

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

1. Approval of the October 8, 2018 City Council Meeting Minutes.

Consent

2. Approval of the October 17, 2018 Claims in the Amount of \$832,313.69 Paid by EFT Transactions and Check Numbers 127795 through 127959 with Check Number 126437 Voided.
3. Approval of the October 19, 2018 Payroll in the Amount of \$1,031,856.71, Paid by EFT Transactions and Check Numbers 32044 through 32064.
4. Approval of the October 24, 2018 Claims in the Amount of \$467,804.56 Paid by EFT Transactions and Check Numbers 127960 through 128081 with Check Numbers 102207, 102386, 103656, 104224, 104278, 106826, 107074, 107767, 107770, 107789, 107836, 107939, 109239, 109865, 109974, 109995, 110244, 110349, 110998, 111173, 111659, 111678, 111818, 112069, 112448, 112534, 112658, 112849, 112940, 113014, 113766, 115570, 116244, 116406, 116513, 116521, 116912, 117234, 117243, 117374, 117813, 126813 Voided.
5. Approval of the October 31, 2018 Claims in the Amount of \$1,934,829.04 Paid by EFT Transactions and Check Numbers 128082 through 128265 with Check Number 127717 Voided.

Review Bids

Public Hearings

New Business

Marysville City Council Work Session

November 5, 2018

5:30 p.m.

City Hall

6. Consider the Grant Agreement with the Department of Ecology allowing the City to be funded \$250,000.00 in Grant Funds for the Historic Downtown Green Retrofit Project.
7. Consider a Community Fourth of July Festival as Proposed, including a Professional Fireworks Display and Additional Activities at Marysville Pilchuck High School In 2019.
8. Consider the Hotel/Motel Grant Review Committee's Recommendation on Award Funding for 2019.
9. Consider an **Ordinance** Amending Chapter 14.18 Regional Storm Water Drainage of the Marysville Municipal Code.
10. Consider an **Ordinance** to Allow the Rezoning of 4424 84th Street NE from R-18 to R-MHP Overlay Zone and Allow the 10 Unit Expansion of the La Tierra MHP.
11. Consider an **Ordinance** Affirming the Planning Commission's Recommendation Adopting Amendments to the Marysville Municipal Code Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350, Related to Duplex and Townhome Definitions, Base Height in the General Commercial zone and Notice Timeframes.
12. 2019-2020 Budget Workshop

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

Work Sessions are for City Council study and orientation – Public Input will be received at the November 13, 2018 City Council meeting.

Marysville City Council Work Session**November 5, 2018****5:30 p.m.****City Hall**

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

Work Sessions are for City Council study and orientation – Public Input will be received at the November 13, 2018 City Council meeting.

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Proclamation: Recognizing October 2018 as Disability Employment Awareness Month in Marysville	Presented
Proclamation: Declaring October 15, 2018 as Leadership Day in the City of Marysville	Presented
Audience Participation	
Approval of Minutes	
Approval of the September 10, 2018 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the September 19, 2018 Claims in the Amount of \$1,447,594.05 Paid by EFT Transactions and Check Numbers 127187 through 127350 with No Checks Voided.	Approved
Approval of the September 20, 2018 Payroll in the Amount of \$1,263,029.05 Paid by EFT Transactions and Check Numbers 31982 through 32011.	Approved
Approval of the September 26, 2018 Claims in the Amount of \$1,912,141.49 Paid by EFT Transactions and Check Numbers 127351 through 127515 with No Check Numbers Voided.	Approved
Consider Approving Two Easement Encroachment Agreements for a Gazebo and a Garage between the City of Marysville and Trevor and Julie Trueax.	Approved
Approving to Receive JAG/BYRNE Grant Local Funds to Pay for the Sig Sauer Handgun Replacement Project in the Amount of \$12,918.	Approved
Review Bids	
Public Hearings	
New Business	
Consider Approving an Ordinance to Adopt Amendments to MMC Chapter 5.02 Business Licenses as Required by Engrossed House Bill 2005.	Approved Ord. No. 3101
Consider Approving a Resolution Changing the City's Payment Method for Unemployment Insurance to the Reimbursable Method.	Approved Res. No. 2453
Consider Approving the Proposed Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016.	Approved
Consider Approving Staff Recommendation to Opt-out of Cedar Grove Class Action Settlement.	Approved
Consider Approving the Condemnation Ordinance for the 1st Street Bypass Project.	Approved Ord. No. 3102
Consider Approving the Condemnation Ordinance for the State Avenue Widening Project.	Approved Ord. No. 3103
Consider Approving a Resolution Regarding Countywide Proposition No. 1.	Approved Res. No. 2454
Legal	

Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:39 p .m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
October 8, 2018

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. Steve Swanson of Vital Signs Ministry 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: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

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, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously.

Committee Reports

Councilmember King reported that last Thursday the Fire Board met and reviewed the budget process. The LEOFF Board also recently met and approved claims submitted by police officers.

Presentations

- A. Proclamation: Recognizing October 2018 as Disability Employment Awareness Month in Marysville

Mayor Nehring read the proclamation recognizing October 2018 as Disability Employment Awareness Month in Marysville and encouraging all Marysville residents to honor the contributions that people with disabilities make to our city and economy and support people living with disabilities in their pursuit for meaningful employment opportunities. He presented the proclamation to Jim Strickland for his outstanding work with people with disabilities.

B. Proclamation: Declaring October 15, 2018 as Leadership Day in the City of Marysville

Mayor Nehring read the proclamation declaring October 15, 2018 as Leadership Day in the City of Marysville and encouraging all residents in Marysville to join him in thanking Leadership Snohomish County participants and graduates for their contributions to our communities and encouraging others to join this worthwhile endeavor.

Audience Participation

Wade Gentry Infantry, B Company, Earth Ground Soldier, Veteran Communications 547th Engineer, Battalion, Darmstadt, Germany, Kelly Barracs, introduced himself and indicated he would be providing written comments at some point in the future to the City.

Michael Smith, 4306 109th Place NE, Marysville, WA, spoke regarding the widening of State avenue North of 104th. He stated he has sent a letter to HDR with serious concerns and questions. He expressed concern about a letter he received regarding eminent domain. He asked if a SEPA review has been done. Director Nielsen commented that they are in the process of negotiations. He stated that they will still interact with residents.

Approval of Minutes

1. Approval of the September 10, 2018 City Council Meeting Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve the September 10, 2018 City Council Meeting Minutes. **Motion** passed unanimously.

Consent

2. Approval of the September 19, 2018 Claims in the Amount of \$1,447,594.05 Paid by EFT Transactions and Check Numbers 127187 through 127350 with No Checks Voided.
3. Approval of the September 20, 2018 Payroll in the Amount of \$1,263,029.05 Paid by EFT Transactions and Check Numbers 31982 through 32011.

DRAFT

4. Approval of the September 26, 2018 Claims in the Amount of \$1,912,141.49 Paid by EFT Transactions and Check Numbers 127351 through 127515 with No Check Numbers Voided.
7. Consider Approving Two Easement Encroachment Agreements for a Gazebo and a Garage between the City of Marysville and Trevor and Julie Trueax.
9. Consider Approving to Receive JAG/BYRNE Grant Local Funds to Pay for the Sig Sauer Handgun Replacement Project in the Amount of \$12,918.

Motion made by Councilmember Norton, seconded by Councilmember King, to approve Consent Agenda items 2, 3, 4, 7, and 9. **Motion** passed unanimously.

Review Bids

Public Hearings

New Business

5. Consider Approving an Ordinance to Adopt Amendments to MMC Chapter 5.02 Business Licenses as Required by Engrossed House Bill 2005.

Director Koenig stated that this would implement a state law that was passed by the 2017 legislature. The City has already been using the State as its business license service. The only other things that were needed to change were incorporating definitions and exemptions of licenses for businesses that have gross revenue of less than \$2,000.

Motion made by Councilmember James, seconded by Councilmember Stevens, to adopt Ordinance No. 3101. **Motion** passed unanimously.

6. Consider Approving a Resolution Changing the City's Payment Method for Unemployment Insurance to the Reimbursable Method.

Finance Director Langdon stated there was no additional information since last week's workshop. There were no further comments or questions.

Motion made by Councilmember King, seconded by Councilmember Muller, to approve Resolution 2453. **Motion** passed unanimously.

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

This would provide for a term of extension to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities. It also provides for contributions by the

City. The City received an email from the District's attorney, Grant Weed, that the District plans to put it on the agenda for approval next week.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve the Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016. **Motion** passed unanimously.

10. Consider Approving Staff Recommendation to Opt-out of Cedar Grove Class Action Settlement.

City Attorney Walker reviewed a proposed class action settlement against Cedar Grove Composting. The City has properties which would be affected by this. He reviewed four options available to the City and recommended that the City opt out in order to keep options open.

Motion made by Councilmember Vaughan, seconded by Councilmember James, to opt out of the settlement as discussed. **Motion** passed unanimously.

11. Consider Approving the Condemnation Ordinance for the 1st Street Bypass Project.

City Attorney Walker explained that the option to use eminent domain has been requested due to limitations in timing. Additionally, if the sale of property takes place under "threat" of eminent domain the seller does not need to pay the real estate excise tax that would normally be required. The Ordinance would just be in place in case it was needed.

Motion made by Councilmember Vaughan, seconded by Councilmember King, to approve Ordinance 3102. **Motion** passed unanimously.

12. Consider Approving the Condemnation Ordinance for the State Avenue Widening Project.

City Attorney Walker explained this is a different project, but the reasons are identical.

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to adopt Ordinance 3103. **Motion** passed unanimously.

13. Consider Approving a Resolution Regarding Countywide Proposition No. 1.

Mayor Nehring explained this is just encouraging people to study and vote on issues.

Motion made by Councilmember Stevens, seconded by Councilmember James, to adopt Resolution No. 2454. **Motion** passed unanimously.

Legal

Mayor's Business

Mayor Nehring reported that SERS had its final vote last Thursday to merge all three entities as one operation as of January 1. Already in this year's budget the SnoCom/SnoPac merger appears to have saved about a half million dollars for tax payers. It is expected that this will continue.

Staff Business

Chief Smith:

- He was happy to hear that the consolidation has saved so much money. This is what they had expected would happen.
- He encouraged the public to drive safe with the wet weather and shorter days.

Sandy Langdon had no additional comments.

Jon Walker stated the need for a Closed Session regarding labor negotiations after the meeting.

Dave Koenig gave an update on development information. Since Council passed Ordinance 3075 which gave staff the ability to approve final plats administratively, staff has have approved five plats administratively which represent 241 lots. Also, there are currently 14 subdivision short plats under construction representing 576 lots. There are also 28 new subdivisions or short plats under review representing 696 lots. This has been a busy year for subdivisions and will continue to be. There have been 163 single family homes to date through September and a total of 110 duplexes-multifamily units.

Chief McFalls thanked the Council for passing the Resolution on Proposition 1. He discussed the need for this. He also thanked the City for the fair and generous proposal on the ILA with the Fire District.

Kevin Nielsen reported that Sunnyside is looking good, and the reservoir is back online at Edward Springs.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan had no comments.

Mark James:

- There were 412 new business licenses issued in Marysville since January.
- He and Council President Norton went to a levy class which was very interesting.

Tom King:

DRAFT

- Thanks to the Marysville Police Department records staff for presenting a check to the Food Bank for \$1,962 that they raised at their annual summer garage sale.
- On Saturday, they took the Strawberry Festival float down to Issaquah Salmon Days. This was the 20th and final parade aside from the holiday parade. They are looking forward to next year.

Michael Stevens had no comments.

Rob Toyer had no comments.

Steve Muller commented on the great progress made by one of the recipients of the City's beautification grant.

Kamille Norton had no comments.

Adjournment

The meeting was adjourned at 7:39 p.m. then convened in Closed Session

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2018

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 October 17, 2018 claims in the amount of \$832,313.69 paid by EFT transactions and Check No.'s 127795 through 127959 with Check No. 126437 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

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 **\$832,313.69 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 127795 THROUGH 127959 WITH CHECK NO.126437 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 **12th DAY OF NOVEMBER 2018**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127795	AADVANTAGE PEST CONT	HORNET NEST REMOVAL	ROADSIDE VEGETATION	212.75
127796	ACLARA TECHNOLOGIES	3400 SERIES MTU'S (672)	WATER SERVICE INSTALL	65,995.78
127797	ADAMSON, MICHAEL ADAMSON, MICHAEL	REFUND DEMOLITION PERMIT FEES	NON-BUS LICENSES AND NON-BUS LICENSES AND	100.00 100.00
127798	ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT SUNNYSIDE FILTRATION COMMUNITY CENTER UTIL ADMIN COURT FACILITIES CITY HALL WASTE WATER TREATMENT MAINT OF GENL PLANT PUBLIC SAFETY BLDG PARK & RECREATION FAC	84.84 394.10 848.41 848.41 1,272.61 1,272.61 1,660.32 1,696.70 1,873.16 3,817.82
127799	ALPINE PRODUCTS INC ALPINE PRODUCTS INC	RR CROSSING MARKINGS DELINEATORS	TRAFFIC CONTROL DEVICES TRAFFIC CONTROL DEVICES	658.42 903.44
127800	AM TEST INC	LAB ANALYSIS	STORM DRAINAGE	250.00
127801	APS, INC. APS, INC. APS, INC. APS, INC. APS, INC. APS, INC.	POSTAGE SUPPLIES	PERSONNEL ADMINISTRATION UTILITY BILLING LEGAL - PROSECUTION CITY CLERK EXECUTIVE ADMIN FINANCE-GENL	43.09 43.09 43.09 43.10 43.10 43.10
127802	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP SMALL ENGINE SHOP EQUIPMENT RENTAL EQUIPMENT RENTAL	6.55 6.55 70.75 70.75
127803	AUSTIN, MARGARET	REFUND CLASS FEES	PARKS-RECREATION	12.00
127804	AWWA	2018 EMERGENCY PREPAREDNESS	UTIL ADMIN	80.00
127805	BALBIANI, JESSICA	REIMBURSE MILEAGE AND PARKING FEES	STORM DRAINAGE	58.37
127806	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	171.00
127807	BARSTAD, JENNIFER BARSTAD, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION PARKS-RECREATION	18.00 40.00
127808	BERGER/ABAM ENGR BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET GMA - STREET	64,151.88 70,848.58
127809	BICKFORD FORD	HUB ASSEMBLY	EQUIPMENT RENTAL	320.71
127810	BILLING DOCUMENT SPE BILLING DOCUMENT SPE	TRANSACTION FEES BILL PRINTING SERVICE	UTILITY BILLING UTILITY BILLING	2,311.72 4,408.38
127811	BONTEMPO, JENNIFER	REFUND BASKETBALL FEES	PARKS-RECREATION	70.00
127812	BORGES, ELIZABETH	INSTRUCTOR SERVICES	RECREATION SERVICES	32.40
127813	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	NON-DEPARTMENTAL	34,148.75
127814	BRAKE AND CLUTCH BRAKE AND CLUTCH	CORE REFUND BRAKE DRUMS, BRAKE SHOES AND SPRINGS	EQUIPMENT RENTAL EQUIPMENT RENTAL	-61.43 427.70
127815	BROCK, TINA	REIMBURSE WELLNESS EXPENSE	PERSONNEL ADMINISTRATION	27.26
127816	BUSINESS & LEGAL	HR LAW SUBSCRIPTION	PERSONNEL ADMINISTRATION	1,740.15
127817	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	148.50
127818	CARRUTHERS, CHARLOTTE	REFUND CLASS FEES	PARKS-RECREATION	15.00
127819	CATERING BY TARA	CATERING FOR LADIES LOL COMEDY SHOWS	OPERA HOUSE	6,308.38
127820	CENTRAL WELDING SUPP	WYPALL WIPES AND GLOVES	ER&R	706.51
127821	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	25.13
127822	CHEMTRADE CHEMICALS CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT WASTE WATER TREATMENT	3,996.73 4,119.27
127823	COASTAL FARM & HOME COASTAL FARM & HOME	SPRAYER GAME CAMERAS, SECURE BOXES AND SD'S	WATER SERVICES SOURCE OF SUPPLY	218.19 818.15
127824	COOP SUPPLY	GRASS SEED	STORM DRAINAGE	76.36
127825	CORE & MAIN LP	SPLIT CPLG	STORM DRAINAGE	93.95
127826	CORE & MAIN LP	METER BOXES AND LIDS	WATER SERVICE INSTALL	477.42

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127844	FIRESTONE	TIRES	EQUIPMENT RENTAL	292.19
	FIRESTONE		EQUIPMENT RENTAL	645.47
127845	FIRST AMERICAN TITLE	TITLE REPORT # 3137916	GMA - STREET	822.75
127846	FIRST AMERICAN TITLE	TITLE REPORT # 927726-11	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT # 927726-3	GMA - STREET	825.75
127847	FIRST FINANCIAL	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
127848	FRANK LUMBER & HARDW	DOOR JAMS	PARK & RECREATION FAC	191.97
127849	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.01
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.01
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.01
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER	9.01
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.01
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL	9.01
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.02
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.03
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.04
	FRONTIER COMMUNICATI		GENERAL	27.04
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	27.04
	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	31.94
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	31.95
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	34.00
	FRONTIER COMMUNICATI	PHONE CHARGES	LEGAL-GENL	36.05
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	36.05
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.05
	FRONTIER COMMUNICATI		FINANCE-GENL	45.06
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.06
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.06
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.06
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.06
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT	54.24
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.91
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	63.08
	FRONTIER COMMUNICATI		UTILITY BILLING	63.09
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	64.42
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	72.10
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	72.10
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	81.11
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	81.11
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATION	87.37
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT	90.12
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	108.15
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	108.15
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	117.16
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	119.71
	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	144.20
	FRONTIER COMMUNICATI		UTILADMIN	153.21
	FRONTIER COMMUNICATI		COMMUNITY	180.24
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	214.00
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	259.00
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	432.59
127850	FRONTIER PRECISION	FIRMWARE MAINT & SURVEY GPS	UTILADMIN	589.14
127851	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	27.88
	GALLS, LLC	EAR MOLDS	POLICE PATROL	45.76
	GALLS, LLC	UNIFORM-WISEMAN	POLICE PATROL	54.54
127852	GOBIN, CHARISHA	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	180.00
127853	GOVCONNECTION INC	TIES	IS REPLACEMENT ACCOUNTS	42.44

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127853	GOVCONNECTION INC	DELL BATTERY	IS REPLACEMENT ACCOUNTS	146.19
127854	GRAINGER	KEY BLANKS	EQUIPMENT RENTAL	8.53
	GRAINGER	AIR FRESHENERS	SOLID WASTE OPERATIONS	9.16
	GRAINGER		SOLID WASTE OPERATIONS	9.17
	GRAINGER		SOLID WASTE OPERATIONS	15.26
	GRAINGER		SOLID WASTE OPERATIONS	15.28
	GRAINGER	SECURITY SIGNS	SOURCE OF SUPPLY	63.07
	GRAINGER	HOSE HANGER AND REEL	SOLID WASTE OPERATIONS	80.37
	GRAINGER	PAPR CARTRIDGE	WASTE WATER TREATMENT	224.02
127855	GREENSHIELDS	LOCKING CABLES	DETENTION & CORRECTION	13.71
	GREENSHIELDS	CHAINS	WATER RESERVOIRS	718.38
127856	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
127857	HAGGEN INC.	MEETING LUNCH	EXECUTIVE ADMIN	61.01
127858	HAMMOND, BECKY	REFUND CLASS FEES	PARKS-RECREATION	52.00
127859	HD FOWLER COMPANY	METER BOX COVER REFUND	WATER SERVICES	-650.35
	HD FOWLER COMPANY	HARDWARE	SOURCE OF SUPPLY	14.81
	HD FOWLER COMPANY	PVC PIPE AND ELBOWS	STORM DRAINAGE	26.01
	HD FOWLER COMPANY	HARDWARE	WASTE WATER TREATMENT	115.26
	HD FOWLER COMPANY	FITTINGS	PARK & RECREATION FAC	117.14
	HD FOWLER COMPANY	PVC PIPES, ADAPTERS AND HARDWARE	STORM DRAINAGE	139.24
	HD FOWLER COMPANY	HARDWARE	STORM DRAINAGE	209.30
	HD FOWLER COMPANY	VARIOUS GAUGES	WATER DIST MAINS	269.64
	HD FOWLER COMPANY	HARDWARE	SOURCE OF SUPPLY	270.31
127860	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	250,134.61
127861	HEALTH, DEPT OF	WATERSHED REPORT	UTIL ADMIN	204.00
127862	HILLSIDE CHURCH	SMALL BUSINESS SUMMIT CATERING	EXECUTIVE ADMIN	393.75
127863	HOLSATHER, KIRA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
127864	INTERSTATE BATTERY	BATTERY	ER&R	117.09
127865	IPREO LLC	ELECTRONIC DISTRIBUTION OF 2018B POS/OS	NON-DEPARTMENTAL	750.00
127866	IRON MOUNTAIN	ROCK	ARTERIAL STREET-GENL	1,048.55
	IRON MOUNTAIN		ARTERIAL STREET-GENL	1,766.29
	IRON MOUNTAIN		ARTERIAL STREET-GENL	2,386.98
127867	J. THAYER COMPANY	HAND SANITIZER AND LYSOL SPRAY	ER&R	209.08
	J. THAYER COMPANY	OFFICE CHAIR	EQUIPMENT RENTAL	427.66
127868	JAMES, MARK	REIMBURSE MILEAGE	CITY COUNCIL	114.46
127869	JANES, WILLIAM RAY	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
127870	JAY, STEVEN & CAROLY	UB REFUND	WATER/SEWER OPERATION	342.50
127871	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	1,520.00
127872	KIEFFER, CORY	REFUND APPLICATION FEE	COMMUNITY DEVELOPMENT	250.00
127873	KKXA 1520	ADVERTISEMENT	OPERA HOUSE	300.00
127874	KROHNE INC	CALIBRATION OF WWTP FLOW METERS	WASTE WATER TREATMENT	3,487.34
127875	LABOR & INDUSTRIES	ANNUAL OPERATING CERT-CITY HALL	CITY HALL	129.00
127876	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	92,736.00
127877	LASTING IMPRESSIONS	LOGO ON SWEATERS	COMMUNITY CENTER	31.42
	LASTING IMPRESSIONS	FLEECE BEANIES	ER&R	490.95
127878	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	151.00
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	286.89
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	359.19
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	714.42
	LES SCHWAB TIRE CTR		ER&R	1,011.14
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	2,610.77

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127879	LEUNG, PHILIP	UB REFUND	WATER/SEWER OPERATION	30.57
127880	LOWES HIW INC	FITTINGS	WATER CROSS CNTL	14.27
	LOWES HIW INC	HATCH SEALS	WATER RESERVOIRS	57.74
	LOWES HIW INC	TOOL BAG AND SMALL TOOLS	FACILITY MAINTENANCE	125.39
127881	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	47.46
	LYNN PEAVEY COMPANY		POLICE PATROL	354.79
127882	MALAND, KAREN	UB REFUND	WATER/SEWER OPERATION	45.79
127883	MARYSVILLE PRINTING	PREA POSTCARDS	DETENTION & CORRECTION	61.10
	MARYSVILLE PRINTING	ENVELOPES	STORM DRAINAGE	102.12
	MARYSVILLE PRINTING	BUSINESS CARDS	COMMUNITY	106.29
	MARYSVILLE PRINTING	CUSTODY PRINTING	DETENTION & CORRECTION	134.74
127884	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	20,176.00
127885	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE NE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SMOKEY PT BLVD	PUBLIC SAFETY BLDG	394.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST NE	PARK & RECREATION FAC	565.43
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST NE IRR	PARK & RECREATION FAC	2,999.09
127886	MATCO TOOLS	SHOP TOOLS	SMALL ENGINE SHOP	357.30
127887	MCCORMICK, SUSIE	REFUND CLASS FEES	PARKS-RECREATION	15.00
127888	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ENGR-GENL	7.65
	MOBILEGUARD, INC.		COMMUNITY	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		RECREATION SERVICES	7.65
	MOBILEGUARD, INC.		LEGAL-GENL	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	7.65
	MOBILEGUARD, INC.		OFFICE OPERATIONS	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	15.30
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		PARK & RECREATION FAC	22.95
	MOBILEGUARD, INC.		GENERAL	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		STORM DRAINAGE	30.60
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		POLICE INVESTIGATION	68.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	76.50
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	99.45
	MOBILEGUARD, INC.		UTIL ADMIN	114.75
	MOBILEGUARD, INC.		COMPUTER SERVICES	117.05
	MOBILEGUARD, INC.		POLICE PATROL	359.55
127889	MOODYS INVESTORS SVC	LTGO 2018B RATING SERVICE	NON-DEPARTMENTAL	28,500.00
127890	MOTOR TRUCKS	FITTINGS AND CONNECTORS	EQUIPMENT RENTAL	61.37
	MOTOR TRUCKS	FUEL FILTERS	ER&R	238.67
	MOTOR TRUCKS	REPAIR VEHICLE #J035	EQUIPMENT RENTAL	2,096.51
127891	NELSON PETROLEUM	BULK OIL, HYDRAULIC FLUID & TRANS FLUID	ER&R	2,287.22
127892	NORTH COAST ELECTRIC	CREDIT	WASTE WATER TREATMENT	-1,224.14
	NORTH COAST ELECTRIC		WATER RESERVOIRS	-679.46
	NORTH COAST ELECTRIC	TRAINING-ALDERMAN	UTIL ADMIN	1,274.00
	NORTH COAST ELECTRIC	TUBE BASE DIAL TI, SIZE 2 CONTACT KITS	WASTE WATER TREATMENT	1,641.31
127893	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	2,418.60
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	4,046.09
127894	OATES, DEREK	PER DIEM 10/18-10/19	POLICE TRAINING-FIREARMS	102.00
127895	ODB COMPANY	TYMCO BROOMS AND CENTER MAIN BROOM	CITY STREETS	-164.71
	ODB COMPANY	GUTTER BROOMS	GENERAL FUND	-38.22

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127895	ODB COMPANY	GUTTER BROOMS	STREET CLEANING	458.22
	ODB COMPANY	TYMCO BROOMS AND CENTER MAIN BROOM	STREET CLEANING	1,974.71
127896	OFFICE DEPOT	OFFICE SUPPLY CREDIT	FACILITY MAINTENANCE	-78.53
	OFFICE DEPOT	MOUSE CREDIT	TRANSPORTATION	-19.64
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	7.52
	OFFICE DEPOT		ENGR-GENL	7.52
	OFFICE DEPOT		COMPUTER SERVICES	14.94
	OFFICE DEPOT		ENGR-GENL	17.45
	OFFICE DEPOT		UTIL ADMIN	20.18
	OFFICE DEPOT		POLICE PATROL	21.06
	OFFICE DEPOT		PURCHASING/CENTRAL	30.65
	OFFICE DEPOT		LEGAL-GENL	35.50
	OFFICE DEPOT		FACILITY MAINTENANCE	37.94
	OFFICE DEPOT		WASTE WATER TREATMENT	40.18
	OFFICE DEPOT		TRANSPORTATION	41.45
	OFFICE DEPOT		ENGR-GENL	41.87
	OFFICE DEPOT		WASTE WATER TREATMENT	58.85
	OFFICE DEPOT		COMPUTER SERVICES	61.79
	OFFICE DEPOT		POLICE PATROL	108.34
	OFFICE DEPOT		POLICE PATROL	108.98
	OFFICE DEPOT		POLICE PATROL	122.41
	OFFICE DEPOT		WASTE WATER TREATMENT	147.26
	OFFICE DEPOT		STORM DRAINAGE	147.27
	OFFICE DEPOT		ENGR-GENL	160.29
	OFFICE DEPOT		POLICE PATROL	230.98
	OFFICE DEPOT		POLICE PATROL	241.86
	OFFICE DEPOT		LEGAL-GENL	290.45
	OFFICE DEPOT		COMMUNITY	374.85
	OFFICE DEPOT	ACCREDITATION SUPPLIES	POLICE ADMINISTRATION	771.03
127897	OSGOOD, JOHN	UB REFUND	WATER/SEWER OPERATION	11.10
127898	OVERGAARD, ROBERT		WATER/SEWER OPERATION	26.27
127899	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	115.43
127900	PARTNER CONST PROD	RENT SUPERSHOT CRACK SEALING UNIT	SIDEWALKS MAINTENANCE	5,359.54
127901	PARTS STORE, THE	OIL FILTER CREDIT	EQUIPMENT RENTAL	-2.48
	PARTS STORE, THE	OIL FILTER	EQUIPMENT RENTAL	2.48
	PARTS STORE, THE	HOLDER	EQUIPMENT RENTAL	7.16
	PARTS STORE, THE	WHEEL LUG STUDS	EQUIPMENT RENTAL	11.00
	PARTS STORE, THE	MARKER LIGHTS	ER&R	14.10
	PARTS STORE, THE	RELAY	EQUIPMENT RENTAL	14.63
	PARTS STORE, THE	SHOP SUPPLIES	EQUIPMENT RENTAL	19.88
	PARTS STORE, THE	ARMOR ALL	ER&R	20.95
	PARTS STORE, THE	PLUG ADAPTER	ROADWAY MAINTENANCE	25.99
	PARTS STORE, THE	FILTER KIT	EQUIPMENT RENTAL	36.52
	PARTS STORE, THE	OIL FILTERS AND BULBS	ER&R	38.55
	PARTS STORE, THE	FILTER KIT	EQUIPMENT RENTAL	39.58
	PARTS STORE, THE	POWER RELAYS	ER&R	87.78
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	203.69
	PARTS STORE, THE	VARIOUS FILTERS AND WIPER BLADES	ER&R	237.37
127902	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	72.60
	PEACE OF MIND		COMMUNITY	108.90
	PEACE OF MIND		COMMUNITY	112.20
127903	PETROCARD SYSTEMS	FUEL CONSUMED	SMALL ENGINE SHOP	37.28
	PETROCARD SYSTEMS		ENGR-GENL	147.94
	PETROCARD SYSTEMS		STORM DRAINAGE	182.00
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	189.58
	PETROCARD SYSTEMS		COMMUNITY	300.34
	PETROCARD SYSTEMS		PARK & RECREATION FAC	705.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127903	PETROCARD SYSTEMS	FUEL CONSUMED	GENERAL	2,163.71
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,544.57
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,892.57
	PETROCARD SYSTEMS		POLICE PATROL	8,045.95
127904	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	0.63
	PGC INTERBAY LLC		MAINTENANCE	20.76
	PGC INTERBAY LLC		MAINTENANCE	46.80
	PGC INTERBAY LLC		PRO-SHOP	46.81
	PGC INTERBAY LLC		PRO-SHOP	49.87
	PGC INTERBAY LLC		MAINTENANCE	71.51
	PGC INTERBAY LLC		PRO-SHOP	106.01
	PGC INTERBAY LLC		MAINTENANCE	112.51
	PGC INTERBAY LLC		MAINTENANCE	123.54
	PGC INTERBAY LLC		PRO-SHOP	141.86
	PGC INTERBAY LLC		MAINTENANCE	162.00
	PGC INTERBAY LLC		PRO-SHOP	234.54
	PGC INTERBAY LLC		PRO-SHOP	440.81
	PGC INTERBAY LLC		MAINTENANCE	685.17
	PGC INTERBAY LLC		PRO-SHOP	6,136.11
	PGC INTERBAY LLC		MAINTENANCE	8,963.06
127905	PILCHUCK RENTALS	RENTAL OF TURBO FAN, HEATER AND TANKS	SOURCE OF SUPPLY	237.73
	PILCHUCK RENTALS	BLADES, HOLDERS, DISKS & HARDWARE	SMALL ENGINE SHOP	339.44
	PILCHUCK RENTALS	EXCAVATOR RENTAL	SIDEWALKS MAINTENANCE	1,898.34
	PILCHUCK RENTALS	TRACKHOE RENTAL	GMA-PARKS	2,345.65
127906	PLATT ELECTRIC	FIBERGLASS	WASTE WATER TREATMENT	4.15
	PLATT ELECTRIC	FIBERGLASS BOX	WASTE WATER TREATMENT	536.03
127907	POSTAL SERVICE	POSTAGE-PERMIT 80 ACCT STANDARD MAIL	RECREATION SERVICES	1,700.00
127908	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.83
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	15.88
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	16.44
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2020-1181-3	PUMPING PLANT	17.53
	PUD	ACCT #2021-7786-1	PUMPING PLANT	17.82
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	18.71
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	22.47
	PUD	ACCT #2005-0161-7	TRANSPORTATION	26.86
	PUD	ACCT #2200-2050-7	STREET LIGHTING	27.40
	PUD	ACCT #2011-4215-5	TRANSPORTATION	33.00
	PUD	ACCT #2216-1040-5	STREET LIGHTING	34.14
	PUD	ACCT #2048-2969-1	STREET LIGHTING	43.06
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	44.39
	PUD	ACCT #2035-0002-0	STREET LIGHTING	49.16
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	56.06
	PUD	ACCT #2006-6043-9	STREET LIGHTING	59.58
	PUD	ACCT #2039-9634-3	STREET LIGHTING	60.24
	PUD	ACCT #2032-9121-6	GENERAL	114.06
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	120.24
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	188.32
	PUD	ACCT #2200-2051-1	STREET LIGHTING	299.67
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,105.91
	PUD	ACCT #2016-1747-9	CITY HALL	1,318.53
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,809.19
127909	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	11.57
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	33.83

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127909	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	38.09
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	43.17
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	49.13
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	54.22
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	78.06
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	78.86
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	84.62
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	179.25
127910	PUGET SOUND SECURITY	KEYS MADE	EQUIPMENT RENTAL	27.28
	PUGET SOUND SECURITY	KEYS AND RINGS	POLICE PATROL	42.31
127911	RAILROAD MANAGEMENT	PIPELINE CROSSING #300560	UTIL ADMIN	235.41
127912	RAM SPV II, LLC	BUILDING RENTAL	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
127913	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	1,272.57
	RH2 ENGINEERING INC		SUNNYSIDE FILTRATION	2,883.07
	RH2 ENGINEERING INC		SUNNYSIDE FILTRATION	5,114.99
127914	RIFNER, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	175.00
	RIFNER, ANGELA		RECREATION SERVICES	210.00
127915	SANTOS, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
127916	SEA-ALASKA INDUSTRIA	INSTALL NEW MOTOR #218	WASTE WATER TREATMENT	1,451.03
127917	SEATTLE COMEDY LLC	COMEDYSPORTZ MATCH 10/19 LADIES LOL	OPERA HOUSE	1,760.00
	SEATTLE COMEDY LLC	COMEDYSPORTZ MATCH 10/20 LADIES LOL	OPERA HOUSE	1,760.00
127918	SELECTIVE TREE	TREE REMOVAL	FORESTRY MAINTENANCE	729.26
127919	SHERWIN WILLIAMS	YELLOW PAINT	TRAFFIC CONTROL DEVICES	121.16
	SHERWIN WILLIAMS		TRAFFIC CONTROL DEVICES	121.71
127920	SIX ROBBLEES INC	TRAILER HITCH EYE	EQUIPMENT RENTAL	143.13
127921	SMITH, BRAD	REIMBURSE FUEL EXPENSE	POLICE PATROL	35.00
127922	SMITH, CATE	REFUND CLASS FEES	PARKS-RECREATION	15.00
127923	SMOKEY POINT CONCRET	DRAIN ROCK	SOURCE OF SUPPLY	110.62
	SMOKEY POINT CONCRET	CRUSHED ROCK	WATER SUPPLY MAINS	123.60
127924	SNO CO FINANCE	COMPLETE BUILD UP OF INTERCEPTORS	EQUIPMENT RENTAL	454.64
	SNO CO FINANCE		EQUIPMENT RENTAL	2,965.54
	SNO CO FINANCE		EQUIPMENT RENTAL	3,056.09
	SNO CO FINANCE		EQUIPMENT RENTAL	3,150.39
	SNO CO FINANCE		EQUIPMENT RENTAL	5,008.12
127925	SNO HEALTH DISTRICT	Q4 2018 PER CAP CONTRIBUTION	NON-DEPARTMENTAL	16,475.00
127926	SOLID WASTE SYSTEMS	FILTERS	ER&R	359.33
127927	SONITROL	SECURITY MONITORING SERVICE	STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	575.76
127928	SONKO, LAMIN	REFUND BASKETBALL FEES	PARKS-RECREATION	70.00
127929	SOUND SAFETY	JEANS-MACDICKEN	SOLID WASTE OPERATIONS	164.55
	SOUND SAFETY	JEANS-GESSNER, KE	UTIL ADMIN	219.38
	SOUND SAFETY	NEEDLE/SYRINGE KEEPER BAGS	ER&R	937.71
127930	SPECIALIZED ARMAMENT	TRAINING-GERFIN	POLICE TRAINING-FIREARMS	900.00
	SPECIALIZED ARMAMENT	TRAINING-VINSON	POLICE TRAINING-FIREARMS	900.00
127931	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	17.77
127932	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	336.00
127933	STRADER, KATIE	REFUND BASKETBALL FEES	PARKS-RECREATION	70.00
127934	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/11/2018 TO 10/17/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127934	STRATEGIES 360	PROFESSIONAL SERVICES	UTIL ADMIN	1,400.00
127935	SUEZ TREATMENT	BALLASTS, DCA ASSEMBLIES AND LAMPS	WASTE WATER TREATMENT	3,846.82
127936	SUPPLYWORKS	JANITORIAL SUPPLIES	SOLID WASTE OPERATIONS	163.69
	SUPPLYWORKS		COURT FACILITIES	192.79
	SUPPLYWORKS		CITY HALL	212.10
	SUPPLYWORKS		UTIL ADMIN	253.67
	SUPPLYWORKS		MAINT OF GENL PLANT	255.41
	SUPPLYWORKS		WASTE WATER TREATMENT	257.52
	SUPPLYWORKS		PUBLIC SAFETY BLDG	265.81
127937	SWIFT HOME INVESTMEN	UB REFUND	WATER/SEWER OPERATION	46.72
127938	T3E COMPANY	REPLACE BROKEN HEADSET & ACCESSORIES	GENERAL FUND	-47.10
	T3E COMPANY		OFFICE OPERATIONS	564.60
127939	TACOMA SCREW PRODUCT	REFUND BRUSHES, CABLE TIES AND CLEANER	ER&R	-216.55
	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	81.77
	TACOMA SCREW PRODUCT	WIRE BRUSHES, TOOLS, TAPE AND CLEANER	ER&R	175.85
	TACOMA SCREW PRODUCT	WIRE BRUSHES, CABLE TIES AND CLEANER	ER&R	216.55
127940	TAKLO, ROBERT & PATR	UB REFUND	WATER/SEWER OPERATION	142.95
127941	THOMPSON, DOROTHY B.		WATER/SEWER OPERATION	107.29
127942	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	303.96
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	303.96
127943	TMG SERVICES INC	CONNECTORS	SUNNYSIDE FILTRATION	72.55
127944	TOTTEN, KAREN	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	10.00
127945	TRANSCO GROUP	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	4,171.25
127946	TRANSPORTATION, DEPT	GUARDRAIL REPAIR 156TH ST	ROADWAY MAINTENANCE	750.80
127947	UNITED RECYCLING	DEMOLITION DEBRIS-1ST ST BYPASS	GMA - STREET	1,171.88
	UNITED RECYCLING	DEMOLITION DEBRIS-SUNNYSIDE TRAIL	GMA-PARKS	8,969.28
127948	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	799.26
127949	WA STATE TREASURER	3RD QTR 2018 FORFEITURES	DRUG SEIZURE	3,292.30
127950	WA STATE WEED ASSO	WEED CONTROL REGISTRATION-GEIST	UTIL ADMIN	145.00
	WA STATE WEED ASSO	WEED CONTROL REGISTRATION-PIKE	TRAINING	145.00
127951	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	312.55
	WEST PAYMENT CENTER		LEGAL-GENL	885.35
127952	WESTERN SYSTEMS	CONTROL CAB, BATTERIES & ACCESSORIES	CITY STREET-GENL	17,126.86
127953	WESTERN TRUCK	ACTUATOR ASSEMBLY	EQUIPMENT RENTAL	261.20
127954	WHITE CAP CONSTRUCT	SEALANT CREDIT	PARK & RECREATION FAC	-218.20
	WHITE CAP CONSTRUCT	COLUMN FORM	STREET LIGHTING	34.37
	WHITE CAP CONSTRUCT	CEMENT	ROADWAY MAINTENANCE	73.65
	WHITE CAP CONSTRUCT	SPEED RADAR SUPPLIES	TRANSPORTATION	96.54
	WHITE CAP CONSTRUCT	GRIP AND SEALANT	PARK & RECREATION FAC	170.20
	WHITE CAP CONSTRUCT	BRUSH AND BRACKETS	PARK & RECREATION FAC	203.07
127955	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	117.83
127956	WILLIAMS, DIANA	REFUND SPECIAL EVENT FEES	PARKS-RECREATION	25.00
127957	YAKIMA COUNTY DOC	INMATE HOUSING-SEPT 2018	DETENTION & CORRECTION	13,264.96
127958	ZARETZKE, NATE	REIMBURSE EXPENSES	POLICE TRAINING-FIREARMS	146.00
127959	ZUMAR INDUSTRIES	SCHOOL SYMBOL SIGNS	TRANSPORTATION	2,819.14

WARRANT TOTAL: 933,942.55

CHECK #126437 INITIATOR ERROR (101,628.86)

832,313.69

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 12, 2018

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 October 19, 2018 payroll in the amount \$1,031,856.71, paid by EFT Transactions and Check No.'s 32044 through 32064.
COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2018

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 October 24, 2018 claims in the amount of \$467,804.56 paid by EFT transactions and Check No.'s 127960 through 128081 with Check No.'s 102207, 102386, 103656, 104224, 104278, 106826, 107074, 107767, 107770, 107789, 107836, 107939, 109239, 109865, 109974, 109995, 110244, 110349, 110998, 111173, 111659, 111678, 111818, 112069, 112448, 112534, 112658, 112849, 112940, 113014, 113766, 115570, 116244, 116406, 116513, 116521, 116912, 117234, 117243, 117374, 117813, 126813 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-10**

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 **\$467,804.56 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 127960 THROUGH 128081 WITH CHECK NO.'S 102207, 102386, 103656, 104224, 104278, 106826, 107074, 107767, 107770, 107789, 107836, 107939, 109239, 109865, 109974, 109995, 110244, 110349, 110998, 111173, 111659, 111678, 111818, 112069, 112448, 112534, 112658, 112849, 112940, 113014, 113766, 115570, 116244, 116406, 116513, 116521, 116912, 117234, 117243, 117374, 117813 & 126813 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 **13th DAY OF NOVEMBER 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127960	REVENUE, DEPT OF	SALES & USE TAXES-SEPT 18	CITY CLERK	0.09
	REVENUE, DEPT OF		GENERAL FUND	9.24
	REVENUE, DEPT OF		BLDING MAINT	30.10
	REVENUE, DEPT OF		RECREATION SERVICES	42.42
	REVENUE, DEPT OF		GOLF COURSE	44.05
	REVENUE, DEPT OF		POLICE ADMINISTRATION	68.77
	REVENUE, DEPT OF		CITY STREETS	204.75
	REVENUE, DEPT OF		GOLF ADMINISTRATION	257.46
	REVENUE, DEPT OF		WATER/SEWER OPERATION	627.61
	REVENUE, DEPT OF		STORM DRAINAGE	5,186.07
	REVENUE, DEPT OF		GOLF COURSE	11,358.31
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	17,236.64
	REVENUE, DEPT OF		UTIL ADMIN	72,262.88
127961	REVENUE, DEPT OF	UNCLAIMED PROPERTY 2018	GARBAGE-SERVICES	0.48
	REVENUE, DEPT OF		CITY CLERK	7.46
	REVENUE, DEPT OF		FINANCE-GENL	7.46
	REVENUE, DEPT OF		UTILITY BILLING	7.47
	REVENUE, DEPT OF		DISPOSITION OF CAPITAL	7.54
	REVENUE, DEPT OF		LEGAL - PROSECUTION	11.19
	REVENUE, DEPT OF		EXECUTIVE ADMIN	11.20
	REVENUE, DEPT OF		PERSONNEL ADMINISTRATION	19.52
	REVENUE, DEPT OF		PARKS-RECREATION	46.00
	REVENUE, DEPT OF		GENL FUND BUS LIC &	50.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	72.51
	REVENUE, DEPT OF		PARKS-RECREATION	82.00
	REVENUE, DEPT OF		GENERAL FUND	100.00
	REVENUE, DEPT OF		W/S-OTHER MISC REV	103.56
	REVENUE, DEPT OF		COURTS	113.42
	REVENUE, DEPT OF		GENERAL FUND	341.97
	REVENUE, DEPT OF		WATER/SEWER OPERATION	854.69
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,130.57
127962	LICENSING, DEPT OF	CPL BATCH 10/17/18	GENERAL FUND	582.00
127963	A1 SURVEILLANCE	POE ADAPTER	INFORMATION SERVICES	-15.29
	A1 SURVEILLANCE		COMPUTER SERVICES	183.29
127964	AGUILAR, RAMON	UB REFUND 15015 TNT ALLIS	WATER/SEWER OPERATION	172.52
127965	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	17.24
	AMERICAN CLEANERS		POLICE ADMINISTRATION	24.17
	AMERICAN CLEANERS		POLICE INVESTIGATION	47.41
	AMERICAN CLEANERS		CRIME PREVENTION	77.79
	AMERICAN CLEANERS		POLICE PATROL	90.51
	AMERICAN CLEANERS		DETENTION & CORRECTION	151.76
127966	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	3.00
127967	BANK OF AMERICA		ENGR-GENL	6.00
127968	BANK OF AMERICA	TRAINING SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	18.49
127969	BANK OF AMERICA	SUPPLY REIMBURSEMENT	SOLID WASTE OPERATIONS	32.81
127970	BANK OF AMERICA	PROVISIONS REIMBURSEMENT	POLICE INVESTIGATION	73.55
127971	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	CITY COUNCIL	15.00
	BANK OF AMERICA		EXECUTIVE ADMIN	71.04
127972	BANK OF AMERICA	CONFERENCE REIMBURSEMENT	PERSONNEL ADMINISTRATION	25.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	72.69
127973	BANK OF AMERICA	MEAL REIMBURSEMENT	POLICE PATROL	101.84
127974	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	151.36
127975	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-16.39
	BANK OF AMERICA		POLICE PATROL	196.35
127976	BANK OF AMERICA	TRAVEL REIMBURSEMENT	SOLID WASTE OPERATIONS	207.20
127977	BANK OF AMERICA	SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	295.52
127978	BANK OF AMERICA	SUPPLY/SOFTWARE/SUBSCRIPTION	FINANCE-GENL	61.45

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127978	BANK OF AMERICA	SUPPLY/SOFTWARE/SUBSCRIPTION	COMPUTER SERVICES	139.88
	BANK OF AMERICA		FINANCE-GENL	159.00
127979	BANK OF AMERICA	CHAIR REPLACEMENT	GENERAL FUND	-45.41
	BANK OF AMERICA		POLICE ADMINISTRATION	544.41
127980	BANK OF AMERICA	SPECIAL EVENT/ADVERTISEMENT/SUPPLIES	RECREATION SERVICES	184.95
	BANK OF AMERICA		OPERA HOUSE	338.62
127981	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	GENERAL FUND	-10.47
	BANK OF AMERICA		COMMUNITY	125.47
	BANK OF AMERICA		COMMUNITY	467.04
127982	BANK OF AMERICA	AD/SUPPLIES/SPECIAL EVENTS	OPERA HOUSE	8.18
	BANK OF AMERICA		PARK & RECREATION FAC	22.03
	BANK OF AMERICA		COMMUNITY EVENTS	108.65
	BANK OF AMERICA		RECREATION SERVICES	484.11
127983	BANK OF AMERICA	TRAINING/SUPPLY REIMBURSEMENT	LEGAL-GENL	125.00
	BANK OF AMERICA		LEGAL - PROSECUTION	540.05
127984	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE PATROL	324.54
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,630.16
127985	BANK OF AMERICA		LEGAL-GENL	12.33
	BANK OF AMERICA		MUNICIPAL COURTS	47.41
	BANK OF AMERICA		FINANCE-GENL	62.34
	BANK OF AMERICA		COMMUNITY	230.31
	BANK OF AMERICA		POLICE ADMINISTRATION	230.32
	BANK OF AMERICA		UTIL ADMIN	230.32
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	230.33
	BANK OF AMERICA		PARK & RECREATION FAC	230.33
	BANK OF AMERICA		EXECUTIVE ADMIN	690.94
127986	BARK, RONALD	UB REFUND	WATER/SEWER OPERATION	314.58
127987	BARNES, SCOTT & AMY		GARBAGE	204.20
127988	BIEGLER, CAROL	REFUND CLASS FEES	PARKS-RECREATION	20.00
	BIEGLER, CAROL		PARKS-RECREATION	20.00
127989	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,069.04
127990	BIRK, SUKHMEET	UB REFUND	GARBAGE	103.70
127991	BLACK, JARED & DAIDR		WATER/SEWER OPERATION	84.18
127992	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	81.00
	BRENNAN, SHANNON		COMMUNITY CENTER	324.00
127993	CLARK, COLLEEN	REFUND CLASS FEES	PARKS-RECREATION	20.00
127994	COBURN, LYNN & LARRY	UB REFUND	WATER/SEWER OPERATION	193.41
127995	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	85.14
	COPIERS NORTHWEST		MUNICIPAL COURTS	95.29
	COPIERS NORTHWEST		WASTE WATER TREATMENT	131.38
	COPIERS NORTHWEST		PROBATION	168.13
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		GENERAL	245.91
	COPIERS NORTHWEST		POLICE INVESTIGATION	384.68
	COPIERS NORTHWEST		DETENTION & CORRECTION	583.96
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	611.90
	COPIERS NORTHWEST		ENGR-GENL	629.39
	COPIERS NORTHWEST		PARK & RECREATION FAC	786.53
	COPIERS NORTHWEST		UTIL ADMIN	1,250.78
	COPIERS NORTHWEST		LEGAL - PROSECUTION	1,362.25
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,414.95
	COPIERS NORTHWEST		COMMUNITY	1,501.90
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,155.30
127996	CRIMINAL JUSTICE	TRAINING-BELLEME	POLICE TRAINING-FIREARMS	100.00
127997	CURRIE, VANCE	UB REFUND	WATER/SEWER OPERATION	82.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127998	D R HORTON	UB REFUND	WATER/SEWER OPERATION	97.42
127999	D R HORTON	UB REFUND	WATER/SEWER OPERATION	228.42
128000	D R HORTON	UB REFUND	WATER/SEWER OPERATION	237.42
128001	DANIELS, BETTY	UB REFUND	WATER/SEWER OPERATION	5.47
128002	DELTA PROPERTY MANAG	UB REFUND TNT WICKSTROM	WATER/SEWER OPERATION	125.32
128003	DICKS TOWING	TOWING EXPENSE-MP18-50720	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-52705	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-54754	POLICE PATROL	95.46
128004	DIJULIO DISPLAYS INC	OUTDOOR LIGHTS-OPERA HOUSE	OPERA HOUSE	855.30
128005	DISCOUNTCELL INC	IPHONE CASES	INFORMATION SERVICES	-16.35
	DISCOUNTCELL INC		COMPUTER SERVICES	196.05
128006	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	6.90
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	75.91
	E&E LUMBER	PAINT AND FASTENERS	PARK & RECREATION FAC	89.48
	E&E LUMBER	PAINT AND SUPPLIES	PARK & RECREATION FAC	114.42
128007	ECONOMIC ALLIANCE	PARTNERSHIP CONTRIBUTION	NON-DEPARTMENTAL	3,500.00
128008	EMERGENCY MANAGEMENT	RADIO COMM EXERCISE 9/29/18	NON-DEPARTMENTAL	9,588.25
128009	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	11.05
128010	ENOS, CHERYL J.	UB REFUND	WATER/SEWER OPERATION	21.15
128011	EVERETT MUNICIPAL	BAIL POSTED	GENERAL FUND	500.00
128012	FAMILY PET MEDICAL	ANIMAL CARE-K9 COPPER	K9 PROGRAM	32.17
128013	FIRST AMERICAN TITLE	TITLE REPORT #927726-10	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT #927726-13	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT #927726-14	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT #927726-2	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT #927726-5	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT #927726-7	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT #927726-9	GMA - STREET	825.75
128014	FOSTER PEPPER PLLC	LTGO 2018B BOND COUNSEL	NON-DEPARTMENTAL	42,500.00
128015	FRAIZE, CHRISTINE	UB REFUND	WATER/SEWER OPERATION	37.39
128016	GALLS, LLC	LAPEL MICS	POLICE PATROL	-507.26
	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	114.38
	GALLS, LLC	LAPEL MICS	POLICE PATROL	507.26
	GALLS, LLC		POLICE PATROL	507.26
	GALLS, LLC	UNIFORM-BREVIG	POLICE PATROL	527.52
128017	GOVCONNECTION INC	ERGO KEYBOARDS	IS REPLACEMENT ACCOUNTS	165.79
128018	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICES 3RD QTR	FINANCE-GENL	4,375.00
128019	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	9,295.91
128020	HACH COMPANY	1720E REPAIR FEE	PUMPING PLANT	980.53
128021	HAGGEN INC.	LUNCH MEETING	EXECUTIVE ADMIN	76.26
128022	HEISER, JEFFREY	ENTERTAINMENT 10/27/18	OPERA HOUSE	1,500.00
128023	HEWLETT PACKARD	PRINTER/COPIER CHARGES	POLICE INVESTIGATION	0.39
	HEWLETT PACKARD		PERSONNEL ADMINISTRATION	3.63
	HEWLETT PACKARD		POLICE PATROL	5.79
	HEWLETT PACKARD		SEWER MAIN COLLECTION	7.62
	HEWLETT PACKARD		STORM DRAINAGE	7.62
	HEWLETT PACKARD		PARK & RECREATION FAC	10.93
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	16.91
	HEWLETT PACKARD		LEGAL - PROSECUTION	26.01
	HEWLETT PACKARD		CITY CLERK	49.46
	HEWLETT PACKARD		FINANCE-GENL	49.46
	HEWLETT PACKARD		WASTE WATER TREATMENT	51.80
	HEWLETT PACKARD		MUNICIPAL COURTS	87.17
	HEWLETT PACKARD		UTILITY BILLING	118.72
	HEWLETT PACKARD		UTIL ADMIN	147.79
	HEWLETT PACKARD		COMPUTER SERVICES	388.84
128024	HONDA OF MARYSVILLE	TRAFFIC IMPACT FEE REFUND	GENERAL GOVERNMENT	101,628.86

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128025	JET PLUMBING	REPAIR AT CEDARCREST	MAINTENANCE	163.65
128026	JONES, JOHN D & VICK	UB REFUND	WATER/SEWER OPERATION	276.66
128027	KAISER PERMANENTE	DOT PHYSICALS	EXECUTIVE ADMIN	36.00
	KAISER PERMANENTE		GENERAL	156.00
	KAISER PERMANENTE		UTIL ADMIN	156.00
	KAISER PERMANENTE	IMMUNIZATIONS	EXECUTIVE ADMIN	423.00
128028	KINGSFORD, ANDREA	REIMBURSE CAMP/SPECIAL EVENT SUPPLIES	COMMUNITY EVENTS	36.03
	KINGSFORD, ANDREA		RECREATION SERVICES	414.61
128029	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	COMMUNITY CENTER	54.00
128030	LABOR & INDUSTRIES	L & I 3RD QTR 2018	OPERA HOUSE	0.53
	LABOR & INDUSTRIES		MUNICIPAL COURTS	50.17
	LABOR & INDUSTRIES		COMMUNITY CENTER	211.24
	LABOR & INDUSTRIES		RECREATION SERVICES	498.00
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	514.68
	LABOR & INDUSTRIES		POLICE PATROL	898.09
128031	MAKERS	STATE AVE SUBAREA PLAN	COMMUNITY	3,610.00
128032	MARYSVILLE AWARDS	NAME BADGES	OPERA HOUSE	58.91
128033	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	365.80
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	365.80
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	365.80
128034	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	204.24
128035	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG	2,900.06
128036	MASSINGALE, JACQUELI	UB REFUND	WATER/SEWER OPERATION	207.87
128037	MOFFAT, JAMES & GAYL		WATER/SEWER OPERATION	200.68
128038	MUNNEKE, JAMES		GARBAGE	48.31
	MUNNEKE, JAMES		WATER/SEWER OPERATION	246.76
128039	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	742.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	988.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	988.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,059.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,229.00
128040	NP PO LLC	UB REFUND TNT WHITE	WATER/SEWER OPERATION	280.93
128041	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	69.74
	OFFICE DEPOT		LEGAL-GENL	84.93
	OFFICE DEPOT		POLICE PATROL	114.52
128042	PACIFIC PARTNERS	RENTAL FEE REFUND	PARKS-RECREATION	225.00
128043	PETTICORD, GREG	UB REFUND	WATER/SEWER OPERATION	15.08
128044	PFM FINANCIAL ADVISO	LTGO 2018B FINANCIAL ADVISORY SRVCS	NON-DEPARTMENTAL	44,960.00
128045	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	22.72
	PGC INTERBAY LLC		PRO-SHOP	25.89
	PGC INTERBAY LLC		MAINTENANCE	34.34
	PGC INTERBAY LLC		MAINTENANCE	43.85
	PGC INTERBAY LLC		PRO-SHOP	51.51
	PGC INTERBAY LLC		PRO-SHOP	55.15
	PGC INTERBAY LLC		PRO-SHOP	60.00
	PGC INTERBAY LLC		MAINTENANCE	99.83
	PGC INTERBAY LLC		MAINTENANCE	176.45
	PGC INTERBAY LLC		PRO-SHOP	187.50
	PGC INTERBAY LLC		PRO-SHOP	690.15
	PGC INTERBAY LLC		MAINTENANCE	1,032.10
	PGC INTERBAY LLC		PRO-SHOP	1,116.22
	PGC INTERBAY LLC		MAINTENANCE	1,227.71
	PGC INTERBAY LLC		MAINTENANCE	1,636.17
	PGC INTERBAY LLC		GOLF COURSE	2,272.15
	PGC INTERBAY LLC		PRO-SHOP	3,439.66
	PGC INTERBAY LLC		GOLF COURSE	3,521.00
128046	PIGSKIN UNIFORMS	JUMPSUIT-WISEMAN	POLICE PATROL	618.45

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128047	PONTE, ALEJANDRO	UB REFUND	WATER/SEWER OPERATION	38.53
128048	PROVIDENCE EVERETT M PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,023.30
128049	PUBLIC FINANCE	LID 71 ADMINISTRATION	DETENTION & CORRECTION	6,043.90
128050	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	INTEREST & OTHER DEBT	1,022.50
128051	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	POLICE ADMINISTRATION	400.00
128052	PUD	ACCT #202461026	PERSONNEL ADMINISTRATION	873.00
	PUD	ACCT #205195373	MAINT OF GENL PLANT	16.44
	PUD	ACCT #200973956	PARK & RECREATION FAC	16.44
	PUD	ACCT #202794657	SEWER LIFT STATION	19.05
	PUD	ACCT #200448801	TRANSPORTATION	40.32
	PUD	ACCT #202524690	TRANSPORTATION	43.16
	PUD	ACCT #202426482	PUMPING PLANT	48.67
	PUD	ACCT #221115934	PUBLIC SAFETY BLDG	50.50
	PUD	ACCT #201628880	MAINT OF GENL PLANT	60.75
	PUD	ACCT #202288585	WASTE WATER TREATMENT	63.46
	PUD	ACCT #220681340	TRANSPORTATION	66.05
	PUD	ACCT #205237738	STORM DRAINAGE	80.27
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	100.49
	PUD	ACCT #201225067	TRAFFIC CONTROL DEVICES	116.14
	PUD	ACCT #201675634	PARK & RECREATION FAC	122.79
	PUD	ACCT #202177333	WASTE WATER TREATMENT	428.91
	PUD	ACCT #201587284	MAINT OF GENL PLANT	603.57
	PUD	ACCT #201639689	WASTE WATER TREATMENT	827.58
	PUD	ACCT #200812808	MAINT OF GENL PLANT	831.77
	PUD		PUMPING PLANT	1,220.22
128053	RIKER, JIM & CHERYL	UB REFUND	WATER/SEWER OPERATION	42.23
128054	ROBIN ROSE TRAINING ROBIN ROSE TRAINING	TRAININGS 10/22-10/23	NON-DEPARTMENTAL	5,000.00
128055	SAFEGWAY INC. SAFEGWAY INC.	MEETING/TRAINING SUPPLIES	UTILADMIN	5,000.00
			EXECUTIVE ADMIN	13.04
			EXECUTIVE ADMIN	17.58
128056	SCORE	INMATE HOUSING	DETENTION & CORRECTION	18,000.00
128057	SCOWN, RANDY & KASEY	UB REFUND	WATER/SEWER OPERATION	15.10
128058	SHRED-IT US SHRED-IT US SHRED-IT US SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE INVESTIGATION	25.00
			POLICE PATROL	25.00
			DETENTION & CORRECTION	25.00
			OFFICE OPERATIONS	34.44
128059	SMITH, DAVID L.	UB REFUND	WATER/SEWER OPERATION	26.27
128060	SOUND PUBLISHING	LEGAL AD	GMA - STREET	264.88
128061	SOUND PUBLISHING		GMA - STREET	276.08
128062	SOUND PUBLISHING		GMA - STREET	656.83
128063	SOUND PUBLISHING		GMA - STREET	712.08
128064	SOUND PUBLISHING		CITY CLERK	60.79
128065	SOUND PUBLISHING	OH ADVERTISING	OPERA HOUSE	540.00
128066	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	86.60
128067	STATE AUDITORS OFFIC STATE AUDITORS OFFIC	AUDIT PERIOD 17-17	NON-DEPARTMENTAL	103.84
			UTILADMIN	103.85
128068	SULLIVAN, DANIEL E	UB REFUND	WATER/SEWER OPERATION	158.97
128069	SUN BADGE CO SUN BADGE CO	BADGE	GENERAL FUND	-9.17
			POLICE ADMINISTRATION	109.92
128070	SUPERIOR SOLE WELDIN	BENCHES AND TABLE FRAMES	PARK & RECREATION FAC	4,053.07
128071	SWANK MOTION PICTURE	MOVIE (GREASE) 10/13/18	OPERA HOUSE	140.00
128072	TECHPOWER SOLUTIONS	PRINTER	IS REPLACEMENT ACCOUNTS	316.39
128073	THE CITY OF MARYSVIL	UB REFUND TNT SCHWARTZ	WATER/SEWER OPERATION	174.72
128074	US BANK	ADMIN FEE MARLID7114	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGO07T	GOLF DEBT SERVICE	300.00
	US BANK	ADMIN FEE MARLTGOREF10	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGOREF13	INTEREST & OTHER DEBT	300.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128074	US BANK	ADMIN FEE MARLTGOREF16	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARWAT14	ENTERPRISE D/S	300.00
	US BANK	ADMIN FEE MARLTGO18	INTEREST & OTHER DEBT	301.64
128075	VARNER, DEE ANN	UB REFUND	GARBAGE	87.31
	VARNER, DEE ANN		WATER/SEWER OPERATION	255.50
128076	VERIZON	PHONE CHARGES	CRIME PREVENTION	24.89
	VERIZON		PURCHASING/CENTRAL	24.89
	VERIZON		SOLID WASTE OPERATIONS	40.01
	VERIZON		SEWER LIFT STATION	40.10
	VERIZON		UTILITY BILLING	49.78
	VERIZON		PERSONNEL ADMINISTRATION	51.11
	VERIZON		EQUIPMENT RENTAL	105.22
	VERIZON		PROPERTY TASK FORCE	110.88
	VERIZON		FACILITY MAINTENANCE	110.88
	VERIZON		FINANCE-GENL	120.88
	VERIZON		LEGAL - PROSECUTION	176.32
	VERIZON		LEGAL-GENL	176.32
	VERIZON		RECREATION SERVICES	179.89
	VERIZON		PARK & RECREATION FAC	185.55
	VERIZON		OFFICE OPERATIONS	210.44
	VERIZON		MUNICIPAL COURTS	247.42
	VERIZON		COMMUNITY SERVICES UNIT	261.77
	VERIZON		YOUTH SERVICES	277.20
	VERIZON		EXECUTIVE ADMIN	290.60
	VERIZON		SOLID WASTE CUSTOMER	319.46
	VERIZON		WATER SUPPLY MAINS	320.08
	VERIZON		DETENTION & CORRECTION	326.98
	VERIZON		WATER QUAL TREATMENT	352.33
	VERIZON		GENERAL	529.90
	VERIZON		COMPUTER SERVICES	540.73
	VERIZON		STORM DRAINAGE	544.71
	VERIZON		COMMUNITY	550.65
	VERIZON		WASTE WATER TREATMENT	591.06
	VERIZON		ENGR-GENL	717.46
	VERIZON		POLICE ADMINISTRATION	740.18
	VERIZON		POLICE INVESTIGATION	853.97
	VERIZON		UTIL ADMIN	1,993.64
	VERIZON		POLICE PATROL	4,928.79
128077	WAAUDIOLOGY SRVCS	TESTING	EXECUTIVE ADMIN	60.00
128078	WAGNER, AMANDA	REFUND CLASS FEES	PARKS-RECREATION	38.00
128079	WATAI	WATAI DUES-MCSHANE	POLICE INVESTIGATION	60.00
128080	WHOOSTER INC.	SOFTWARE LICENSE	POLICE INVESTIGATION	1,298.00
128081	WITTER, RYAN	REFUND BASKETBALL FEES	PARKS-RECREATION	70.00

WARRANT TOTAL: 471,623.59

SEE VOIDS BELOW

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/18/2018 TO 10/24/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
REASON FOR VOIDS:				
UNCLAIMED PROPERTY (UCP)				
INITIATOR ERROR				
WRONG VENDOR				
CHECK LOST/DAMAGED IN MAIL				
M LITTLE	VOID	102207	7.54	UCP
SHRED IT	VOID	102386	64.30	UCP
D LYNCH	VOID	103656	26.30	UCP
B CHRISTOPHERSON	VOID	104224	46.00	UCP
B LANGON	VOID	104278	12.28	UCP
KETTLE KORN	VOID	106826	50.00	UCP
N SAEPHANH	VOID	107074	18.00	UCP
A BEATTY	VOID	107767	20.80	UCP
D BRIGGS	VOID	107770	15.40	UCP
A DECANN	VOID	107789	13.24	UCP
A JURDON	VOID	107836	12.70	UCP
D WESTLING	VOID	107939	12.70	UCP
F ROBERTS	VOID	109239	100.00	UCP
D SCHELLER	VOID	109865	71.63	UCP
K GOURDIN	VOID	109974	8.04	UCP
L SELLS	VOID	109995	386.49	UCP
J BERGLUND	VOID	110244	6.98	UCP
J TANZI	VOID	110349	14.05	UCP
R MARSHALL	VOID	110998	23.58	UCP
S BANDRUP	VOID	111173	38.22	UCP
P CARROLL	VOID	111659	300.00	UCP
M DIXSON	VOID	111678	0.88	UCP
J ZOMOK	VOID	111818	35.14	UCP
K LAHOZ	VOID	112069	7.91	UCP
F JORDAN	VOID	112448	39.95	UCP
D GRAHAM	VOID	112534	583.44	UCP
J DIDRICKSON	VOID	112658	83.87	UCP
K LOTH	VOID	112849	20.21	UCP
T BURKE V	VOID	112940	22.93	UCP
A MCGILVRA	VOID	113014	22.11	UCP
V LEDESMA	VOID	113766	90.00	UCP
M GONZALES	VOID	115570	14.07	UCP
J ROBISON	VOID	116244	20.47	UCP
G MEIDINGER	VOID	116513	28.23	UCP
M NELSON	VOID	116521	29.59	UCP
M THOMAS	VOID	116912	12.70	UCP
J KORBEL	VOID	117234	20.75	UCP
M LAMBIE	VOID	117243	114.69	UCP
C EVES	VOID	117374	31.75	UCP
J TRISKO	VOID	117813	64.00	UCP
G RIOS	VOID	116406	30.09	UCP
WHOOSTER	VOID	126813	1,298.00	CHECK LOST IN MAIL

467,804.56

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2018

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the October 31, 2018 claims in the amount of \$1,934,829.04 paid by EFT transactions and Check No.'s 128082 through 128265 with Check No. 127717 voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-10**

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 **\$1,934,829.04 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 128082 THROUGH 128265 WITH CHECK NO. 127717 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 **13th DAY OF NOVEMBER 2018**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128082	FIRST AMERICAN TITLE	ROW ACQUISITION 11219 STATE AVE	GMA - STREET	14,920.70
128083	3M	CLEAR TRANSFER TAPE	TRANSPORTATION	172.48
	3M	RED AND GREEN CUTABLE ELECTRONIC FILM	TRANSPORTATION	3,118.39
128084	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	150.00
128085	ALFORQUE, LILIBETH	UB REFUND	WATER/SEWER OPERATION	109.63
128086	ALL BATTERY SALES &	BATTERIES	WASTE WATER TREATMENT	334.02
128087	AM TEST INC	LAB ANALYSIS	STORM DRAINAGE	50.00
128088	APS, INC.	POSTAGE SUPPLIES	UTIL ADMIN	250.93
	APS, INC.		COMMUNITY	250.93
128089	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
128090	ARLINGTON, CITY OF	SURFACE WATER REVENUE 3RD QTR 2018	WATER/SEWER OPERATION	30,087.61
128091	BARTL, CRAIG	REIMBURSE PARKING EXPENSE	POLICE ADMINISTRATION	35.55
128092	BENTLEY SYSTEMS INC	WATERCAD STANDALONE LICENSES	UTIL ADMIN	3,994.15
128093	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	5,631.53
128094	BHC CONSULTANTS		WASTE WATER TREATMENT	6,291.25
128095	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-109.10
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	187.46
	BICKFORD FORD		ER&R	187.46
	BICKFORD FORD	BRAKE CALIPERS W/CORE CHARGE	EQUIPMENT RENTAL	189.81
	BICKFORD FORD	2019 FORD F350 EXTENDED CAB	EQUIPMENT RENTAL	37,807.24
128096	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	96.88
	BOB BARKER COMPANY		DETENTION & CORRECTION	645.61
128097	BRAKE AND CLUTCH	BRAKE DRUMS, BRAKE SHOES AND KIT	EQUIPMENT RENTAL	538.91
128098	BUELL, JOHN	REIMBURSE MEAL	SEWER LIFT STATION	13.75
128099	BURKE, MARGARET	ENTERTAINMENT 11/15/18	OPERA HOUSE	300.00
128100	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	146.25
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	146.98
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	218.65
128101	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
128102	CASCADE MACHINERY	AIR COMPRESSOR SERVICE	WASTE WATER TREATMENT	572.78
128103	CENTRAL WELDING SUPP	EAR PLUGS	ER&R	26.18
	CENTRAL WELDING SUPP	VESTS	ER&R	41.46
	CENTRAL WELDING SUPP		ER&R	42.82
	CENTRAL WELDING SUPP	GLOVES	ER&R	154.38
	CENTRAL WELDING SUPP		ER&R	154.38
	CENTRAL WELDING SUPP		ER&R	154.38
	CENTRAL WELDING SUPP	RAIN GEAR	ER&R	172.38
	CENTRAL WELDING SUPP		ER&R	537.87
	CENTRAL WELDING SUPP		ER&R	775.27
128104	CHAMBERLIN, ALEXANDRA	REIMBURSE CONFERENCE EXPENSE	MUNICIPAL COURTS	398.48
128105	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,016.97
128106	CONTECH ENGINEERED	GASKETS, BANDS AND TEES	ARTERIAL STREET-GENL	346.72
128107	COOP SUPPLY	STRAW BALES	ARTERIAL STREET-GENL	56.69
	COOP SUPPLY	BURLAP SAND BAGS	ROADWAY MAINTENANCE	194.20
	COOP SUPPLY	LOPPERS, PRUNERS, SHEARS AND SAWS	ROADSIDE VEGETATION	451.59
	COOP SUPPLY	BURLAP SAND BAGS	ROADWAY MAINTENANCE	485.50
128108	COOPER, LISA	UB REFUND	GARBAGE	378.21
128109	CORE & MAIN LP	CAP	WATER DIST MAINS	44.34
	CORE & MAIN LP	SEWER BYPASS PARTS	WASTE WATER TREATMENT	135.72
	CORE & MAIN LP	LIDS	WATER SUPPLY MAINS	345.17
	CORE & MAIN LP	T10 CLOCKS	WATER SERVICES	3,229.47
128110	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,896.55
128111	CORRECTIONS, DEPT OF	WORK CREW-SEPT 2018	ROADSIDE VEGETATION	1,047.51
128112	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	277.63
128113	COUGAR TREE SERVICE	TREE REMOVAL 1030 BEACH	ROADWAY MAINTENANCE	1,091.00
128114	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	18.63

**CITY OF MARYSVILLE
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FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128114	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	22.18
128115	DAILY JOURNAL OF COM	LEGAL AD	SURFACE WATER CAPITAL	164.00
128116	DATABAR	SUMMONS/BAIL NOTICES	PROBATION	178.95
	DATABAR		MUNICIPAL COURTS	536.86
128117	DAY WIRELESS SYSTEMS	RADIO REPAIR	POLICE PATROL	654.60
128118	DIAMOND B	HVAC MAINTENANCE 3RD QTR 2018	SOURCE OF SUPPLY	160.23
	DIAMOND B		PARK & RECREATION FAC	335.57
	DIAMOND B		NON-DEPARTMENTAL	376.29
	DIAMOND B		MAINT OF GENL PLANT	408.16
	DIAMOND B		COMMUNITY CENTER	495.80
	DIAMOND B		WATER FILTRATION PLANT	1,014.00
	DIAMOND B		MAINTENANCE	1,109.43
	DIAMOND B		COURT FACILITIES	1,327.18
	DIAMOND B		UTIL ADMIN	1,349.85
	DIAMOND B		CITY HALL	1,432.78
	DIAMOND B		WASTE WATER TREATMENT	1,697.01
	DIAMOND B		PUBLIC SAFETY BLDG	2,343.82
128119	DICKS TOWING	TOWING EXPENSE-MP18-51750	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-54702	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-54775	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-55757	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-55912	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-56105	POLICE PATROL	71.61
128120	DONNELSON ELECTRIC	INSTALL 2 OUTLETS-VVWTP LAB	WASTE WATER TREATMENT	300.03
128121	DUCK CLUB MANAGEMENT	ENTERTAINMENT 11/3/18	OPERA HOUSE	300.00
	DUCK CLUB MANAGEMENT		OPERA HOUSE	1,200.00
128122	DUNN, DAVID & KATHY	UB REFUND	WATER/SEWER OPERATION	226.82
128123	E&E LUMBER	WALL PLATE	COURT FACILITIES	5.74
	E&E LUMBER	TIRE REPAIR KIT AND STRAP	PARK & RECREATION FAC	12.83
	E&E LUMBER	REPAIR KIT	CITY HALL	15.70
	E&E LUMBER	POWER BITS	PARK & RECREATION FAC	19.43
	E&E LUMBER	COMBO LOCK	STORM DRAINAGE	20.94
	E&E LUMBER	SPRAY PAINT AND FASTENERS	ROADWAY MAINTENANCE	30.92
	E&E LUMBER	BLADES, CABLE TIES AND FASTENERS	PARK & RECREATION FAC	64.60
	E&E LUMBER	POLE COVER, FRAME AND CEMENT	SOLID WASTE OPERATIONS	86.42
	E&E LUMBER	BROOMS	EQUIPMENT RENTAL	103.65
	E&E LUMBER	WHITE SPRAY, NOTEBOOK AND STICKS	ARTERIAL STREET-GENL	132.34
	E&E LUMBER	LUMBER AND HARDWARE	WASTE WATER TREATMENT	138.74
	E&E LUMBER	CONCRETE	WASTE WATER TREATMENT	214.88
128124	EAST JORDAN IRON WOR	RINGS, COVERS, CIRCLES AND SQUARES	ROADWAY MAINTENANCE	1,438.33
128125	ECONOMIC ALLIANCE	EASC ANNUAL INVESTMENT	NON-DEPARTMENTAL	15,000.00
128126	EGGERTSEN, BURTON	REIMBURSE CONFERENCE EXPENSES	LEGAL-GENL	739.36
128127	EMERALD HILLS	COFFEE	COMMUNITY CENTER	63.10
128128	EMERALD SERVICES INC	DISPOSAL OF WASTE	NON-DEPARTMENTAL	353.40
128129	ENSOR, BROOKE	REIMBURSE SITE MAINTENANCE SUPPLIES	STORM DRAINAGE	52.93
128130	ENVIRONMENTAL PRODUC	HYDRANT HOSES	WATER/SEWER OPERATION	-24.81
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	148.70
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	148.71
128131	EVERETT STEEL CO	3/4" CHANNELS	ROADWAY MAINTENANCE	78.33
128132	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,603.00
128133	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	237,160.77
	EVERETT, CITY TREAS		SOURCE OF SUPPLY	351,528.50
128134	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-3.64
	EVIDENT, INC.		POLICE PATROL	43.64
128135	FAMILY PET MEDICAL	K-9 FOOD	K9 PROGRAM	45.13
	FAMILY PET MEDICAL		K9 PROGRAM	107.57
128136	FARR, LORENA	INTERPRETER SERVICES	COURTS	113.44

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128137	FARRIS, BEAU	UB REFUND	WATER/SEWER OPERATION	182.69
128138	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	119.04
	FERRELLGAS		ROADWAY MAINTENANCE	119.05
128139	FIRST AMERICAN TITLE	SUBDIVISION/PLAT CERTIFICATE	GMA-PARKS	383.95
128140	FIRST AMERICAN TITLE	TITLE REPORT # 927726-12	GMA - STREET	825.75
	FIRST AMERICAN TITLE	TITLE REPORT # 927726-4	GMA - STREET	825.75
128141	FIRST AMERICAN TITLE	RECORDING FEES-SJB HOLDINGS 10208 STATE	GMA - STREET	112.00
128142	FIRST AMERICAN TITLE	RECORDING FEES-NELSON 5601 47TH AVE NE	GMA - STREET	115.00
128143	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	51.05
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	51.05
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	55.56
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	56.93
	FRONTIER COMMUNICATI		COMMUNITY	56.93
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	57.82
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	69.84
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	69.84
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	81.42
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	81.42
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	96.46
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	101.74
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	104.20
128144	GAMBA, MARY LOU	ENTERTAINMENT 10/20/18	OPERA HOUSE	150.00
128145	GIEBELSTEIN, VICKIE	UB REFUND	WATER/SEWER OPERATION	89.82
128146	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
128147	GOTCHA PEST CONTROL	REMOVE NESTS-VVWTP	WASTE WATER TREATMENT	98.19
	GOTCHA PEST CONTROL	PEST CONTROL	UTIL ADMIN	109.10
	GOTCHA PEST CONTROL		MAINT OF GENL PLANT	109.10
	GOTCHA PEST CONTROL		COMMUNITY CENTER	109.10
	GOTCHA PEST CONTROL		COURT FACILITIES	109.10
	GOTCHA PEST CONTROL		CITY HALL	109.10
	GOTCHA PEST CONTROL		WASTE WATER TREATMENT	218.20
	GOTCHA PEST CONTROL		PUBLIC SAFETY BLDG	218.20
128148	GRAINGER	FIRST AID KIT RESTOCK ITEMS	UTIL ADMIN	68.91
	GRAINGER	RESPIRATORS	WASTE WATER TREATMENT	77.20
	GRAINGER	HAND WARMERS, BRUSHES AND TAPE	ER&R	189.88
128149	GREEN RIVER CC	TRAINING-GESSNER, KEVIN	UTIL ADMIN	210.00
	GREEN RIVER CC	TRAINING-KEEFE	UTIL ADMIN	210.00
	GREEN RIVER CC	TRAINING-KING	UTIL ADMIN	210.00
128150	GREENHAUS PORTABLE	PORTABLE SERVICE/SPECIAL EVENT RENTALS	PARK & RECREATION FAC	70.00
	GREENHAUS PORTABLE		RECREATION SERVICES	380.00
128151	GREENSHIELDS	INCORRECTLY BILLED MISC HOSES	EQUIPMENT RENTAL	-393.23
	GREENSHIELDS	MISC HOSES	EQUIPMENT RENTAL	393.23
	GREENSHIELDS		EQUIPMENT RENTAL	393.23
	GREENSHIELDS	FLASHLIGHTS AND LED WORKLIGHTS	EQUIPMENT RENTAL	716.31
128152	HANSON, MOLLY	REFUND SPECIAL EVENT TICKETS	PARKS-RECREATION	60.00
128153	HD FOWLER COMPANY	METER WRENCHES, VALVES AND ADAPTERS	ER&R	55.74
	HD FOWLER COMPANY	GASKETS, TBOLTS AND HARDWARE	WASTE WATER TREATMENT	175.53
	HD FOWLER COMPANY	VARIOUS GAUGES	WATER DIST MAINS	202.62
	HD FOWLER COMPANY	METER BOX AND LID	WATER SERVICES	263.05
	HD FOWLER COMPANY	METER WRENCHES, VALVES AND ADAPTERS	WATER/SEWER OPERATION	549.15
	HD FOWLER COMPANY	METER YOKE, LID, BOX AND ADAPTER	PARK & RECREATION FAC	852.30
	HD FOWLER COMPANY	DRAIN PIPE AND COUPLERS	ARTERIAL STREET-GENL	3,301.80
128154	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	120,754.17
128155	HERC RENTALS INC	CHARGES FOR DAMAGE TO RENTED BOOM	MAINT OF EQUIPMENT	43,861.38
128156	HERITAGE BANK	CLEAR TITLE FOR ACQUISITION-10419 STATE	GMA - STREET	10,300.00
128157	HICKEY, RAMONA	ENTERTAINMENT 10/20/18	OPERA HOUSE	150.00
128158	HOLT SERVICES INC	PAY ESTIMATE #1	UTILITY CONSTRUCTION	-10,741.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128158	HOLT SERVICES INC	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	234,374.08
128159	HOME DEPOT	RETURNED 10 LED TASK LIGHTS	SOLID WASTE OPERATIONS	-94.26
	HOME DEPOT	LED TASK LIGHTS	SOLID WASTE OPERATIONS	188.52
128160	HOUSE OF UPHOLSTERY	RECOVER SEAT	EQUIPMENT RENTAL	321.85
128161	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	103.82
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
128162	INTERMOUNTAIN LOCK	KEYS AND BRASS TAGS	FACILITY MAINTENANCE	53.00
	INTERMOUNTAIN LOCK		EQUIPMENT RENTAL	105.44
128163	J. THAYER COMPANY	OFFICE CHAIR	PURCHASING/CENTRAL	427.66
128164	JOAQUIN, MONICA	UB REFUND	WATER/SEWER OPERATION	34.11
128165	JOHANSEN, DARREN	UB REFUND	WATER/SEWER OPERATION	171.41
128166	K2 DATA SYSTEMS INC	SCADA SUPPORT SERVICES	WASTE WATER TREATMENT	2,625.00
	K2 DATA SYSTEMS INC		WATER RESERVOIRS	2,625.00
	K2 DATA SYSTEMS INC		SUNNYSIDE FILTRATION	3,850.00
128167	KIM, HEE	UB REFUND	WATER/SEWER OPERATION	17.50
	KIM, HEE	UB REFUND	WATER/SEWER OPERATION	158.97
128168	KING, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	246.00
128169	KNEBEL COMPANY	ASBESTOS INSPECTION-1331 7TH ST	NON-DEPARTMENTAL	1,097.50
	KNEBEL COMPANY	ASBESTOS INSPECTION-601 DELTA AVE	NON-DEPARTMENTAL	2,475.00
	KNEBEL COMPANY	ASBESTOS INSPECTION-1326 6TH/DELTA	NON-DEPARTMENTAL	5,410.00
128170	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	833.00
128171	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	264.00
128172	LABOR & INDUSTRIES	ELEVATOR OPERATION CERTIFICATE-PSB	PUBLIC SAFETY BLDG	129.00
128173	LANE, ANGIE	REFUND RENTAL DEPOSIT	GENERAL FUND	250.00
128174	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	600.00
128175	LAYFIELD USA CORP	PAY ESTIMATE #2	WATER/SEWER OPERATION	-21,426.29
	LAYFIELD USA CORP		WATER RESERVOIRS	467,521.57
128176	LES SCHWAB TIRE CTR	REPAIR TIRE	EQUIPMENT RENTAL	45.27
128177	LICENSING, DEPT OF	ENGINEER LICENSE RENEWAL-MILLER	ENGR-GENL	116.00
128178	LOWES HIW INC	HEATER AND COAT RACK	WATER DIST MAINS	67.34
	LOWES HIW INC	CORDS AND CLAMPS	PARK & RECREATION FAC	90.77
	LOWES HIW INC	FIRE EXTINGUISHERS	OPERA HOUSE	155.37
128179	MAILFINANCE	POSTAGE LEASE	PROBATION	124.12
	MAILFINANCE		MUNICIPAL COURTS	372.36
128180	MANI, MARY E^	UB REFUND	WATER/SEWER OPERATION	21.00
128181	MARTINEZ, SUSAN	REIMBURSE MILEAGE	OFFICE OPERATIONS	32.91
128182	MARTINKA, BEVERLY &	UB REFUND	WATER/SEWER OPERATION	62.24
128183	MARYSVILLE COM CHURC	RENTAL FEE REFUND	PARKS-RECREATION	40.00
128184	MARYSVILLE PRINTING	BUSINESS CARDS	PROBATION	106.29
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	310.94
128185	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE BLVD	SEWER LIFT STATION	57.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-5626 61ST ST NE	PARK & RECREATION FAC	109.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	115.55
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	171.91
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	271.11
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST NE	PARK & RECREATION FAC	394.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD IRR	PARK & RECREATION FAC	512.76
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	876.63
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,383.50
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	3,194.96
128186	MATCO TOOLS	SMALL TOOL	EQUIPMENT RENTAL	282.26
128187	MCCOY, DOUGLAS	UB REFUND	WATER/SEWER OPERATION	204.97
128188	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,267.54
	METCALF, SHELLEY		RECREATION SERVICES	1,267.54
128189	MOTOR TRUCKS	TIE ROD END	EQUIPMENT RENTAL	35.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128189	MOTOR TRUCKS	OIL DRAIN VALVES	ER&R	90.82
	MOTOR TRUCKS	AIR BRAKE SLACK ADJUSTERS	EQUIPMENT RENTAL	377.33
	MOTOR TRUCKS	AIR COMPRESSOR REPAIR KIT	EQUIPMENT RENTAL	851.75
128190	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	WASTE WATER TREATMENT	16.51
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.51
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.51
128191	NELSON PETROLEUM	RED TAC GREASE	ER&R	344.14
128192	NELSON, DAVID	TEMP CONSTRUCTION EASEMENT	GMA - STREET	1,800.00
128193	NGUYEN, TRAN	UB REFUND	WATER/SEWER OPERATION	17.66
128194	NICHOLS, JODIE	REIMBURSE SPECIAL EVENT FEES	PARKS-RECREATION	10.00
	NICHOLS, JODIE		PARKS-RECREATION	10.00
128195	NORTHWEST BISCOTTI	SWAG BAG ITEMS-WOMENS EXPO	OPERA HOUSE	50.00
128196	OFFICE DEPOT	OFFICE SUPPLIES	STORM DRAINAGE	20.06
	OFFICE DEPOT		STORM DRAINAGE	25.45
	OFFICE DEPOT		WASTE WATER TREATMENT	25.45
	OFFICE DEPOT		WATER FILTRATION PLANT	25.45
	OFFICE DEPOT		LEGAL-GENL	28.46
	OFFICE DEPOT		GENERAL	45.80
	OFFICE DEPOT		SEWER MAIN COLLECTION	65.87
	OFFICE DEPOT		GENERAL	99.90
	OFFICE DEPOT		LEGAL-GENL	197.68
	OFFICE DEPOT		POLICE PATROL	289.08
	OFFICE DEPOT		TRANSPORTATION	476.96
128197	OLIVAN, SANDRA	REIMBURSE CLASS FEES	PARKS-RECREATION	70.00
128198	OREILLY AUTO PARTS	CORE REFUND	EQUIPMENT RENTAL	-10.91
	OREILLY AUTO PARTS	SERPENTINE BELTS	EQUIPMENT RENTAL	33.65
	OREILLY AUTO PARTS	IDLER PULLEY	EQUIPMENT RENTAL	38.00
	OREILLY AUTO PARTS	AC COMP ASSY/ACCUMULATOR W/CORE	EQUIPMENT RENTAL	243.22
128199	PACIFIC POWER BATTER	SHEET ROCK AND HARDWARE	FACILITY MAINTENANCE	21.24
128200	PACIFIC TOPSOILS	SOIL/SOD	ROADSIDE VEGETATION	450.00
128201	PACWEST MACHINERY	HYDRAULIC MOTOR ASSY	EQUIPMENT RENTAL	847.06
128202	PARTS STORE, THE	FUEL FIILTER CREDIT	ER&R	-24.95
	PARTS STORE, THE	CREDIT FOR DAMAGED FILTER	ER&R	-13.18
	PARTS STORE, THE	BRAKE FLUID	EQUIPMENT RENTAL	8.80
	PARTS STORE, THE	FUSES	EQUIPMENT RENTAL	10.91
	PARTS STORE, THE	FUEL FILTER	ER&R	13.54
	PARTS STORE, THE		EQUIPMENT RENTAL	17.06
	PARTS STORE, THE	THREAD SEALERS	EQUIPMENT RENTAL	31.90
	PARTS STORE, THE	PIPE CUTTER	EQUIPMENT RENTAL	46.72
	PARTS STORE, THE	FUEL FILTERS	ER&R	51.41
	PARTS STORE, THE	EXHAUST FLUID	STORM DRAINAGE	67.37
	PARTS STORE, THE		SEWER MAIN COLLECTION	67.37
	PARTS STORE, THE	THREAD LOCKERS AND BRAKE LUBE	EQUIPMENT RENTAL	90.84
	PARTS STORE, THE	MISC FILTERS	ER&R	93.49
	PARTS STORE, THE	MISC FILTERS AND LED AMBER LIGHTS	ER&R	113.65
	PARTS STORE, THE	LIGHTS	ER&R	167.58
	PARTS STORE, THE	FUEL FILTERS AND LIGHTS	ER&R	190.46
	PARTS STORE, THE	MISC FILTERS AND BRAKE FLUID	ER&R	308.83
	PARTS STORE, THE	MISC FILTERS	ER&R	324.47
128203	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	135.30
128204	PEDERSON, DALE	UB REFUND	WATER/SEWER OPERATION	26.85
128205	PEREDO, LILIAN	UB REFUND	WATER/SEWER OPERATION	57.51
128206	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	1.78
	PGC INTERBAY LLC		PRO-SHOP	39.71
	PGC INTERBAY LLC		PRO-SHOP	65.01
	PGC INTERBAY LLC		MAINTENANCE	65.01
	PGC INTERBAY LLC		MAINTENANCE	82.09

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128206	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	91.08
	PGC INTERBAY LLC		PRO-SHOP	137.77
	PGC INTERBAY LLC		MAINTENANCE	143.09
	PGC INTERBAY LLC		MAINTENANCE	143.31
	PGC INTERBAY LLC		MAINTENANCE	169.77
	PGC INTERBAY LLC		MAINTENANCE	203.86
	PGC INTERBAY LLC		PRO-SHOP	228.39
	PGC INTERBAY LLC		PRO-SHOP	412.95
	PGC INTERBAY LLC		MAINTENANCE	783.15
	PGC INTERBAY LLC		PRO-SHOP	5,763.61
	PGC INTERBAY LLC		MAINTENANCE	10,133.24
128207	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
128208	PIGSKIN UNIFORMS	JUMPSUIT-BUELL, M	POLICE PATROL	526.23
	PIGSKIN UNIFORMS	JUMPSUIT-ADAMS	POLICE PATROL	618.45
	PIGSKIN UNIFORMS	JUMPSUIT-SMITH, BRAD	K9 PROGRAM	1,117.55
128209	PILCHUCK RENTALS	BAR OIL	ROADSIDE VEGETATION	65.42
	PILCHUCK RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	81.82
	PILCHUCK RENTALS	LIGHT TOWER RENTAL	ROADWAY MAINTENANCE	147.28
	PILCHUCK RENTALS	EXCAVATOR RENTAL	GMA-PARKS	3,829.41
128210	PILLAI, NAVINESH & N	UB REFUND	WATER/SEWER OPERATION	130.77
128211	PLATT ELECTRIC	FLOW METER PARTS	SEWER LIFT STATION	36.68
	PLATT ELECTRIC	CLAMPS, BRACKETS AND PIPES	SEWER LIFT STATION	44.69
	PLATT ELECTRIC	PHOTO CELLS, BUSHING, BEARINGS AND HPS	STREET LIGHTING	174.90
	PLATT ELECTRIC	WET/DRY VACUUM	TRANSPORTATION	216.02
	PLATT ELECTRIC	PHOTO CELLS AND 250W/150W HPS	STREET LIGHTING	256.45
	PLATT ELECTRIC	VACUUM FILTERS AND DRIVER	TRANSPORTATION	282.38
128212	POLLARDWATER	GATE VALVE	WATER DIST MAINS	314.35
128213	PONTIUS, LISA	UB REFUND	WATER/SEWER OPERATION	268.04
128214	PORCH LIGHT HOMES IN	UB REFUND	WATER/SEWER OPERATION	66.44
128215	POSITIVE CONCEPTS IN	SECTOR SUPPLIES	GENERAL FUND	-22.30
	POSITIVE CONCEPTS IN		POLICE PATROL	267.30
128216	PRECISION DYNAMICS	INMATE SUPPLIES	DETENTION & CORRECTION	851.51
128217	PUD	ACCT #202461034	UTIL ADMIN	14.58
	PUD	ACCT #205136245	SEWER LIFT STATION	14.84
	PUD	ACCT #201380995	PUMPING PLANT	15.12
	PUD	ACCT #204933311	PUMPING PLANT	15.31
	PUD	ACCT #201931193	PARK & RECREATION FAC	15.88
	PUD	ACCT #202378659	MAINT OF GENL PLANT	15.88
	PUD	ACCT #202499489	COMMUNITY EVENTS	15.88
	PUD	ACCT #221100092	GMA - STREET	15.88
	PUD	ACCT #202031134	PUMPING PLANT	16.03
	PUD	ACCT #200998532	PARK & RECREATION FAC	16.44
	PUD	ACCT #202791166	PUMPING PLANT	16.60
	PUD	ACCT #201668043	PARK & RECREATION FAC	21.79
	PUD	ACCT #203569751	STORM DRAINAGE	24.66
	PUD	ACCT #202476438	SEWER LIFT STATION	25.15
	PUD	ACCT #201610185	TRANSPORTATION	25.97
	PUD	ACCT #202178158	SEWER LIFT STATION	26.06
	PUD	ACCT #201672136	SEWER LIFT STATION	27.22
	PUD	ACCT #200650745	TRANSPORTATION	29.58
	PUD	ACCT #202694337	TRANSPORTATION	32.13
	PUD	ACCT #201065281	PARK & RECREATION FAC	32.14
	PUD	ACCT #202140489	TRANSPORTATION	36.12
	PUD	ACCT #201670890	TRANSPORTATION	37.25
	PUD	ACCT #203005160	STREET LIGHTING	37.94
	PUD	ACCT #220792733	STREET LIGHTING	39.67
	PUD	ACCT #203199732	TRANSPORTATION	41.62

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128217	PUD	ACCT #220761807	OPERA HOUSE	42.47
	PUD	ACCT #220153100	TRANSPORTATION	45.91
	PUD	ACCT #202102190	TRANSPORTATION	46.75
	PUD	ACCT #203519616	NON-DEPARTMENTAL	47.42
	PUD	ACCT #202368536	TRANSPORTATION	48.96
	PUD	ACCT #202220760	GOLF ADMINISTRATION	50.47
	PUD	ACCT #203430897	STREET LIGHTING	51.90
	PUD	ACCT #200827277	TRANSPORTATION	52.46
	PUD	ACCT #202368544	TRANSPORTATION	54.16
	PUD	ACCT #202183679	TRANSPORTATION	54.25
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	56.52
	PUD	ACCT #202143111	TRANSPORTATION	60.99
	PUD	ACCT #200571842	TRANSPORTATION	62.22
	PUD	ACCT #220298624	STREET LIGHTING	62.42
	PUD	ACCT #200869303	TRANSPORTATION	69.64
	PUD	ACCT #200790061	PARK & RECREATION FAC	71.54
	PUD	ACCT #202689105	WASTE WATER TREATMENT	83.01
	PUD	ACCT #202463543	SEWER LIFT STATION	85.96
	PUD	ACCT #200084036	TRANSPORTATION	91.93
	PUD	ACCT #203231006	TRANSPORTATION	96.14
	PUD	ACCT #202557450	STREET LIGHTING	100.79
	PUD	ACCT #202012589	PARK & RECREATION FAC	102.19
	PUD	ACCT #202368551	PARK & RECREATION FAC	105.80
	PUD	ACCT #202490637	SEWER LIFT STATION	123.84
	PUD	ACCT #202000329	PARK & RECREATION FAC	125.54
	PUD	ACCT #220761175	OPERA HOUSE	127.47
	PUD	ACCT #200625382	SEWER LIFT STATION	136.92
	PUD	ACCT #202294336	STREET LIGHTING	148.13
	PUD	ACCT #202572327	STREET LIGHTING	154.01
	PUD	ACCT #220731285	STREET LIGHTING	161.42
	PUD	ACCT #201147253	PUMPING PLANT	163.71
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	164.97
	PUD	ACCT #203223458	PARK & RECREATION FAC	174.51
	PUD	ACCT #202030078	TRANSPORTATION	178.32
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	182.04
	PUD	ACCT #201021698	PARK & RECREATION FAC	199.92
	PUD	ACCT #201021607	PARK & RECREATION FAC	203.44
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	232.34
	PUD	ACCT #200479541	COMMUNITY CENTER	291.84
	PUD	ACCT #201247699	STREET LIGHTING	293.66
	PUD	ACCT #200084150	TRANSPORTATION	296.88
	PUD	ACCT #200070449	TRANSPORTATION	298.96
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	304.36
	PUD	ACCT #202689287	WASTE WATER TREATMENT	383.15
	PUD	ACCT #220824148	WASTE WATER TREATMENT	548.84
	PUD	ACCT #201639630	GOLF ADMINISTRATION	560.33
	PUD	ACCT #200586485	SEWER LIFT STATION	598.49
	PUD	ACCT #200303477	WATER FILTRATION PLANT	625.82
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	713.51
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,189.11
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,361.14
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,981.31
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,123.88
	PUD	ACCT #201577921	PUMPING PLANT	4,509.29
	PUD	ACCT #202075008	WASTE WATER TREATMENT	6,035.65
	PUD	ACCT #201420635	WASTE WATER TREATMENT	7,752.27
	PUD	ACCT #201721180	WASTE WATER TREATMENT	15,416.35

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128218	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
128219	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
128220	RAY ALLEN MANUFACTUR	MUZZLE CREDIT	K9 PROGRAM	-29.99
	RAY ALLEN MANUFACTUR	K-9 SUPPLIES	K9 PROGRAM	356.76
128221	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	4,400.38
	RH2 ENGINEERING INC		WATER RESERVOIRS	4,703.11
128222	RIFNER, ANGELA	INSTRUCTOR SERVICES	RECREATION SERVICES	52.50
128223	ROY ROBINSON	DIAGNOSE AND REPORT #P149	EQUIPMENT RENTAL	130.68
	ROY ROBINSON	RELAYS	ER&R	139.23
128224	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
	RUSDEN, JOHN		MUNICIPAL COURTS	925.00
128225	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	16.98
128226	SAFEWAY INC.	COFFEE/SPECIAL EVENT SUPPLIES	COMMUNITY CENTER	4.39
	SAFEWAY INC.		RECREATION SERVICES	81.37
128227	SANDERS, KRISTIN	REIMBURSE MILEAGE	EXECUTIVE ADMIN	23.44
128228	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
128229	SIX ROBBLEES INC	LOCK PINS	ER&R	31.29
128230	SJB HOLDINGS LLC	TEMP CONSTRUCTION EASEMENT	GMA - STREET	3,800.00
128231	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	149,214.00
128232	SORENSEN, STEVEN & T	UB REFUND	WATER/SEWER OPERATION	59.56
128233	SOUND PUBLISHING	LEGAL AD	GMA - STREET	604.50
128234	SOUND PUBLISHING	CALL FOR BIDS	SURFACE WATER CAPITAL	96.48
128235	SOUND PUBLISHING	ADVERTISEMENT	COMMUNITY CENTER	274.50
128236	SOUND PUBLISHING	LEGAL AD	COMMUNITY	590.01
128237	SOUND SAFETY	BOOT CREDIT-PHIPPS	SOLID WASTE OPERATIONS	-35.65
	SOUND SAFETY	BOOTS CREDIT-HAYES	GENERAL	-2.20
	SOUND SAFETY	JEANS-PHIPPS	SOLID WASTE OPERATIONS	83.41
	SOUND SAFETY	BOOTS-WOOD	GENERAL	132.73
	SOUND SAFETY	BOOTS-PHIPPS	SOLID WASTE OPERATIONS	183.74
128238	STAPLES	UTILITY CART	PROBATION	23.48
	STAPLES		MUNICIPAL COURTS	70.46
	STAPLES	OFFICE SUPPLIES	EQUIPMENT RENTAL	71.98
	STAPLES		PROBATION	240.60
	STAPLES		MUNICIPAL COURTS	721.80
128239	SUNNYSIDE NURSERY	MISC PLANTS	TRANSPORTATION	340.11
	SUNNYSIDE NURSERY		TRANSPORTATION	524.14
128240	SUPPLYWORKS	LAUNDRY PACKS	SOLID WASTE OPERATIONS	75.15
128241	TACOMA SCREW PRODUCT	HARDWARE	ER&R	175.87
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	190.61
128242	TETRA TECH INC.	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	13,023.63
128243	TOCCO, LEAH	REIMBURSE TRAINING EXPENSE	NON-DEPARTMENTAL	128.90
	TOCCO, LEAH		UTIL ADMIN	128.90
128244	TRAILER BOSS	TRAILER HITCH	POLICE PATROL	184.38
128245	TRUDEAU, DARREL	UB REFUND	WATER/SEWER OPERATION	12.75
128246	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	16.49
128247	UNITED RECYCLING	DEBRIS REMOVAL	GMA-PARKS	2,332.58
128248	USDA-APHIS-WILDLIFE	USDAAPHIS FEES	STORM DRAINAGE	3,094.53
128249	VAUGHN, JANINE	REFUND CLASS FEES	PARKS-RECREATION	80.00
128250	WALKER, JON	REIMBURSE CONFERENCE EXPENSE	LEGAL-GENL	348.74
128251	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	823.94
128252	WASHINGTON STATE UNV	PESTICIDE LICENSE-WOOD & DIAMOND	TRAINING	290.19
128253	WE DO DIRT LLC	SIDE DUMP TRUCK	ARTERIAL STREET-GENL	652.50
	WE DO DIRT LLC		ARTERIAL STREET-GENL	1,015.00
128254	WEST PAYMENT CENTER	WA COURT RULES SUBSCRIPTIONS	LEGAL - PROSECUTION	418.94
128255	WESTERN SYSTEMS	GLOBAL MAIN BROOM	STREET CLEANING	509.82

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/25/2018 TO 10/31/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
128256	WESTERN TRUCK	BRAKE VALVE CREDIT	ER&R	-235.64
	WESTERN TRUCK		ER&R	-219.03
	WESTERN TRUCK	DIAGNOSE AND REPAIR #J052	EQUIPMENT RENTAL	202.93
	WESTERN TRUCK	BRAKE VALVE	ER&R	219.03
	WESTERN TRUCK		ER&R	235.64
	WESTERN TRUCK	DIAGNOSE AND REPAIR #J031	EQUIPMENT RENTAL	340.39
	WESTERN TRUCK	BRAKE VALVES	ER&R	438.06
128257	WETLANDS & WOODLANDS	MISC TREES	STORM DRAINAGE	188.48
128258	WETZEL, JAKE	REIMBURSE CONFERENCE EXPENSE	TRAINING	38.96
128259	WHATCOM COUNTY	NW MINI CHAIN 3RD QTR 2018	DETENTION & CORRECTION	9,161.25
128260	WHITE CAP CONSTRUCT	CEMENT	ROADWAY MAINTENANCE	73.65
128261	WOODS, KARRIE	REFUND CLASS FEES	PARKS-RECREATION	70.00
128262	WOODS, KYLE	REIMBURSE CONFERENCE EXPENSE	ENGR-GENL	128.00
128263	WU, THOMAS	INTERPRETER SERVICES	COURTS	150.00
128264	YORIO, RALPH & SUE	UB REFUND	WATER/SEWER OPERATION	117.34
128265	ZEHNDER, SUE	REFUND CLASS FEES	PARKS-RECREATION	15.00
WARRANT TOTAL:				<u>1,935,459.04</u>
CHECK #127717 INITIATOR ERROR				(630.00)
				<u>1,934,829.04</u>

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

Index #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13th, 2018

AGENDA ITEM:	
Grant Agreement with the Department of Ecology for the Historic Downtown Green Retrofit Project	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	KC
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
2 Copies of the Grant Agreement with the Department of Ecology	
BUDGET CODE:	AMOUNT:
40250594.563000.D1803	\$250,000.00
SUMMARY:	
<p>The City of Marysville has been offered \$250,000.00 in grant funding from the Department of Ecology to complete the design of green infrastructure best management practices in the downtown area. The total project cost will be \$250,000.00. Therefore, this grant is expected to cover the cost of design in its entirety, with no required City matching funds.</p> <p>The design will provide upgrades to existing stormwater infrastructure within the downtown core, using green infrastructure principles, such as infiltration, filtration and transpiration. The project will focus on treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc and total phosphorus. The design will complement the growth management and civic improvement strategy to revitalize the downtown core.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology allowing the City to be funded \$250,000.00 in grant funding.

Agreement No. WQSWPC-2016-MaryPW-00018

WATER QUALITY STORMWATER PRE-CONSTRUCTION GRANTS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Marysville - Public Works Department, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Historic Downtown Green Retrofit
Total Cost:	\$250,000.00
Total Eligible Cost:	\$250,000.00
Ecology Share:	\$250,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	06/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Stormwater Green Retrofit Pre-Construction Planning and Design

Project Short Description:

This project will improve water quality in the Ebey Slough, a tributary to the Snohomish River, through the design of green infrastructure best management practices in the downtown area of the City of Marysville. This project will focus on treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus.

Project Long Description:

Downtown Marysville spans approximately 150 acres of developed land, including approximately 16 acres of residential impervious surface, 56 acres of commercial impervious area, and 64 acres of right-of-way. These surfaces currently discharge mostly untreated stormwater through a straight piped basin system directly to Ebey Slough, a tributary of the Snohomish River. This area is ideal for a green retrofit due to its proximity to an impaired waterway, its ideal soil conditions, and its wide rights-of-way.

The RECIPIENT will design the Historic Downtown Green Retrofit Project to provide water quality treatment

Agreement No: WQSWPC-2016-MaryPW-00018
Project Title: Historic Downtown Green Retrofit
Recipient Name: City of Marysville - Public Works Department

to stormwater runoff from the existing roadways and surrounding impervious areas. This design will provide upgrades for existing stormwater infrastructure within the historic downtown core, using green infrastructure principals, such as infiltration, filtration and transpiration.

The project is also part of the RECIPIENT's larger growth management and civic improvement strategy to revitalize its downtown. The Comprehensive Plan identifies a need to "revitalize the downtown and downtown waterfront as a key to the image and identity, tourism, and recreation potential of the Marysville community."

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Marysville - Public Works Department

Federal Tax ID: 91-6001459

DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
 Marysville, WA 98270

Physical Address: 80 Columbia Ave.
 Marysville, Washington 98270

Contacts

<p>Project Manager</p>	<p>Adam Benton Project Engineer</p> <p>80 Columbia Avenue Marysville, Washington 98270 Email: abenton@marysvillewa.gov Phone: (360) 363-8283</p>
<p>Billing Contact</p>	<p>Suzanne Soule Financial Analyst</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: ssoule@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Authorized Signatory</p>	<p>Kari N Chennault Assistant Public Works Director</p> <p>80 Columbia Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Cleo Neculae 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: cnec461@ecy.wa.gov Phone: (425) 649-7216
Financial Manager	Frances Carver PO Box 47600 Olympia, Washington 98504-7600 Email: fcar461@ecy.wa.gov Phone: (360) 407-6564
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville - Public Works Department

By: _____

By: _____

Heather R. Bartlett Date

Kari N Chennault Date

Water Quality
Program Manager

Assistant Public Works Director

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWPC-2016-MaryPW-00018
Project Title: Historic Downtown Green Retrofit
Recipient Name: City of Marysville - Public Works Department

Jon Nehring

Mayor

Date

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Suzanne Soule

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$245,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Adam Benton

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and submit one digital copy to ECOLOGY project manager.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG160668

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Green Retrofit Incentive Funding Type: Grant
 Funding Effective Date: 06/01/2018 Funding Expiration Date: 06/30/2021

Funding Source:

Title: SFAP-2018 (Pre-Construction Grants: 2018)
 Type: State
 Funding Source %: 100%
 Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 245,000.00

Total: \$ 250,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP Green Retrofit Incentive	0.00 %	\$ 0.00	\$ 250,000.00	\$ 250,000.00
Total		\$ 0.00	\$ 250,000.00	\$ 250,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project

Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document

when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the

registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager. To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>, For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization’s information in the System for Award Management (SAM),

<https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement. Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this

Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et

seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan

and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

Agreement No: WQSWPC-2016-MaryPW-00018
Project Title: Historic Downtown Green Retrofit
Recipient Name: City of Marysville - Public Works Department

You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

Agreement No: WQSWPC-2016-MaryPW-00018
Project Title: Historic Downtown Green Retrofit
Recipient Name: City of Marysville - Public Works Department

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: WQSWPC-2016-MaryPW-00018
Project Title: Historic Downtown Green Retrofit
Recipient Name: City of Marysville - Public Works Department

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2018

AGENDA ITEM:	
Fourth of July Committee Recommendation	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Site Plan	
BUDGET CODE:	AMOUNT:
SUMMARY:	

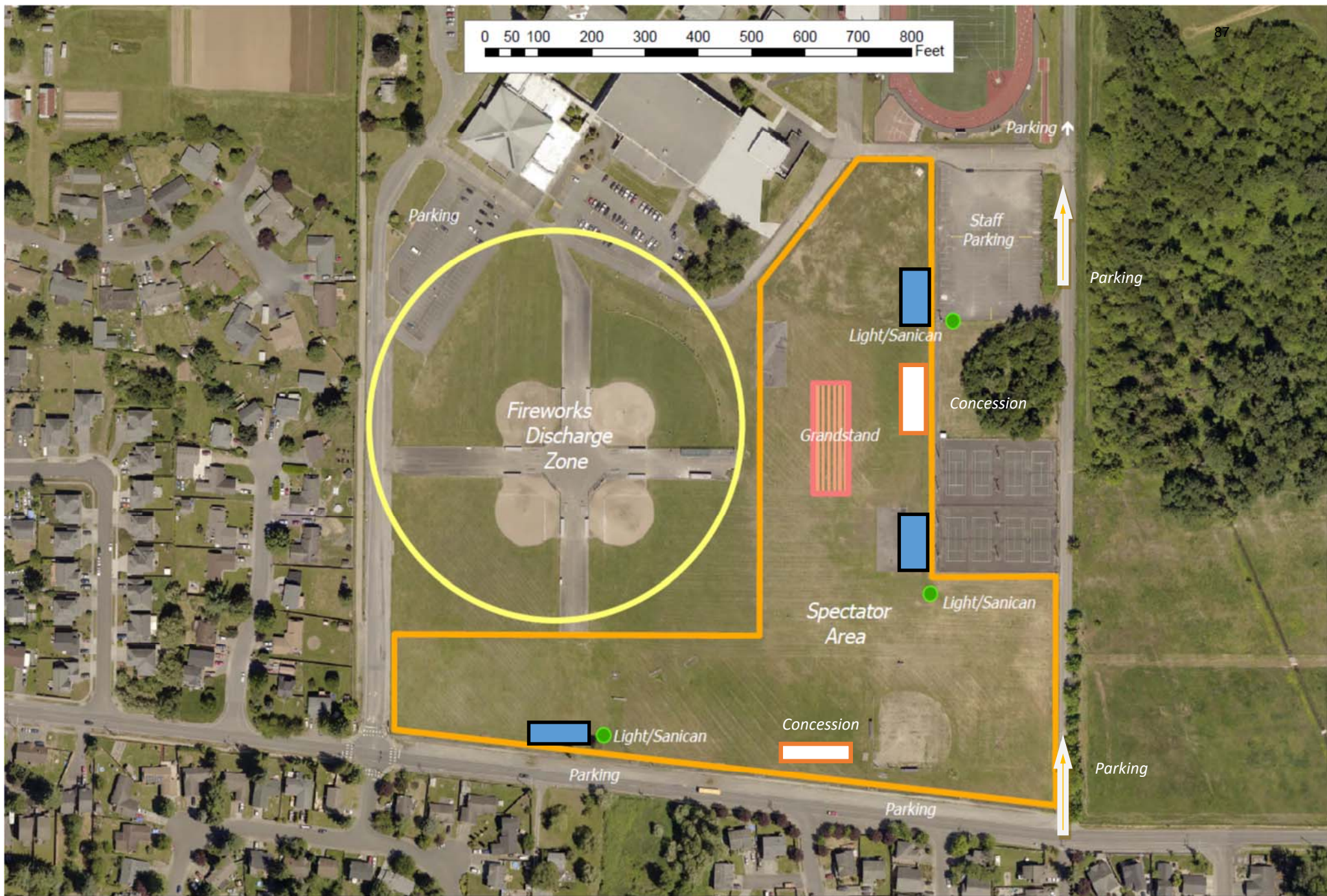
In an effort to provide an alternative to personal use of fireworks, the City is proposing to host a community event on the 4th of July 2019. The City formed a Fourth of July Committee that has met on several occasions exploring multiple scenarios and options for an event, which included a community survey. Based on the information reviewed, the Committee has put forth a recommendation to host an event on the 4th of July that will feature music, fireworks, vendors and activities.

The proposed venue is the Marysville Pilchuck High School practice fields and softball four-plex. The Fourth of July Festival would be supported by city personnel, volunteers and civic organizations highlighted by a 25 minute choreographed professional fireworks display. The fireworks discharge area is the softball complex. Parking would be available on site for attendees. Staff have met with Marysville School District officials and the District will support the use of the property for the event.

Funding support for the 2019 Festival includes the professional fireworks display, facility fees and equipment rentals. Funding to cover the 2019 event is anticipated from the rollover of the 2018 Hotel Motel Award of \$15,000 and funding from the 2019 Hotel Motel Fund at a level of \$26,150 with exception of staff costs which would be absorbed by departmental budgets.

RECOMMENDED ACTION:

Staff request the City Council consider authorization of a community Fourth of July Festival as proposed, including a professional fireworks display and additional activities at Marysville Pilchuck High School in 2019.



Index #8

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2018

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: New Business	
PREPARED BY: Leah Tocco, Executive Services Coordinator	AGENDA NUMBER:	
ATTACHMENTS: 1. Hotel/Motel Committee Scoring Criteria	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee convened on October 26, 2018 to review grant applications. The committee interviewed grant applicants and then scored all proposals. Funding available through 2019 is \$168,450. The committee recommended awarding \$144,650 to the grant applicants.

The Committee recommends the following funding for projects:

Snohomish County Tourism Bureau – Snohomish County Visitor Services & Information Center	\$5,000
Marysville Getchell High School – Twilight XC Invitational	\$5,000
City of Marysville Parks Department – Opera House Strategic Marketing Plan	\$15,000
Maryfest – Marysville Strawberry Festival	\$20,000
Marysville Dog Owners Group – Poochapalooza	\$3,500
City of Marysville Parks Department – Great Girls Getaway	\$8,000
Marysville Tulalip Chamber of Commerce – 2019 Marysville Brew and Cider Fest	\$5,000
Red Curtain Foundation for the Arts – Second Half 2018-2019 Theatre Season	\$2,000
City of Marysville Public Works Department – Special Event Services	\$20,000
City of Marysville Police Department – City Wide Special Events	\$20,000
City of Marysville – Fourth of July Festival	\$26,150
City of Marysville Parks Department – Opera House Marquee	\$15,000

RECOMMENDED ACTION: Staff recommends the City Council consider approving the Hotel/Motel Grant Review Committee’s recommendation on award funding for 2019.

COUNCIL ACTION:

2018 Hotel/Motel Tax Grant Application Rating Sheet

Please complete a scoring sheet for each of the Hotel/Motel Tax Grant applications. Use the rating scale of 0-10 or 0-5 as indicated for each category. "0" is the lowest score available. There is a total of 70 points possible per rating sheet.


Organization Name:	Evaluator's Name:
---------------------------	--------------------------

Category	Definition	Points Available	Points Allocated
Project Eligibility	Applicant clearly defines the tourism project. The proposal indicates how it will increase tourism, which could include attracting and welcoming tourists; strategies to expand tourism; marketing of special events and festivals designed to attract tourists.	20	
Project Management	Applicant demonstrates the ability to successfully implement and manage the project in a timely manner, within budget, and consistent with the funding requirements	10	
Needs Assessment	Applicant objectively establishes the acuteness of the community need that the proposed project seeks to address.	10	
Budget	Project estimates and costs are reasonable and well supported or justified relative to the number of persons to be served and the services to be provided. Budget forms are accurate and thorough.	10	
Project Partnerships	Applicant demonstrates collaboration with other organizations in the community.	5	
Tourism	Applicant shows a viable estimate for how many tourists the event is estimated to generate. For strategic or marketing related grant requests (non-event based) the applicant demonstrates how the project will drive tourism through ongoing efforts.	10	
Project Scalability	Project is scalable and can be funded in part and still be viable.	5	
Proof of Non-Profit Status	Did the applicant provide evidence of their non-profit status (i.e. copy of the certificate signed by the Secretary of State for the State of Washington and/or a copy of the Federal Internal Revenue Service letter confirming 501(c)(3) status). Was a tax identification number provided on the application? NOTE: City of Marysville projects do not require proof of non-profit status.	Yes or No	

Index #9

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

CITY COUNCIL MEETING DATE: November 13, 2018

AGENDA ITEM:	
Amending Chapter 14.18 Regional Storm Water Drainage of the MMC	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Asst. Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Ordinance No. _____	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

Staff is requesting an amendment to Chapter 14.18 Regional Storm Water Drainage of the Marysville Municipal Code, specifically Section 110, Marysville area regional storm water ponds and conveyance systems. Staff is requesting an extension to the timeframe for purchasing capacity into a regional storm water facility to better align with typical development timeframes. The new language would extend the timeframe from application until building permit issuance from 240 days to 3 years (1095 days).

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the ordinance amending Chapter 14.18 of the Marysville Municipal Code.</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 14.18.110 OF THE MUNICIPAL CODE
REGARDING TIMELINES FOR PAYMENT OF FEES FOR CONNECTION TO
REGIONAL STORM WATER PONDS AND CONVEYANCE SYSTEMS.**

WHEREAS, detention and conveyance of surface and storm water is essential to public health and safety; and

WHEREAS, the City has constructed regional storm water facilities to facilitate economic development; and

WHEREAS, section 14.18.110 of the municipal code sets forth the process for connecting to and using regional storm water facilities; and

WHEREAS, the timelines in the municipal code for reserving capacity in regional storm water facilities should realistically reflect property owners' ability to plan for development on their property; and

WHEREAS, altering the timelines for reserving capacity in regional storm water facilities as set forth in this amendment to the municipal code promotes the public welfare by encouraging economic development.

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

SECTION 1. Section 14.18.110 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's error or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

EXHIBIT A

14.18.110 Marysville area regional storm water ponds and conveyance systems.

In addition to any other requirements of the Marysville Municipal Code, and in particular Chapter 14.16 MMC and this chapter, the following policies, procedures and priorities are ~~hereby~~ established for connection to and use of all Marysville area regional storm water ponds and conveyance systems which are ~~now or hereafter~~ constructed by the city of Marysville:

(1) Regional storm water ponds and conveyance systems shall only be used to receive waters from commercial or industrial development on properties bearing the zoning designations of community business, general commercial, mixed use, light industrial, or business park.

(2) Connection to and discharge into any regional storm water pond and conveyance system shall not be made until the applicant has been issued a building permit for commercial or industrial development on a property bearing one or more of the zoning designations referenced in subsection (1) of this section.

(3) All regional storm water ponds and conveyance systems have ~~a~~ limited capacity. Acceptance of an application and discharge into the system shall be contingent upon available capacity. Applications ~~shall~~ will be given priority by the city based ~~upon~~ the date the initial deposit has been received as referenced in subsection (5) of this section ~~by the city~~.

(4) A fee for connection to all regional storm water ~~drainage ponds and conveyance~~ facilities ~~shall~~ will be established by the city engineer. ~~Said This~~ fee ~~shall~~ will be determined by calculating the total cost of the detention facility and dividing ~~said the total~~ cost by the cubic feet of as-built capacity. Total cost shall include land acquisition, design, construction, construction management, city staff overhead, and environmental/ecological mitigation.

(5) ~~The owner of a property. All properties qualifying to connect to a regional storm water drainage. applying to connect to a storm water pond and conveyance~~ facility shall pay a nonrefundable ~~10 percent~~ deposit ~~for of ten percent of~~ the connection fee at the time of application. city receipt of an application for connection to the regional storm water facility following the effective date of the ordinance codified in this section. Said The application ~~shall~~ must describe the property to be served by the regional storm water facility, the proposed development, and the storage volume requested. ~~An additional 10 percent refundable deposit shall be paid at the time of city receipt of any building permit application on the described property, which must be within 120 days of the city receipt of the approved regional pond application or right to capacity within the storm water drainage facility shall be forfeited.~~ The balance of the fee shall be paid at the time of issuance of the first


building permit for the property to be served. ~~The right to capacity will be forfeited if the first building permit is not issued within three years of the city's receipt of the ten percent connection fee deposit. If a building permit has not been issued within 120 days of the city receipt of a building permit application the right to capacity within the storm water drainage facility shall be forfeited.~~ The city may grant a time extension of up to ~~120~~365 days for a building permit if substantial progress has been made by the applicant to complete design and construction plans to receive permit approval.

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 12, 2018

AGENDA ITEM: Rezone from R-18 to R-MHP to allow a 10 unit expansion of the La Tierra MHP	AGENDA SECTION:	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY: 	
ATTACHMENT: 1. Draft Ordinance affirming rezone 2. Hearing Examiner Recommendation to City Council 3. Hearing Examiner Reconsideration Recommendation to City Council 4. MMC 22G.010.440(1)a-d 5. MHP expansion site plan 6. Legal Description 7. Vicinity Map	MAYOR	CAO
	AMOUNT:	

DESCRIPTION:

CMMW Group, LLC submitted an application proposing project action, requesting a rezone of approximately 1.96 acres of property from Medium Density, Multi-Family (R-18) to Residential-Mobile Home Park Overlay Zone (R-MHP). The property proposed for rezone is located at 4424 84th St NE, directly abutting La Tierra MHP. The applicant is proposing to construct a 10-unit expansion of the La Tierra MHP upon granting of a favorable decision on the rezone. There were two (2) persons from the general public who spoke in favor of the rezone. No opposition has been received from the general public.

The Hearing Examiner held a public hearing on the rezone application on July 24, 2018 with a recommendation of denial after a finding the four rezone criteria under MMC 22G.010.440(1)a-d had not been met.

The Hearing Examiner upon reconsideration of the matter including review of supplemental responses submitted by the applicant and city staff and the rezone criteria mentioned above recommends approval of the rezone subject to one (1) condition.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the Hearing Examiner’s recommendation to allow the rezoning of 4424 84th Street NE from R-18 to R-MHP Overlay Zone and allow the 10 unit expansion of the La Tierra MHP.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, AFFIRMING THE DECISION OF THE HEARING EXAMINER, REZONING APPROXIMATELY 1.96-ACRES OF LAND LOCATED AT 4424 84TH ST NE AND DIRECTLY ABBUTTING LA TIERRA MOBILE HOME PARK FROM R-18 TO R-MHP, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY

WHEREAS, the CMMW Group, LLC own approximately 1.96-acres abutting the 4424 84th St NE, said property being legally described in **Exhibit A** attached hereto; and

WHEREAS, the CMMW Group, LLC submitted an application to the City of Marysville requesting a site specific, project action zone reclassification of approximately 1.96 acres from R-18 (multi-family, medium density) to R-MHP (residential mobile home park overlay zone); and

WHEREAS, the City of Marysville Hearing Examiner held a public hearing on said rezone application on July 24th and adopted Findings, Conclusions and Recommendation of denial because each of the 4 rezone criteria for a rezone under MMC 22G.010.440(1)a-d had not been met, set forth in the attached **Exhibit B**; and.

WHEREAS, the City of Marysville Hearing Examiner upon reconsideration of the matter including review of supplemental responses submitted by the CMMW Group, LLC and staff to rezone criteria MMC 22G.010.440(1)a and c, the Hearing Examiner recommends the City Council approve the rezone from R-18 to R-MHP subject to one (1), as set forth in the attached **Exhibit C**; and

WHEREAS, the Marysville City Council held a public meeting on said rezone on November 10, 2018 and concurred with the Findings, Conclusions and Recommendation of the Hearing Examiner as established in **Exhibit C**;

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

Section 1. The Findings, Conclusions and Recommendation of the Hearing Examiner, as set forth in the attached **Exhibit C**, are hereby approved and adopted by this reference, and the City Council hereby finds as follows:

- (1) The rezone is consistent with the purposes of the comprehensive plan;
- (2) The rezone is consistent with the purpose of Title 19 MMC;
- (3) There have been significant changes in the circumstances to warrant a rezone;
- (4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the rezone.

Section 2. The property described in the attached **Exhibit A** is hereby rezoned from R-18 (multi-family, medium density) to R-MHP (residential – mobile home park overlay zone).

Section 3. The zoning classification for the property described in **Exhibit A** shall be perpetually conditioned upon strict compliance with each of the conditions set forth in the Findings, Conclusions and Recommendation of the Hearing Examiner. Violation of any of the conditions of said decision may result in reversion of the property to the previous zoning classification and/or may result in enforcement action being brought by the City of Marysville.

Section 4. The official zoning map of the City of Marysville is hereby amended to reflect the reclassification of the property described in **Exhibit A**.

Section 5. This decision shall be final and conclusive with the right of appeal by any aggrieved party to Superior Court of Snohomish County by filing a Land Use Petition pursuant to the Land Use Petition Act within twenty-one (21) days after passage of this ordinance.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2018.

CITY OF MARYSVILLE

By: _____
John Nehring, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
Jon Walker, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____

Exhibit B

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Recommendation

APPLICANT: CMMW Group, LLC

CASE NO.: PA 18-010, La Tierra Rezone

LOCATION: 4424 84th St NE
Marysville, WA 98270

APPLICATION: Application by CMMW Group, LLC for a **REZONE** from R-18 to R-MHP (manufactured home park overlay zone) to allow construction of 10-unit expansion of an existing manufactured home park (MHP) onto an adjacent property.

SUMMARY OF Recommendation

Staff Recommendation: Hearing Examiner forward a recommendation of **Approval** the rezone overlay from R-18 to R-MHP, to the City Council for consideration subject to one condition.

Hearing Examiner Decision: Recommend to the City Council that the applicant's request for a rezone overlay from R-18 to R-MHP, not be approved, because each of the 4 criteria for a rezone in MMC 22G.010.440(1)a-d have not been met.

PUBLIC HEARING OVERVIEW

After reviewing the official public record file (Exhibits 1-38), that included the Marysville Community Development Department Staff Recommendation (Exhibit 38), and after visiting and viewing the site, the Hearing Examiner conducted a public hearing on the Rezone request. The hearing was opened at 7:00 p.m., July 25, 2018, in the City Council Chambers, Marysville, Washington. The hearing was not closed that evening but rather extended to allow the staff to draft a response to rezone criteria MMC 22G.010.440(1)c. that had inadvertently been omitted from the staff report. The hearing was closed on July 26 upon the hearing examiner's receipt of the staff response. Participants who provided testimony at the public hearing included a representative of the city of Marysville Community Development Department, and a representative of the applicant, Ken Olsen. Two residents of the adjacent La Tierra mobile home park; Dawn Everett and Karen Buskager also provided testimony. They are listed below as parties of record and noted in the minutes of the hearing. All participants in the public hearing

affirmed to be truthful in their testimony. A verbatim recording of the hearing and summary minutes may be obtained from the Community Development Department. A list of exhibits offered and entered into the record at the hearing are attached at the end of this report.

Application for a REZONE is provided for in MMC 22G.010.440 (1). The proposed rezone must be consistent with the Comprehensive Plan and with applicable functional plans. There are four (4) criteria that must be met for the Hearing Examiner to recommend approval of a rezone. These are documented in Section A (Findings) of this report.

PUBLIC HEARING TESTIMONY

The Hearing Examiner began the proceedings by noting for the record that the issue to be addressed was the application for a REZONE from R-18 to R-MHP. This change would allow for the construction of a 10-unit expansion of an existing mobile home park (La Tierra) to the subject adjacent property (1.96 acres on which currently exists a single-family dwelling).

Testimony was provided by the city of Marysville Community Development Department staff (Cheryl Dungan, Senior Planner), a representatives of the applicant (Ken Olsen), as well as two residents of the adjacent La Tierra mobile home park, Dawn Everett and Karen Buskager.

City of Marysville, Community Development Department Testimony

Cheryl Dungan, Senior Planner noted that the rezone proposal would allow for a 10-unit expansion of the adjacent La Tierra mobile home park. Ms. Dungan noted that one comment letter expressed a number of concerns; not with the rezone itself, but with the potential adverse impacts of development on the subject site, including disrupting wildlife habitat, damaging trees, and extending sewer and water infrastructure. Staff recommends the hearing examiner forward a recommendation of approval to the City Council, subject to one condition related to measures that should be taken to protect trees along the eastern edge of the site.

In response to a question from the hearing examiner, Ms. Dungan noted that all of the conditions for approval of a rezone were not addressed in the staff report, and she concurred with the hearing examiner's proposal that the hearing be kept open to allow for the submittal of a response to criterion MMC 22G.010.440 (1)c.

Applicant Testimony

Ken Olsen, who was representing the applicant, described a good working relationship with the city staff. All concerns have been addressed and he is encouraged by the opportunity to create additional affordable housing through this rezone.

PUBLIC TESTIMONY

Two members of the public who were both neighboring residents in the La Tierra mobility home park provided testimony.

Dawn Everett expressed that she has reviewed the plans for expanding the mobile home park and that they look reasonable to her. One benefit of redevelopment would be the elimination of attractive nuisances on the adjacent parcel.

Karen Buskager concurred with her neighbor Ms. Everett. There have been problems with the unkempt property next door, including people living in out-buildings.

WRITTEN COMMENTS

None submitted for the record.

ADJOURNMENT

The Hearing Examiner kept open the hearing until the receipt of the staff response to MMC 22G.010.440 (1).c, which occurred on July 26, 2018 at 3:04 PM, at which time the hearing was closed.

FINDINGS, CONCLUSIONS AND RECOMMENDATION

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS

1. The information contained in the Community Development Department Staff Recommendation (Exhibit 38 as amended by the addition of the staff response to rezone criteria MMC 22G.010.440 (1)c is found by the Hearing Examiner to be complete and supported by the evidence presented during the hearing and is by this reference adopted as portion of the Hearing Examiner's findings and conclusions. A copy of the Staff Recommendation is available through the Marysville Community Development Department.
2. The minutes of the hearing are an accurate summary of the testimony offered at the hearing and are by this reference entered into the official public record.
3. To make a recommendation of approval, the Hearing Examiner is required to find that the proposal is consistent with the Comprehensive Plan and applicable functional plans, and that it complies with each of the 4 criteria articulated in MMC 22G.010.440(1)a-d.

Evidence was presented that the rezone proposal and the development potential that would be created is consistent with the Comprehensive Plan, and with applicable functional plans. The Hearing Examiner finds that the public record does not support approval of the REZONE, because exhibits and testimony presented for the record do not adequately address each of the criteria in MMC 22G.010.440(1)a-d, as documented below in the applicant and staff responses and hearing examiner findings.

a. There is a demonstrated need for additional zoning as the type proposed;

Applicant response: With the rapid increase in home prices in Central Puget Sound during the last decade, there has been an equally large increase in the pressure to develop affordable housing. This market sector is still lagging significantly behind demand. La Tierra park, to which this project will be added is currently sold out and has a considerable waiting list of willing buyers. We are told by leaders in the MH Industry that they cannot find enough projects in which to place homes to meet their current demand. We are told that we should expect to sell out our 10 proposed units within a few months of making the project available.

Staff Comment: The Housing Consortium of Everett and Snohomish County's report found we have 3,297 Senior (55+) affordable units, 677 Elderly (62+), and 639 Frail Elderly (62+ and disabled or 75+) in Snohomish County.

Match this up with American Communities Survey Table S0102 and you see that, in the case of Marysville approximately 23% of the age 60+ population renting (~1500 people) while 52% of these senior renter households (~800) spend more than 30% of their income on rent. Applying the same calculation to Snohomish County's population, we have ~10,800 senior households in the County paying more than 30% of their income (fixed or otherwise) to rent every month. This clearly exceeds the available supply of affordable senior housing in Snohomish County and Marysville.

Hearing Examiner Finding: The existing zoning is R-18. This zoning designation would potentially allow for a greater number multifamily dwelling units on the subject site than the 10 mobile home spaces that are proposed on the 1.96-acre site under the R-MHP zoning. It is not clear that the proposed zoning will create the opportunity for housing that is affordable to any of the age groups or income brackets described in the staff comment. No such restrictions, covenants or expectations are included as conditions for the rezone approval. The zoning would, however, provide for 10 mobile home sites, which may be in short supply in Marysville according to evidence presented. The applicant makes a tangential case at best between the request for the R-MHP zoning and the criterion that requires a *demonstrated need for additional zoning as the*

type proposed. The staff response cites statistics that document the state of housing affordability in Marysville and Snohomish County. These statistics present a sobering picture of the challenge many residents face – especially senior residents – in finding affordable housing. Clearly, the evidence in the record documents that the supply of affordable housing is limited and is in high demand. However, it cannot be known from the public record regarding this rezone request that the housing that would be provided under the proposed R-MHP zoning would be any more affordable than the housing that could be provided under the existing R-18 zoning. It appears that the supply of housing units under R-MFH would be less than the number of housing units theoretically possible under the existing R-18 zoning. The hearing examiner finds no evidence in the record that the proposed rezone to R-MHP would provide additional supply of land of a type that is in demand or that such zoned land would produce more affordable housing units than the multifamily housing that could be developed under the existing R-18 zoning. This criterion, therefore, is not met.

b. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;

Applicant Response: The Pinewood district is specifically identified to support a mix of higher residential developments including MHPs. The underlying zoning of R-18 supports both attached and detached residential products including densities up to 18 units per acre in apartments and condominiums. The proposed project will be an addition to an existing MHP, La Tierra, which lies directly to the east and under the same ownership. It is surrounded by compatible residential uses of a similar scale and scope. To the west lies a residential district with a mix of single-family, multi-family and residential care facilities. To the north lies more single and multi-family development and residential care facilities. To the south are additional multi-family developments as well as commercial properties.

Increasing market pressures are forcing single family areas to transition to higher densities in order to respond to affordability issues. This property is one of the last few single-family homes on a 2-acre parcel in the neighborhood. The value of the land has exceeded the value of the improvement by a considerable extent, calling into question its viability in its current use. Further, during the last several decades, the surrounding properties have almost all transitioned to high density uses including MHPs. The change in classification from R18 to R-MHP overall constitutes only the most minor change, not one of the use type and density, but only a product type

Hearing Examiner Finding: Concur that the potential mobile home park development under the proposed R-MHP zoning would likely be compatible with the uses and zoning of the surrounding properties, and thus, finds that this rezone criterion is met.

c. There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification;

Applicant's Response: None

Staff Comment: According to the Washington State Finance Commission (WSFC), manufactured housing communities (MHC) known by many as mobile home parks, are one of the largest sources of subsidized housing in Washington State. Manufactured homes provide affordable housing for about 500,000 people, or approximately 8% of state residents, many of them elderly. However, MHCs are closing at an alarming rate. According to the Washington State Finance Commission, since the beginning of 2007, 59 communities have closed in Washington State resulting in a loss of over 1,900 spaces (including the loss of 231 spaces in 2007 due to 2 park closures in Marysville). This trend is likely to continue, due to an expanding economy and the increase in both land values.

Marysville currently has 13 MHPs within the current city limits which contain 1,130 rental spaces. Of those 13 parks, 5 parks (703 rental spaces) were rezoned to the R-MHP overlay zone, including La Tierra. This was purposely done in 2010 to add a layer of protection to MHPs located in residential zones and retain an affordable housing option to citizens. The remaining 8 parks (427 rental spaces) are all considered legal non-conforming uses. It is anticipated these parks will convert to uses other than MHPs due to development pressures in commercial and industrial zones as the population grows.

Because of the changing conditions listed above, it's important that residential MHPs continue to expand or new MHPs be allowed to developed to preserve a valuable affordable housing opportunity in Marysville.

Hearing Examiner Finding: Staff presents a picture of a diminishing resource – mobile home parks – in the context of the city of Marysville. While compelling, the statistics cited fail to specifically address this rezone criterion. To warrant a change in classification, the applicant or staff must demonstrate that there has been a significant change in circumstances *on the subject site or on surrounding properties* (emphasis added) that has occurred in the time since the existing zoning for the site was adopted. Evidence of specific changed circumstances of the property to be rezoned is not provided in the exhibits or testimony on the public record, therefore the hearing examiner finds that this rezone criterion is not met.

Further, MMC 22A.030.050(1)(c) states that the R-MHP zone is assigned to *existing* (emphasis added) mobile home parks within residential zones. The subject site is not an existing mobile home park and may not be eligible for the requested R-MHP zone. The hearing examiner is not familiar with the legislative intent behind this code provision, or if there are other overriding provisions that support this proposal. Staff may wish to clarify when this matter is before the City Council.

d. The property is practically and physically suited for the uses allowed in the proposed zone reclassification

Applicant Response: The property adjoins an existing MHP, and will share in that project's infrastructure and access routes. The property itself is absolutely flat and unencumbered by any critical areas or other natural features. The soil and stormwater conditions are supportive of this type of development, and it is within the service areas of all relevant utilities and services. The property is highly compatible with the proposed development.

Hearing Examiner Finding: Concur. This rezone criterion is met.

B. CONCLUSIONS

The Hearing Examiner concludes that the applicant has not fully demonstrated that the proposed REZONE complies with each of the applicable criteria defined in the Marysville Municipal Code, **MMC 22G.010.440(1)(a-d)**. Specifically, criteria "a" and "c" are not met.

C. RECOMMENDATION

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner recommends that the proposed rezone not be approved. MMC 22A.010.090(5).c provides for the hearing examiner to advise the City Council on site-specific rezones. MMC 22A.010.090(3)c provides for the Council to act on the hearing examiner's advice on such rezones. Additional information may be provided to the City Council in support of the proposal.

Dated this 7th day of August, 2018.


Kevin D. McDonald, AICP

Hearing Examiner

EXHIBITS

The following exhibits were offered and entered into the record:

1. Receipt, 03.07.18
2. Land Use Application, 03.07.18
3. Site Plan Review Checklist, 03.07.18
4. Transmittal
5. Letter of Application, 03.07.18
6. Legal Description, 03.07.18
7. Chicago Title, title report, 03.07.18
8. Written response to Design Standards, 03.07.18
9. Written response to Rezone Criteria, 03.07.18
10. La Tierra Rules & Regulations, 03.08.17
11. GTC- Traffic analysis / trip generation report, 03.07.17
12. Environmental Checklist, 03.07.17
13. 11 x 17 Preliminary Site Plan, 03.07.17
14. 11 x 17 Landscape Plan, 03.07.17
15. Stormwater Site Plan, 03.07.17
16. 24 x 36 Preliminary Site Plan, 03.07.17
17. 24 x 36 Landscape Plan, 03.07.17
18. RFR Checklist
19. Affidavit of Posting- NOA
20. Affidavit of Publication- NOA
21. 1st Technical Review, 03.30.18
22. Evans & Assoc., Transmittal sheet, 05.15.18
23. Evans & Assoc.- Response to Tech review, 05.15.18
24. Stormwater Site Plan, -5.15.18
25. 24 x 36 Site Plan, 05.15.18
26. 11 x 17 Site Plan, 05.15.18
27. 24 x 36 Landscape Plan, 05.15.18
28. 11 x 17 Landscape Plan, 05.15.18
29. RFR Checklist
30. City- email, 05.29.18
31. 2nd Technical Review, 05.30.18
32. MDNS w/ Environmental Checklist
33. MDNS routed email, 07.05.18
34. Notice of MDNS
35. Affidavit of Posting- MDNS
36. Affidavit of Posting- NOH
37. Email- Citizen concerns, 07.16.18
38. Staff Recommendation

Hearing Examiner Recommendation

Case No.: PA 18-010

Page 9

PARTIES of RECORD

Cheryl Dungan City of Marysville Community Development Department 80 Columbia Avenue Marysville, WA 98270	Ken Olsen PO Box 906 LaConner, WA 98257
Dawn Everett 4401 80 th St NE # 41 Marysville, WA 98270	Mike Warden 1116 Olympic Avenue Edmonds, WA 98020
Karen Buskeger La Tierra (Complete address not available)	

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Recommendation

APPLICANT: CMMW Group, LLC

CASE NO.: PA 18-010, La Tierra Rezone

LOCATION: 4424 84th St NE
Marysville, WA 98270

APPLICATION: Application by CMMW Group, LLC for a **REZONE** from R-18 to R-MHP (manufactured home park overlay zone) to allow construction of 10-unit expansion of an existing manufactured home park (MHP) onto an adjacent property.

SUMMARY OF RECOMMENDATION

Staff Recommendation: Hearing Examiner forward a recommendation of **Approval** the rezone overlay from R-18 to R-MHP, to the City Council for consideration **subject to one condition**.

Upon receipt of the Hearing Examiner’s recommendation of denial of the rezone request (August 7, 2018) staff requested a reconsideration and provided supplemental responses to Rezone criteria MMC 22G.010.440(1)a and c. Staff recommends the Hearing Examiner forward a recommendation of Approval to the City Council.

Hearing Examiner Decision: Initial recommendation to the City Council that the applicant’s request for a rezone overlay from R-18 to R-MHP, not be approved, because each of the 4 criteria for a rezone in MMC 22G.010.440(1)a-d have not been met.

Upon reconsideration of the matter including a review of supplemental responses submitted by the applicant and staff to rezone criteria MMC 22G.010.440(1)a and c, the Hearing Examiner recommends to the City Council that the requested rezone from R-18 to R-MHP be **Approved, subject to one condition**.

PUBLIC HEARING OVERVIEW

After reviewing the official public record file (Exhibits 1-38), that included the Marysville Community Development Department Staff Recommendation (Exhibit 38), and after visiting and viewing the site, the Hearing Examiner conducted a public hearing on the Rezone request. The hearing was opened at 7:00 p.m., July 25, 2018, in the City Council Chambers, Marysville, Washington. The hearing was not closed that evening but rather extended to allow the staff to draft a response to rezone criteria MMC 22G.010.440(1)c. that had inadvertently been omitted from the staff report. The hearing was closed on July 26 upon the hearing examiner's receipt of the staff response. Participants who provided testimony at the public hearing included a representative of the city of Marysville Community Development Department, and a representative of the applicant, Ken Olsen. Two residents of the adjacent La Tierra mobile home park; Dawn Everett and Karen Buskager also provided testimony. They are listed below as parties of record and noted in the minutes of the hearing. All participants in the public hearing affirmed to be truthful in their testimony. A verbatim recording of the hearing and summary minutes may be obtained from the Community Development Department. A list of exhibits offered and entered into the record at the hearing are attached at the end of this report.

Application for a REZONE is provided for in MMC 22G.010.440 (1). The proposed rezone must be consistent with the Comprehensive Plan and with applicable functional plans. There are four (4) criteria that must be met for the Hearing Examiner to recommend approval of a rezone. These are documented in Section A (Findings) of this report.

Reconsideration

On August 7, 2018, upon receipt of the Hearing Examiner's recommendation of denial of the rezone request, staff requested the Hearing Examiner reconsider the recommendation. The Hearing Examiner welcomed the opportunity to consider supplemental responses to the rezone criteria, particularly MMC 22G.010.440 (1)a and c, (See Attachments 1 and 2 for the e-mail record of the correspondence). In accordance with MMC 22G.010.190 (cited below), on August 20, 2018 the applicant and staff provided supplemental responses as requested to rezone criteria MMC 22G.010.440 (1)a and c. Responses are embedded in the Findings section. This additional submittal is in accordance with the provisions for reconsideration in that material factual issues had been omitted from the original application materials and staff recommendation. Supplemental responses and the Hearing Examiner findings with respect to the supplemental responses are in the Findings, Conclusions and Recommendations Section of this report.

22G.010.190 Reconsideration.

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within 14 days of the final written decision. The request shall comply with MMC 22G.010.550(3). The examiner shall consider the request within seven days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and re-issue his or her decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

PUBLIC HEARING TESTIMONY

The Hearing Examiner began the proceedings by noting for the record that the issue to be addressed was the application for a REZONE from R-18 to R-MHP. This change would allow for the construction of a 10-unit expansion of an existing mobile home park (La Tierra) to the subject adjacent property (1.96 acres on which currently exists a single-family dwelling).

Testimony was provided by the city of Marysville Community Development Department staff (Cheryl Dungan, Senior Planner), a representatives of the applicant (Ken Olsen), as well as two residents of the adjacent La Tierra mobile home park, Dawn Everett and Karen Buskager.

City of Marysville, Community Development Department Testimony

Cheryl Dungan, Senior Planner noted that the rezone proposal would allow for a 10-unit expansion of the adjacent La Tierra mobile home park. Ms. Dungan noted that one comment letter expressed a number of concerns; not with the rezone itself, but with the potential adverse impacts of development on the subject site, including disrupting wildlife habitat, damaging trees, and extending sewer and water infrastructure. Staff recommends the hearing examiner forward a recommendation of approval to the City Council, subject to one condition related to measures that should be taken to protect trees along the eastern edge of the site.

In response to a question from the hearing examiner, Ms. Dungan noted that all of the conditions for approval of a rezone were not addressed in the staff report, and she concurred with the hearing examiner's proposal that the hearing be kept open to allow for the submittal of a response to criterion MMC 22G.010.440 (1)c.

Applicant Testimony

Ken Olsen, who was representing the applicant, described a good working relationship with the city staff. All concerns have been addressed and he is encouraged by the opportunity to create additional affordable housing through this rezone.

PUBLIC TESTIMONY

Two members of the public who were both neighboring residents in the La Tierra mobility home park provided testimony.

Dawn Everett expressed that she has reviewed the plans for expanding the mobile home park and that they look reasonable to her. One benefit of redevelopment would be the elimination of attractive nuisances on the adjacent parcel.

Karen Buskager concurred with her neighbor Ms. Everett. There have been problems with the unkempt property next door, including people living in out-buildings.

WRITTEN COMMENTS

None submitted for the record during the public hearing.

1. Supplemental #1. Upon request of the Hearing Examiner at the public hearing, staff provided supplemental responses to rezone criteria MMC 22G.010.440(1) a and c on July 26, 2018.
2. Supplemental #2. To support the staff request for reconsideration of the Hearing Examiner's initial recommendation of denial issued on August 20, 2018, the applicant and staff submitted supplemental responses to rezone criteria MMC 22G.010.440(1)a and c.

ADJOURNMENT

The Hearing Examiner kept open the hearing until the receipt of the staff response to MMC 22G.010.440 (1)c, which occurred on July 26, 2018 at 3:04 PM, at which time the hearing was closed.

RECONSIDERATION

On August 7, 2018, staff requested the Hearing Examiner reconsider the initial recommendation of denial, and on August 20, 2018, to support the reconsideration request, the applicant and staff provided the requested supplemental responses to rezone criteria MMC 22G.010.440(1)a and c.

FINDINGS, CONCLUSIONS AND RECOMMENDATION

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS

1. The information contained in the Community Development Department Staff Recommendation (Exhibit 38 as amended by the addition of the staff response to rezone criteria MMC 22G.010.440 (1)c is found by the Hearing Examiner to be complete and supported by the evidence presented during the hearing and is by this reference adopted as portion of the Hearing Examiner's findings and conclusions. A copy of the Staff Recommendation is available through the Marysville Community Development Department.
2. The minutes of the hearing are an accurate summary of the testimony offered at the hearing and are by this reference entered into the official public record.
3. To make a recommendation of approval, the Hearing Examiner is required to find that the proposal is consistent with the Comprehensive Plan and applicable functional plans, and that it complies with each of the 4 criteria articulated in MMC 22G.010.440(1)a-d. Evidence was presented that the rezone proposal and the development potential that would be created is consistent with the Comprehensive Plan, and with applicable functional plans. The Hearing Examiner's initial finding was that the public record did not support approval of the rezone, because exhibits and testimony presented for the record did not adequately address each of the criteria in MMC 22G.010.440(1)a-d. The Hearing Examiner found that the evidence presented in response to rezone criteria a and c did not support approval. In reconsideration of the supplemental material provided by the applicant and staff on August 20, 2018, the Hearing Examiner finds that each of the criteria for a rezone are met, as documented below in the applicant and staff responses and hearing examiner findings.

a. There is a demonstrated need for additional zoning as the type proposed;

Applicant Initial Response: With the rapid increase in home prices in Central Puget Sound during the last decade, there has been an equally large increase in the pressure to develop affordable housing. This market sector is still lagging significantly behind demand. La Tierra park, to which this project will be added is currently sold out and has a considerable waiting list of willing buyers. We are told by leaders in the MH Industry that they cannot find enough projects in which to place homes to meet their current demand. We are told that we should expect to sell out our 10 proposed units within a few months of making the project available.

Further Applicant Response for Hearing Examiner Reconsideration

1. The Hearing Examiner finds that this criterion is NOT MET. The Examiner states that it cannot be known from the record that the housing that would be provided under this rezone would be any more affordable than the housing that could be provided under the existing R-18 zoning. The current cost of site-built wood-frame construction in the Marysville area is between \$150 and \$200 per square foot. The cost of a Manufactured Home of equal quality (2x6 wall technology, Energy code compliant, similar finishes, furnishings and equipment) is currently \$85 per square foot. Further, since the buyer of a Manufactured Home is not buying the land upon which the unit is built, the cost of land acquisition and development is not transferred to the home price, rather it is recouped as rent by the developer over a much longer timeframe. This again reduces the cost of the delivered housing unit. These cost saving would be transferred directly to buyers, indicating a savings of 50% or more per square foot of housing provided by this rezone proposal.

2. The Hearing Examiner states that the supply of housing under the proposed rezone would be less than the number of units THEORETICALLY possible under the existing R-18 zoning. Adjacent multifamily developments in the R-18 zone were analyzed early in the process of evaluating this project. It was found that the adjoining development "Westover Village Apartments" only achieves a density of 11 units per acre in the R-18 zone, a site efficiency factor of 61%. This is also the case at "Marysville Quilceda Meadows" just to the east of the proposed project. It is typical that development does not reach the available zoning in almost all cases. This is due to deducts in available land for setbacks, required open space, landscape buffers, emergency vehicle access routes, and limitations on impervious surfaces. These combined deducts make it virtually impossible for developments to reach maximum allowed zoning.

We analyzed the subject property for its capability to deliver under the R-18 zoning and found that considering the 50% building coverage limitation, the 70% impervious surface limitation, the 20% of building footprint Open Space requirement, the roadway and emergency vehicle turnaround, 2.75 cars per unit parking requirement, setbacks, and building size fire separation requirements, we would be able to deliver 22 units to the market. That represents a site efficiency factor of 61% in this R-18 zone. However, to achieve that unit count, the units are much smaller (960 to 1152 sf) than the market is seeking, making the raw unit count irrelevant to the economic success of the project. We have similarly analyzed the yield of a Manufactured Home development on the subject site and find that with the lot coverage limitation of 60%, required roadways and

sidewalks, building separation requirements, setbacks, required dedication of land to the City along 84th street, 10% of site area Open Space requirement, we are able to deliver a maximum of 10 units on this site. If we could squeeze one more unit on this site we would have done so. Given the required deducts it is simply not possible. It is also important to remember that the R-MHP overlay zone, which is a permitted use in the R-18 zone, limits density to 8 units per acre. This allows a maximum of 15 units to be developed on this site. At a yield of 10 units we achieve a site efficiency factor of 73%. This is higher efficiency at far greater affordability than a comparable multi-family attached product. Furthermore we are able to offer a much wider variety of home plan types and square footage responsive to a greater range of buyer preferences and budgets. There is no minimum density established or required for any zone in the City of Marysville, therefore we do not feel that this or any proposal should be evaluated against what is theoretically possible or against the maximum density the underlying zoning might allow. In addition, the City cannot compel property owners to develop any particular density, only regulate that maximum density cannot be exceeded. Property owners have financial constraints or capabilities, relationships with financing institutions, track records, areas of expertise all of which enter in to any decision about the product type, amount of risk, level of capitalization, and time-frame for return on investment. It is up to the owner to assess demand relative to risk and time in order to decide whether and how to proceed, within the constraints of allowed zoning schema. This project is a permitted use in the R-18 zone. We believe it is beyond the scope of authority for the Examiner to determine whether there is sufficient demand or, whatever the demand, how a developer should deploy their resources to meet it. It is not the brief of the Examiner to evaluate building types (site-built vs. factory built), densities or site yield, including the consequent financial risks and obligations. We believe that as long a project is within the permitted range of uses and development regulations, it is improper to deny a project by comparing it to an unproven theoretical density or yield based on a particular building type or financial performance model.

Staff Initial Comment: The Housing Consortium of Everett and Snohomish County's report found we have 3,297 Senior (55+) affordable units, 677 Elderly (62+), and 639 Frail Elderly (62+ and disabled or 75+) in Snohomish County.

Match this up with American Communities Survey Table S0102 and you see that, in the case of Marysville approximately 23% of the age 60+ population renting (~1500 people) while 52% of these senior renter households (~800) spend more than 30% of their income on rent. Applying the same calculation to Snohomish County's population, we have ~10,800 senior households in the County paying more than 30% of their income

(fixed or otherwise) to rent every month. This clearly exceeds the available supply of affordable senior housing in Snohomish County and Marysville.

Further Staff Response to Rezone Criteria form Hearing Examiner Consideration: The City's updated 2015 Comprehensive Plan recognizes the following needs for affordable housing specifically in multi-family zones:

Comprehensive Plan Goals and Policies:

G-16 Provide for new residential development that is compatible with the present housing stock while also providing for a broad range of housing types and dwelling unit densities to serve diverse lifestyles, income levels, and ages.

LU-25 Encourage a range of housing types and densities, including small lot single family, zero lot line developments, cluster housing, townhouses, duplexes, triplexes, apartments (high and low density, including garden), accessory dwelling units, and mobile home parks. Increase the opportunities for home ownership through the availability of these housing types.

LU-51 Require multi-family dwellings and mobile home parks to locate where access to public streets can be provided without creating congestion of or disruption to established single family residential neighborhoods.

LU-52 Allow mobile home parks in areas designated for Low Density Multi-family residential on the land use plan, by conditional use permit, and permit outright in Medium Density Multi-family and High Density Multi-family

The proposed rezone to R-MHP supports the goals and policies of the city's comprehensive plan and development regulations. Both the plan and the regulations recognize the need for this type of development. The densities proposed through the rezone overlay process propose a higher, better use and increased density than what is currently existing.

Hearing Examiner Initial Finding: The existing zoning is R-18. This zoning designation would potentially allow for a greater number multifamily dwelling units on the subject site than the 10 mobile home spaces that are proposed on the 1.96-acre site under the R-MHP zoning. It is not clear that the proposed zoning will create the opportunity for housing that is affordable to any of the age groups or income brackets described in the staff comment. No such restrictions, covenants or expectations are included as conditions for the rezone approval. The zoning would, however, provide for 10 mobile home sites, which may be in short supply in Marysville according to evidence presented. The applicant makes a tangential case at best between the request for the R-MHP

zoning and the criterion that requires a *demonstrated need for additional zoning as the type proposed*. The staff response cites statistics that document the state of housing affordability in Marysville and Snohomish County. These statistics present a sobering picture of the challenge many residents face – especially senior residents – in finding affordable housing. Clearly, the evidence in the record documents that the supply of affordable housing is limited and is in high demand. However, it cannot be known from the public record regarding this rezone request that the housing that would be provided under the proposed R-MHP zoning would be any more affordable than the housing that could be provided under the existing R-18 zoning. It appears that the supply of housing units under R-MFH would be less than the number of housing units theoretically possible under the existing R-18 zoning. The hearing examiner finds no evidence in the record that the proposed rezone to R-MHP would provide additional supply of land of a type that is in demand or that such zoned land would produce more affordable housing units than the multifamily housing that could be developed under the existing R-18 zoning. This criterion, therefore, is not met.

Hearing Examiner Finding on Reconsideration: Criterion is met.

b. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;

Applicant Response: The Pinewood district is specifically identified to support a mix of higher residential developments including MHPs. The underlying zoning of R-18 supports both attached and detached residential products including densities up to 18 units per acre in apartments and condominiums. The proposed project will be an addition to an existing MHP, La Tierra, which lies directly to the east and under the same ownership. It is surrounded by compatible residential uses of a similar scale and scope. To the west lies a residential district with a mix of single-family, multi-family and residential care facilities. To the north lies more single and multi-family development and residential care facilities. To the north lies more single and multi-family development' including other MHPs. To the south are additional multi-family developments as well as commercial properties.

Increasing market pressures are forcing single family areas to transition to higher densities in order to respond to affordability issues. This property is one of the last few single-family homes on a 2-acre parcel in the neighborhood. The value of the land has exceeded the value of the improvement by a considerable extent, calling into question its viability in its current use. Further, during the last several decades, the surrounding properties have almost all transitioned to high density uses including MHPs. The change

in classification from R-18 to R-MHP overall constitutes only the most minor change, not one of the use type and density, but only a product type

Hearing Examiner Initial Finding: Concur that the potential mobile home park development under the proposed R-MHP zoning would likely be compatible with the uses and zoning of the surrounding properties, and thus, finds that this rezone criterion is met.

c. There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification;

Applicant's Initial Response: None

Further Applicant Response for Hearing Examiner Reconsideration

We submitted the following statement in our Rezone Application, and note that in the Staff Report it was mistakenly inserted as a response to Criterion B. We submit it here again in answer to Criterion C.

Increasing market pressures are forcing single-family areas to transition to higher densities in order to respond to affordability issues. This property is one of the last few single-family homes on a 2-acre parcel in the neighborhood. The value of the land has exceeded the value of the improvement by a considerable amount, calling into question its economic viability in its current single-family use. Further, during the last several decades, the surrounding properties have almost all transitioned to higher density uses including MHPs. The change in classification from R-18 to R-18 with an MHP overlay constitutes only the most minor change, not one of use type, but only of product type.

Staff Initial Comment: According to the Washington State Finance Commission (WSFC), manufactured housing communities (MHC) known by many as mobile home parks, are one of the largest sources of subsidized housing in Washington State. Manufactured homes provide affordable housing for about 500,000 people, or approximately 8% of state residents, many of them elderly. However, MHCs are closing at an alarming rate. According to the Washington State Finance Commission, since the beginning of 2007, 59 communities have closed in Washington State resulting in a loss of over 1,900 spaces (including the loss of 231 spaces in 2007 due to 2 park closures in Marysville). This trend is likely to continue, due to an expanding economy and the increase in both land values.

Marysville currently has 13 MHPs within the current city limits which contain 1,130 rental spaces. Of those 13 parks, 5 parks (703 rental spaces) were rezoned to the R-MHP overlay zone, including La Tierra. This was purposely done in 2010 to add a layer of protection to MHPs located in residential zones and retain an affordable housing option

to citizens. The remaining 8 parks (427 rental spaces) are all considered legal non-conforming uses. It is anticipated these parks will convert to uses other than MHPs due to development pressures in commercial and industrial zones as the population grows.

Because of the changing conditions listed above, it's important that residential MHPs continue to expand or new MHPs be allowed to developed to preserve a valuable affordable housing opportunity in Marysville.

Further Staff Comment for Hearing Examiner Reconsideration: The Hearing Examiner's recommendation and analysis of item c was interpreted too narrowly. In order for a single parcel within a City of 67,000+ residents to be specifically impacted, external factors including those mentioned in the staff recommendation, allegations of applicant, the city's comprehensive plan, and the zoning regulations all need to be consistent under the GMA to allow properties to be developed as planned.

In 2010 the City of Marysville adopted an ordinance to allow MHPs in single-family and multi-family zones to be rezoned to the R-MHP zone. The R-MHP overlay zone was specifically created to allow/offer greater protection to existing parks as well as new parks approved through the land use process. It does not prevent the MHP owner from rezoning the park back to R-18 and construct another permitted use on the property. What the R-MHP overlay zone does is require the park owner to go through a public review process (the rezone) prior to the redevelopment of the park. This provides the residents as well as surrounding neighbors an opportunity to voice their opinions through the land use hearing process. This was lacking in 2006 when an existing 187 unit MHP park was redeveloped. The entire process was administrative and there was no recourse for a public hearing or public participation, this did not sit well with elected officials, city staff, or the residents being forced to vacate their homes. The R-MHP overlay zone criteria were not written to establish criteria that are difficult to meet or to discourage new MHPs in the city.

Below is an analysis for the La Tierra MHP from R-18 to R-MHP that was done in 2010, with few changes the same can be said for the adjacent, abutting parcel (4424 84th St NE) that La Tierra MHP plans to expand on to. The only difference is the park under the 2015 Comprehensive Plan meets the goals and polices cited in a. above. The expansion parcel is an under-utilized parcel that contains 1 existing single-family dwelling, approving the rezone would allow an identified housing type to be located in the R-18 zone.

La Tierra MHP - 4401 80th St NE



Existing Use: Mobile Home Park

Size: 9.8 acres

Spaces: 62

Recommendation: Change the zoning from R-18 to R-MHP

Analysis: The proposed rezone complies with goals and policies in the Comprehensive Plan to preserve existing MHP in areas designated residential

A. Request: The City proposes rezoning LaTierra MHP (TP # 30052100405200) from R-18 to R-MHP.

B. Site Description: La Tierra is located at 4401-80th Street NE in Marysville, is approximately 9.83 acres in size, with 62 rental spaces. The density is 5.4 du/ac. The park consists of about 75% double wide mobile homes and 25% single wide mobile homes with rental spaces available for \$395 SW and \$405 DW monthly. Since the park is a senior community park, the park residents usually have a lengthy tenure. Most of the mobile homes are older structures, averaging in the mid-1980s. However, the park is kept up with nice landscaping as well as the residents keeping their rental spaces clutter-free.

C. Comprehensive Plan: The proposed rezone is consistent with existing goals and policies established in the 2005 City of Marysville Comprehensive Plan which supports the preservation of existing mobile/manufactured home parks as a source of affordable detached housing within residentially designated areas of the city. The following are goals/policies which support the preservation of existing neighborhoods and a range of affordable housing types including MHP:

Page 4-28, General Development Land Use Goals & Policies Goal 5: As appropriate, protect and strengthen the vitality and stability of existing neighborhoods.

Page 4-30, Residential Land Use Goals & Policies Goal 15: Provide for new residential development that is compatible with the present housing stock while also preserving for a broad range of housing types and dwelling units densities to serve diverse life styles, income levels, and ages.

LU-23 Encourage a range of housing types and densities, including small lot single family, zero lot line developments, cluster housing, town houses, duplexes, triplexes, apartments (high and low density, including garden), accessory apartments, mobile

home parks. Increase the opportunities for home ownership through the availability of these housing types.

The following are goals and policies which specifically support the preservation of existing residentially designated MHP: Page 5-220 Housing Element County-Wide Planning Policies Relating to Housing: CWPP-HO-8 Implement policies and programs that encourage the upgrading of neighborhoods and the rehabilitation and preservation of the supply of existing affordable housing, including but not limited to mobile home park housing, single room (SRO) housing, and manufactured housing.

NOTE: County-wide planning policies HO-5: Support the development and preservation of mobile home parks and subdivisions.

D. Zoning

Existing Zoning



Staff initiated Area Wide Rezone #5

Current Zoning: R-18

Staff initiated Area-wide Rezone #5

Proposed Zoning: R-MHP

The property is currently zoned R-18. The City is proposing creation of a MHP zone which will provide for permitted uses consistent with the zone's intent.

E. Conformance with SEPA: The proposed code amendment and rezones were processed in accordance with Title 18, City of Marysville Environmental Policy Ordinance and Chapter 197-11 WAC, State Environmental Policy Act (SEPA). A DNS was issued on July 5, 2018.

Review and Analysis

1) The proposed rezone implements and is consistent with the 2005 City of Marysville Comprehensive Plan to preserve existing mobile home parks in residentially designated parts of the City and to maintain a source of affordable housing.

2) The proposed rezone is necessary to achieve consistency with the development regulations and the 2005 City of Marysville Comprehensive Plan.

3) The zone reclassification and existing use is consistent and compatible with uses and zoning of the surrounding area.

Hearing Examiner Initial Finding: Staff presents a picture of a diminishing resource – mobile home parks – in the context of the city of Marysville. While compelling, the statistics cited fail to specifically address this rezone criterion. To warrant a change in classification, the applicant or staff must demonstrate that there has been a significant change in circumstances *on the subject site or on surrounding properties* (emphasis added) that has occurred in the time since the existing zoning for the site was adopted. Evidence of specific changed circumstances of the property to be rezoned is not provided in the exhibits or testimony on the public record, therefore the hearing examiner finds that this rezone criterion is not met.

Further, MMC 22A.030.050(1)(c) states that the R-MHP zone is assigned to *existing* (emphasis added) mobile home parks within residential zones. The subject site is not an existing mobile home park and may not be eligible for the requested R-MHP zone. The hearing examiner is not familiar with the legislative intent behind this code provision, or if there are other overriding provisions that support this proposal. Staff may wish to clarify when this matter is before the City Council.

Hearing Examiner Finding on Reconsideration: The applicant presents a largely defensive response to the Hearing Examiner's finding, rather than a response to address the rezone criteria. However, in sifting through the supplemental material provided by both the applicant and the staff, the Hearing Examiner finds sufficient evidence to support this rezone criteria. Particularly helpful is the information on the legislative intent provided by staff that describes the globally changed circumstances that are relevant to this particular site and the surrounding properties.

d. The property is practically and physically suited for the uses allowed in the proposed zone reclassification

Applicant Response: The property adjoins an existing MHP, and will share in that project's infrastructure and access routes. The property itself is absolutely flat and unencumbered by any critical areas or other natural features. The soil and stormwater conditions are supportive of this type of development, and it is within the service areas of all relevant utilities and services. The property is highly compatible with the proposed development.

Hearing Examiner Initial Finding: Concur. This rezone criterion is met.

B. CONCLUSIONS

- a. Initial Conclusion: The Hearing Examiner concludes that the applicant has not fully demonstrated that the proposed REZONE complies with each of the applicable criteria defined in the Marysville Municipal Code, **MMC 22G.010.440(1)(a-d)**. Specifically, criteria "a" and "c" are not met.
- b. Reconsideration: The application with supplemental responses to rezone criteria "a" and "c" now complies with each of the applicable rezone criteria.

C. HEARING EXAMINER RECOMMENDATION

- a. Initial Recommendation: Based upon the foregoing findings of fact and conclusions, the Hearing Examiner recommends that the proposed rezone not be approved. MMC 22A.010.090(5).c provides for the hearing examiner to advise the City Council on site-specific rezones. MMC 22A.010.090(3)c provides for the Council to act on the hearing examiner's advice on such rezones. Additional information may be provided to the City Council in support of the proposal.
- b. Recommendation on Reconsideration: In consideration of the requested supplemental responses to MMC 22G.010.440(1)a and c that have been provided by the applicant and staff, the Hearing Examiner recommends that the proposed rezone be approved.

The original staff-recommended condition is hereby applied to this reconsideration recommendation as follows:

1. During construction plan review if it is determined that trees may be impacted along the eastern edge of the development, the applicant shall provide an arborist report assessing all trees to be impacted from proposed development. The applicant shall not remove or cause damage to trees located on adjacent properties, this includes root systems of identified trees. If negative impacts to trees are identified, the applicant shall obtain written permission to remove said trees or revise the civil drawings to prohibit construction activities within the dripline of identified trees. Post-construction and prior to issuance of building permit, the applicant shall provide an arborist report assessing the health of all retained trees to ensure the structural integrity of retained trees has not been compromised and they as safe to retain.

Initial Recommendation: Dated August 7, 2018

Reconsideration: Dated August 28, 2018



Kevin D. McDonald, AICP

Hearing Examiner

RECONSIDERATION - MMC 22G.010.190.

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 22.010.530(3). The hearing examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue the decision. Reconsideration should be granted only when a legal error has occurred, or a material factual issue has been overlooked that would change the previous decision.

JUDICIAL APPEAL - MMC 22G.010.540.

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Title 22 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, Chapter 36.70C RCW, within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.

The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

ATTACHMENTS**1. Initial e-mail correspondence of intent to request reconsideration**

Cheryl Dungan <CDungan@marysvillewa.gov>

Tue 8/7/2018, 8:06 AM

Kevin McDonald

Thanks Kevin,

The City will be requesting a reconsideration by the HE.

Cheryl

From: Kevin McDonald <kdm617b@msn.com>

Sent: Tuesday, August 7, 2018 7:51 AM

To: Cheryl Dungan <CDungan@marysvillewa.gov>

Subject: La Tierra Recommendation

Hi Cheryl - attached is my recommendation on the La Tierra rezone, plus an invoice. I have to recommend the Council does not approve this proposal because all of the 4 criteria for a rezone are not met. I think they could be met if staff and/or the applicant could be more specific in their responses to the criteria. This can be provided to Council to help inform their final decision.

Hard copies will be in today's mail.

Kevin

2. E-Mail correspondence transmitting the requested supplemental materials to address rezone criteria

Cheryl Dungan <CDungan@marysvillewa.gov>

Mon 8/20/2018, 3:17 PM

Kevin McDonald; David Koenig; Chris Holland

Hi Kevin,

Please see the attached request for reconsideration for the La Tierra MHP overlay rezone.

Thanks, Cheryl

Cheryl Dungan | Senior Planner

City of Marysville

Community Development Department

80 Columbia Ave

Marysville, WA 98270

360-363-8100 Office

360-363-8206 Direct Line

360-651-5099 Fax

cdungan@marysvillewa.gov

EXHIBITS

The following exhibits were offered and entered into the record:

1. Receipt, 03.07.18
2. Land Use Application, 03.07.18
3. Site Plan Review Checklist, 03.07.18
4. Transmittal
5. Letter of Application, 03.07.18
6. Legal Description, 03.07.18
7. Chicago Title, title report, 03.07.18
8. Written response to Design Standards, 03.07.18
9. Written response to Rezone Criteria, 03.07.18
10. La Tierra Rules & Regulations, 03.08.17
11. GTC- Traffic analysis / trip generation report, 03.07.17
12. Environmental Checklist, 03.07.17
13. 11 x 17 Preliminary Site Plan, 03.07.17
14. 11 x 17 Landscape Plan, 03.07.17
15. Stormwater Site Plan, 03.07.17
16. 24 x 36 Preliminary Site Plan, 03.07.17
17. 24 x 36 Landscape Plan, 03.07.17
18. RFR Checklist
19. Affidavit of Posting- NOA
20. Affidavit of Publication- NOA
21. 1st Technical Review, 03.30.18
22. Evans & Assoc., Transmittal sheet, 05.15.18
23. Evans & Assoc.- Response to Tech review, 05.15.18
24. Stormwater Site Plan, -5.15.18
25. 24 x 36 Site Plan, 05.15.18
26. 11 x 17 Site Plan, 05.15.18
27. 24 x 36 Landscape Plan, 05.15.18
28. 11 x 17 Landscape Plan, 05.15.18
29. RFR Checklist
30. City- email, 05.29.18
31. 2nd Technical Review, 05.30.18
32. MDNS w/ Environmental Checklist
33. MDNS routed email, 07.05.18
34. Notice of MDNS
35. Affidavit of Posting- MDNS
36. Affidavit of Posting- NOH
37. Email- Citizen concerns, 07.16.18
38. Staff Recommendation

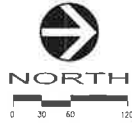
PARTIES of RECORD

Cheryl Dungan City of Marysville Community Development Department 80 Columbia Avenue Marysville, WA 98270	Ken Olsen PO Box 906 LaConner, WA 98257
Dawn Everett 4401 80 th St NE # 41 Marysville, WA 98270	Mike Warden 1116 Olympic Avenue Edmonds, WA 98020
Karen Buskeger La Tierra (Complete address not available)	

22G.010.440 Rezone criteria.

(1) A zone reclassification shall be granted only if the applicant demonstrates that the proposal is consistent with the comprehensive plan and applicable functional plans and complies with the following criteria:

- (a) There is a demonstrated need for additional zoning as the type proposed;
- (b) The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;
- (c) There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification;
- (d) The property is practically and physically suited for the uses allowed in the proposed zone reclassification.



DEVELOPMENT DATA:

APPLICANT:
 TRACED LLC
 416 OLIVAR AVENUE
 SAN DIEGO, CA 92101
 CONTACT: JEFF WAGNER
 TEL: 619-442-8877
 E-MAIL: jeff@tracedllc.com

ARCHITECTURE / PLANNING:
 OLIVER ASSOCIATES
 ARCHITECTURE & PLANNING
 CONTACT: KEVIN OLIVER
 TEL: 415-836-6414
 E-MAIL: kevin@oliverassociates.com

ENGINEER / SURVEYOR:
 TRACED LLC & ASSOCIATES, INC.
 1400 G MARINE VIEW DRIVE, TRUCKEE, CA 95901
 CONTACT: JEFF WAGNER
 TEL: 619-442-8877
 E-MAIL: jeff@tracedllc.com



LEGAL DESCRIPTION:

EXISTING MOBILE HOME PARK
 THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS:
 THENCE NORTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, A DISTANCE OF 132.00 FEET;
 THENCE SOUTH 132.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, A DISTANCE OF 132.00 FEET;
 THENCE WEST TO THE POINT OF BEGINNING, A DISTANCE OF 626.20 FEET.

MOBILE HOME PARK ADDITION
 THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE B&M GRADEN TRACTS, ALONG WITH THE PLAT THEREIN REFERENCED BY VOLUME 10 OF PLATS IN PAGE 115, RECORDS OF KINGSTOWN COUNTY, WASHINGTON, THENCE WEST TO THE RIGHT OF RECORDING, A DISTANCE OF 132.00 FEET;
 THENCE SOUTH 132.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WM, A DISTANCE OF 132.00 FEET;
 THENCE WEST TO THE POINT OF BEGINNING, A DISTANCE OF 626.20 FEET.

SITE ADDRESS

1824 84TH ST NE
 MARYSVILLE, WASHINGTON 98270

TAX PARCEL NO.

300012840000 - ADDITION
 300012840000 - EXISTING

SITE DATA

EXISTING ZONING: R-18
 PROPOSED ZONING: R-18
 EXISTING MOBILE HOME PARK: 177 MOBILE HOMES
 PROPOSED MOBILE HOME PARK: 177 MOBILE HOMES
 TOTAL MOBILE HOMES: 354 MOBILE HOMES

LOT COVERAGE CALCULATION

BUILDING FLOOR AREA (BFA) = 1,047,487 SQ FT
 GROSS SITE AREA (GSA) = 11,491,441 SQ FT
 LOT COVERAGE = 9.12%

SERVICES:

WATER: METRO PUBLIC UTILITIES
 SEWERAGE: METRO PUBLIC UTILITIES
 FIRE PROTECTION: KINGSTOWN COUNTY FIRE DEPT #1
 LEG TRUCKS: KINGSTOWN COUNTY #101
 TRUCKS: KINGSTOWN COUNTY #101
 TRUCKS: KINGSTOWN COUNTY #101

IMPERVIOUS SURFACE SUMMARY

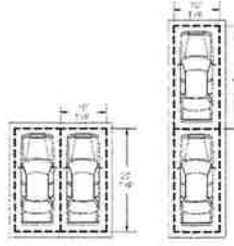
AREA OF EXISTING IMPERVIOUS SURFACE = 3,322 SF (0.13 AC)
 AREA OF PROPOSED IMPERVIOUS SURFACE = 43,170 SF (1.00 AC)
 INCREASED IMPERVIOUS SURFACE AREA = 39,848 SF (0.91 AC)

MINIMUM NET DENSITY CALCS:

MOBILE HOME AREA = 114 SQ FT
 LOT AREA PER MOBILE HOME = 1,149 SQ FT
 NET DENSITY = 10.07 MOBILE HOMES PER ACRE
 GROSS DENSITY = 10.07 MOBILE HOMES PER ACRE
 MINIMUM DENSITY = 10.07 MOBILE HOMES PER ACRE

OPEN SPACE CALCULATION

OPEN SPACE CALCULATION
 GROSS SITE AREA = 11,491,441 SQ FT (0.26 AC)
 OPEN SPACE REQUIRED = 3,322 SQ FT (0.08 AC)
 OPEN SPACE PROVIDED = 11,488,119 SQ FT (0.26 AC)
 OPEN SPACE FULFILLING REQUIREMENTS



PARKING REQUIREMENTS PER MMC 22C.230.070

PARKING STALLS REQUIRED PER BUILDING UNIT: 2 STALLS BUILDING UNIT
 PROPOSED BUILDING UNITS: 177
 OFF-STREET PARKING STALLS REQUIRED: 354
 GUEST PARKING STALLS REQUIRED: 1 STALL PER BUILDING UNIT
 GUEST PARKING STALLS PROVIDED: 177
 PARKING STALL EXCESS/DEFICIENCY: 177 STALLS EXCESS
 THE PARKING REQUIREMENTS OF 2 STALLS PER UNIT WILL BE ADMIRSED IN EACH UNIT'S DESIGN.

OVERALL PRELIMINARY SITE PLAN
LA TIERRA MHP EXPANSION
 CMMW GROUP
 MARYSVILLE, WASHINGTON 98270



DAVID EVANS AND ASSOCIATES INC.
 1420 W. MARINE VIEW DRIVE, SUITE 200
 EVERETT, WASHINGTON 98201
 PHONE: 425.336.4474

REVISION:	APPR
DATE:	MAY 2018
DESIGN:	JMW
DRAWN:	CLK
CHECKED:	JWS
REVISION NUMBER:	

SCALE: 1" = 30'
 PROJECT NUMBER:
 MTCC00000003

DRAWING FILE:
 EXHIBIT SP1 26
 OF 2

DATE: 05/20/18 11:17 AM
 BY: AME/CPW/CPW
 CHECKED: JWS
 PLOT DATE: 05/20/18 11:17 AM



DEVELOPMENT DATA:

APPLICANT:

MATRO LLC
1115 OLYMPIC AVENUE
EDMONDS, WA 98020
CONTACT: MIKE WARDEN
PH: 206-200-8871
E-MAIL: mwarden@comcast.net

ENGINEER / SURVEYOR:

DAVID EVANS & ASSOCIATES, INC.
1620 W MARINE VIEW DRIVE, SUITE 200
EVERETT, WASHINGTON 98201
CONTACT: JACK MOLVER, PE
PH: 425-405-1504
E-MAIL: jrm@deamc.com

PRELIMINARY SITE DEVELOPMENT PLAN
LA TIERRA MHP EXPANSION
CMMW GROUP
MARYSVILLE, WASHINGTON 98270



DAVID EVANS & ASSOCIATES, INC.
1620 W. MARINE VIEW DRIVE, SUITE 200
EVERETT WASHINGTON 98201
Phone: 425.228.0495

REVISIONS: APPD

DATE: MAY, 2016
DESIGN: JRM
DRAWN: CLK
CHECKED: JNS
REVISION NUMBER:

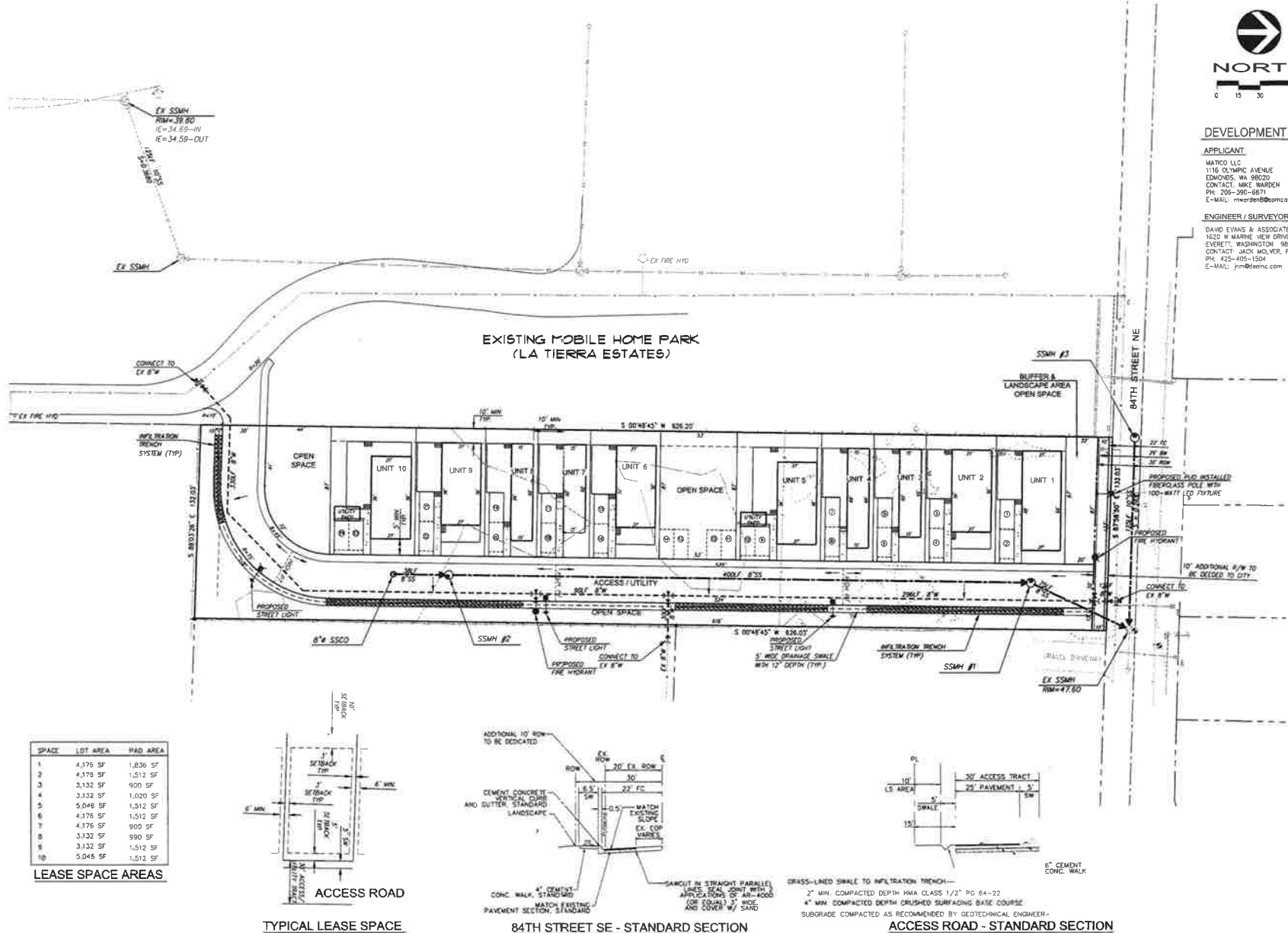
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SHEET NO.

SP2
OF 2

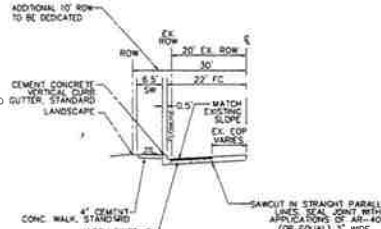


SPACE	LOT AREA	PAD AREA
1	4,376 SF	1,836 SF
2	4,376 SF	1,512 SF
3	3,132 SF	900 SF
4	3,132 SF	1,020 SF
5	5,048 SF	1,512 SF
6	4,376 SF	1,512 SF
7	4,376 SF	900 SF
8	3,132 SF	990 SF
9	3,132 SF	1,512 SF
10	5,048 SF	1,512 SF

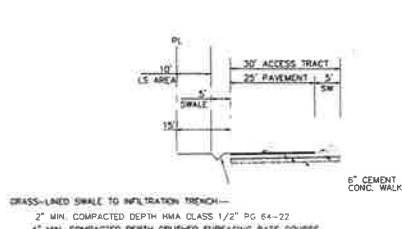
LEASE SPACE AREAS



TYPICAL LEASE SPACE



84TH STREET SE - STANDARD SECTION



ACCESS ROAD - STANDARD SECTION

PRELIMINARY SITE PLAN

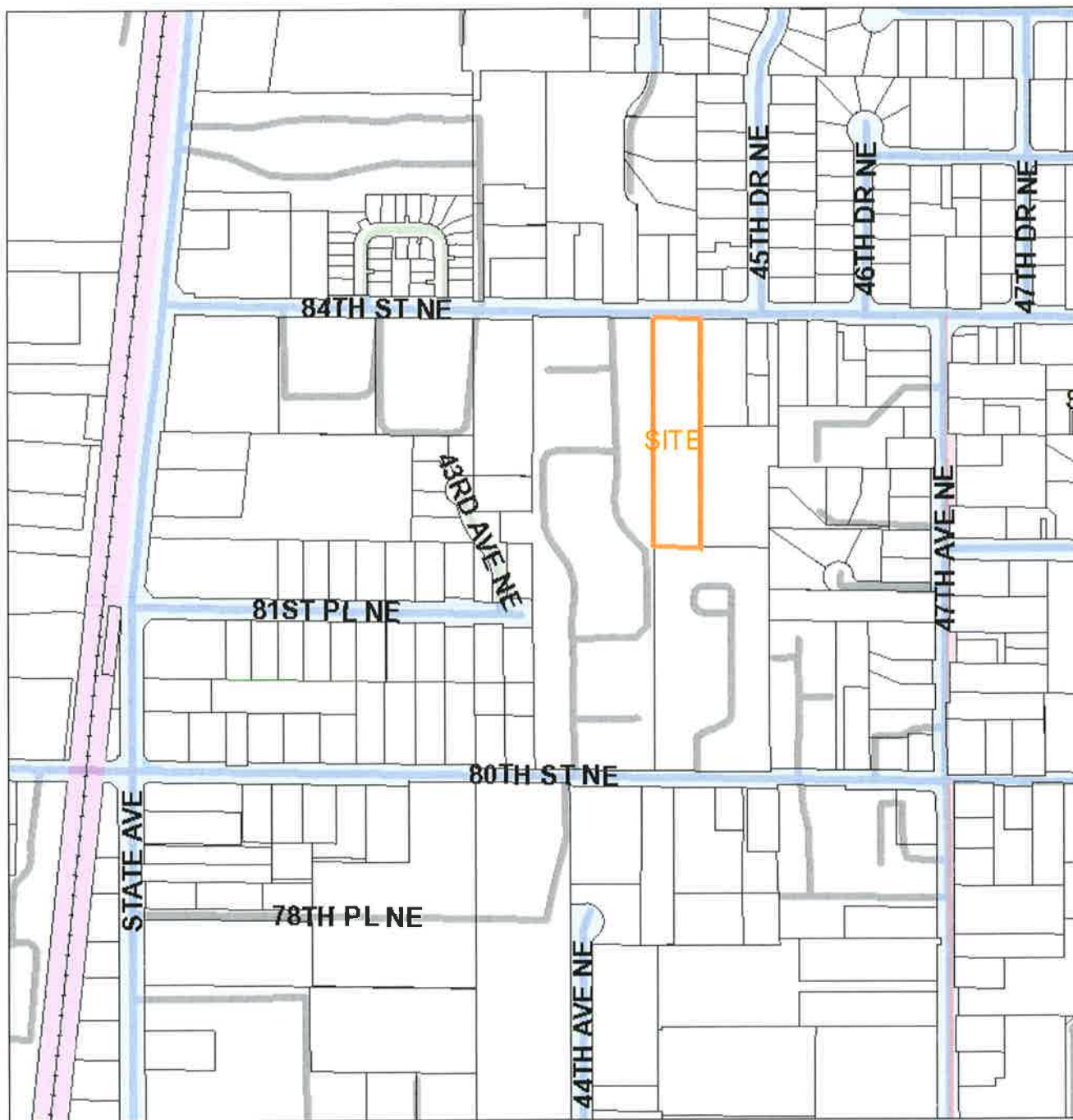
By: Jack Edwards
Date: 5/15/2016 10:18 AM
File Path: C:\Users\jcedwards\OneDrive\Documents\SP-002-MTC00003.dwg

EXHIBIT A – LEGAL DESCRIPTION FOR LA TIERRA MHP REZONE ADDITION

**THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 30 NORTH, RANGE 5E, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST CORNER OF THE B&M GARDEN TRACTS, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 10 OF PLATS ON PAGE 114, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON; THENCE WEST 198 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°10'00"
WEST A DISTANCE OF 645.85 FEET; THENCE SOUTH 89°57'44" WEST A DISTANCE OF 132 FEET; THENCE
NORTH 01°10'00" A DISTANCE OF 645.85 FEET; THENCE EAST 132 FEET TO THE TRUE POINT OF
BEGINNING, LESS COUNTY ROAD**

SNOHOMISH COUNTY, WA



City of Marysville



- Lines**
- Override 1
 - Parcels
- City limits**
- ARLINGTON
 - EVERETT

LAKE STEVENS
MARYSVILLE

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY 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.

City of Marysvill

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 13, 2018

AGENDA ITEM:	
Amendments to the Marysville Municipal Code related to duplex and townhome definitions, base height in the General Commercial zone and notice timeframes.	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. PC Recommendation with attachments <ul style="list-style-type: none"> . Exhibit A – Code Amendments . Exhibit B – PC Workshop Minutes 09.11.18 . Exhibit C – PC Public Hearing Minutes 09.24.18 . Exhibit D – PC Continued Public Hearing Minutes 10.09.18 2. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Marysville Planning Commission held a duly-advertised public hearing on September 25, 2018, which was continued to October 9, 2018, and recommend *approval* of the code amendments related to duplex and townhome definitions, base height in the General Commercial zone and notice timeframes.

The amendments to the duplex and townhome definitions are proposed to be consistent with the definitions outlined in the International Building and International Residential Codes. Staff has consistently required duplex and townhome units to be attached from the foundation to the roof, rather than being attached via a breezeway or storage area. The amendment will clarify to the developer and design professional, how these units are required to be designed.

Heights limits within the Downtown Master Plan Area (DMPA) vary from 35’ in the General Commercial (GC) zone, 85’ in the Downtown Commercial (DC) zone and 65’ in the Mixed Use (MU) zone. The proposed amendment would increase the height limit to 85’ in the GC zone within the DMPA (only) to be consistent with the vision outlined in the Downtown Master Plan.

The last amendment is proposed to fix inconsistencies within the code related to appeal timeframes, and with whom an appeal should be filed.

RECOMMENDED ACTION:
Affirm the Planning Commission’s recommendation adopting amendments to the Marysville Municipal Code Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350, related to duplex and townhome definitions, base height in the General Commercial zone and notice timeframes.



PC Recommendation - Definitions, Base Height and Appeal Timeframes

The Planning Commission of the City of Marysville, having held a public hearing on September 25, 2018, in review of amendments to Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350 of the Marysville Municipal Code (MMC), relating to duplex and townhome definitions, base height within the General Commercial (GC) zone and appeal timeframes, 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 to MMC Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350, on September 11, 2018, as reflected in the minutes, attached hereto as **Exhibit B**.
2. The proposed amendment to the City’s development regulations are exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments to MMC Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350, 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 letters from the State of Washington Department of Commerce acknowledging receipt of the DRAFT amendments and that they are being processed under Material ID No.’s 25241 & 25252. No comments were received from State Agencies.
5. The Planning Commission held a duly-advertised public hearing on September 25, 2018. The Planning Commission expressed concerns related to off-street parking for the proposed civic campus and elected to continue the public hearing to October 9, 2018, as reflected in the minutes, dated September 25, 2018, attached hereto as **Exhibit C**.
6. No public comments were received on the DRAFT amendments.

CONCLUSION:

At the continued public hearing, the Planning Commission recommended adoption of the amendments to MMC Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350, attached hereto as **Exhibit A**, and as reflected in the minutes, dated October 9, 2018, attached hereto as **Exhibit D**.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of Approval of the development code amendments to MMC Sections 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 and 22G.010.350, by the Marysville Planning Commission this 25th day of September, 2018.

By: 
Steve Leifer, Planning Commission Chair

EXHIBIT A

Section 1. Amendment of Municipal Code. MMC Section 22A.020.050, entitled “D” definitions, is hereby amended as follows:

22A.020.050 “D” definitions.

“Duplex” means a building that contains two primary dwelling units ~~on one lot~~. The units must share a common wall with the adjacent unit that extends from foundation to roof, or a common floor/ceiling.

Section 2. Amendment of Municipal Code. MMC Section 22A.020.210, entitled “T” definitions, is hereby amended as follows:

22A.020.210 “T” definitions.

“Townhouse” means a ~~one~~single-family dwelling unit constructed in a row of at least three such units in which each unit: has a shared common wall with the adjacent unit that extends from foundation to roof; is separated from any other unit by one or more vertical common fire-resistant walls; has its own front and rear access to the outside; and has no unit is located over another unit., ~~and each unit is separated from any other unit by one or more vertical common fire-resistant walls.~~

Section 3. Amendment of Municipal Code. MMC Section 22C.020.080, entitled “Densities and dimensions,” is hereby amended as follows:

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC 22C.020.090.

(b) The density and dimension table is arranged in a matrix format and is delineated into the commercial, industrial, recreation and public institutional use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone. A blank box indicates that there are no specific requirements. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote set forth in MMC 22C.020.090.

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
Base density: Dwelling unit/acre	(18)	12	12	12	28 (1)	-	-	-	-	-	12	-
Maximum density: Dwelling unit/acre	-	None (13)	None (13)	None	34 (2)	-	-	-	-	-	18 (13)	-
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)

EXHIBIT A

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
Minimum interior setback	10 feet (side) 20 feet (rear)	None (4)	None (4)	None (4)	5 feet (9)	None (4) 50 feet (5)	None (4) 50 feet (5)	-	None (4)	None (4)	5 feet (9, 16, 17)	None (4)
Base height (6)	25 feet	55 feet	35 feet, 85 feet (19)	85 feet	45 feet, 65 feet (10)	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

Section 4. Amendment of Municipal Code. MMC Section 22C.020.090, entitled "Densities and dimensions – Development conditions," is hereby amended as follows:

22C.020.090 Densities and dimensions – Development conditions.

- (1) These densities are allowed only through the application of mixed use development standards.
- (2) These densities may only be achieved in the downtown portion of Planning Area 1 through the application of residential density incentives. See Chapter [22C.090](#) MMC.
- (3) Gas station pump islands shall be placed no closer than 25 feet to street front lines. Pump island canopies shall be placed no closer than 15 feet to street front lines.
- (4) A 25-foot setback is required on property lines adjoining residentially designated property.
- (5) A 50-foot setback only required on property lines adjoining residentially designated property for industrial uses established by conditional use permits, otherwise no specific interior setback requirement.
- (6) Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit.
- (7) Subject to sight distance review at driveways and street intersections.
- (8) A 20-foot setback is required for multiple-family structures outside of the downtown portion of Planning Area 1.
- (9) A 15-foot setback is required for (a) commercial or multiple-family structures on property lines adjoining single-family residentially designated property, and (b) a rear yard of a multi-story residential structure, otherwise no specific interior setback requirement. Interior setbacks may be reduced where features such as critical area(s) and buffer(s), public/private right-of-way or access easements, or other conditions provide a comparable setback or separation from adjoining uses.
- (10) The 65-foot base height applies only to the downtown portion of Planning Area 1. The 45-foot base height applies to the southeast sector of the downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (11) The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.

EXHIBIT A

(12) Reduced building setbacks and height requirements may be approved on a case-by-case basis to provide flexibility for innovative development plans; provided, that variance requests which are greater than 10 percent of the required setback shall be considered by the hearing examiner.

(13) Subject to the application of the residential density incentive requirements of Chapter [22C.090](#) MMC.

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

(15) Projects with split zoning (two or more distinct land use zones) may propose a site plan to density average or adjust the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition.

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

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

(18) There is no minimum or maximum density for this zone. Residential units are permitted if located above a ground-level commercial use.

(19) The 85-foot base height applies only within the boundaries of the Downtown Master Plan area, bounded by 8th Street to the north, Ebey Slough to the south, Alder Avenue to the east, and Interstate 5 to the west.

Section 5. Amendment of Municipal Code. MMC Section 22G.010.100, entitled "Notice of administrative approvals," is hereby amended as follows:

22G.010.100 Notice of administrative approvals.

Notice of administrative approvals subject to notice under MMC 22G.010.160 shall be made as follows:

(1) Notification of Preliminary Approval. The director shall notify the adjacent property owners of his intent to grant approval. Notification shall be made by mail only.

(2) The notice shall include:

(a) A description of the preliminary approval granted, including any conditions of approval;

(b) A place where further information may be obtained;

(c) A statement that final approval will be granted unless an appeal requesting a public hearing is filed with the ~~city clerk~~ [community development](#) director within ~~15~~ [14](#) days of the date of the notice.

Section 6. Amendment of Municipal Code. MMC Section 22G.010.160, entitled "Administrative approvals subject to notice," is hereby amended as follows:

22G.010.160 Administrative approvals subject to notice.

(1) The director may grant preliminary approval or approval with conditions, or may deny the following actions subject to the notice and appeal requirements of this section:

(a) Short subdivisions;

(b) Shoreline permits for substantial developments;

(c) Conditional use permits;

(d) Binding site plans;

(e) Master plan for properties under ownership or contract of applicant(s).

(2) Final Administrative Approvals. Preliminary approvals under this section shall become final subject to the following:

EXHIBIT A

(a) If no appeal is submitted, the preliminary approval becomes final at the expiration of the ~~15~~ 14-day notice period.

(b) If a written notice of appeal is received within the specified appeal periods, the matter will be referred to the hearing examiner for an open record public hearing.

Section 7. Amendment of Municipal Code. MMC Section 22G.010.350, entitled "Notice requirements and comment period," is hereby amended as follows:

22G.010.350 Notice requirements and comment period.

(1) The department shall provide published, posted and mailed notice pursuant to Article II of this chapter, Public Notice Requirements, for all applications subject to community development director review.

(2) Written comments and materials regarding applications subject to community development director review procedures shall be submitted within ~~15 days of the date of published notice or the posting date, whichever is later. the public comment period established pursuant to MMC 22G.010.090, Notice of development application.~~

PLANNING
COMMISSION



MINUTES

September 11, 2018

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the September 11, 2018 meeting to order at 7:00 p.m. A moment of silence was observed on behalf of the anniversary of 9/11.

Marysville

Chairman: Steve Leifer

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

Staff: Planning Manager Chris Holland

Absent: None

APPROVAL OF MINUTES

July 10, 2018

Motion made by Commissioner Smith, seconded by Commissioner Thetford, to approve the July 10, 2018 Meeting Minutes as presented. **Motion** passed (6-0) with Commissioner Richards abstaining.

AUDIENCE PARTICIPATION

None

NEW BUSINESS**A. GC Height Increase within the Downtown Master Plan Amendment**

Planning Manager Holland stated this is related to a height increase in the General Commercial zone. The proposal is to increase the height in the General Commercial zone within the downtown master plan area to 85 feet.

Commissioner Hoen asked how they decided on 85 feet. Planning Manager Holland explained that the first floor is generally 14 feet and then 10 feet on the upper floors. This would provide for larger retail space on the bottom floor with residential up above.

Commissioner Whitaker asked if there is a demand for 85-foot buildings in the area. Planning Manager Holland replied that there isn't currently, but the hope is that there will be in the future as development continues.

B. Land Use Application Procedures Amendments

This would correct an inconsistency in the code and clarify procedures.

C. 2018 Code Amendment – Townhouse and Duplex Definitions

Planning Manager Holland explained that the amendment is to get duplex and townhome definition to match, as defined in the International Building and Residential Codes (IBC & IRC).

CITY COUNCIL AGENDA ITEMS AND MINUTES

Planning Manager Holland reported that the bond went out today for the proposed civic campus and came back in with favorable results. He attended the Mayor's coffee klatch on Monday where there was a lot of good discussion. It looks like the City will be going out to bid for the civic campus early next year. He discussed generally how the phasing and the funding for this project would work and answered questions about the project. Concerns were expressed by the commissioners about whether or not there would be adequate parking.

Planning Manager Holland also reported that the City is in the permitting phase for the 1st Street bypass.

Commissioner Hoen asked about the status of the hotel on 116th. Planning Manager Holland explained it was supposed to close to a new party, but it does not appear that that has occurred to date. He gave an update on other properties in the city.

Staff is still having discussions with people about potential projects in the Manufacturing Industrial Center. He thinks they will see some construction up there in the next year.

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 7:38 p.m. **Motion** passed unanimously.

NEXT MEETING:

September 25, 2018



Angela Gemmer, Senior Planner, for
Laurie Hugdahl, Recording Secretary

PLANNING
COMMISSION



MINUTES

September 25, 2018

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the September 25, 2018 meeting to order at 7:00 p.m. noting that there was no one in the audience.

Marysville

Chairman: Steve Leifer

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

Staff: Senior Planner Angela Gemmer

Absent: None

APPROVAL OF MINUTES

September 11, 2018

Motion made by Commissioner Richards, seconded by Commissioner Andes, to approve the September 11, 2018 Meeting Minutes as presented. **Motion** passed unanimously.

AUDIENCE PARTICIPATION

None

PUBLIC HEARING – CODE AMENDMENTS

The public hearing was opened at 7:01 p.m.

Senior Planner Angela Gemmer reviewed the following proposed amendments.

- A. Duplex and townhome definitions;

This would amend the definition of duplex to align better with how that use is defined in the International Residential Code. The primary change would clarify the degree of attachment between adjacent units of a duplex. The next amendment would amend the definition of townhouse, which is three or more units connected with a fire-resistant wall, each with a front and back door, to clarify the degree of attachment between units to align better with the International Residential Code.

There were no comments or questions regarding these amendments.

B. Base height increase in the General Commercial (GC) zone within the Downtown Master Plan Area; and

This would allow an increase in the height in the General Commercial Zone to 85 feet within the Downtown Master Plan Area, generally south of 8th Street.

Commissioner Richards stated he was okay with the increased height, but concerned about having adequate parking. He thought the City should set a positive example with this matter by ensuring there is sufficient parking. Ms. Gemmer replied that the underlying land use code governs parking, and her understanding was that it would be provided per code requirements. She stated that she would pass along his concerns to the project manager. Commissioner Richards expressed concern that it still would not be enough and stated he would not be comfortable approving this height amendment until he is satisfied there will be enough parking.

Commissioner Thetford asked staff about the actual parking requirements for this facility. Ms. Gemmer explained that it differs per use. She stated that the code requires one parking space per 400 square feet of gross floor area for professional office uses. There are some provisions to allow for reductions or waivers in certain circumstances such as where there are alternatives to automobiles. She reiterated that typically every project constructed is required to demonstrate that they meet the parking requirements in code.

Commissioner Whitaker expressed concern about the lack of demand for 85-foot heights, and stated he would not be comfortable voting in support of that increase.

Commissioner Hoen commented that it was noted last week by staff that the water park creates more parking need than there exists already. This additional use in that area would be competing with that limited space and would amplify the issue.

Chair Leifer asked if there has been any interest by private developers for this kind of development. Ms. Gemmer replied that there is one developer who wants to do a true mixed use development behind Taco Bell.

There was consensus to continue the hearing to the next meeting and to note that the Planning Commission generally has concerns about adequate parking. There was a

request for an explanation of what the City is expecting for parking and a better explanation of what the built out environment will look like.

Ms. Gemmer reiterated that parking would be addressed per code and is addressed in a separate section of the code. Chair Leifer acknowledged that, but stated that the condition of additional height bears upon the parking aspect in the minds of the commissioners.

C. Appeal timeframes

Ms. Gemmer explained that these amendments would synchronize the appeal timelines within the codes related to land use procedures.

There were no comments or questions related to these amendments.

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to continue the hearing to the next meeting. **Motion** passed unanimously.

OLD BUSINESS – Comprehensive Plan Amendments

A. Washington Trucking Site – General Industrial (GI) to Downtown Commercial (DC)

The proposal is to redesignate this site from General Industrial to Downtown Commercial and Open. With the new interchange this will be the new gateway to the city so the site would afford redevelopment opportunities and make a good first impression for the city.

Commissioner Leifer asked what was driving this change. Ms. Gemmer thought this was staff-initiated, but there may have been some discussion with the Washington Trucking owners. He wondered why, with environmental constraints, Washington Trucking would want to zone themselves Downtown Commercial when the site would likely remain as open space. He questioned whether or not the type of development envisioned could ever get off the ground due to environmental issues. He thought that using it as open space might be a possibility. Ms. Gemmer indicated she would find out more about the history and what discussions may have occurred related to this.

Commissioner Hoen recalled from the previous meeting that staff had envisioned this as the gateway to the city and felt it should be zoned for something compatible as an entrance to the city. Ms. Gemmer concurred. She noted that Downtown Commercial would allow for general personal services, retail, offices, etc. It is not necessarily residential that would occur there.

Commissioner Andes expressed concern about the difficult access to this property. Ms. Gemmer indicated she would check with the traffic engineer to find out more about plans for this.

B. Public Works/Community Development Site – GI and R-18 to Mixed Use

Commissioner Whitaker expressed concern about changing from General Industrial and R-18 to Mixed Use on this site due to the proximity to the sewage treatment plant and the associated odor. Ms. Gemmer explained that the zoning would be flexible and would allow for commercial, multifamily, or a combination of the two; it would also be market-driven.

CITY COUNCIL AGENDA ITEMS AND MINUTES

None

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Smith, to adjourn the meeting at 7:35 p.m. **Motion** passed unanimously.

NEXT MEETING:

October 9, 2018



Chris Holland, Planning Manager for
Laurie Hugdahl, Recording Secretary

PLANNING
COMMISSION



MINUTES

October 9, 2018

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the October 9, 2018 meeting to order at 7:00 p.m.

Marysville

Chairman: Steve Leifer

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

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

Absent: Tom Thetford (excused)

APPROVAL OF MINUTES

September 25, 2018

Chair Leifer referred to Old Business, Item A, and clarified his comment regarding the Washington Trucking site. He emphasized he did not mean to suggest it should be open space. He wondered why Washington Trucking would want this particular type of zoning knowing that with the environmental issues out there it might just be putting it into open space.

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the September 25, 2018 Meeting Minutes as corrected. **Motion** passed unanimously.

AUDIENCE PARTICIPATION

None

2018 – 2023 SCHOOL DISTRICTS CAPITAL FACILITIES PLAN

Senior Planner Angela Gemmer introduced this item, reviewed the three criteria that school district capital facilities plans must meet, and commented that staff has found that the plans for the three school districts meet all three criteria.

A. Lake Stevens School District No. 4

Reid Shockey, Shockey Planning Group, 2716 Colby Avenue, Everett, explained how the six-year capital facilities plans are developed. He reviewed the numbers for the Lake Stevens School District as contained in their Capital Facilities Plan. There is significant growth occurring and capacity is always an issue. There was discussion in general about how student generation rates are determined.

B. Marysville School District No. 25

Denise Stiffarm, Pacifica Law Group, reviewed Marysville School District's Capital Facilities Plan. Marysville has a unique situation because student generation rates have gone down. This has resulted in school impact fees of zero even though they will probably need capacity for the younger grades in the future. The District has continued to prepare a Capital Facilities Plan so they will be prepared if conditions change in the future.

Commissioner Richards expressed concern about Marysville School District shrinking class sizes which has resulted in a shortage of classrooms and space. Ms. Stiffarm concurred and explained it is the result of state K-3 mandates related to reduced size classes. There are now a lot of portables in the district. The last bond proposal failed, but probably would have addressed this problem.

Mr. Shockey added that in the Everett School District the mandates have resulted in the need for the equivalent of four and a half additional elementary schools.

Commissioner Whitaker asked if Marysville is only looking to purchase additional portables as needed. Ms. Stiffarm confirmed this and noted it was because the bond had failed. The Plan could be updated if anything changes.

C. Lakewood School District No. 306

Ms. Stiffarm said that Lakewood's Plan looks similar to the one they presented two years ago because they have continued to grow steadily. The project included in their impact fee calculation is the recently completed high school project which is where there is an identified need for capacity. The district plans to continue to monitor enrollment growth, watch as new development happens, and update the plan with projects as they move forward.

Dale Leach, Lakewood School District, expressed appreciation that the District passed a bond when they did which enabled them to accomplish some needed projects. He reviewed growth projection numbers as contained in their Capital Facilities Plan in the Commission's packet. The District is projected to be the largest it has ever been in the next four years.

Chair Leifer asked if all the apartment population had been factored in. Mr. Leach indicated that it had and the District will continue to monitor that closely.

Chair Leifer asked about the different methods used by school districts to develop their enrollments. Mr. Shockey explained that the districts can decide between the OSPI method and the ratio method where they track the percentage of the overall population that is students. The teaching station method is used to determine construction needs. Ms. Stiffarm added that all three school districts are using teaching stations to determine capacity.

Chair Leifer expressed concern that the projection of 300+ students in the next six years by Lakewood is too low. Mr. Leach thought that it may be low in the future, but right now it is accurate. They are meeting regularly with city and county planners to find out what is in the pipeline. Planning Manager Chris Holland concurred that there are capacity limitations in the Lakewood area. This may change in two years, but will likely change in four years.

Commissioner Whitaker thought it was interesting that they are looking at decreasing enrollments in Marysville even with the boom in development in the south end. Ms. Stiffarm agreed and added that it is difficult to understand. Planning Manager Holland clarified that 90% of the home construction in Marysville right now is actually in the Lake Stevens School District.

There was general consensus by the Planning Commission to recommend consideration of the matter at a public hearing on October 23.

MMC Chapter 22C.130 Parking and Loading

Planning Manager Holland commented that any new development would be required to meet parking standards. He explained that government buildings require 1 parking stall per 400 square feet which is the same ratio required for business and professional offices. There aren't any specific parking requirements for courts, jail or public safety buildings in the code but it is known what the existing use is, and that would be factored into the requirements.

Commissioner Richards asked staff if there is sufficient parking in the civic center area right now. Planning Manager Holland replied that is not known yet because nothing has been submitted, but it will definitely meet code. He believes that the code requirements are sufficient. When the City adopted a Downtown Master Plan they did an Environmental Impact Statement (EIS) that made recommendations to mitigate environmental impacts for a civic campus at this location. Additional environmental analysis will be done for any site-specific development, including traffic impacts. He reiterated that height limits are a separate issue from parking requirements. Parking needs are looked at on a development by development basis to ensure it meets code. The City has never had an issue with the 1 to 400 square foot ratio. Director Koenig replied that on-street parking is not part of the City's plans. It has always been the City's intention to provide off-street parking.

Commissioner Hoen commented that the parking around the spray park is already inadequate. He expressed concern that the general population would be inclined to use civic center parking spaces. Staff assured the Commission that parking would be managed and the City would be responsive. There was general discussion about plans for the civic center.

Director Koenig commented that based on feedback from businesses in the MIC there appears to be too much parking required for warehouse and industrial buildings. He indicated that staff will bring back some more information about this to the Planning Commission.

Chair Leifer stated he did not have concerns personally about the height issue proposed in the downtown area, but to address the concerns raised by other commissioners it is critical to control who can park where.

PUBLIC HEARING – CODE AMENDMENTS (continued)

Chair Leifer noted at 8:02 p.m. that this is a continuance of the public hearing from the September 25 meeting related to three proposed code amendments. There was no one in the audience and therefore no public testimony. Planning Manager Holland reviewed the three proposed amendments. He stated that staff's recommendation is for the Planning Commission to forward it on to City Council.

- A. Duplex and townhome definitions;
- B. Base height increase in the General Commercial (GC) zone within the Downtown Master Plan Area; and
- C. Appeal timeframes.

Commissioner Leifer expressed concern about the height issue in the downtown area, but commented that controlling who can park where is critical to this working.

Motion made by Commissioner Hoen, seconded by Commissioner Andes, to forward this on to City Council with a recommendation for approval. **Motion** passed (4-1-1) with Commissioners Hoen, Andes, Smith, and Leifer voting in favor, Commissioner Whitaker voting against the motion, and Commissioner Richards abstaining.

Motion made by Commissioner Richards, seconded by Commissioner Andes, to close the hearing at 8:09 p.m. **Motion** passed unanimously.

NEW BUSINESS

- A. Planned Connector Road Revisions

Senior Planner Gemmer reviewed proposed connector road revisions:

- 53rd Avenue NE – designate as a collector arterial
- 40th Avenue NE – eliminate collector (39th Avenue provides needed connection)
- 59th Drive NE designate connector from Glein to Peterson-Sears
- Various connectors south of 40th Street NE from 79th Avenue NE to 80th Avenue NE
- Various connectors from 49th Street NE to 60th Street NE between 79th Avenue NE and to Highway 9

Commissioner Whitaker asked about the implications of 53rd Avenue being designated as a collector arterial. Senior Planner Gemmer explained that no improvements are contemplated at this time; however, it impacts what standards apply to the road. It also allows the City to seek grant funding.

OTHER

Senior Planner Gemmer reviewed the proposed rezone of the Washington Trucking site from General Industrial to Downtown Commercial noting that concerns had been raised related to site access and site contamination. She explained that with the last permit access was only restricted southbound on 529 where you take a left hand turn, cross over 529 and go eastbound into the site. All other turning movements were allowed. In preliminary discussions with Public Works staff, similar restrictions on turning movements are expected in the event that the property were developed with a use that is allowed in the downtown commercial zone; however, access for any new use would be subject to review and approval by WSDOT and the City. Access to the site will actually be improved with the interchange. Regarding site contamination, two different environmental assessments have been done. Hydrocarbon contaminants were found, and any use of the site will require environmental cleanup and remediation depending on the intended use of the sites.

Director Koenig gave an update on permit activity in the City.

CITY COUNCIL AGENDA ITEMS AND MINUTES

ADJOURNMENT

Motion made by Commissioner Richards, seconded by Commissioner Whitaker, to adjourn the meeting at 8:46 p.m. **Motion** passed unanimously.

NEXT MEETING:

October 23, 2018


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

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO DUPLEX AND TOWNHOME DEFINITIONS, BASE HEIGHT IN THE GENERAL COMMERCIAL ZONE AND NOTICE TIMEFRAMES AMENDING SECTIONS 22A.020.050, 22A.020.210, 22C.020.080, 22C.020.090, 22G.010.100, 22G.010.160 AND 22G.010.350 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 11, 2018; and

WHEREAS, on September 25, 2018, the Marysville Planning Commission held a duly-advertised public hearing, which was continued to October 9, 2018; and

WHEREAS, On October 9, 2018, the Marysville Planning Commission recommended City Council adopt the proposed amendments to the City's development regulations; and

WHEREAS, at a public meeting on November 13, 2018, 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 August 31, 2018 (Material ID 25241) and September 11, 2018 (Material ID 25252), 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 22A.020.050, entitled "D" definitions, is hereby amended as follows:

22A.020.050 "D" definitions.

"Duplex" means a building that contains two primary dwelling units ~~on one lot~~. The units must share a common wall with the adjacent unit that extends from foundation to roof, or a common floor/ceiling.

Section 2. Amendment of Municipal Code. MMC Section 22A.020.210, entitled "T" definitions, is hereby amended as follows:

22A.020.210 "T" definitions.

"Townhouse" means a ~~one~~single-family dwelling unit constructed in a row of at least three such units in which each unit: has a shared common wall with the adjacent unit that extends from foundation to roof; is separated from any other unit by one or more vertical common fire-resistant walls; has its own front and rear access to the outside; and has no unit ~~is~~ located over another unit. ~~and each unit is separated from any other unit by one or more vertical common fire-resistant walls.~~

Section 3. Amendment of Municipal Code. MMC Section 22C.020.080, entitled "Densities and dimensions," is hereby amended as follows:

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

(a) Subsection (2) of this section contains general density and dimension standards for the various zones and limitations specific to a particular zone(s). Additional rules and exceptions, and methodology, are set forth in MMC 22C.020.090.

(b) The density and dimension table is arranged in a matrix format and is delineated into the commercial, industrial, recreation and public institutional use categories.

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone. A blank box indicates that there are no specific requirements. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote set forth in MMC 22C.020.090.

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
Base density: Dwelling unit/acre	(18)	12	12	12	28 (1)	-	-	-	-	-	12	-
Maximum density: Dwelling unit/acre	-	None (13)	None (13)	None	34 (2)	-	-	-	-	-	18 (13)	-
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side) 20 feet (rear)	None (4)	None (4)	None (4)	5 feet (9)	None (4) 50 feet (5)	None (4) 50 feet (5)	-	None (4)	None (4)	5 feet (9, 16, 17)	None (4)
Base height (6)	25 feet	55 feet	35 feet, 85 feet (19)	85 feet	45 feet, 65 feet (10)	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

Section 4. Amendment of Municipal Code. MMC Section 22C.020.090, entitled "Densities and dimensions – Development conditions," is hereby amended as follows:

22C.020.090 Densities and dimensions – Development conditions.

(1) These densities are allowed only through the application of mixed use development standards.

(2) These densities may only be achieved in the downtown portion of Planning Area 1 through the application of residential density incentives. See Chapter [22C.090](#) MMC.

(3) Gas station pump islands shall be placed no closer than 25 feet to street front lines. Pump island canopies shall be placed no closer than 15 feet to street front lines.

(4) A 25-foot setback is required on property lines adjoining residentially designated property.

(5) A 50-foot setback only required on property lines adjoining residentially designated property for industrial uses established by conditional use permits, otherwise no specific interior setback requirement.

(6) Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit.

(7) Subject to sight distance review at driveways and street intersections.

(8) A 20-foot setback is required for multiple-family structures outside of the downtown portion of Planning Area 1.

(9) A 15-foot setback is required for (a) commercial or multiple-family structures on property lines adjoining single-family residentially designated property, and (b) a rear yard of a multi-story residential structure, otherwise no specific interior setback requirement. Interior setbacks may be reduced where features such as critical area(s) and buffer(s), public/private right-of-way or access easements, or other conditions provide a comparable setback or separation from adjoining uses.

(10) The 65-foot base height applies only to the downtown portion of Planning Area 1. The 45-foot base height applies to the southeast sector of the downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.

(11) The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.

(12) Reduced building setbacks and height requirements may be approved on a case-by-case basis to provide flexibility for innovative development plans; provided, that variance requests which are greater than 10 percent of the required setback shall be considered by the hearing examiner.

(13) Subject to the application of the residential density incentive requirements of Chapter [22C.090](#) MMC.

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

(15) Projects with split zoning (two or more distinct land use zones) may propose a site plan to density average or adjust the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition.

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

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

(18) There is no minimum or maximum density for this zone. Residential units are permitted if located above a ground-level commercial use.

(19) The 85-foot base height applies only within the boundaries of the Downtown Master Plan area, bounded by 8th Street to the north, Ebey Slough to the south, Alder Avenue to the east, and Interstate 5 to the west.

Section 5. Amendment of Municipal Code. MMC Section 22G.010.100, entitled "Notice of administrative approvals," is hereby amended as follows:

22G.010.100 Notice of administrative approvals.

Notice of administrative approvals subject to notice under MMC 22G.010.160 shall be made as follows:

(1) Notification of Preliminary Approval. The director shall notify the adjacent property owners of his intent to grant approval. Notification shall be made by mail only.

(2) The notice shall include:

(a) A description of the preliminary approval granted, including any conditions of approval;

(b) A place where further information may be obtained;

(c) A statement that final approval will be granted unless an appeal requesting a public hearing is filed with the ~~city clerk~~ [community development](#) director within ~~15~~ [14](#) days of the date of the notice.

Section 6. Amendment of Municipal Code. MMC Section 22G.010.160, entitled "Administrative approvals subject to notice," is hereby amended as follows:

22G.010.160 Administrative approvals subject to notice.

(1) The director may grant preliminary approval or approval with conditions, or may deny the following actions subject to the notice and appeal requirements of this section:

- (a) Short subdivisions;
- (b) Shoreline permits for substantial developments;
- (c) Conditional use permits;
- (d) Binding site plans;
- (e) Master plan for properties under ownership or contract of applicant(s).

(2) Final Administrative Approvals. Preliminary approvals under this section shall become final subject to the following:

- (a) If no appeal is submitted, the preliminary approval becomes final at the expiration of the ~~15~~ 14-day notice period.
- (b) If a written notice of appeal is received within the specified appeal periods, the matter will be referred to the hearing examiner for an open record public hearing.

Section 7. Amendment of Municipal Code. MMC Section 22G.010.350, entitled "Notice requirements and comment period," is hereby amended as follows:

22G.010.350 Notice requirements and comment period.

(1) The department shall provide published, posted and mailed notice pursuant to Article II of this chapter, Public Notice Requirements, for all applications subject to community development director review.

(2) Written comments and materials regarding applications subject to community development director review procedures shall be submitted within ~~15 days of the date of published notice or the posting date, whichever is later. the public comment period established pursuant to MMC 22G.010.090, Notice of development application.~~

Section 11. 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>
_____	Definitions, Base Height and Notice Timeframes	_____, 2018"

Section 12. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 13. 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 _____, 2018.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)