reasonable amount of training prior to the completion of the orientation period. At the completion of the orientation period, the employee will resume the normal evaluation process.

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For the purpose of bumping into the Municipal Court, an employee may bump if he/she meets the qualifications for the job and the needs of the Court and the Judge pursuant to General Rule 29.

The pay grade of the position bumped into will prevail; however, the employee shall be placed at a step comparable to their current pay as possible within the pay grade. Step increase dates are set to the new move date.

- 4.5 Recall - In the case of recall, those employees with the longest length of continuous service shall be recalled first, provided they can perform the duties required in the classification affected. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.

When the Employer is unable to contact an employee who is on layoff for recall the Union shall be notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.

The Employer has no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled after five (5) working days, the Employer shall have no further obligation to recall him.

- 4.6 Job Vacancies – Before the City awards a position to an applicant from outside the bargaining unit, a representative from the City, upon request from an employee in the bargaining unit, shall meet with a representative from the Union to show the applicant has substantially better qualifications and abilities. When a regular or separately funded job vacancy occurs, notice shall be posted on the bulletin board at each work site for five (5) working days (City Hall, Public Works Building, Parks Office, Police Office and Golf Course). Employees covered by this Agreement who desire consideration for such openings shall submit an application as required by posting. Bargaining unit employees shall be given first consideration for filling the position if they apply for the position during the five (5) working day posting period unless applicants from outside the bargaining unit have substantially better qualifications and ability. Employee selection shall be based upon length of service with the Employer and ability to perform the duties of the job. Job vacancies not filled from within the bargaining unit shall be filled at the Employer's discretion. Employee(s) who have completed one (1) year of employment and who transfer to a different classification through promotion or otherwise shall serve a four (4) month orientation period at the beginning of the new assignment, during which time the Employer may return the employee to their prior job. The employee has the right to return to their previous position during the four (4) month orientation period. .

- 4.6.1 The Employer may post job vacancies within the City as provided in Section 4.6, and at the same time advertise the opening through other means.

- 4.7 Employees hired pursuant to special or limited funding for identified projects of definite (although extended) duration shall have separate classification seniority applicable only in that classification for purposes of Sections 4.3 and 4.4.

- 4.8 An employee's seniority shall be broken so that no prior record of employment shall be counted and his seniority shall cease upon:

- Justifiable discharge
- Voluntary quit
- Retirement

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- Layoff exceeding twelve (12) months
- After twelve (12) months of absence due to a non-occupational injury or illness
- After twelve (12) months of absence due to occupational injury or illness

ARTICLE 5 WAGES

5.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay set forth within Appendix A, which by this reference is incorporated herein as if set forth in full.

ARTICLE 6 HOLIDAYS

6.1 Employees shall be granted the following holidays and such other days as the City Council may see fit without a reduction in pay:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day After Thanksgiving Day	
Christmas Day	December 25 th
(Floating Holiday – see Article 7.1)	

6.2 Should any work be performed by an employee on a holiday, he shall be paid at the overtime rate for such work. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

6.3 The dates set forth within Section 6.1 represent the specific dates on which a holiday shall be observed. Should the dates for any such holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth within Section 6.1.

6.4 Regular part-time employees who work twenty (20) hours or more per week shall receive holiday pay on a pro rata basis, based on their normal work schedule.

6.5 Holiday Bank for the Police Department
 A holiday leave bank shall be established for employees working mandatory alternative schedules. This bank shall consist of a total of eighty (80) holiday hours during each calendar year. Part-time employees shall receive a pro-rated amount of hours based upon their regularly scheduled work week. These hours shall be placed in a holiday bank for each employee on January 1st of each year.

Employees who fall under the provision of this section must be in a pay status on the workday before and the workday after the observed holiday to utilize holiday bank hours. If an employee is not in a pay status on the work day before and the workday after the observed holiday, the eight (8) hour equivalent (or the appropriate pro-rated amount) for that holiday shall be deducted from his/her holiday bank.

Employees who would normally have been scheduled to work on a day that a holiday is observed shall debit hours from their holiday bank, provided that, the hours debited do not

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exceed the equivalent of their regular work shift. Such employees shall have a minimum level of hours debited equal to the amount of hour earned for that holiday. If additional time is required to equal the hourly amount of the employee’s regular full shift, the employee may opt to supplement holiday bank hours with accrued vacation, compensatory time or unpaid leave of absence.

Employees working less than a full calendar year will have their holiday bank credited hours equivalent to the amount (of, if appropriate pro-rated equivalent amount) of holiday hours remaining in the work year.

Holiday hours not used by the completion of the calendar year shall be lost to the employee.

Employees who separate employment during the calendar year will be paid eight (8) hours (of, if appropriate pro-rated equivalent amount) for each holiday occurring prior to the date of separation, less all holiday hours already debited from the holiday bank. If an employee has debited his/her holiday bank for more than eight (8) hours equivalent (of, if appropriate pro-rated equivalent amount) for each holiday that has occurred prior to that date of separation, the appropriate hourly equivalent shall be deducted from the employee’s final paycheck.

ARTICLE 7 VACATIONS

7.1 Employees shall accrue vacation leave in accordance with the following schedule inclusive of the floating holiday:

Years of Employment	Hours Accrued Per Month	Total Days Accrued During Anniversary Year
1st through 2 nd	7.33	11
3 rd through 5 th	8.67	13
6 th	10.67	16
7 th through 8 th	11.34	17
9 th through 10 th	12.67	19
11 th	14.00	21
12 th through 13 th	14.67	22
14 th through 15 th	15.33	23
16 th through 17 th	16.00	24
18 th through 19 th	16.67	25
20 th and more	17.33	26

7.1.1 The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with his anniversary date of employment.

7.2 Each employee shall be entitled to carry over a maximum of two (2) years vacation at his applicable annual rate into any calendar year. When the maximum vacation accrual has been reached and the employee has excess accrual above such maximum, at no fault of the employee, the employee shall be allowed to carry over such excess to be used within the first six (6) months of the next calendar year.

7.3 No employee shall receive compensation for unused vacation leave greater than two hundred forty (240) hours at the time of retirement. Leave in excess of this amount shall be taken prior to retirement.

7.4 Vacation leave shall not accrue during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the afore-referenced schedule.

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- 7.5 In the event a holiday falls within the employee's vacation period, it shall not be counted as a day of vacation.
- 7.6 Earned vacation leave may be taken at any time during a period of extended sickness after the expiration of sick leave. When an employee has exhausted his sick leave balance during the course of an absence due to illness or injury, the employee may use accrued vacation leave for the balance of the absence, subject to certification of the condition by the employee's health care provider. Employees without sick leave as a result of an extended illness may be permitted by the Employer the use of vacation for, sick days on a case by case basis.
- 7.7 New employees, upon being appointed to full-time employment, shall accrue vacation leave in accordance with these provisions; provided however, such employee who leaves the Employer's service prior to completion of six (6) months shall not be compensated for any accrued vacation time.
- 7.8 An employee who fails to provide a two (2) week advance notification of intent to resign shall forfeit his rights to earned vacation. The two (2) week notice may be waived by the Chief Administrative Officer in situations that would make such notice by the employee impossible.
- 7.9 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The Employer will notify the Employee in writing within five (5) days of receipt of the vacation request.
- 7.10 Vacation Waiver - Employees who have given notice to the City's Human Resources Department of the intention to retire from the City of Marysville may waive the accrual of vacation during their final five (5) years of employment with the City, in whole or in part, and upon such waiver, the City shall calculate the annual value of the waiver vacation, divide the amount by two thousand eighty (2080) and this result shall be added to the employee's hourly/monthly compensation. Employees may make a waiver election only during December for the following year.
- 7.11 Regular part-time employees who work twenty (20) hours or more per week shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week and the department's normal workweek is forty (40) hours, the employee shall receive 20/40ths, or fifty percent (50%), of the hourly accrual received by a full-time employee.
- 7.12 Perfect Attendance - Employees who during each of the twelve (12) months January through December have perfect attendance shall be granted one (1) day of additional vacation to be used during the next calendar year. For the purposes of this Section, "perfect attendance" shall include utilization of up to eight (8) hours of sick leave during the calendar year.
- 7.13 In the event of an employee's death, all unused vacation will be paid out at one hundred percent (100%).

ARTICLE 8 LEAVES

- 8.1 Sick Leave – Each employee shall be entitled to receive accident or sick leave of one (1) day for each month of employment. Each employee may accumulate up to a maximum of one thousand four hundred forty (1440) hours of accident or sick leave. An employee who is unable to work for the reasons listed below shall be entitled to full salary for each hour

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of missed work up to the total number of accumulated hours of accident or sick leave:

- (a) The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
- (b) The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
- (c) The need to care for the employee's spouse, parent-in-law or grandparent with a serious health condition or emergency conditions;
- (d) The need to provide for the emergency care or attendance of a member of the immediate family as defined in section 8.2. Provided however, employees should make every effort to obtain approval of the Chief Administrative Officer prior to taking leave;
- (e) Medical, dental or ocular appointments for the employee or a dependent child provided that employees provide twenty-four (24) hours advance notice of the appointment to their supervisor, and further provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with the scheduled work days (when possible, i.e. the exception being employee breaks a tooth at work and needs to seek immediate attention);
- (f) For other circumstances if authorized by the Chief Administrative Officer.

Employees in their probationary period shall accrue one (1) day of sick leave for each month of employment. Employees shall be eligible to use sick leave after the completion of their probationary period.

- 8.1.1 Prior to and within two (2) years of the employee's retirement from the City of Marysville, an employee shall be allowed to convert unused sick leave to vacation days. Such conversion shall be one (1) day of vacation for each four (4) days unused sick leave earned but not used in excess of sixty (60) days. Such leave shall be taken prior to retirement and shall not, in any case, be re-numerated on a cash basis.
- 8.1.2 The City may request reasonable proof of illness in cases where absence extends beyond three (3) working days duration. However, when the City suspects sick leave abuse, the City may request reasonable proof of illness at its discretion. Abuse of sick leave shall be grounds for discipline, consistent with Article 14. The City may require the employee to submit a medical certificate signed by a physician stating the nature of the sickness or injury that the employee has been incapacitated by during the period of absence and is again physically able to perform his/her duties. Sick leave payments are conditional on the employee contacting their immediate supervisors and reporting that they are sick or injured. This condition may be met by leaving a message with the immediate supervisor or lead person (unless circumstances make such notification impossible) each day they are sick or injured to remain eligible for sick leave payments.
- 8.1.3 In the event of an industrial accident an employee shall be eligible for salary continuation which shall be computed at the difference between the State Industrial Insurance compensation and his actual salary for the period of his actual receipt of the State Industrial Insurance compensation, up to a maximum of six (6) months. The six (6) months shall include accumulated accident or sick leave under Section 8.1 hereof.
- 8.1.3.1 Light Duty – The City agrees to abide by the Americans with Disabilities Act, the Washington State Law Against Discrimination and City policy regarding light duty. Both parties agree that the City policy, as defined in this section, relates to the policy in place at the time of ratification.
- 8.1.4 Upon retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of forty-five (45) days by converting to cash such surplus on the basis of one (1)

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day for four (4) sick leave days (eight (8) hours) for the purpose of extending Article 9 (Health and Welfare) coverage.

- 8.2 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family", such employee shall be allowed up to three (3) days pay to attend the funeral. Leave shall be granted to the employee by the Employer with the approval of their Supervisor. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional two (2) paid days off shall be allowed to attend the funeral. "Immediate family" shall be defined as a wife, husband, domestic partner, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, step-children and current step-parents. Bereavement leave may be approved by the Chief Administrative Officer beyond the allotted days. Any days beyond the three (3) original days the employee may use compensatory time or vacation leave.
- 8.3 Jury Leave – Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally required witness in response to a subpoena or other directive, employees shall be allowed authorized leave and will receive full pay from the City. Jury duty, witness fees, and other Court payments, except those for travel expenses must be turned over to the City. Employees released from jury service where two (2) hours of their shift remain shall promptly contact their supervisor and report in if instructed. Employees scheduled to work on shifts other than day shifts shall be considered to be on day shift for the duration of jury duty.
- 8.4 Leave of Absence - A leave of absence may be granted to an employee upon approval by the Chief Administrative Officer, preserving seniority status. Seniority shall not accrue during any such leave of absence in excess of thirty (30) calendar days.
- 8.5 Benefits For Regular Part-Time Employees - Regular part-time employees who work twenty (20) hours or more per week shall receive sick leave, bereavement leave and jury leave pay on a pro rata basis, predicated on the average daily hours worked in the payroll month the leave commences.
- 8.6 Family and Medical Leave - Notwithstanding any provisions to the contrary that may be contained elsewhere within this Agreement, employees shall be eligible for family medical leave in accordance with Federal Law (FMLA), state leave laws, and City Policy. For additional information, refer to the FMLA posting found on the City bulletin boards in each building. Additional information may also be found on the Washington State Office of Labor and Industries' website and the City's website. Employees shall be entitled up to twelve (12) weeks, job protected leave during a rolling twelve (12) month period.

ARTICLE 9 HEALTH AND WELFARE

- 9.1 Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Health-First 250 Plan or Kaiser Permanente \$200 AD/\$20 Co-Pay Plan.

In January of 2018, in exchange for moving to the replacement health insurance plans offered by the Association of Washington Cities, employees hired by the Employer on or before December 31, 2017 shall receive a one-time payment of \$2,500. The payment will be provided to all full-time and regular part-time employees eligible for health insurance benefits, regardless of enrollment. This payment is intended to help offset the added costs of health insurance associated with the new health insurance plans although employees are free to use the money for any purpose. The payments are subject to standard taxable

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withholdings.

- 9.2 If an employee chooses not to cover their dependents under the medical plan, the City will reimburse the employee fifty percent (50%) of the city's cost pursuant to the city's "Dual Coverage Medical Insurance Incentive Program Policy," provided the employee provides annual proof that his/her dependents have coverage through another employer's group health plan.

Example: Dependent Coverage: $\$385.75 \times 50\% = \192.88 - Spouse

$\$179.20 \times 50\% = \89.60 - First Dependent

$\$154.70 \times 50\% = \77.35 - Second Dependent

- 9.3 The parties agree to discuss employer/employee health and welfare contributions as a part of the negotiation process for a successor Agreement.

- 9.4 Dental Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Washington Dental Service Plan F (the employee shall pay the difference between the cost of Dental Plan A and Dental Plan F through a payroll deduction).

- 9.5 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Western Vision Service Plan.

- 9.6 Benefits for Regular Part-Time Employees - The Employer shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of employee only medical and dental coverage for regular part-time employees who work twenty (20) hours or more per week.

- 9.7 Industrial Insurance - The Employer shall pay for all employees one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Washington State Industrial Insurance Accident Fund, and fifty percent (50%) of the premiums necessary for the purchase of employee coverage under the Washington State Industrial Insurance Medical Aid Fund and Supplemental Pension Fund.

- 9.8 Changes to Insurance Coverage – During the term of this Agreement, the Employer has the discretion to move from fully-insured to self-insured coverage, or vice versa, provided employee benefit levels are not substantially altered. Should the Employer make such a change, it will notify the Union and agrees to bargain any impacts on employee insurance benefits.

ARTICLE 10 PENSION

- 10.1 Effective January 1st of each year of the Agreement, the bargaining unit shall determine the amounts, if any, that will be deferred from pay increases into the Western Conference of Teamsters Pension Trust. The Union will notify the Employer of the amount no later than December 31st of each year.

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2080) hours per calendar year.

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<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2080) hours per calendar years.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (5¢)

10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

10.3 Probationary Employees – Regular employees working in the Parks and Public Works Department serving a probationary period, the employer will pay an hourly contribution rate of ten cents (10¢) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.

10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.

No person or third party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer rec. and confirms that such work is not bargaining unit work.

10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours not to exceed an annual of 2080 hours as set forth in Section 10.1.

10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted for only compensable hours during the leave status.

ARTICLE 11 MISCELLANEOUS

11.1 Uniforms - When the Employer requires uniforms, employees shall wear the Employer furnished uniforms. New employees shall be provided uniforms within thirty (30) days of their start date.

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11.1.1 The Employer will provide Police Department Clerical employees with the appropriate uniform as follows:

- *3 pants,
- *4 shirts (at the employees' option, one (1) work shirt may be substituted with one (1) work Polo style shirt, as approved by Police Management),
- *Coat (Evidence Tech only),
- *1 belt,
- * 1 fleece jacket
- \$75 shoe allowance for Clerical,
- \$180 for boot/shoe allowance for the Evidence Tech

*After initial issue, items will be replaced when worn out.

The Police Department Clerical & Evidence Technician employees shall be entitled to the same laundry service as other Police Department employees.

11.2 Boot Allowance - The Employer shall pay for the following amounts annually:

On an annual basis effective January 1 of each year, each eligible employee will be issued a PO for the purchase of work boots up to \$200. The Employer shall replace any work boots which were ruined in the performance of duty. If a replacement pair of boots is purchased by the City between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 of the following year. The Employee may be required to turn in worn work boots to the Employer when utilizing this replacement provisions. Eligible new hires shall be provided a PO for the purchase of work boots no later than one week after date of hire. Should an employee be newly hired between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 the following year.

11.2.1 The Employer shall provide employees with the required uniforms and equipment as hereinafter set forth to be used in performance of City duties.

11.2.2 The Employer shall provide each new Parks and Recreation employee with the required uniform and equipment as follows:

Safety Boots* (as provided in Section 11.2)	
Pants (denim)***	3 pairs
Tee Shirts*	5 each (Self Serviced)
Sweat Shirt*	3 each (Self Serviced)
Shorts (Denim)**	3 pair (Self Serviced)
Light Jacket*	
Heavy Jacket*	1 each
Hat*	1 each
Fleece Skull cap*	1 each
Coveralls*	1 winter
Gloves*	as needed
Rain Gear*	1 set

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Rubber Boots*

Mechanic Coveralls* 7 (Laundry service)

*Replaced when worn out

**Denim shorts shall be provided only for Maintenance Worker and shall only be worn with supervisory approval when performing their specific jobs.

***Three (3) pair of pants issued annually and then replaced when worn out.

11.2.3 The Employer shall provide each new Public Works employee with the required uniform and equipment as follows:

	Public Works	Mechanics
Safety Boots* (as provided in Section 11.2)		
Pants (denim)***	3 pairs	11 (Laundry)
Shirts*		11 (Laundry)
Tee Shirts*	5 each (Self Serviced)	0
Sweat Shirt*	5 each (Self Serviced)	0
Shorts (Denim)**	3 pair (Self Serviced)	0
Light Jacket*		3 (Laundry)
Heavy Jacket*	1 each	1 each
Hat*	1 each	1 each
Fleece Skull Cap*	1 each	1 each
Coveralls*	0	7 (Laundry)
Gloves	as needed	as required
Rain Gear*	1 set	1 set
Rubber Boots*		

*Replaced when worn out

**Denim shorts shall be provided only for Meter Readers, Solid Waste Collectors and Building Maintenance Workers and shall only be worn when performing their specific job duties.

***Three (3) pairs of pants issued annually and then replaced when worn out.

11.3 Maintenance of Standards - Terms or conditions of employment shall be maintained at not less than the highest standards contained in Ordinances which were effective on the date that this Agreement became effective. Provided however, this Section does not preclude the adoption of new ordinances after good faith bargaining with the Union. No employee shall suffer a reduction in wages solely as a result of this Agreement.

11.4 Education Reimbursement - Employees shall request in writing and provide necessary information as required by the Employer for his consideration of prior approval for all courses and seminars. Such requests shall be submitted on forms supplied by the Employer and shall require the approval of the Human Resources Manager. All courses and seminars shall be subject to approval by the Department Head or the Chief Administrative Officer. Payment or reimbursement shall only be made upon successful completion of the course. If work time is used as course time, vacation leave will be debited for unsuccessful course completion.

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- 11.5 Chief Administrative Officer - Acts of this Agreement required of the Mayor or Chief Administrative Officer may be accomplished by persons to whom the Mayor or Chief Administrative Officer has delegated such authority to act.
- 11.6 Compliance - No violation of this Agreement shall be found when a grievance arises as a result of the Employer's compliance with the Fair Labor Standards Act (F.L.S.A.).
- 11.7 Labor Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss. This Committee shall not replace the operational safety and staff meetings. An additional function of the Joint Labor-Management Conference Committee or another committee of Teamsters 763 bargaining unit employees shall be to participate in discussions regarding employee benefits and ways that benefits can be improved or cost savings can be found.
- 11.8 Cross Training – The City and the Union agree to work on a cross training policy during the life of the Collective Bargaining Agreement.

ARTICLE 12 NO STRIKE PROVISION

- 12.1 Nothing contained in this Agreement shall permit or be construed to grant an employee or group of employees the right to strike or refuse to perform their prescribed duties.

ARTICLE 13 EMPLOYER RIGHTS

- 13.1 The Employer has and shall retain the exclusive right to manage and direct the performance of the Employer's services and the work force performing such service.
- 13.2 The Employer has and shall retain the exclusive right to determine issues of and to determine the merits, necessity or organization of any service or activity conducted by the Employer.
- 13.3 The Employer has and shall retain the exclusive right to determine and change the facilities, methods, means and personnel by which the Employer's operations are to be conducted, to expand or diminish services and programs, to determine and change the number of locations, relocations and types of operations and the processes and materials to be employed.
- 13.4 The Employer has and shall retain the exclusive right to determine the size and composition of the work force, to assign work to all of its employees in accordance with requirements as determined by the Employer and to establish work assignments and to set work schedules in the best interests of the Employer.
- 13.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reason, to discharge, suspend, or otherwise discipline employees for proper cause, to determine position classifications, to hire, transfer, promote and demote its employees for non-disciplinary reasons, to determine policies, procedures and standards for retention, selection, training and promotion of employees, to establish performance standards, to maintain the efficiency and effectiveness of governmental operations, to take any and all necessary actions to carry out its missions in emergencies, to exercise control and discretion over its services

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and to maintain the economy desirable for the performance of the Employer's services.

- 13.6 Employee duties connected with City operations are not necessarily specified in the job description and job descriptions shall not limit the Employer's right to assign such duties as the needs of the Employer may require.
- 13.7 Emergency work requiring a quick response for work of short duration may be accomplished by appropriately skilled and responsible City employees. Projects requiring other than emergency response, or of only a limited period of time to remedy, shall be accomplished by personnel normally utilized for such purposes, unless economy and efficiency indicate the need for an alternate solution.
- 13.8 Federal/State Legislation which mandates the implementation of new policies to be effective during the term of this Agreement, regarding specific issues covered by this Agreement, shall result in renegotiations of the applicable Article herein, if requested by either party. The effective date of such a renegotiated Article shall be the date on which the parties agree to the revised Article.

ARTICLE 14 DISCIPLINE AND DISCHARGE

- 14.1 The Employer shall not discipline an employee who has completed the trial period without just cause. Disciplinary actions shall include written warning, suspension, demotion or discharge. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline.
- 14.2 Disciplinary action must be taken within thirty (30) calendar days of the Employer's completion of its investigation of the incident which is the basis for the disciplinary action. The Employer must provide a general notice to the Union and affected employees upon commencement of any investigation (except criminal) reasonably likely to lead to discipline.
- The period of any investigation shall not exceed forty-five (45) days unless the Employer shall have provided notice to the Union of an "Extended Investigation" confidential review of the progress to date and provides a date certain for of the investigation. The forty-five (45) day investigation period shall begin at such time as the Employer has a basis for commencing an investigation of the alleged misconduct of the employee. Should the Union give notice of objection to an "Extended Investigation" at the time of notice from the Employer, such notice shall reserve to the Union all arguments regarding timeliness of the Employer action in the event of subsequent processing under Article 15, Grievance Procedure.
- 14.3 Written warnings shall not remain in effect for purposes for progressive discipline for a period of more than twelve (12) months from the date of said notice. Any disciplinary action above a written warning shall not remain in effect for purposes of progressive discipline for a period of more than twenty-four (24) months from the date of said notice. A copy of any disciplinary action notices shall be sent to the Union at the time it is issued to the employee.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. Grievances shall be filed in writing at the Step at which there is authority to adjudicate such grievance within thirty (30) days (ten (10) days for discipline) of the alleged violation. If any such grievance arises it shall be processed in accordance with the following procedure.
- 15.1.1 Step 1 - A grievance shall first be presented informally by the affected employee and his/her shop steward (if the steward is requested to do so by the employee) to the employee's

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immediate non-unit supervisor. The immediate supervisor shall make every effort to resolve the grievance within fifteen (15) days, if the matter is not resolved to the satisfaction of the employee, it shall be the employee's responsibility to notify the Union in writing of the grievance before the thirty (30) day period expires (the preferred method is to have the Shop Steward fax the grievance to the Union). The Union shall notify Human Resources of the grievance within 45 days of the alleged violation or the matter shall be considered untimely and dead.

- 15.1.2 Step 2 – The written grievance shall set forth the facts and the remedy requested. The Division/Department Director shall thereafter convene a meeting within fifteen (15) days with the Union Representative and the employee. The Division/Department Director shall give a written response to the Union within fifteen (15) days after the grievance meeting.
- 15.1.3 Step 3 - If the grievance is not resolved at Step 2, the Union shall have the right to submit the grievance to the Chief Administrative Officer, who shall convene a meeting within fifteen (15) days with the Union Representative and Employer representatives as deemed necessary by the Employer. The Chief Administrative Officer shall give a written response to the Union within fifteen (15) days after the grievance meeting.
- 15.1.4 Step 4 – If the matter is not resolved at Step 3, then upon mutual agreement the parties may submit the issue to non-binding mediation. The parties shall use a mediator provided by the Federal Mediation and Conciliation Service in Seattle, WA. The parties recognize that mediation is a voluntary process and that all discussions in mediation, if unsuccessful shall be considered off the record for the purpose of arbitration and deemed not relevant. Should the parties reach a resolution from utilizing the mediation process, the resolution shall be reduced to writing, signed and said resolution shall be final and binding.
- 15.1.5 Step 5 - If the grievance is not resolved at Step 4, or through the use of mediation the Union shall have the right to submit the grievance to arbitration. The demand for arbitration shall be submitted to the Chief Administrative Officer within fifteen (15) days of receipt by the Union of the Step 4 response or fifteen (15) days after the mediation process was unsuccessfully attempted.
- 15.2 The Employer and the Union shall promptly after receipt of a demand for arbitration select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within three (3) working days after receipt of the demand for arbitration, the Union may request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or by mutual agreement Public Employees Relation Commission (PERC). After receipt of same the parties shall alternately strike names of the arbitrator until only one name remains who, upon hearing the dispute, shall render a decision which shall be final and binding upon all parties.
- 15.2.1 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 15.3 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 15.5 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter required by the arbitrator, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union.
- 15.6 The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten. The Union and Employer must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary and oral, including affidavits, by their representative or by others and also afforded liberal

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examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when reasonably requested and when practicable, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The arbitrator may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as the parties may agree.

15.7 The foregoing time elements may be extended by mutual agreement of the parties.

ARTICLE 16 SAVINGS CLAUSE

16.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction; provided however, any such findings shall have no effect whatsoever on the remainder of this Agreement. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 17 CITY VEHICLES

17.1 The Employer shall provide City vehicles to court clerks and any other employees who are required to travel to jails, hearings and courts outside of the City limits in the performance of their job duties and responsibilities.

ARTICLE 18 EQUIPMENT, VEHICLES AND CONDITIONS

18.1 The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law.

18.1.2 The City will provide seasonal/temporary maintenance employees in Parks and Public Works with access to rain gear, rubber boots (including steel toed rubber boots), and any other safety required equipment, with the exception of steel toed work boots, which the employee must purchase on his/her own.

ARTICLE 19 DURATION

19.1 Except for those provisions that indicate otherwise, this Agreement shall be effective January 01, 2018, and shall remain in full force and effect through December 31, , 2020 and shall remain in effect during the course of negotiations on a successor Agreement.

19.2 Re-Opener for Paid Leave – In light of Initiative 1433 (Washington's Paid Sick Leave), during the term of this Agreement, either the City or the Union may demand to reopen this Agreement solely for purposes of bargaining necessary or desirable changes to paid leave, including Article 7, Article 8, and any other section applicable to paid leave other than holiday leave. If either party elects to reopen this Agreement, it will provide at least thirty (30) days' written notice to the other party.

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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____
Scott A. Sullivan
Secretary-Treasurer

By _____
Jon Nehring
Mayor

Date _____

Date _____

DRAFT RATIFICATION DOCUMENT 12.5.17

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2018 through December 31, 2020

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- A.1 Effective January 1, 2018, the Property/Evidence Specialist position in the Police Department will receive a market based increase of two percent (2%) to base wage moving this position from Pay Code 7 to new pay code 7-1. This market based adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.2 Effective January 1, 2018, the Accounts Payable / Accounting Technician will be reclassified from Pay Code "6" to a pay step at Pay Code "7" that provides an increase in pay. In exchange for the wage increase, the city and Union have agreed to a revised job description. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.3 Effective January 1, 2018, the Water Quality Specialist/Cross Connection Control Specialist classification will be moved from Pay Code 18 to Pay Code 22, reflecting a 3.0% market adjustment.. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.4 Water Operator – The parties agree the City will fill this new position within a reasonable timeframe in 2018. The pay code for this new position is Pay Code 22-1. The parties agree to meet and bargain the new job description for Water Operator and any impacts on other existing classifications.
- A.5 Wastewater Treatment Plant (WWTP) Operator – Effective January 1, 2018, the WWTP Operator classification will be adjusted from pay code 22 to new pay code 22-2 reflecting a 3.0% market adjustment. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11. The parties agree the WWTP Group III certification is a minimum job qualification for this job classification and that the 2016 WWTP MOU is rescinded.
- A.6 Wastewater Treatment Plant (WWTP) Pre-Treatment Technician – The 3.0% pay premium previously offered to this classification in exchange for obtainment of a WWTP Group III certification is withdrawn. A Group III certification is no longer a requirement of this job classification. The Pre-Treatment Technician will be moved to pay code 22-1. The parties agree that the 2016 WWTP MOU is rescinded.
- A.7 Effective January 1, 2018, the Water Operations/Maintenance Lead Worker II position will be moved from Pay Code 24 to Pay Code 25. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

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A.8 Effective January 1, 2018, the Facilities Maintenance Worker II classification will be moved from Pay Code 16-1 to Pay Code 18. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.9 Effective January 1, 2018, the Wastewater Treatment Plant (WWTP) Lead will receive a 1.5% pay premium for obtainment of a WWTP Group III certification, which is a minimum job qualification. Payment of this premium shall be paid after the incumbent earns the certification. The parties agree that the 2016 WWTP MOU is rescinded.

A.10 The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Parks and Public Works:

AT HIRE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$13.91	\$15.17	\$16.44	\$17.70	\$18.97	\$20.30

Years are calculated from the original date of hire. Up to and including Year 2, the City reserves the discretion to increase the hourly rate of pay if necessary to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

A.11 Effective January 01, 2018, the monthly rates of pay shall be increased by a two and seven-tenth percent 2.70%COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

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Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3535	3680	3831	3986	4152	4322	4490
Procurement & Distribution Asst/Program Asst	3	3962	4123	4297	4472	4655	4844	5033
Program Specialist	5	4016	4181	4353	4531	4718	4910	5099
Accounting Technician - UB	6	4044	4213	4384	4564	4755	4947	5137
Maintenance Worker I	6-1	4026	4193	4365	4543	4731	4924	5112
Accounting Technician - AP	7	4186	4358	4535	4720	4914	5117	5315
Property/Evidence Specialist	7-1	4270	4445	4626	4815	5013	5219	5422
Meter Reader/Repair	8	4687	4878	5076	5289	5503	5731	5951
Administrative Secretary	9	4193	4366	4543	4730	4923	5127	5325
Senior Accounting Technician	10	4560	4747	4943	5142	5351	5575	5790
Traffic Control Systems Tech	14	4872	5073	5282	5497	5721	5957	6189
WWTP Maint Technician I	17	4753	4952	5152	5363	5583	5812	6036
Facilities Maintenance Worker II	18	4939	5140	5352	5571	5798	6038	6272
Lead Worker I/Records Unit Lead	20	5009	5218	5430	5653	5886	6127	6365
Equipment Mechanic	21	4988	5188	5400	5624	5854	6091	6328
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5087	5294	5512	5739	5972	6218	6460
Water Operator/WWTP Pretreatment Tech.	22-1	5193	5406	5629	5860	6100	6350	6595
WWTP Operator	22-2	5348	5568	5798	6036	6283	6540	6793
WWTP Maint Technician II	23	5217	5430	5653	5884	6127	6376	6624
Water Operations/Maintenance Lead Worker II	25	5606	5835	6075	6322	6582	6852	7118
Water Quality/WWTP Lead	25	5606	5835	6075	6322	6582	6852	7118
Sr Traffic Control Systems Tech	26	5721	5957	6200	6455	6720	6997	7265

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Effective January 01, , 2019 the monthly rates of pay shall be increased by a two and seven tenth percent (2.70%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3630	3779	3934	4094	4264	4439	4611
Procurement & Distribution Asst/Program Asst	3	4069	4234	4413	4593	4781	4975	5169
Program Specialist	5	4124	4294	4471	4653	4845	5043	5237
Accounting Technician - UB	6	4153	4327	4502	4687	4883	5081	5276
Maintenance Worker I	6-1	4135	4306	4483	4666	4859	5057	5250
Accounting Technician - AP	7	4299	4476	4657	4847	5047	5255	5459
Property/Evidence Specialist	7-1	4385	4565	4751	4945	5148	5360	5568
Meter Reader/Repair	8	4814	5010	5213	5432	5652	5886	6112
Administrative Secretary	9	4306	4484	4666	4858	5056	5265	5469
Senior Accounting Technician	10	4683	4875	5076	5281	5495	5726	5946
Traffic Control Systems Tech	14	5004	5210	5425	5645	5875	6118	6356
WWTP Maint Technician I	17	4881	5086	5291	5508	5734	5969	6199
Facilities Maintenance Worker II	18	5072	5279	5497	5721	5955	6201	6441
Lead Worker I/Records Unit Lead	20	5144	5359	5577	5806	6045	6292	6537
Equipment Mechanic	21	5123	5328	5546	5776	6012	6255	6499
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5224	5437	5661	5894	6133	6386	6634
Water Operator/WWTP Pretreatment Tech.	22-1	5333	5552	5781	6018	6265	6521	6773
WWTP Operator	22-2	5492	5718	5955	6199	6453	6717	6976
WWTP Maint Technician II	23	5358	5577	5806	6043	6292	6548	6803
Water Operations/Maintenance Lead Worker II	25	5757	5993	6239	6493	6760	7037	7310
Water Quality/WWTP Lead	25	5757	5993	6239	6493	6760	7037	7310
Sr Traffic Control Systems Tech	26	5875	6118	6367	6629	6901	7186	7461

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- A.13 Effective January 01, 2020, the monthly rates of pay shall be increased by a three percent (3.0%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3739	3892	4052	4217	4392	4572	4749
Procurement & Distribution Asst/Program Asst	3	4191	4361	4545	4731	4924	5124	5324
Program Specialist	5	4248	4423	4605	4793	4990	5194	5394
Accounting Technician - UB	6	4278	4457	4637	4828	5029	5233	5434
Maintenance Worker I	6-1	4259	4435	4617	4806	5005	5209	5408
Accounting Technician - AP	7	4428	4610	4797	4992	5198	5413	5623
Property/Evidence Specialist	7-1	4517	4702	4894	5093	5302	5521	5735
Meter Reader/Repair	8	4958	5160	5369	5595	5822	6063	6295
Administrative Secretary	9	4435	4619	4806	5004	5208	5423	5633
Senior Accounting Technician	10	4823	5021	5228	5439	5660	5898	6125
Traffic Control Systems Tech	14	5154	5366	5588	5814	6051	6302	6547
WWTP Maint Technician I	17	5027	5239	5450	5673	5906	6148	6385
Facilities Maintenance Worker II	18	5224	5437	5662	5893	6134	6387	6634
Lead Worker I/Records Unit Lead	20	5298	5520	5744	5980	6226	6481	6733
Equipment Mechanic	21	5277	5488	5711	5949	6192	6443	6694
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5381	5600	5831	6071	6317	6578	6833
Water Operator/WWTP Pretreatment Tech.	22-1	5493	5719	5954	6199	6453	6717	6976
WWTP Operator	22-2	5657	5890	6134	6385	6647	6919	7185
WWTP Maint Technician II	23	5519	5744	5980	6224	6481	6744	7007
Water Operations/Maintenance Lead Worker II	25	5930	6173	6426	6688	6963	7248	7529
Water Quality/WWTP Lead	25	5930	6173	6426	6688	6963	7248	7529
Sr Traffic Control Systems Tech	26	6051	6302	6558	6828	7108	7402	7685

- A.14 Prior Work Experience - New employees may be given credit for prior work experience in computing entry salary. Such experiences may qualify the employee to start at an advanced Step, up to Step 4, of the appropriate classification, with an additional adjustment up to and including Step 5 as the maximum, conditioned upon successful completion of the probationary period. For example, a qualified lateral employee may be hired at Step 4 as the starting salary, and then increased to Step 5 upon completing the probationary period. If the Employer is unable to hire a qualified candidate for a position at or below Step 4 and he needs to address a Pay Step greater than 4, the Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate to fill the position. Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employees initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of becoming a regular employee.
- A.15 Step Advancement - Advancement to Step 5 shall occur after twelve (12) months in the preceding Step. Denial of an advancement to Step 6 Merit Step for inadequate performance may be authorized by the Department Director, provided that the employee so affected is served with written notification in advance outlining the reasons. Retention of a merit step may be conditioned upon continued satisfactory performance and participating mandatory in-service training opportunities provided by the Employer, unless excused by the Department Director or his designee.
- A.15.1 The Employer has a process of Annual Employee Evaluations. During an employee's annual evaluation if the obtaining of, or retention of merit Step 6 is in doubt, the Supervisor will advise the employee of the reasons why he may not receive or continue to receive, merit pay and what action may be necessary on the part of the employee to correct their deficiencies. If during any year employee performance should jeopardize retention of merit pay, the employee will be counseled on what action may be necessary on the part of the

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employee and provided thirty (30) days to take the necessary action.

A.16 Promotion - An employee who is promoted from one classification to another shall be placed into not less than the lowest pay Step of the higher classification which still provides for an increase higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two point five percent (2.5%) above the rate of the old position.

A.17 Longevity Pay - The following shall be the Longevity pay for employees covered by this Agreement. Increases shall become effective with the employee's anniversary date of employment and upon completion of an employee's fifth (5th) year of service.

05 -10 years	\$70.00 per month
11-15 years	\$95.00 per month
16 - 20 years	\$120.00 per month
21 and over	\$170.00 per month

A.18 Higher Classification: An employee who has been assigned by management to act in a temporary capacity in a higher classification shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides a minimum five percent (5.0%) increase over the employee's regular rate of pay provided the employee has worked at least three (3) shifts and one (1) hour in such capacity following which they will be paid back to hour one (1). If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay.

A.19 Leadperson - In the event the Employer establishes a leadperson position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.20 The City agrees to give seasonal/temporary maintenance employees in Parks and Public Works who have performed satisfactorily and competently from the previous year the first right of refusal for seasonal positions available the following year. Former seasonal/temporary maintenance employees in Parks and Public Works will receive offers in order based on the following criteria: number of hours worked in the previous seasons and performance.

A.21 The City's hiring practices will remain as they historically have – the City will hire seasonal/temporary maintenance employees in parks and public works based on need, primarily for the period of March through October. The City, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The City will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in parks and public works based solely on that worker reaching the three hundred forty seven (347) hour threshold and/or higher pay scale. The City may hire seasonal/temporary maintenance employees in parks and public works with the expectation that they will not work more than 1200 hours in a 12 month period.

A.21.1 The City agrees that seasonal/temporary maintenance employees in Parks and Public Works are to be used to supplement the fulltime work force, not supplant it. The City agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

A.22 Local 763 agrees that the initial fee for seasonal/temporary maintenance employees in Parks and Public Works will be spread evenly over four (4) months.

A.23 The City and Local 763 agree to use a rolling twelve (12) month period, rolling backwards, in determining whether a seasonal/temporary maintenance employee in Parks and Public

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Works has crossed the threshold of three hundred forty seven (347) hours or twelve hundred (1200) hours. The City and Local 763 agree that the first twelve (12) month rolling period will begin on June 1, 2016, and that hours worked by any seasonal/temporary maintenance employee in Parks and Public Works prior to June 1, 2016, will not count toward any threshold for crossing three hundred forty seven (347) or twelve hundred (1200) hours.

A.24 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By _____
Scott Sullivan
Secretary-Treasurer

By _____
Jon Nehring
Mayor

Date _____

Date _____

DRAFT RATIFICATION DOCUMENT 12.5.17

APPENDIX "Z"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 1, 2018 through December 31, 2020

CITY OF MARYSVILLE DEPARTMENTS/DIVISIONS

- 1) **FINANCE**
Accounting
Utility Billing
Information Services
City Clerk
- 2) **PARKS AND RECREATION**
Athletics
Recreation
Parks/Golf Maintenance
 - Administration
- 3) **PUBLIC WORKS**
Public Works Administration
Utility Maintenance
Utility Construction
Streets
Solid Waste
Traffic
Fleet/Facilities
Water Resources
 - Surface Water/Vactor
 - Water Quality
 - WWTP
- 4) **POLICE**
Police Clerical
 - Evidence/Property
 - Records
 - Administration
- 5) **COMMUNITY DEVELOPMENT**
Planning and Building
- 6) **COURT**

Association of Washington Cities
2017 Medical Plan Comparison
(Plans underwritten by Regence BlueShield/Asuris Northwest Health
and Group Health)

Regence/Asuris				
Benefits	HealthFirst Plan (terminating 1/1/18)		HealthFirst - 250 Plan	
	Preferred Provider Organization (PPO)		Preferred Provider Organization (PPO)	
	Preferred Providers	Non-Preferred	Preferred Providers	Non-Preferred
Rates	Employee: \$752.67 Spouse: \$758.36 First Dep: \$373.12 Second Dep: \$309.17		Employee: \$684.74 Spouse: \$690.49 First Dep: \$340.15 Second Dep: \$281.21	
Coordination of Benefits/Maintenance of Benefit Provision	COB		MOB	

Copay, Deductible & Out-of-Pocket - Per Calendar Year

Outpatient Copay	\$10/visit	none
Annual Per Person Deductible	none	\$250 Preventative care, prescriptions, and first 4 office visits per calendar year are not subject to deductible 4th Quarter carryover applies
Maximum deductible per family/year	none	\$750 4th Quarter carryover applies
Out-of-Pocket Maximum (see NOTE at end of spreadsheet)	\$1,100/person \$2,200/family	\$3,000/person \$6,000/family

In Your Physician's Office

Office visit	\$10 copay, then paid at 100%	\$10 copay, then paid at 70%	90%	70%
Lab, x-ray & diagnostic	100%	70%		
Phone/video Consultations	not covered		Telehealth MDLive network only \$10 copay - not subject to deductible	

Preventive Care Services

Immunizations for Children	100% (no copay)		100% (not subject to deductible)	
Well Child Care				
Well Adult Care (see preventive care flyer)	100% (no copay)	Participating: 100% Non-Contracted: 70% (no copay)	100% (not subject to deductible)	Participating: 100% Non-Contracted: 70% (not subject to deductible)

Regence/Asuris				
Benefits	HealthFirst Plan (terminating 1/1/18)		HealthFirst - 250 Plan	
	Preferred Provider Organization (PPO)		Preferred Provider Organization (PPO)	
	Preferred Providers	Non-Preferred	Preferred Providers	Non-Preferred

In the Hospital - Facility

Inpatient services	\$150 copay then paid at 90%	\$150 copay then paid at 70%	90%	70%
Outpatient services (x-ray, same day surgery, etc.)	90%	70%		
Emergency room facility charges (copay waived if admitted)	\$75 copay then paid at 90%		\$75 copay then paid at 90%	

In the Hospital - Professional Services

Physician, surgeons & anesthesiologists	100%	70%	90%	70%
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Maternity Care

Physician service	\$10 copay then paid at 100% Employee or spouse only	\$10 copay then paid at 70% Employee or spouse only	90% Employee or spouse only	70% Employee or spouse only
Hospital service	\$150 copay then paid at 90% Employee or spouse only	\$150 copay then paid at 70% Employee or spouse only		
Note: Routine newborn care covered for 72 hours. If mother is enrolled, newborn covered for 21 days.				

Worldwide Care

	Yes - Find a provider near you at www.bcbs.com or call 1 (800) 810-2583.
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Substance Use Disorder (chemical dependence) Treatment

Inpatient	\$150 copay 100% - Physician 90% - Facility	\$150 copay then paid at 70%	90%	70%
Outpatient	100%	70%		

Ambulance

	80%	80%
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Regence/Asuris				
Benefits	HealthFirst Plan (terminating 1/1/18)		HealthFirst - 250 Plan	
	Preferred Provider Organization (PPO)		Preferred Provider Organization (PPO)	
	Preferred Providers	Non-Preferred	Preferred Providers	Non-Preferred

Rehabilitative Therapy

Inpatient	\$150 copay Therapist - 100% Facility - 90% up to 15 days per calendar year	\$150 copay Therapist - 70% Facility - 70% up to 15 days per calendar year	90% up to 15 days per calendar year	70% up to 15 days per calendar year
Outpatient	90% up to 99 visits per calendar year	70% up to 99 visits per calendar year	90% up to 99 visits per calendar year	70% up to 99 visits per calendar year
	Prescription required for Massage and Physical Therapy Neurodevelopmental Therapy covered with no age limit (60 visits separate from other rehab)		Prescription required for Massage and Physical Therapy Neurodevelopmental Therapy covered with no age limit (60 visits separate from other rehab)	

Prosthetics/Home Medical Equipment

	90%	70%	90%	70%
	Orthotic devices are covered			

Mental Health/Psychiatric

Inpatient	\$150 copay Physician 100% Facility 90%	\$150 copay then paid at 70%	90%	70%
Outpatient	100%	70%		

Prescription Drugs

Pharmacy (30-day supply)	\$4 generic \$15 name brand formulary \$35 name brand non-formulary (34 day supply)	\$5 generic \$25 name brand formulary \$50 name brand non-formulary \$100 Specialty Medications
Mail Order (90-day supply)	Mail order available 2 copays for 3 month supply	Mail order available 2 copays for 3 month supply

Regence/Asuris				
Benefits	HealthFirst Plan (terminating 1/1/18)		HealthFirst - 250 Plan	
	Preferred Provider Organization (PPO)		Preferred Provider Organization (PPO)	
	Preferred Providers	Non-Preferred	Preferred Providers	Non-Preferred

Alternative Care

Naturopathic Doctor	Paid the same as physician's office visit (MD)			
Massage Therapist	Prescription required then pays under the rehab outpatient benefit			
Acupuncture	12 visits per year paid at 100% \$10 copay applies to initial exam only	12 visits per year paid at 70% \$10 copay applies to initial exam only	12 visits per year paid at 90%	12 visits per year paid at 70%
Spinal Manipulations	15 manipulations per year paid at 100% \$10 copay applies to initial exam only	15 manipulations per year paid at 70% \$10 copay applies to initial exam only	15 manipulations per year paid at 90%	15 manipulations per year paid at 70%

Specialty Care

Skilled Nursing Facility	\$150 copay, paid at 90% (facility) to 90 days per calendar year	90% to 90 days per calendar year	70% to 90 days per calendar year
Hospice Care	90%	90%	
Home Health Care	Paid at 90% to 130 visits per calendar year	Paid at 90% to 130 visits per calendar year	
Temporomandibular Joint (TMJ) care	not covered		
Routine hearing exam	not covered		
Routine vision exam	Paid at 100% 1 exam/calendar year		

Regence/Asuris				
Benefits	HealthFirst Plan (terminating 1/1/18)		HealthFirst - 250 Plan	
	Preferred Provider Organization (PPO)		Preferred Provider Organization (PPO)	
	Preferred Providers	Non-Preferred	Preferred Providers	Non-Preferred

Health & Well-Being

Health Central	Your personal, secure health and benefits source for information, programs, tools, trackers and resources. Visit awctrust.org .
Wellness Rewards	Earn a financial reward for engaging in healthy activities. Earn points through Health Central.
Health Screenings	Check your cholesterol, triglycerides, blood pressure and more. Discuss results immediately with an onsite health coach. Offered every other year at selected worksites.
Health coaching	Health professionals offer guidance and encouragement to help you reach personal health goals.
Employee Assistance Program	Confidential counseling on issues including stress, grief, parenting, relationships, finances, substance abuse, and more.
Nurse Advice Line	Nurses are available 24 - 7 to discuss health issues and treatment options.
Tobacco Cessation	Quit For Life® provides counseling, nicotine replacement therapy, and other resources for those ready to quit any kind of tobacco - including chew.
Wellness Newsletter	Wellness articles, stories, tips, quotes, recipes, and entertaining cartoons delivered monthly to your home.

Find a Provider	Go to www.regence.com or www.asuris.com and select "Visitor," enter your zip code, select "Find a doctor." You may also see non-contracted providers.
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NOTE: Your maximum out-of-pocket costs provision (see summary by plan for this amount), is basically "insurance on top of your insurance." In addition to a deductible, you may also have out-of-pocket amounts. For example coinsurance on a hospital claim and office visit or prescription coinsurance or copay amounts. Once your out-of-pocket maximum is reached, all remaining claims (on covered items - including copays for office visits and Rx) will be paid at 100% for the remainder of the calendar year.

CAUTION: Do not use this "Medical Plan Comparison" as a complete description of benefit plans. The information is presented in summary form and should be used for general comparison purposes only. Consult the Employee Benefit Handbook for complete and accurate information on the conditions, exclusion, limitations and coverage of benefits.

Update
Index # 27

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/11/2017

AGENDA ITEM:	
Non-Represented Classification and Compensation Study	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Classification & Compensation Study 2. Memo dated 12/7/17 from G Hirashima regarding implementation. 	
BUDGET CODE:	AMOUNT:
	\$163,000 (new grid implementation) \$225,000 (2018 COLA)
SUMMARY:	

McGrath Human Resources Group was commissioned by the City of Marysville to conduct a Classification and Compensation study of all non-union City positions. The City has not completed a comprehensive review of non-union classification since 2007. The purpose of the study was to:

- Review compensation and the external comparable market;
- Establish internal equity amongst city positions;
- Develop an updated compensation system based on the external and internal data;
- Identify an implementation strategy and assess costs.

The study identifies appropriate classifications for non-represented positions and provides for a wage schedule. The non-represented positions represent 89 employees and 79 separate classifications. The jobs are wide-ranging covering professional skills involving administrative, technical, analytical, supervisory and management positions. The study was initiated in 2016 and the wage schedule was developed for 2017. An implementation plan was developed which involves placing employees in their appropriate classification and step closest to their current wage.

As identified in the tentative agreement with Teamsters #763, the proposed COLA for 2018 is 2.7%. Staff recommends that the salary grid be adjusted by 2.7% and then implemented 1/1/18. The non-represented salary study potential cost and COLA were already considered and budgeted within the biennial budget adopted for 2017-18 so will not require an amendment.

RECOMMENDED ACTION: Staff recommends that Council approve the proposed salary grid and 2.7% COLA adjustment for non-represented employees effective 1/1/18 and implementation in accordance with the memo from Gloria Hirashima dated 12/7/17.



Classification & Compensation Study
Executive Report
for
City of Marysville

November 2017



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Study Overview

McGrath Human Resources Group, Inc., an Organization that specializes in public sector consulting, was commissioned by City of Marysville to conduct a Classification and Compensation Study of all non-union City positions.

The purpose of this study is to:

- ✓ Obtain and establish compensation among the external comparable market.
- ✓ Establish internal equity among positions within the City.
- ✓ Integrate the data from the external market and internal market, into an updated compensation system.
- ✓ Obtain data, evaluate and recommend other pay practices.
- ✓ Work with administration to develop a plan for and support with implementation of the compensation system.
- ✓ Provide implementation strategies for any compensation system updates including a projection of the ongoing budget commitments necessary to provide a sustainable and consistent compensation system.

The Consultant would like to extend appreciation to the Human Resources staff for their time, cooperation, and sharing of information and perceptions with McGrath Human Resources Group.

Definitions

In order to ensure that all parties are ‘speaking the same language’, the following are definitions that helped guide the development of the compensation system for the City of Marysville.

Benchmark Position: A job that is commonly found and defined, used to make pay comparisons, either within the organization or to comparable jobs outside the organization.

Classifications: Job titles

Compensation System: A system developed to compensate employees. This system includes a balance between internal equity and external competitiveness.

Compensation Data: Data derived from information regarding the salary range and the rate of pay of the incumbent(s) holding a benchmark position of the identified labor market.

Comp Ratio: The ratio of the current salary range minimum, midpoint, and maximum (numerator) to the market data (denominator). The Comp Ratio is used to measure and assess the comparability of the

City's pay range in relation to the external market. Positions were evaluated based upon the 50th percentile (+/- 5%).

Compression: Pay differentials too small to be considered equitable. The term may apply to differences between (1) the pay of supervisors and subordinates; (2) the pay of experienced and newly hired personnel of the same job; and (3) pay range midpoints in successive job grades or related grades across pay structures; and (4) limited movement through the pay range.

CPI-U: Consumer Price Index – Urban: A measure of the average change over time in the prices paid by urban consumers for a market of consumer goods and services. It reflects spending pattern for two population groups: all urban consumers and urban wage earners and clerical workers. This group represents approximately 87% of the total U.S. population.

Labor Market: A location where labor is exchanged for wages. These locations are identified and defined by a combination of the following factors: geography; industry; education, experience and licensing or certification required; and job responsibilities.

Market Data: The technique of creating the financial value of a position based on the 'going rate' for benchmark positions in the relevant labor markets.

Minimum Salary Range (Minimum): The minimum amount of compensation the organization has deemed appropriate for a position.

Maximum Salary Range (Maximum): The highest amount of compensation the organization has deemed appropriate for a position.

Market Rate (Market): The organization's best estimate of the wage rate that is prevailing in the external market for a given position.

Market Range: A pay range in which the minimum and maximum of the range is established around the 50th percentile.

Merit Increase: An adjustment to an individual's base pay rate based on performance or some other individual measure.

Pay Grade: The grade, or placement of a position within the salary structure.

Pay Grade Evaluation: The (re)assignment of a job to a higher or lower pay grade or pay range in the salary structure due to a job content (re)evaluation and/or significant change in the average market rate in the external labor market.

Promotion: The (re)assignment of an employee to a position in a higher pay grade or range in the organization's salary structure.

Salary Schedule Adjustment: An adjustment to the salary structure; the increase or decrease of a pay range, minimum – maximum. This is a method to maintain the salary range in relation to external market conditions.

Step Schedule: Standardized progression pay rates that are established within a pay range. To move to the next step, one must have met acceptable performance standards.

Salary Schedule: The hierarchy of job grades and pay ranges established within an organization.

Spread: The range of pay rates, from minimum to maximum, established for a pay grade. Typically used to set individual employee pay rates.

Methodology

Data Collection

The project involved several steps: collection of data, and interviews with specific administrative and department personnel.

The first step of this Study involved the gathering of data that pertains to current compensation practices within the City of Marysville. The Consultant received information relating to current salaries, collected market data, specific policies, and current job descriptions. This provided a basis on which to build a compensation system.

Interviews were conducted with Department Heads within the City representing the various job titles within the organization. The purpose of these meetings was to first, gain an understanding of the municipality's current compensation practices and philosophy; second, solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, determine if there were any 'problem' positions within the City that were difficult to recruit, retain, or were 'unique' in the positions responsibilities.

Labor Market

In order to gain information from the external market, the City, through interviews with the City and Department Heads, established a list of comparables. A survey was established and sent to the following organizations. The organization either completed the survey or provided the Consultant

information as to where on the website the information could be ascertained. In those situations, McGrath Human Resources had better control of the data as it completed the survey. The following organizations were utilized:

Table 1: Comparable Organizations

Community/Municipal Body (Requested)
City of Auburn, WA
City of Bellingham, WA
City of Bellevue, WA
City of Bremerton, WA
City of Bothell, WA
City of Everett, WA
City of Kent, WA
City of Kirkland, WA
City of Lacey, WA
City of Lynnwood, WA
City of Mt. Vernon, WA
City of Oak Harbor, WA
City of Olympia, WA
City of Redmond, WA
City of Renton, WA
Skagit County (Parks only)
Snohomish County (Parks/IS)
City of Tacoma, WA
City of Tukwila, WA
<u>Did Not Participate:</u>
City of Kirkland, WA

Market Data Solicited

Salary data was solicited for 89 different positions. Data included the minimum, midpoint and maximum, as well as the average salary of the incumbents. Positions with less than two (2) participants were excluded since it was considered an insufficient sample size. When computing the average or the 50th percentile, salaries that were considered statistically too high or low were eliminated. The following titles were placed on the salary survey.

Pay Range Market Analysis

The City's Minimum Salary Range was compared to the average Market Minimum salary; and the average incumbent salary of Marysville employees was compared to the average market data for incumbents in a similar position.

Minimum Salary Comparison

The analysis of the Minimum Salary Range gives an initial indication if starting salaries are within an acceptable market range. For this purpose, the closer to 50%, the closer the match of the City's Minimum to the Average Market Minimum. Minimum starting salaries below 40% (called the Comp-Ratio) would require further evaluation. It could be an indication that the Minimum of the salary range has fallen below the Market average. However, a starting salary below the Average Market Minimum may not necessarily be a problem, depending upon the speed in which an individual advances to the established Market Rate.

When building a salary schedule, one wants to consult the minimums to ensure that the City's Minimums are within an acceptable range to the Average Market Minimum. However, this analysis is only the beginning in the development of a compensation schedule.

Overall, the City's salary schedules have fared well in comparison to the external market whereas 77% of the minimum are in line. However, there are 23% of the positions that are in need of some adjustment, which is minimal and not uncommon to find a few that may have become problematic. Although those within the 40% Comp Ratio are considered to be in line, it is necessary to evaluate those positions within the lower portion of that range; thus, positions within 40-45% Comp Ratio, or about 25% of the positions need to be considered for an adjustment now or in the near future. These are on the verge of falling below the Average Market Rate.

Thus, with those in the lower 40% Comp Ratio; 48% of the benchmark positions are at or below the Average Market Minimum. This would indicate that the Salary Schedule is on the verge of falling behind the Average Market Rate and is need of updating.

Market Rate Salary Comparison

The next step in developing a compensation structure is to compare the current incumbent's salaries to average of incumbents currently in the position. For this purpose, positions where there is more than one (1) incumbent, an *average* of the current City employees is utilized. Later in the study, an analysis has been conducted for each individual City employee in relation to the recommended market rate and is submitted under separate cover.

It is standard compensation practice to establish a range around the Average Market Rate to determine if the employee is being compensated 'fairly.' Often, employees make the assumption that if the Average Market Rate is \$25,000, then they should be making \$25,000. However, compensation practices look at a range around the Average Market Rate that an employee should be at by the time the employee is fully functioning within his/her position. Traditionally, organizations establish a 5-10% range around the Market Rate. Thus, if an employee is making between 40-60% of the Market Rate, the employee is fairly compensated. Overall, comparing the average incumbent(s) salary to the Average Market Rate (Comp Ratio), it appears that the City's past compensation practices have maintained salaries within the Average Market Rate.

Table 2: Average Market Rate Summary Full-time Positions

AVERAGE MARKET RATE COMP RATIO	NUMBER OF BENCHMARK POSITIONS	PERCENTAGE OF POSITIONS
0%-29%	1	2%
30%-39%	3	5%
40%-49%	24	36%
50%-59%	26	39%
60%+	12	18%

Of the benchmark positions – 7% of the positions appear to have fallen below the 50th percentile of Market Rate. Whereas, 93% of the positions are at or above the 50th percentile.

Maximum Analysis

Typically, in compensation studies, an analysis of the maximum does not yield information that is pertinent as compensation systems vary so significantly. However, the City feels the maximum of the

Salary Range is reflective of the Market Rate for the position. Thus, the Consultant conducted an analysis of the Maximum of the Salary Range as compared to the average market incumbent salary (reflective of the Average Market Rate) to ascertain if the maximum salary step or top of the salary range was in line with the Average Market Rate.

This analysis illustrates, the Salary Schedules for all non-union positions indicate the Maximums are in line with the Average Market Rate for the comparable positions.

55th Percentile

The City feels it performs higher than the Market and thus, the Chief Administrative Officer had the Consultant conduct an analysis of the Market at the 55th percentile – or 10% above the Market. An additional analysis of 5% or the 52nd percentile was also conducted. After the analysis, the Consultant has determined the 55th percentile better reflects the philosophy and salaries of the City of Marysville. The two (2) tables below illustrate the Minimum Salaries of the City as compared to the 55th percentile of the Market Minimums at 10% above; and then the incumbent analysis to the 55th percentile of the Market.

When analyzing the incumbent salaries to the 55th percentile; the City fares better in that 36% of the positions are below the Market. Whereas, 64% of the positions currently lie 10% above the Market Average. It is with this information that the Consultant feels that developing the Salary Schedule at 10% above the average, or at the 55th percentile, is in the best interest of the City of Marysville.

Current Compensation Systems

The City has six (6) compensation systems. These are the three (3) union plans, and three (3) non-union pay plans. Only the non-union plans are a part of the Compensation Study. The following is an analysis of the non-union pay plans.

Department Head Schedule: This Schedule is a salary range. There is a 35%-37% range from Minimum to Maximum. There are only three (3) Pay Grades on this Schedule. Department Heads move through the range through an informal merit based system. The Chief Administrative Officer along with the Mayor evaluate Department Heads and assign a percentage increase.

Management Schedule: Employees deemed as management/exempt are placed on a separate schedule. There are 13 Pay Grades. Once an employee reaches the maximum step, the increase is only the percent adjustment to the Salary Schedule.

Non-Representative Schedule: Non-management/hourly employees are placed on yet a separate Salary Schedule. There are six (6) steps and 11 Pay Grades. As with the management schedule; once reaching Step 6, the only adjustment is when the Salary Schedule is adjusted.

The focus of the Salary Schedule is reaching the top step; thus, the perception is that the external market is the Maximum of the Salary Schedules.

Integrated Schedule Compression

The Consultant placed all of the non-union salary schedules together to determine if internal equity among the Salary Schedules would be problematic. Fortunately, this is not an issue among the various non-union Salary Schedules within the City. With that said, if the City continues to have multiple non-union Salary Schedules, it must continue to watch for internal equity problems which can occur as one manages multiple Schedules.

Recommended Salary Schedule

The recommended compensation system is a compilation of the three (3) non-union Salary Schedules. This results in a 9-Step Schedule. The percent between Steps is graduated from 3.0% for Steps 1 – 7; and 2.5% from Step 8 through the top of the range. The Schedule is built off the 55th percentile market rate which is at Step 6 of the grid. Appendix A is the recommended Salary Schedule.

Placement

For purposes of implementation, employees currently below Minimum of the new pay range Step 1 will be placed on Step 1. Employees above Step 1 are placed on the step closest to their current salary

without a decrease. This may not be a significant increase and should only be viewed as a wage adjustment to move onto the new Salary Schedule. It is not considered a performance increase.

In most organizations, this type of placement proves problematic, as employees feel that if they have more tenure in the position, they should be higher within the salary range. Although there is merit to this argument, placement on the schedule by years in the position proves to be very costly – something most municipalities cannot afford.

Other Compensation Issues

During the course of the study, the Consultant cleaned up some titles. In addition, either created or eliminated some levels within positions. Therefore, creating some progression in some positions as the employee gains certifications and/or experience.

The position of Chief Administrative Officer is a contractual position and determination of salary is provided by the elected body. The salary schedule – M130 – was originally slated for this position; however, the CAO position title was removed. Thus, this salary band should be maintained on the salary schedule and utilized by the City for negotiations with the CAO.

General Operational Guidelines

Annual Adjustments

Each year (suggested January 1st), the City should adjust the Salary Schedule, taking into consideration cost of living increases. The amount plus the percent step increase should be close to some defined index, or similar to the City's overall compensation adjustment. Without maintaining the Schedule, salaries will fall behind the Market, and the City will be in a position of expending dollars to keep up.

Human Resources has been given procedures for the operations and overall maintenance of the compensation plan.

Benefit Statements

Employees, especially in government where salaries and/or benefits have traditionally been above those in the private sector, may not realize the true cost to the municipality for providing benefits. It is suggested that the City provide benefit statements to employees that details the total cost of compensation for an employee and confirm it includes all of the following benefit information:

Gross Salary

- +Employer cost of FICA, FUTA
- +Employer cost of federal and state taxes
- +Employer cost of insurances (health, STD, LTD, etc.)
- +Employer cost for employees to participate in a sponsored EAP
- +Employer cost of unemployment
- +Employer cost of worker's compensation
- +Employer cost of pension fund(s)
- +Employer cost of other benefits provided
- =Total compensation for the employee

This often has a dramatic effect on employees who only see their net pay, rather than the total cost an employer actually pays for an employee.

Appendix A: 2017 Recommended Salary Schedule

PG	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9
N110	Computer Technician	\$59,520	\$61,306	\$63,145	\$65,039	\$66,990	\$69,000	\$71,070	\$72,847	\$74,668
N110	Confidential Legal Assistant	\$28.62	\$29.47	\$30.36	\$31.27	\$32.21	\$33.17	\$34.17	\$35.02	\$35.90
N110	HR Assistant									
N110	Planning Technician									
N111	Deputy City Clerk	\$63,091	\$64,984	\$66,933	\$68,941	\$71,010	\$73,140	\$75,334	\$77,218	\$79,148
N111	Probation Officer	\$30.33	\$31.24	\$32.18	\$33.14	\$34.14	\$35.16	\$36.22	\$37.12	\$38.05
N112	Code Enforcement Officer	\$67,508	\$69,533	\$71,619	\$73,767	\$75,980	\$78,260	\$80,608	\$82,623	\$84,688
N112	Confidential Admin Associate	\$32.46	\$33.43	\$34.43	\$35.47	\$36.53	\$37.62	\$38.75	\$39.72	\$40.72
N112	Development Services Tech									
N112	Financial Specialist-Eng									
N112	Inspector I - Building									
N112	Inspector I - Construction									
N112	Paralegal									
N112	Planning Assistant									
N112	Safety & Training Administrator									
N112	Surface Water Specialist									
N113	Assistant Court Admin	\$73,583	\$75,791	\$78,064	\$80,406	\$82,819	\$85,303	\$87,862	\$90,059	\$92,310
N113	Associate Planner	\$35.38	\$36.44	\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.30	\$44.38
M113	Athletic Supervisor									
M113	Community Center Supervisor									
N113	Computer Support Tech									
M113	Cultural Arts Supervisor									
N113	Engineering Tech									
N113	Executive Services Coordinator									
N113	Financial Analyst									
N113	GIS Analyst									
N113	HR Specialist									
N113	Inspector II - Building									
N113	Inspector II - Construction									
N113	Recreation Coordinator									
N114	Crime & Intelligence Analyst	\$79,001	\$81,371	\$83,812	\$86,327	\$88,917	\$91,584	\$94,332	\$96,690	\$99,107
N114	Electronic Control System Administrator	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75	\$44.03	\$45.35	\$46.49	\$47.65

PG	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9
N114	HR Analyst									
N114	Inspector III - Combo									
N114	Inspector III - Electrical									
M114	Planner									
M115	Administrative Services Mgr	\$84,531	\$87,067	\$89,679	\$92,370	\$95,141	\$97,995	\$100,935	\$103,458	\$106,045
N115	Asst Building Official	\$40.64	\$41.86	\$43.12	\$44.41	\$45.74	\$47.11	\$48.53	\$49.74	\$50.98
N115	Civil Plan Review									
N115	GIS Administrator									
N115	Project Engineer									
N115	Sr Planner									
M116	IS System Administrator	\$90,448	\$93,162	\$95,957	\$98,836	\$101,801	\$104,855	\$108,000	\$110,700	\$113,468
M116	Parks Maintenance Manager	\$43.48	\$44.79	\$46.13	\$47.52	\$48.94	\$50.41	\$51.92	\$53.22	\$54.55
M116	Prosecutor									
N116	Public Relations Administrator									
M116	Risk/Emerg Mgmt Officer									
M116	Solid Waste/Support Services Supervisor									
M116	Storm/Sewer Supervisor									
M116	Street Supervisor									
M116	Water Operations Supervisor									
M116	Water Resources Supervisor									
M117	Building Official	\$94,971	\$97,820	\$100,755	\$103,777	\$106,891	\$110,097	\$113,400	\$116,235	\$119,141
M117	Court Administrator	\$45.66	\$47.03	\$48.44	\$49.89	\$51.39	\$52.93	\$54.52	\$55.88	\$57.28
M117	Financial Operations Manager									
M117	Financial Planning Administrator									
M117	Planning Manager									
M117	Sr Project Engineer									
M117	Street/Solid Waste Mgr									
M117	Traffic Engineer Manager									
M117	Water Resource Mgr									
M118	Eng Service Manager	\$99,719	\$102,711	\$105,792	\$108,966	\$112,235	\$115,602	\$119,070	\$122,047	\$125,098
M118	Sr Project Manager	\$47.94	\$49.38	\$50.86	\$52.39	\$53.96	\$55.58	\$57.25	\$58.68	\$60.14
M119	Assistant Parks Director	\$104,705	\$107,847	\$111,082	\$114,414	\$117,847	\$121,382	\$125,024	\$128,149	\$131,353

PG	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9
M119	Utility Manager	\$50.34	\$51.85	\$53.40	\$55.01	\$56.66	\$58.36	\$60.11	\$61.61	\$63.15
M120	No Position	\$109,941	\$113,239	\$116,636	\$120,135	\$123,739	\$127,451	\$131,275	\$134,557	\$137,921
		\$52.86	\$54.44	\$56.08	\$57.76	\$59.49	\$61.27	\$63.11	\$64.69	\$66.31
M121	City Engineer	\$115,438	\$118,901	\$122,468	\$126,142	\$129,926	\$133,824	\$137,839	\$141,285	\$144,817
M121	Deputy City Attorney	\$55.50	\$57.16	\$58.88	\$60.65	\$62.46	\$64.34	\$66.27	\$67.93	\$69.62
M121	Police Commander									
M121	IS Manager									
M122	Assistant Finance Director	\$121,210	\$124,846	\$128,591	\$132,449	\$136,422	\$140,515	\$144,731	\$148,349	\$152,058
M122	Assistant PW Director	\$58.27	\$60.02	\$61.82	\$63.68	\$65.59	\$67.56	\$69.58	\$71.32	\$73.10
M123	Assistant Police Chief	\$133,331	\$137,331	\$141,450	\$145,694	\$150,065	\$154,567	\$159,204	\$163,184	\$167,263
		\$64.10	\$66.02	\$68.01	\$70.05	\$72.15	\$74.31	\$76.54	\$78.45	\$80.42
M124	Community Development Director	\$139,997	\$144,197	\$148,523	\$152,979	\$157,568	\$162,295			\$179,196
M124	Human Resource Director	\$67.31	\$69.33	\$71.41	\$73.55	\$75.75	\$78.03			
M124	Parks Director									
M125	Finance Director	\$146,997	\$151,407	\$155,949	\$160,628	\$165,446	\$170,410			\$188,156
		\$70.67	\$72.79	\$74.98	\$77.22	\$79.54	\$81.93			
M126	Police Chief	\$154,347	\$158,977	\$163,747	\$168,659	\$173,719	\$178,930			\$197,564
M126	City Attorney	\$74.21	\$76.43	\$78.72	\$81.09	\$83.52	\$86.02			
M126	Public Works Director									
M130	No Position	\$171,325	\$176,465	\$181,759	\$187,211	\$192,828	\$198,613			\$219,296
		\$82.37	\$84.84	\$87.38	\$90.01	\$92.71	\$95.49			

M= Exempt
N= Non-exempt



EXECUTIVE OFFICE
 1049 State Avenue
 Marysville, Washington 98270
 Phone: 360.363.8000
 marysvillewa.gov

MEMORANDUM

To: City Council

From: Gloria Hirashima, Chief Administrative Officer

Date: December 8, 2017

Subject: Non-Represented Classification Study Implementation

McGrath Consulting Group has recommended a classification system for non-represented employees of the City. Executive, HR and Finance staff have reviewed the cost and implementation schedule. The cost of implementing the new grid and moving position classifications for 89 positions as recommended is \$163,000. This study was initiated in 2016 and developed based on wage information collected by the consultant in early 2017. The salary grid is based on a schedule of annual step increases for each position classification. In discussions with Council, a merit system was desired, rather than one based entirely on years of service. As a result, we can incorporate a merit aspect by implementing steps 8 and 9 of the schedule as merit steps. This will require approval by the director to move into those steps based on employee performance. Failure to maintain performance at the desired level will result in removal of the merit step(s) potentially to step 7. The steps will be reviewed annually for employees attaining step 8 or 9. Director positions operate on a merit system, so all steps are considered performance based; the schedule is a guideline and steps are not automatic.

In order to maintain equity with the bargaining units, I also recommend implementing a 2.7% wage adjustment consistent with the tentative agreement with Teamsters #763. The 2.7% wage adjustment is 90% of CPI-W as identified by the US Department of Labor, Bureau of Labor Statistics for Seattle-Tacoma-Bremerton area for October 2017. The 2018 cost of the 2.7% wage adjustment is \$225,000 for the non-represented employees.

Adopting a new wage grid can present various inequities in the step implementation with employees hired at different times of the year. In order to provide for equity in the new grid implementation as well as to recognize impacts resulting from the health plan change, I am recommending a universal anniversary date be enacted of February 1, 2018 for all employees who have been in their current positions for one year or more as of 1/1/18. The cost impact of the anniversary date adjustment is approximately \$60,000. For employees who are in their current positions less than one year, the employee will maintain their current anniversary date for step increases. In addition to increasing equitable treatment in the new grid system, the adjusted anniversary date will also serve to mitigate the health insurance change that is being enacted on 1/1/18 for the non-represented employees. The City will be moving all employees to Health First 250 as our current plan is being terminated. There will be an impact with the new plan as deductibles, maximum out of pocket are increasing and coverage is decreasing for various services. The bargaining units negotiated one-time payments to mitigate the change within their contracts.

Update
Index # 28

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2017-2018 BIENNIAL BUDGET AND PROVIDING FOR THE ADDITION TO THE PAY CLASSIFICATION, GRADES, AND RANGES FOR THE TEAMSTER REPRESENTED EMPLOYEES AS BUDGETED FOR IN ORDINANCE NO. 3042.

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

Section 1. Since the adoption of the 2017-2018 budget by the City Council on November 28, 2016, it has been determined that the interests of the residents of the City of Marysville may best be served by the addition to the pay classification, grades, and ranges in the 2017-2018 budget for the Teamster represented employees.

In accordance with MMC 2.50.030, the 2017-2018 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classification and grades or ranges attached hereto and contained the Appendix A. The following pay grids are hereby added to read as follows:

Section 2. The City of Marysville Teamsters Pay Grid adopted in Ordinance No. 3046 and incorporated into Ordinance No. 3042 is hereby replaced by the Teamsters Pay Grid in Exhibit A. Except as provided herein, all other provisions of Ordinance No. 3046 and Ordinance No. 3042 shall remain in full force and effect, unchanged.

Section 3. This ordinance will become effective only if the Teamster members ratify the contract that was proposed by the City. Accordingly, the City Clerk is directed to publish this ordinance only after being notified that the Teamster contract has been ratified. If the contract is not ratified within fifteen (15) days of adoption of this ordinance, it will be null and void and without effect.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
DEPUTY CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

Appendix A

Pay Classification with Grades/Ranges

**CITY OF MARYSVILLE
TEAMSTERS PAY GRID
2018**

2.7% increase

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3535	3680	3831	3986	4152	4322	4490
Procurement & Distribution Asst/Program Asst	3	3962	4123	4297	4472	4655	4844	5033
Program Specialist	5	4016	4181	4353	4531	4718	4910	5099
Accounting Technician - UB	6	4044	4213	4384	4564	4755	4947	5137
Maintenance Worker I	6-1	4026	4193	4365	4543	4731	4924	5112
Accounting Technician - AP	7	4186	4358	4535	4720	4914	5117	5315
Property/Evidence Specialist	7-1	4270	4445	4626	4815	5013	5219	5422
Meter Reader/Repair	8	4687	4878	5076	5289	5503	5731	5951
Administrative Secretary	9	4193	4366	4543	4730	4923	5127	5325
Senior Accounting Technician	10	4560	4747	4943	5142	5351	5575	5790
Traffic Control Systems Tech	14	4872	5073	5282	5497	5721	5957	6189
WWTP Maint Technician I	17	4753	4952	5152	5363	5583	5812	6036
Facilities Maintenance Worker II	18	4939	5140	5352	5571	5798	6038	6272
Lead Worker I/Records Unit Lead	20	5009	5218	5430	5653	5886	6127	6365
Equipment Mechanic	21	4988	5188	5400	5624	5854	6091	6328
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5087	5294	5512	5739	5972	6218	6460
Water Operator/WWTP Pretreatment Tech.	22-1	5193	5406	5629	5860	6100	6350	6595
WWTP Operator	22-2	5348	5568	5798	6036	6283	6540	6793
WWTP Maint Technician II	23	5217	5430	5653	5884	6127	6376	6624
Water Operations/Maintenance Lead Worker II	25	5606	5835	6075	6322	6582	6852	7118
Water Quality/WWTP Lead	25	5606	5835	6075	6322	6582	6852	7118
Sr Traffic Control Systems Tech	26	5721	5957	6200	6455	6720	6997	7265

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CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2017-2018 BIENNIAL BUDGET AND PROVIDING FOR THE ADDITION TO THE PAY CLASSIFICATION, GRADES, AND RANGES AS BUDGETED FOR IN ORDINANCE NO. 3042.

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

Section 1. Since the adoption of the 2017-2018 budget by the City Council on November 28, 2016, it has been determined that the interests of the residents of the City of Marysville may best be served by the addition to the pay classification, grades, and ranges in the 2017-2018 budget.

In accordance with MMC 2.50.030, the 2017-2018 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classification and grades or ranges attached hereto and contained the Appendix A. The following pay grids are hereby added to read as follows:

Section 2. The City of Marysville Director and Non-Represented Pay Grid adopted in Ordinance No. 3046 and incorporated into Ordinance No. 3042 is hereby replaced by the Director and Non-Represented Pay Grids in Exhibit A. Except as provided herein, all other provisions of Ordinance No. 3042 shall remain in full force and effect, unchanged.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
DEPUTY CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

Appendix A

Pay Classification with Grades/Ranges

**CITY OF MARYSVILLE
DIRECTOR PAY GRID 2018**

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M124	Community Development Director	\$ 143,777	\$ 148,090	\$ 152,533	\$ 157,109	\$ 161,822	\$ 166,677			\$ 184,034
M124	Human Resource Director	\$ 69.12	\$ 71.20	\$ 73.33	\$ 75.53	\$ 77.80	\$ 80.13			
M124	Parks Director									
M125	Finance Director	\$ 150,966	\$ 155,495	\$ 160,160	\$ 164,965	\$ 169,913	\$ 175,011			\$ 193,236
		\$ 72.58	\$ 74.76	\$ 77.00	\$ 79.31	\$ 81.69	\$ 84.14			
M126	Police Chief	\$ 158,514	\$ 163,269	\$ 169,168	\$ 173,213	\$ 178,409	\$ 183,761			\$ 202,898
M126	City Attorney	\$ 76.21	\$ 78.49	\$ 80.85	\$ 83.28	\$ 85.77	\$ 88.35			
M126	Public Works Director									

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2018**

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N110	Computer Technician	\$ 61,127	\$ 62,961	\$ 64,850	\$ 66,795	\$ 68,799	\$ 70,863	\$ 72,989	\$ 74,814	\$ 76,684
N110	Confidential Legal Assistant	\$ 29.39	\$ 30.27	\$ 31.18	\$ 32.11	\$ 33.08	\$ 34.07	\$ 35.09	\$ 35.97	\$ 36.87
N110	Human Resource Assistant									
N110	Planning Technician									
N111	Deputy City Clerk	\$ 64,794	\$ 66,739	\$ 68,740	\$ 70,802	\$ 72,927	\$ 75,115	\$ 77,368	\$ 79,303	\$ 81,285
N111	Probation Officer	\$ 31.15	\$ 32.09	\$ 33.05	\$ 34.04	\$ 35.06	\$ 36.11	\$ 37.20	\$ 38.13	\$ 39.08
N112	Code Enforcement Officer	\$ 69,331	\$ 71,410	\$ 73,553	\$ 75,759	\$ 78,031	\$ 80,373	\$ 82,784	\$ 84,854	\$ 86,975
N112	Confidential Admin. Associate	\$ 33.33	\$ 34.33	\$ 35.36	\$ 36.42	\$ 37.52	\$ 38.64	\$ 39.80	\$ 40.80	\$ 41.81
N112	Development Services Technician									
N112	Financial Specialist - Engineering									
N112	Inspector I - Building									
N112	Inspector I - Construction									
N112	Paralegal									
N112	Planning Assistant									
N112	Emergency Preparedness Coordinator									
N112	Safety & Training Administrator									
N112	Surface Water Specialist									
N113	Assistant Court Administrator	\$ 75,570	\$ 77,837	\$ 80,172	\$ 82,577	\$ 85,055	\$ 87,606	\$ 90,234	\$ 92,491	\$ 94,802
N113	Associate Planner	\$ 36.33	\$ 37.42	\$ 38.54	\$ 39.70	\$ 40.89	\$ 42.12	\$ 43.38	\$ 44.47	\$ 45.58
M113	Athletic Supervisor									
M113	Community Center Supervisor									
M113	Computer Support Technician									
M113	Cultural Arts Supervisor									
M113	Engineering Technician									
M113	Executive Services Coordinator									
M113	Financial Analyst									
M113	GIS Analyst									
M113	Human Resource Specialist									
M113	Inspector II - Building									
M113	Inspector II - Construction									
M113	Recreation Coordinator									

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2018 CONTINTUED**

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
N114	Crime & Intelligence Analyst	\$ 81,134	\$ 83,568	\$ 86,075	\$ 88,658	\$ 91,318	\$ 94,057	\$ 96,879	\$ 99,301	\$ 101,783
N114	Electronic Control Systems Administrator	\$ 39.01	\$ 40.18	\$ 41.38	\$ 42.62	\$ 43.90	\$ 45.22	\$ 46.58	\$ 47.74	\$ 48.93
N114	Human Resource Analyst									
N114	Inspector III - Combo									
N114	Inspector III - Electrical									
N114	Planner									
M115	Administrative Services Manager	\$ 86,813	\$ 89,418	\$ 92,100	\$ 94,864	\$ 97,710	\$ 100,641	\$ 103,660	\$ 106,251	\$ 108,908
N115	Assistant Building Official	\$ 41.74	\$ 42.99	\$ 44.28	\$ 45.61	\$ 46.98	\$ 48.39	\$ 49.84	\$ 51.08	\$ 52.36
N115	Civil Plan Review									
N115	GIS Administrator									
N115	Project Engineer									
N115	Senior Planner									
M116	IS System Administrator	\$92,890	\$ 95,677	\$ 98,548	\$ 101,505	\$ 104,550	\$ 107,686	\$ 110,916	\$ 113,689	\$ 116,532
M116	Parks Maintenance Manager	\$ 44.66	\$ 46.00	\$ 47.38	\$ 48.80	\$ 50.26	\$ 51.77	\$ 53.33	\$ 54.66	\$ 56.02
M116	Prosecutor									
M116	Public Relations Administrator									
M116	Risk/Emergency Management Officer									
M116	Solid Waste/Support Services Supervisor									
M116	Storm/Sewer Supervisor									
M116	Street Supervisor									
M116	Water Operations Supervisor									
M116	Water Resource Supervisor									
M117	Building Official	\$ 97,535	\$ 100,461	\$ 103,475	\$ 106,579	\$ 109,777	\$ 113,070	\$ 116,462	\$ 119,373	\$ 122,358
	Court Administrator	\$ 46.89	\$ 48.30	\$ 49.75	\$ 51.24	\$ 52.78	\$ 54.36	\$ 55.99	\$ 57.39	\$ 58.83
	Financial Operations Manager									
	Financial Planning Administrator									
	Planning Manager									
	Senior Project Engineer									
	Traffic Engineer Manager									
M118	Engineering Service Manager	\$ 102,411	\$ 105,484	\$ 108,648	\$ 111,908	\$ 115,265	\$ 118,723	\$ 122,285	\$ 125,342	\$ 128,476
M118	Senior Project Manager	\$ 49.24	\$ 50.71	\$ 52.23	\$ 53.80	\$ 55.42	\$ 57.08	\$ 58.79	\$ 60.26	\$ 61.77
M119	Assistant Parks Director	\$ 107,532	\$ 110,759	\$ 114,081	\$ 117,503	\$ 121,029	\$ 124,659	\$ 128,400	\$ 131,609	\$ 134,900
M119	Utility Manager	\$ 51.70	\$ 53.25	\$ 54.85	\$ 56.49	\$ 58.19	\$ 59.93	\$ 61.73	\$ 63.27	\$ 64.86
M120	No Position	\$ 112,909	\$ 116,296	\$ 119,785	\$ 123,379	\$ 127,080	\$ 130,892	\$ 134,819	\$ 138,190	\$ 141,645
		\$ 54.28	\$ 55.91	\$ 57.59	\$ 59.32	\$ 61.10	\$ 62.93	\$ 64.82	\$ 66.44	\$ 68.10
M121	City Engineer	\$ 118,555	\$ 122,111	\$ 125,775	\$ 129,548	\$ 133,434	\$ 137,437	\$ 141,561	\$ 145,100	\$ 148,727
M121	Deputy City Attorney	\$ 57.00	\$ 58.71	\$ 60.47	\$ 62.28	\$ 64.15	\$ 66.08	\$ 68.06	\$ 69.76	\$ 71.50
M121	Police Commander									
M121	IS Manager									
M122	Assistant Finance Director	\$ 124,483	\$ 128,220	\$ 132,063	\$ 136,025	\$ 140,105	\$ 144,309	\$ 148,639	\$ 152,354	\$ 156,164
M122	Assistant Public Works Director	\$ 59.85	\$ 61.64	\$ 63.49	\$ 65.40	\$ 67.36	\$ 69.38	\$ 71.46	\$ 73.25	\$ 75.08
M123	Assistant Police Chief	136,931	141,039	145,269	149,628	154,117	158,740	163,503	167,590	171,779
		\$ 65.83	\$ 67.81	\$ 69.84	\$ 71.94	\$ 74.09	\$ 76.32	\$ 78.61	\$ 80.57	\$ 82.59

**CITY OF MARYSVILLE
2018**

**MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)
Pay Grid**

2.5% increase

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	4,481	4,663	4,855	5,053	5,261	5,477	5,689
Custody Sergeant	6,222	6,407					
Custody Corporal	5,949	6,121					
Custody Officer	4,593	4,789	4,957	5,130	5,332	5,555	5,721

**CITY OF MARYSVILLE
2018
MPOA - (OFFICERS & SERGEANTS)
Pay Grid**

2.5% increase

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	5,635	5,850	6,060	6,390	6,758	7,026
Police Sergeant	7,944	8,291				
Entry Police	5,071					