

Marysville City Council Work Session

May 3, 2021

7:00 p.m.

City Hall

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person.

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. North Marysville Family Resource Center

B. Housing Authority of Snohomish County

Discussion Items

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

Consent

1. Approval of the April 23, 2021 Payroll in the Amount of \$1,411,405.59 Paid by EFT Transactions and Check Number 33428 through 33443

2. Approval of the April 28, 2021 Claims in the Amount of \$677,313.48 Paid by EFT Transactions and Check Numbers 147896 through 147974 with Check Number 135839 Voided

Review Bids

Public Hearings

Work Sessions are for City Council study and orientation – Public Input will be received at the May 10, 2021 City Council meeting.

Marysville City Council Work Session**May 3, 2021****7:00 p.m.****City Hall**

3. Consider a **Resolution** Approving a Development Agreement with NP Arlington MIC, LLC (NorthPoint Development) Concerning the Development of an Industrial Park in the Cascade Industrial Center (**Action to be taken May 10, 2021**)

New Business

4. Consider an Agreement with King County to Accept Grant Funds to Prepare to Respond to Terrorist Attacks and to Approve the Amendment Extending the Agreement to April 30, 2022

5. Consider the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants, in the Amount of \$28,033.00 and Extend the Contract Terms to December 31, 2021

6. Consider the Water Supply Contract with City of Everett and Joint Operating Agreement Participants

7. Consider the Professional Services Agreement with RH2 Engineering, in the Amount of \$463,330.00 for Engineering Services to Update the Sanitary Sewer Comprehensive Plan and Complete a Comprehensive Water, Sewer, and Surface Water Rate Study

8. Consider an Agreement with City of Lake Stevens and Conveyance of Sewage Collection Systems to the City of Marysville

9. Consider the Local Agency Agreement Supplement No. 4 Redistributing \$17,409.50 in Previously-Obligated Federal Construction Funds to Cover Costs Arising from the CM Consultant Agreement and State Force Inspection

10. Consider an **Ordinance** Amending the MMC Title 22C Concerning Enhanced Services Facilities, and Repealing Ordinance No. 3168

11. Consider an **Ordinance** Amending MMC 11.08.200(2) Regarding Parking Tractor-Trailer Combinations

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

Work Sessions are for City Council study and orientation – Public Input will be received at the May 10, 2021 City Council meeting.

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

May 3, 2021

City Hall

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

Reconvene

Adjournment

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

A

NORTH MARYSVILLE

FAMILY RESOURCE CENTER



Created with the community in mind.

We are a community hub that provides onsite and mobile support for children, youth, and families through parent skill training, mental health and family counseling, literacy support, substance use prevention, mentoring, and community partnership.

We are staffed from 10 am- 5 pm on Monday, Wednesday, and Friday, and are available for additional support services and community meetings by appointment.



1424 172nd St. NE

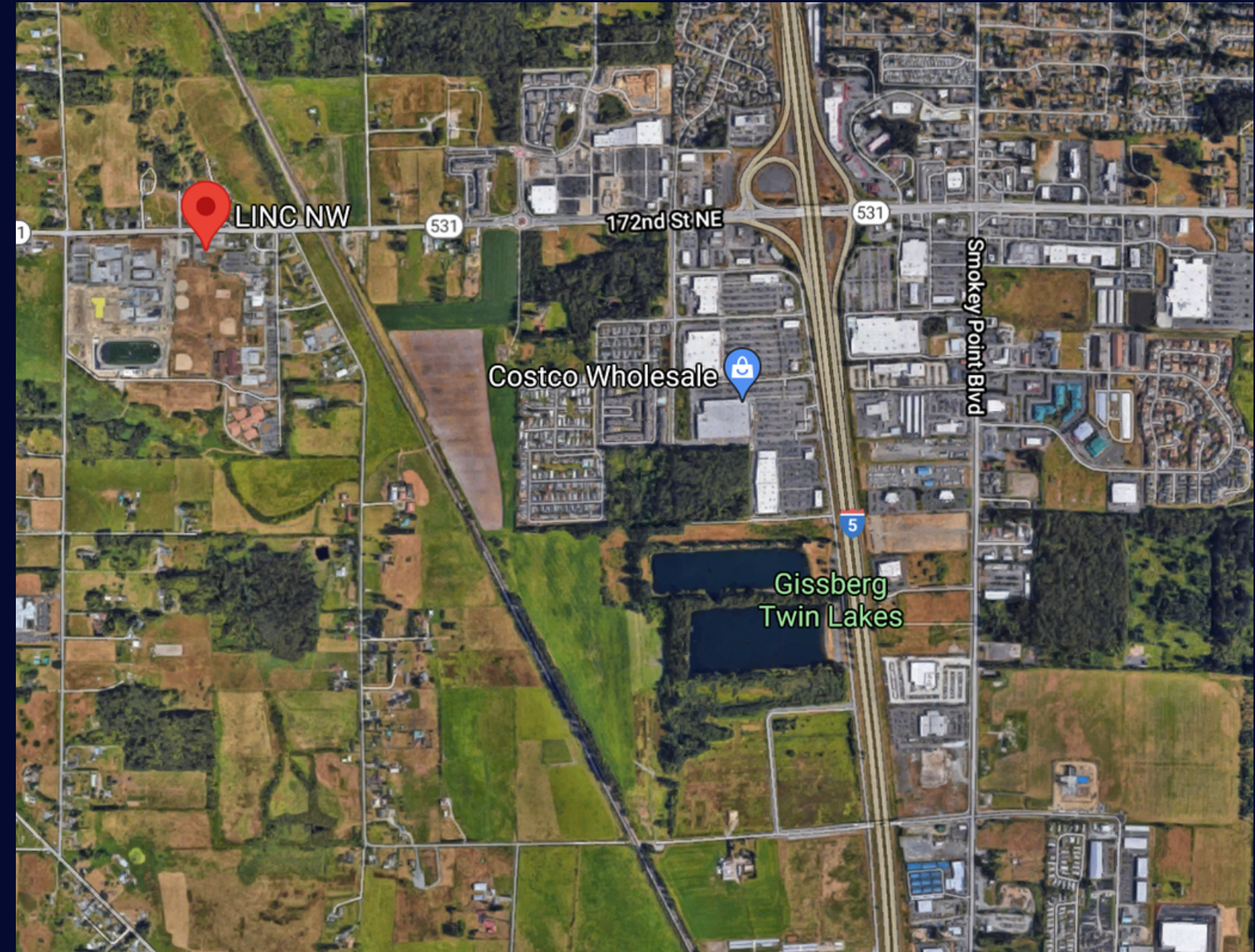
Proximity

Our Facility shares a fence with the entire Lakewood School District.

We are within 1/2 mile of all of the Twin Lakes Development and High Capacity Housing

At full funding the North Marysville Resource Center will serve more than 200 households and 1000 individuals*

*Satelite locations near Shoultes Elementary, Marysville Pilchuck High School, or Cedarcrest Middle School would yield similar results.



Need

This region of the county has operated with limited human services support for 50+ years.

Phased Operations

*We officially open on
Monday, May 10th at
10 am!*

Phase 1 (April 2021)

Hired an Administrative Social Worker, contracted with a music therapy partner, will be hosting students for limited afterschool drop-in and will be distributing rental and utility assistance to community members.

Phase 2 (July 2021)

Add a Marriage and Family Therapist contract, skill-building courses for teens and adults, a literacy partnership with local libraries and educators.

Phase 3 (October 2021)

Add an additional social worker, increase our therapy contracts, as well as increase our community, family, and student support offerings.

Our Goals and Objectives

- **To be a welcoming space that can be utilized by a diverse population.**
- **To operate as an intrinsic part of the community, serving as a link between families, schools, support services, and the greater community, and sustain strong partnership with a variety of community-based providers, system leaders, and stakeholders in order to address local needs.**
- **To partner with families and the whole community using trauma-informed, strengths-based, multi-generational, family-centered approaches.**
- **To provide culturally sensitive and, when possible, linguistically competent services that reflect the families and community that we serve.**

Our Goals and Objectives

- **To be prevention-focused and aim to improve parents' resilience and protective factors.**
- **To coordinate, implement, and make referrals to a multitude of services in order to provide full and flexible individualized and group-based support to address the complex needs of families.**
- **To develop parent and community leadership to identify and support advocacy efforts and family and community resilience.**
- **To operate mentoring and prosocial programming that builds resilience among adult-student and student-student relationships in the community.**
- **To maintain a diverse, high-quality, and well-trained staff.**
- **To always be learning and growing in order to address the specific needs of our community.**

**COMMUNITY
FOUNDATION**
of Snohomish County



TulalipCares.org



Snohomish County



SEATTLE
FOUNDATION

Washington State
Health Care Authority

Funding Sources

LINC NW is working to secure funding through partnerships, grant requests and local, state, and federal partners.

Community Foundation of Snohomish County: Rick Steves Capital Grant, \$6,000 request, April 2021; Coastal Community Bank, \$3,000 request, May 2021

Whitehorse Foundation: \$100,000 request, April 29, 2021

Tulalip Tribes Charitable Fund: \$30,000 request, June 2021

Marysville Rotary: \$30,000 request, May 2021

Snohomish County: \$20,000 pending 2022 budget

City of Marysville: \$100,000 secured; \$20,000 pending request 2022 budget

Health Care Authority (CPWI Cohort 7) Coalition Development Grant: \$220,000 Request for Assistance, May 2021 (In partnership with Educational Service District 189 and the Lakewood School District)

A Request

Regular budget funding from the City of Marysville for Resource Center Operations beginning in the 2022 budget.

\$20,000 - \$40,000



B

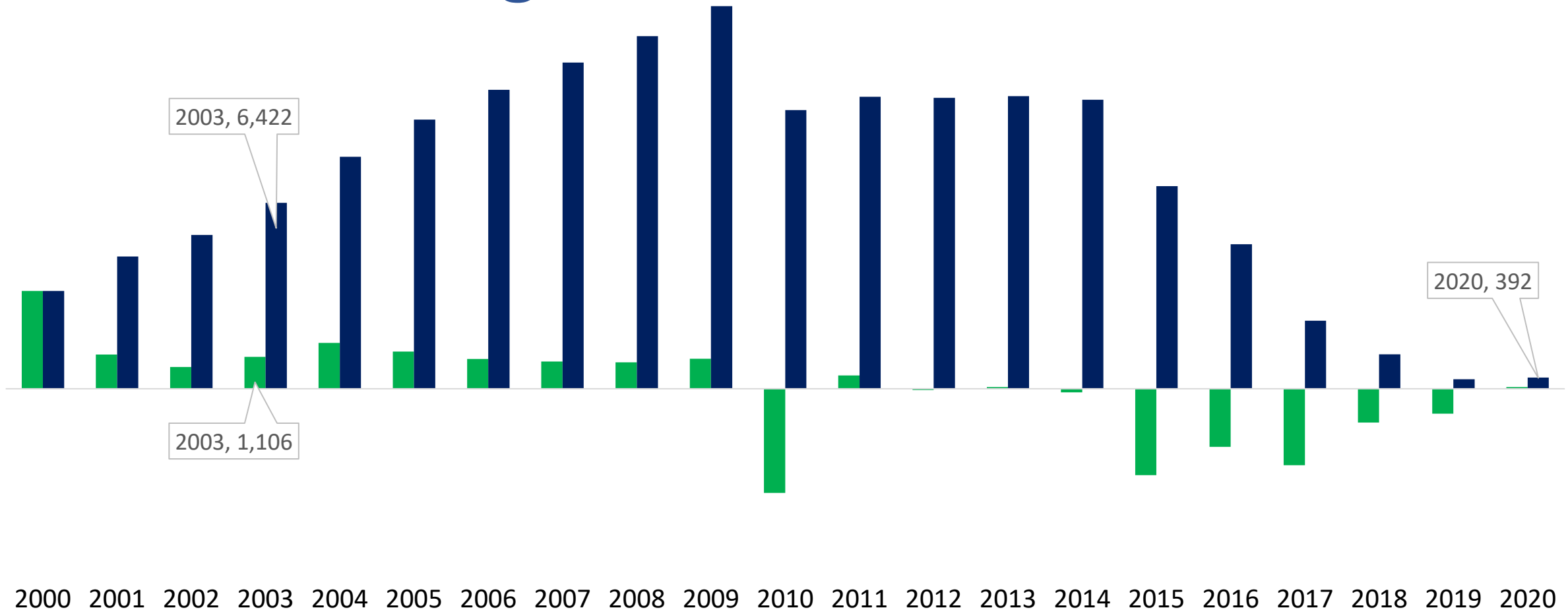
Snohomish County Housing Perspective

Chris Collier
AHA Program Manager
Marysville City Council
5/3/21

Background

- AHA a multi-jurisdictional collaborative to
- Provide data & analytics, technical expertise & outreach
- Assist members in understanding housing affordability shortage
- Please reach out & ask questions, learn more, help me help you!
ccollier@hasco.org, or 425-293-0601

In One Slide: Regional Context

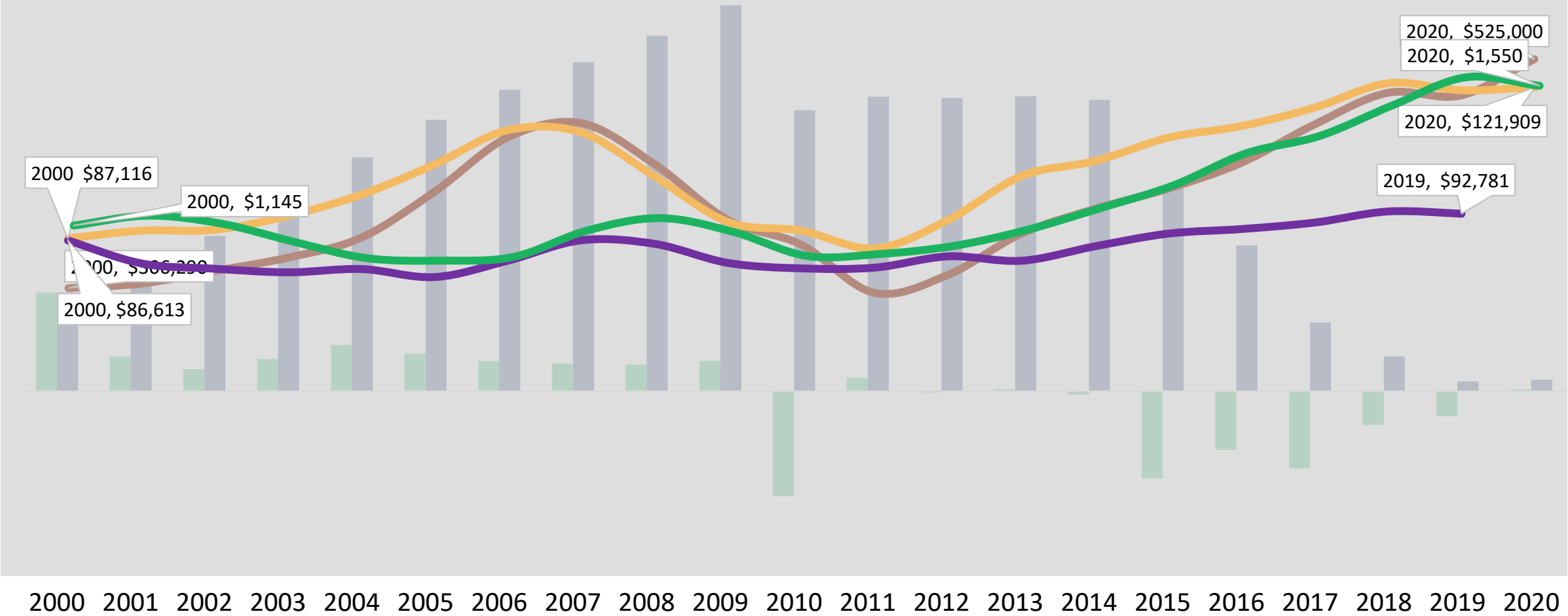


Housing Stock

Annual +/-

Total +/-

In One Slide: Regional Context



Housing Stock

■ Annual +/-

■ Total +/-

— Median Sale Price

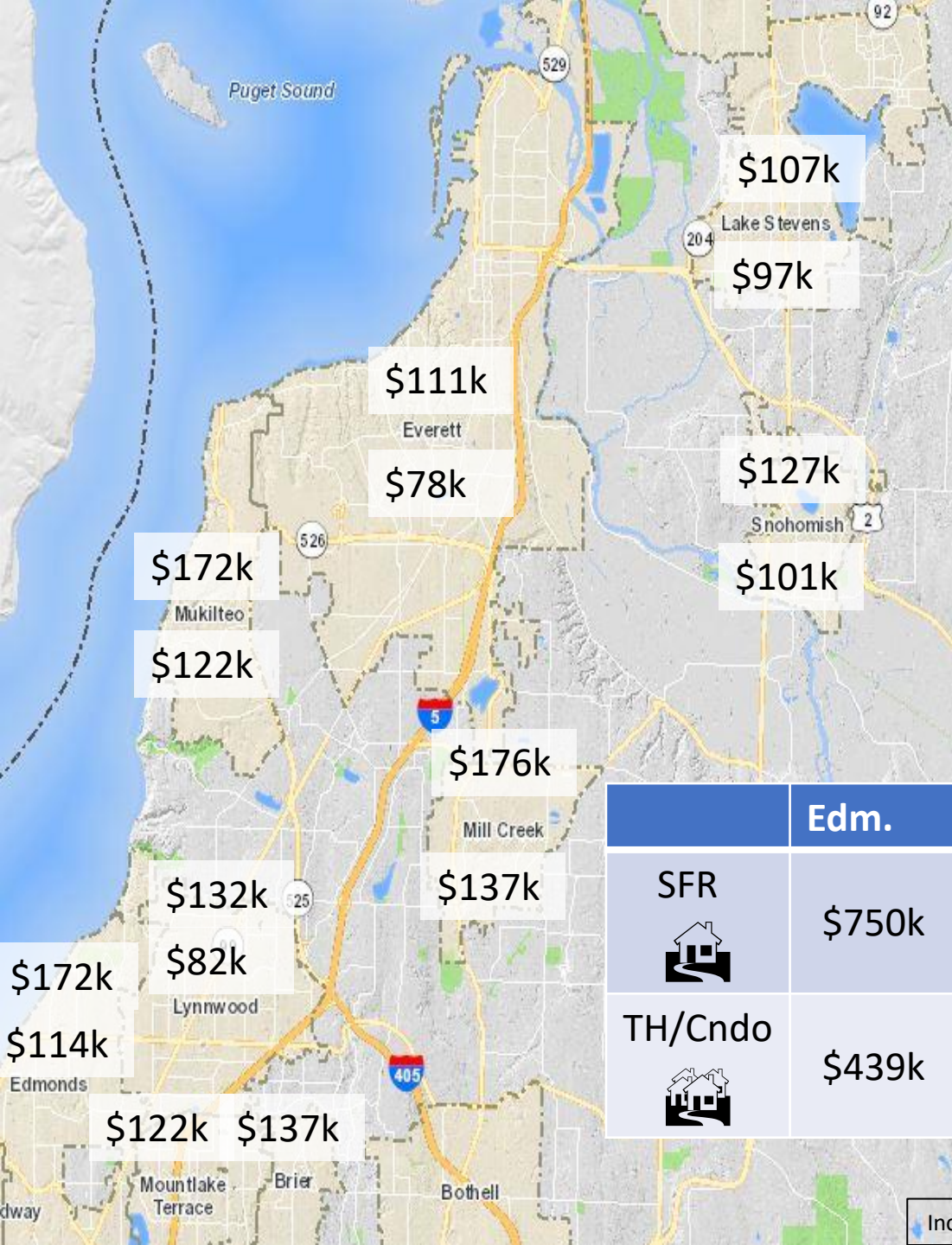
— Median Income

— Required Income

— Avg. Rent



Item B - 4

Income requirement based on sale price, assumed 3.5% interest, 30-year term, 10% down pmt., 26% DTI, real property tax figures



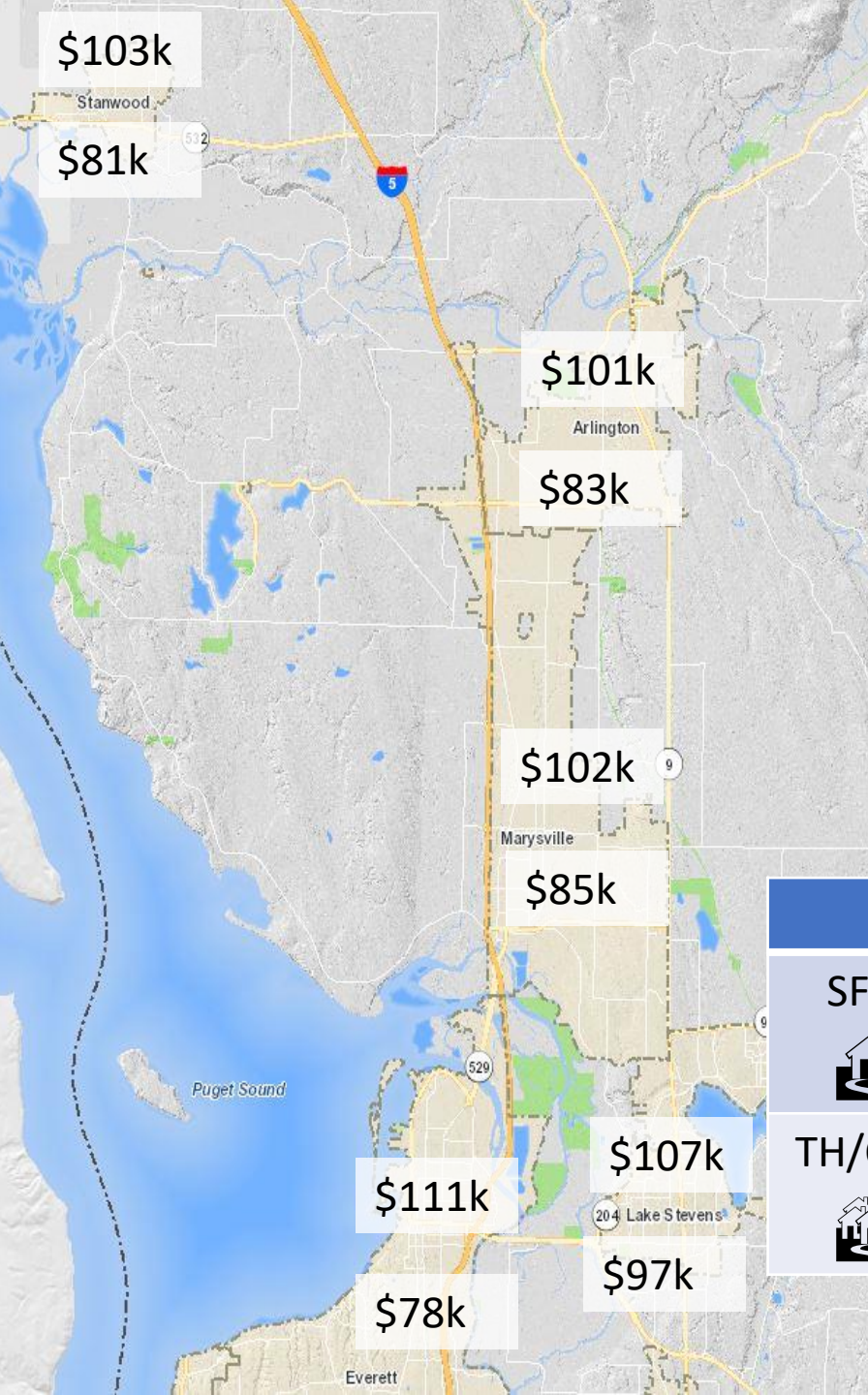
Occupation:	25 th Pct – 50 th Pct
Administrative Law Judge:	\$110k – \$132k
Physician:	\$104k - \$130k
Emergency Mgmt. Director:	\$95k - 115k
Audiologists:	\$77k – \$92k

Who Can Buy Where?

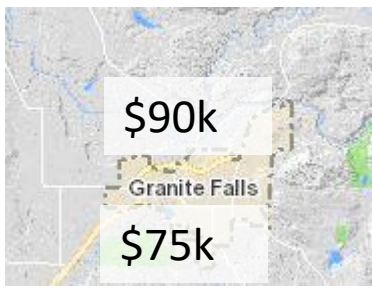
	Edm.	Lynn.	MLT	Mill C.	Muk.	Evert.	LS.	Sno.
SFR 	\$750k	\$560k	\$519k	\$751k	\$729k	\$458k	\$445k	\$500k
TH/Cndo 	\$439k	\$290k	\$597k*	\$545k	\$459k	\$280k	\$396k	\$360k

Item B - 5

Income requirement based on sale price, assumed 3.5% interest, 30-year term, 10% down pmt., 26% DTI, real property tax figures





Occupation:	25 th Pct – 50 th Pct
Computer System Analyst:	\$83k – \$105k
Management Analyst:	\$74k – \$101k
Locomotive Engineer:	\$88k – \$95k
Firefighters:	\$72k – \$85k



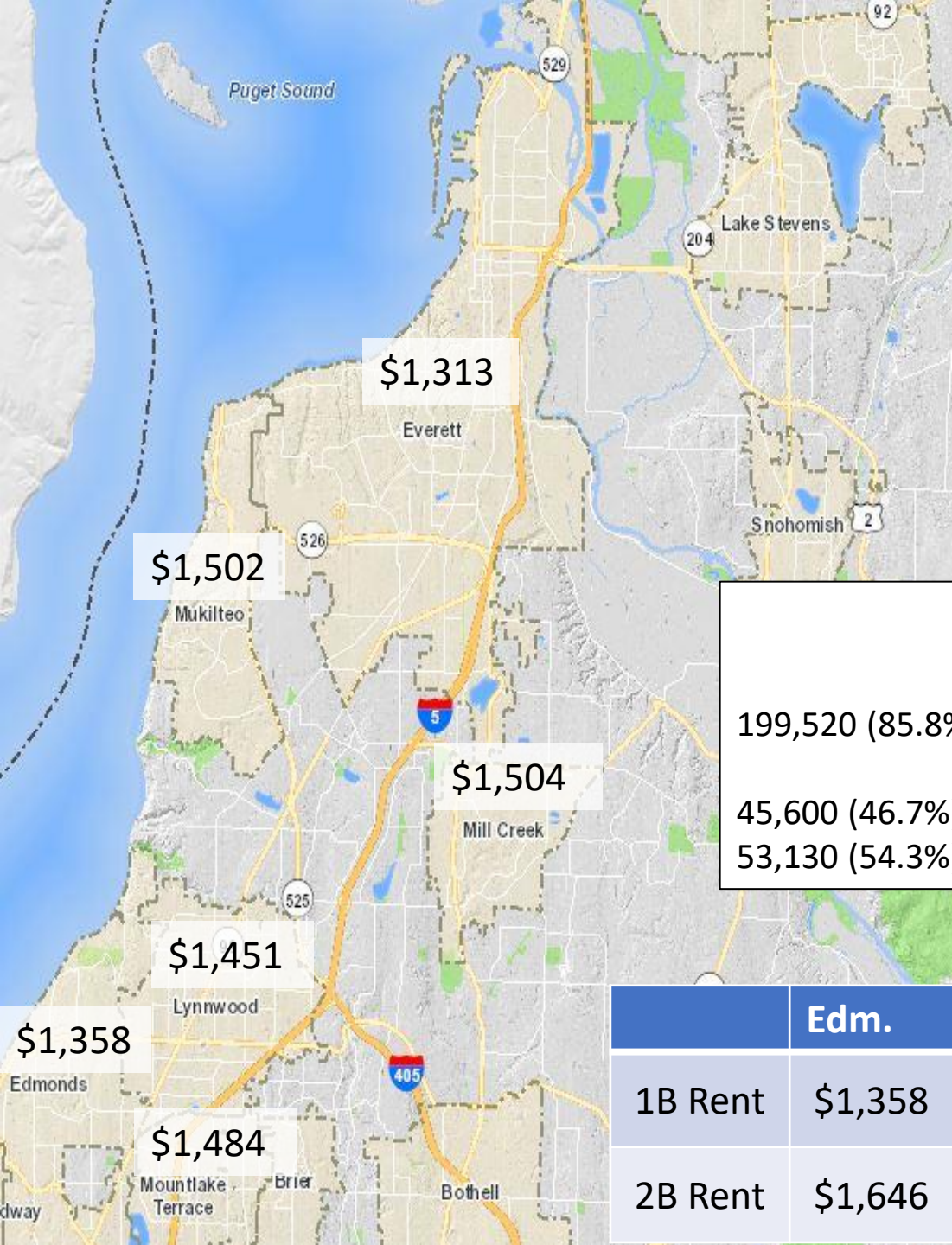
...and so on.
 1.5M occupations pay <\$85k/year median
 in the Puget Sound region.

Who Can Buy Where?

	Evr.	LS.	Mar.	Gr F.	Arl.	Stan.	County Avg.
SFR 	\$750k	\$445k	\$425k	\$380k	\$430k	\$430k	\$550k (\$126k/yr)
TH/Cnd. 	\$439k	\$396k	\$334k	\$298k*	\$459k	\$310k	\$436k (\$105k/yr)

Item B - 6

Income requirement based on sale price, assumed 3.5% interest, 30-year term, 10% down pmt., 26% DTI, real property tax figures



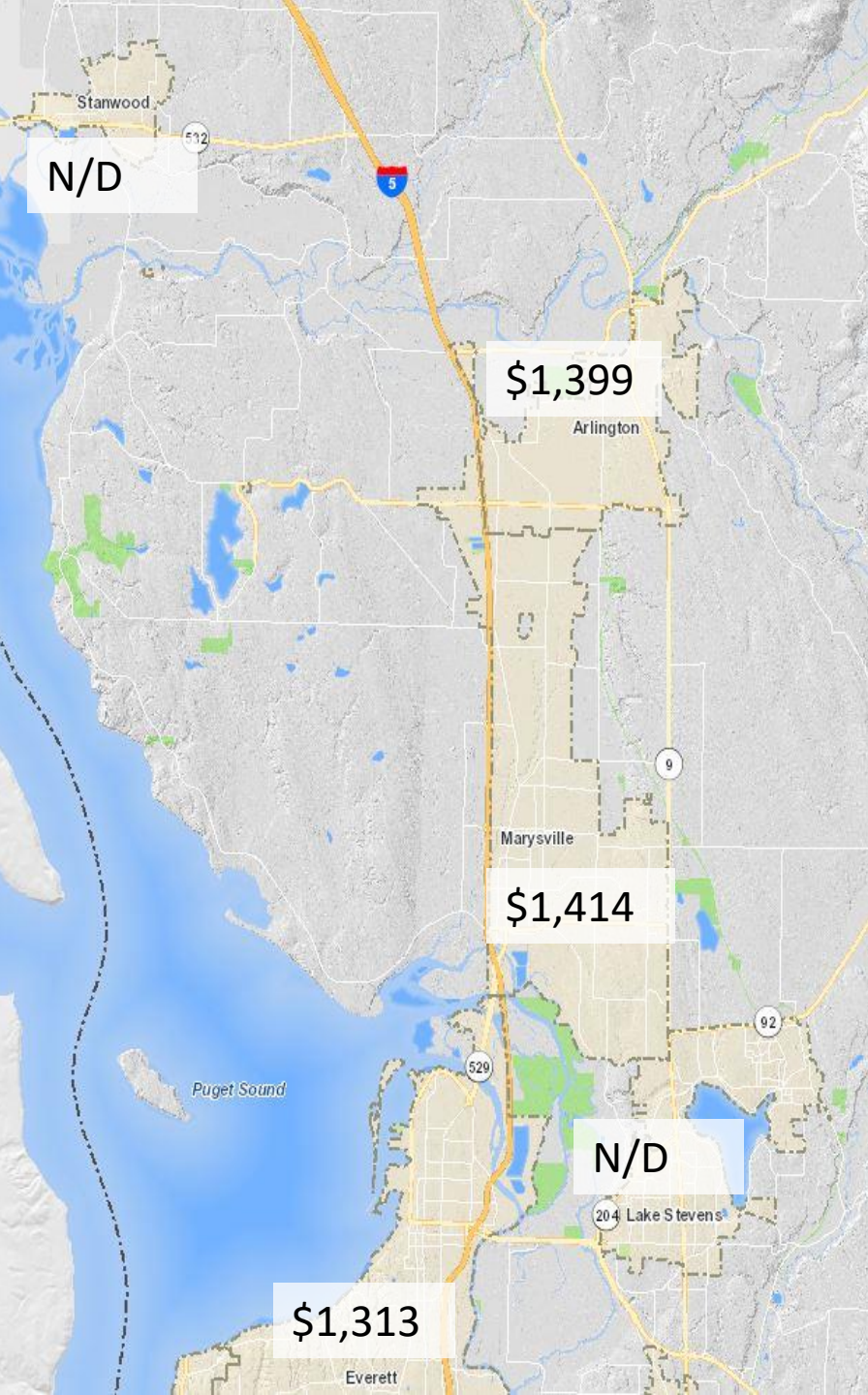
Occupation:	25 th Pct – 50 th Pct
Firefighter:	\$72k – \$86k \$1,754 - \$2,146
Plumber:	\$56k – \$79k \$1,401 - \$1,976
Middle School Teacher:	\$57k – \$70k \$1,430 - \$1,759
Marriage & Family Therapist:	\$43k – \$51k \$1,077 - \$1,276

(Annual Income / 12) * 0.3 = Monthly Affordable Rent

...and so on.
 In the Puget Sound region...
 199,520 (85.8%) of Office & Admin Support roles cannot affordably pay \$1450/mo rent.
 45,600 (46.7%) of Educational Instruction occupations cannot affordably pay \$1450/mo for rent.
 53,130 (54.3%) of Educational Instruction occupations cannot affordably pay \$1680/mo for rent.

Who Can Rent Where?

	Edm.	Lynn.	MLT	Mill C.	Muk.	Evert.	Count Avg.
1B Rent	\$1,358	\$1,451	\$1,484	\$1,504	\$1,502	\$1,313	\$1,436
2B Rent	\$1,646	\$1,752 ^{Item B - 7}	\$1,722	N/D	\$1,723	\$1,497	\$1,681



Occupation:	25 th Pct – 50 th Pct
PR Specialist:	\$55k – \$73k \$1,394 - \$1,830
Office Admin Supervisor:	\$55k – \$69k \$1,378 - \$1,727
Garbage/Recycling Collector:	\$54k – \$62k \$1,356 - \$1,553
Aircraft Mechanic:	\$50k – \$73k \$1,260 - \$1,832

(Annual Income / 12) *0.3 = Monthly Affordable Rent

...and so on.
 In the Puget Sound region...
 172,020 (99.3%) of Food Prep & Serving cannot afford \$1450/mo
 89,600 (51%), can afford between \$716 and \$830/mo

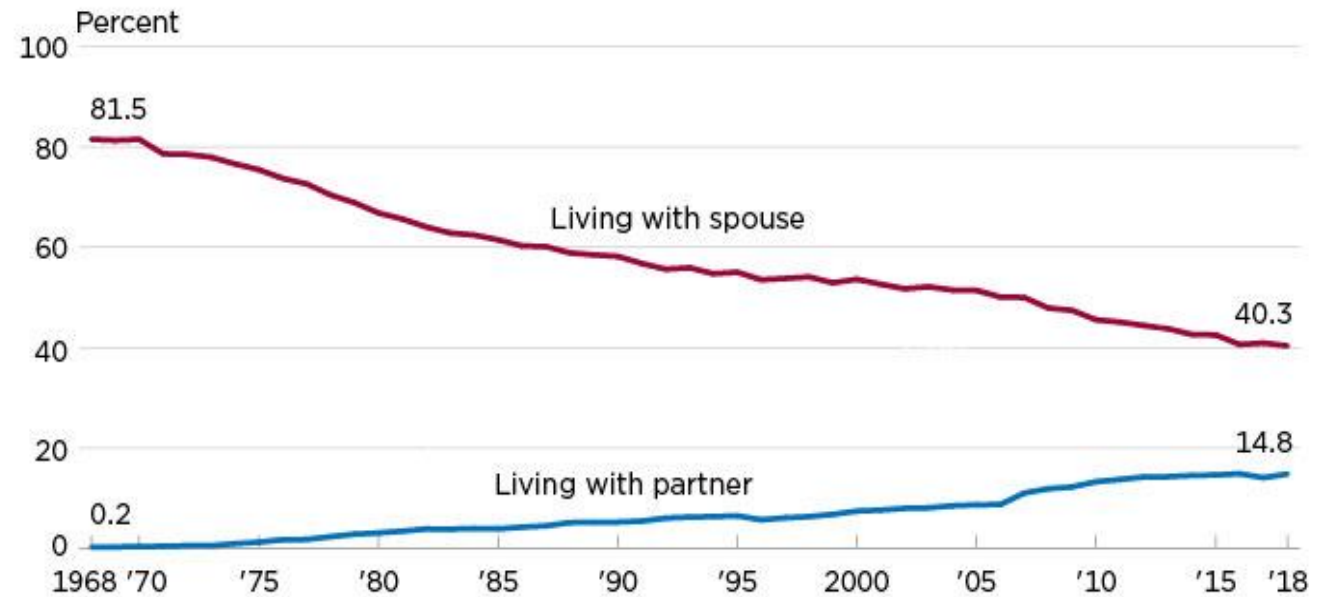
Who Can Rent Where?

	Evr.	Mar.	Arl.	Count Avg.
1B Rent	\$1,313	\$1,414	N/D	\$1,436
2B Rent ^{Item B - 8}	\$1,497	\$1,610	\$1,399*	\$1,681

Let's Combine Incomes

Cohabitation has become more common among 25- to 34-year-olds.

Living Arrangements of Young Adults Ages 25 to 34



Source: U.S. Census Bureau, Current Population Survey, Annual Social and Economic Supplements, 1968 to 2018.

Let's Combine Incomes

Title	Median Income	Title	Median Income	Title	Median Income
Police/Sheriff	\$87,220	Travel Agent	\$54,490	Sheet Metal Worker	\$64,970
Firefighter	\$85,850	EMT/Paramedic	\$42,770	Industrial Machinery Mechanic	\$64,510
Architect	\$78,480	Security Guard	\$32,720	Heavy Equipment Mechanic	\$64,680
Accountant	\$77,080	Receptionist	\$36,300	Inspector/Tester/Weigher	\$61,630
Curator	\$66,390	Floral Designer	\$34,090	Machinist	\$54,040
Middle School Teacher	\$70,360	Waiter/Waitress	\$33,320	Welder	\$55,680
Carpenter	\$63,460	Cashier	\$29,840	Automotive Mechanic	\$50,330
Marriage Therapist	\$51,060	Barista	\$28,280	General Maint./Repair	\$45,970

City	Income Req. for Loan	City	Income Req. for Loan	City	Income Req. for Loan
Arlington	\$99,915	Lake Stevens	\$104,743	MLT	\$124,140
Edmonds	\$158,711	Lynnwood	\$121,256	Mukilteo	\$162,314
Everett	\$104,172	Marysville	\$100,227	Snohomish	\$120,602
Granite Falls	\$90,177	Mill Creek	\$168,206	Stanwood	\$102,369

What's Getting Built?

Marysville			
	SF	MF1-49	MF50+
2006	160	2	0
2007	312	62	0
2008	152	27	0
2009	150	6	0
2010	383	4	0
2011	217	55	0
2012	158	88	0
2013	152	365	0
2014	98	186	197
2015	90	64	0
2016	81	186	0
2017	72	220	0
2018	198	12	0
Total	2223	1277	197
% of total	60.1%	34.5%	5.3%

Uninc. Snohomish County			
	SF	MF1-49	MF50+
	3,136	252	0
	2,326	391	88
	1,194	357	0
	1,076	112	0
	1,059	247	0
	1,167	325	88
	1,300	700	480
	1,239	655	691
	1,338	472	51
	1,521	516	70
	1,485	675	0
	1,499	682	0
	972	1387	0
Total	19,312	6,771	1,468
% of total	70.1%	24.6%	5.3%

Regional Totals			
	SF	MF1-49	MF50+
	13824	5075	3728
	10,940	5,639	8,010
	5,586	3,225	7,871
	4,528	1,159	2,104
	5,680	1,933	2,926
	5,465	2,043	4,913
	7,031	2,666	9,126
	7,619	3,287	8,924
	6,866	4,912	8,896
	7,241	4,962	13,468
	7,864	5,916	10,221
	7,928	6,505	10,643
	6,840	6,666	12,982
Total	97,412	53,988	103,812
% of total	38.2%	21.2%	40.7%

What's Getting Built?

Marysville					Uninc. Snohomish County			Regional Totals		
	SF	MF1-49	MF50+		SF	MF1-49	MF50+	SF	MF1-49	MF50+
2006	Municipal Totals				3,136	252	0	13824	5075	3728
2007		SF	MF1-49	MF50+	2,326	391	88	10,940	5,639	8,010
2008	2006	1172	592	939	1,194	357	0	5,586	3,225	7,871
2009	2007	965	588	91	1,076	112	0	4,528	1,159	2,104
2010	2008	1,029	368	301	1,059	247	0	5,680	1,933	2,926
2011	2009	682	141	950	1,167	325	88	5,465	2,043	4,913
2012	2010	509	576	299	1,300	700	480	7,031	2,666	9,126
2013	2011	508	450	400	1,239	655	691	7,619	3,287	8,924
2014	2012	734	238	123	1,338	472	51	6,866	4,912	8,896
2015	2013	590	103	235	1,521	516	70	7,241	4,962	13,468
2016	2014	795	74	0	1,485	675	0	7,864	5,916	10,221
2017	2015	632	144	108	1,499	682	0	7,928	6,505	10,643
2018	2016	515	328	269	972	1387	0	6,840	6,666	12,982
Total	2017	1,119	416	0	19,312	6,771	1,468	97,412	53,988	103,812
% of total	2018	1,141	560	0	70.1%	24.6%	5.3%	38.2%	21.2%	40.7%
	Total	10,391	4,578	3,715						
	% of total	55.6%	24.5%	19.9%						

What Does This Tell Us?

- Protection from change only ensures unaffordability for our children
- Seniors struggle to downsize
- Homeowners & renters are both overleveraged & vulnerable

Snohomish County “Forced Sale” Records												
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
SnoCo	1,970	2,845	3,091	1,588	746	487	456	39	7	25	42	1,587
Mar.	220	342	331	201	120	67	53	8	0	4	2	139
Edm.	49	103	91	60	29	15	20	1	0	4	2	79
Mill C.	33	33	46	12	9	4	4	0	1	0	0	33

- The costs of no action can be seen in downtown Seattle. Alternative?

Alternative(s)?

- Create homeownership options for incomes >\$70k – requires \$0 subsidy
- Create market rate housing options for \$40k/y incomes
- Create? You mean the City builds housing?
- Let's say allow, instead of create.



Item B - 15





Item B -17



1057

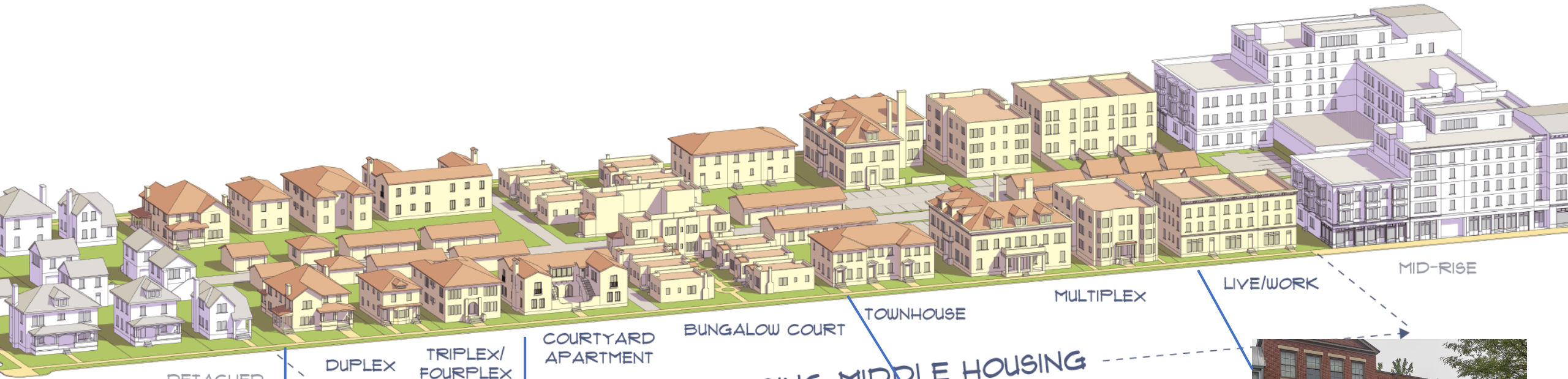
Item B - 18

Photo
Credit:

Copyright © 2015
Opticos Design, Inc.



Where Are These Feasible?



DETACHED SINGLE-FAMILY HOMES

Duplex
Est. 6-13
DU/AC



DUPLEX TRIPLEX/FOURPLEX

COURTYARD APARTMENT



Courtyard Apartments
Est. 24-61 DU/AC

BUNGALOW COURT

TOWNHOUSE

MULTIPLEX

LIVE/WORK

MID-RISE

MISSING MIDDLE HOUSING



Townhomes
Est. 11-25 DU/AC



Live/Work
Est. ~14-29 DU/AC

DU/AC = Dwelling Units/Acre

Alternative(s)?

- Create homeownership options for incomes >\$70k
- Create market rate rental options for \$40k/y incomes
- Create? You mean the City builds housing?
- Let's say allow, instead of create.
- ~~ALLOW. Current zoning must explicitly allow, otherwise it isn't.~~
- How do we make it feasible to create?

Miscellanea

- This is 1/3rd of the issue (**market rate**, income restriction, homelessness)
 - This is about personal freedom in land use
- New built condo duplexes sell for \$58/sqft more than new SFD*
- Impact of Cascade Industrial Center is coming – what is the avg. wage?
- This conversation needs to be held in broader society, not just Council
 - Who are we talking about – firefighters, teachers, service industry, manufacturing
- Regional cooperation is a must, intra- & inter-county
 - Every city & county is in a different place, but has a role to play
- Our choice is simply whether to let change happen or guide the change

* Common Wall Condominiums (Property Code 142)

*“Change is the only constant
in life”*

Heraclitus

Thank You

Chris Collier

AHA Program Manager

ccollier@hasco.org

425-293-0601

Item B - 22

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

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 April 23, 2021 in the amount \$1,411,405.59, paid by EFT Transactions and Check No.33428 through 33443.

COUNCIL ACTION:

BLANKET CERTIFICATION
PAYROLL
FOR PERIOD-4

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **PAYROLL** IN THE AMOUNT OF **\$1,411,405.59** PAID BY **EFT TRANSACTIONS AND CHECK NO. 33428 THROUGH 33443 IS JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS.**

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCILMEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE-MENTIONED **PAYROLL** ON THIS **10TH DAY OF MAY 2021.**

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

COUNCILMEMBER COUNCILMEMBER

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

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 April 28, 2021 claims in the amount of \$677,313.48 paid by EFT transactions and Check No.'s 147896 through 147974 with check numbers 135839 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-4

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$677,313.48 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 147896 THROUGH 147974 WITH CHECK NUMBERS 135839 VOIDED**, 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 **10th DAY OF MAY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 4/28/2021
TIME: 3:24:45PMCITY OF MARYSVILLE
INVOICE LIST

PAGE: 1

FOR INVOICES FROM 4/28/2021 TO 4/28/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147896	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 4/18-4/24/21	MEDICAL CLAIMS	63,505.72
147897	20201WY 41 LLC	UB Refund 14425 54th Dr. NE, 98271	WATER/SEWER OPERATION	243.54
147898	AIRGAS INC	VENTIS SENSOR	WASTE WATER TREATMENT	524.64
147899	AMAZON CAPITAL	PHOTOSHOP BOOK	RECREATION SERVICES	13.98
	AMAZON CAPITAL	GARMENT BAG	RECREATION SERVICES	21.85
	AMAZON CAPITAL	BUSINESS PRIME MEMBERSHIP	UTIL ADMIN	129.07
	AMAZON CAPITAL		GENERAL	129.07
	AMAZON CAPITAL		COMPUTER SERVICES	129.07
	AMAZON CAPITAL		RECREATION SERVICES	129.07
	AMAZON CAPITAL		COMMUNITY	129.07
	AMAZON CAPITAL		POLICE INVESTIGATION	129.07
	AMAZON CAPITAL		POLICE PATROL	129.07
	AMAZON CAPITAL		FINANCE-GENL	129.07
	AMAZON CAPITAL		DETENTION & CORRECTION	129.07
	AMAZON CAPITAL		OFFICE OPERATIONS	129.07
	AMAZON CAPITAL		POLICE ADMINISTRATION	129.11
	AMAZON CAPITAL	DESK RISER	PRO ACT TEAM	174.83
147900	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
147901	ARLINGTON HARDWARE	UNIFORM REPLACEMENT - NEWMAN	GENERAL	115.73
147902	AWWA	2021 SHORT SCHOOL/TRADE SHOW	DEVELOPMENT SERVICES	240.00
147903	BALDO, CONCEPCION	UB Refund	WATER/SEWER OPERATION	361.51
147904	BHC CONSULTANTS	PROFESSIONAL SERVICES 3/26/21	WASTE WATER TREATMENT	1,442.50
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	1,852.50
	BHC CONSULTANTS	EFFLUENT FLOW/NPDES PERMIT	WASTE WATER TREATMENT	3,280.00
147905	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 4/9-4/16/21	UTILITY BILLING	2,144.71
147906	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,670.13
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,698.88
147907	CENTRAL WELDING SUPP	WEED TORCH	ROADWAY MAINTENANCE	73.78
147908	COAST TO COAST TURF	CEDAR FIELD PLAYGROUND	PARK & RECREATION FAC	11,695.10
147909	COPIERS NORTHWEST	PRINTER CHARGES	COMMUNITY CENTER	0.80
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		PROBATION	179.70
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		PROPERTY TASK FORCE	208.28
	COPIERS NORTHWEST		GENERAL	216.31
	COPIERS NORTHWEST		LEGAL - PROSECUTION	300.13
	COPIERS NORTHWEST		EXECUTIVE ADMIN	352.93
	COPIERS NORTHWEST		WASTE WATER TREATMENT	355.29
	COPIERS NORTHWEST		ENGR-GENL	369.44
	COPIERS NORTHWEST		PARK & RECREATION FAC	477.33
	COPIERS NORTHWEST		MUNICIPAL COURTS	537.78
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		DETENTION & CORRECTION	783.09
	COPIERS NORTHWEST		POLICE INVESTIGATION	929.37
	COPIERS NORTHWEST		UTIL ADMIN	1,010.03
	COPIERS NORTHWEST		POLICE PATROL	1,215.78
	COPIERS NORTHWEST		COMMUNITY	1,697.13
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,302.07
147910	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,506.02
147911	COUGAR TREE SERVICE	TREE REMOVAL 132ND ST NE	ROADSIDE VEGETATION	1,967.40
147912	DICKS TOWING	TOWING 21-19265	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-19458	POLICE PATROL	77.47
147913	DIGITAL DOLPHIN SUPP	SUPPLIES	POLICE ADMINISTRATION	109.25
147914	E&E LUMBER	COUPLING, ADAPTER, PIPE	PARK & RECREATION FAC	5.63
	E&E LUMBER	PIPE THREAD, ADAPTER, STREET ADAPTER	PARK & RECREATION FAC	20.52
	E&E LUMBER	BATTERY PACK, WD-40, LUBRICANT	PARK & RECREATION FAC	35.66

DATE: 4/28/2021
TIME: 3:24:45PM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 4/28/2021 TO 4/28/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147946	OREILLY AUTO PARTS	FITTINGS	EQUIPMENT RENTAL	23.13
	OREILLY AUTO PARTS	FITTINGS, COUPLERS, ADAPTERS	EQUIPMENT RENTAL	424.58
	OREILLY AUTO PARTS	BATTERY JUMP BOX	EQUIPMENT RENTAL	918.10
147947	OTAK	PROFESSIONAL SERVICES 2/27-4/2/21	GMA - STREET	29,528.30
147948	PABLO, KELSIE	REFUND - SOCCER	PARKS-RECREATION	75.00
147949	PORTERFIELD, SARAH L	UB Refund	WATER/SEWER OPERATION	401.14
147950	POSTAL SERVICE	POSTAGE REIMBURSEMENT PW/CD	UTIL ADMIN	18.13
	POSTAL SERVICE		COMMUNITY	138.92
147951	POTTERY NOOK, THE	KIDS CANVAS PAINTING	RECREATION SERVICES	60.00
147952	POWERDMS, INC	POWER DMS FOR ADMIN	POLICE ADMINISTRATION	7,454.68
147953	PUBLIC SAFETY TESTIN	1ST QTR SUBSCRIPTION FEE	PERSONNEL ADMINISTRATION	951.00
147954	PUD	ACCT #205195373	PARK & RECREATION FAC	15.31
	PUD	ACCT #202461026	MAINT OF GENL PLANT	17.58
	PUD	ACCT #203569751	STORM DRAINAGE	24.66
	PUD	ACCT #202011813	PUMPING PLANT	27.86
	PUD	ACCT #202794657	TRANSPORTATION	38.33
	PUD	ACCT #203199732	TRANSPORTATION	50.01
	PUD	ACCT #203430897	STREET LIGHTING	53.52
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	60.64
	PUD	ACCT #202288585	TRANSPORTATION	63.01
	PUD	ACCT # 222772634	TRANSPORTATION	70.30
	PUD	ACCT #202303301	SEWER LIFT STATION	73.27
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	81.95
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	95.15
	PUD	ACCT #222025900	PUMPING PLANT	131.99
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	205.88
	PUD	ACCT #200223857	PARK & RECREATION FAC	224.36
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	228.00
	PUD	PUD 4708 - 79TH AVE NE	PARK & RECREATION FAC	251.91
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	255.03
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	264.61
	PUD	ACCT #201247699	STREET LIGHTING	273.46
	PUD	ACCT #201147253	PUMPING PLANT	298.53
	PUD	ACCT #201628880	WASTE WATER TREATMENT	305.16
	PUD	ACCT #220824148	WASTE WATER TREATMENT	586.69
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,338.76
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,448.80
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,076.20
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,262.34
	PUD	ACCT #201577921	PUMPING PLANT	4,888.25
	PUD	ACCT #201420635	WASTE WATER TREATMENT	11,873.33
	PUD	ACCT #201721180	WASTE WATER TREATMENT	22,493.81
147955	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	46.76
147956	ROJAS, NATALI	REFUND SOCCER	PARKS-RECREATION	75.00
147957	SECURITY LENDING LTD	UB Refund 5026 119th St. NE #C, 98271	WATER/SEWER OPERATION	220.90
147958	SECURITY LENDING LTD	UB Refund 5022 119th St. NE#B, 98271	WATER/SEWER OPERATION	237.58
147959	SECURITY LENDING LTD	UB Refund 5025 119th St. NE #D, 98271	WATER/SEWER OPERATION	248.02
147960	SECURITY LENDING LTD	UB Refund 5022 119th St. NE #A, 98271	WATER/SEWER OPERATION	281.92
147961	SECURITY LENDING, LT	UB Refund 5030 119th NE #F 98271	WATER/SEWER OPERATION	200.56
147962	SECURITY LENDING, LT	UB Refund 5030 119th St. NE #E, 98271	WATER/SEWER OPERATION	85.83
	SECURITY LENDING, LT		WATER/SEWER OPERATION	135.07
147963	SHI INTERNATIONAL	ADOBE PRO LICENSE	OPERA HOUSE	138.83
147964	SMITH, BRAD	WSPCA SPRING 2021 K9 SEMINAR	POLICE PATROL	213.50
147965	SNO CO TREASURER	SNO CTY JAIL HOUSING MARCH	DETENTION & CORRECTION	47,363.87
147966	STAPLES	OFFICE SUPPLIES	COMMUNITY	283.93
147967	SWICK-LAFAVE, JULIE	JAIL SUPPLIES	DETENTION & CORRECTION	10.93
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	15.12
147968	THI DUONG, THAO MAI	UB Refund	WATER/SEWER OPERATION	331.77

DATE: 4/28/2021
 TIME: 3:24:45PM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/28/2021 TO 4/28/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
147969	THOMPSON, JULIE & DW	UB Refund	WATER/SEWER OPERATION	95.66
147970	TRANSPO GROUP	PROFESSIONAL SERVICES 4/2/21	GMA - STREET	4,219.73
	TRANSPO GROUP		GMA - STREET	11,362.08
147971	TYLER TECHNOLOGIES	PW/PS EXECUTIME IMPL BUILDOUT PM	UTIL ADMIN	740.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	740.00
147972	USDA-APHIS-WILDLIFE	PERSONNEL COMPENSATION	STORM DRAINAGE	1,309.16
147973	VODEGEL, NICOLE	REFUND CLASS FEES	PARKS-RECREATION	70.00
147974	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	53.45
	ZIPLY FIBER	FRONTIER POTS LINES	CITY HALL	57.56
	ZIPLY FIBER		POLICE ADMINISTRATION	57.59
	ZIPLY FIBER		POLICE PATROL	57.59
	ZIPLY FIBER		COMMUNICATION CENTER	57.59
	ZIPLY FIBER		UTILITY BILLING	57.59
	ZIPLY FIBER		GENERAL	57.59
	ZIPLY FIBER		GOLF ADMINISTRATION	57.59
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	61.61
	ZIPLY FIBER	DEERING WILDFLOWER ACRES 4/13-5/12/21	PARK & RECREATION FAC	62.02
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	74.13
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	74.13
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	88.06
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	89.56
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	89.56
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	108.02
	ZIPLY FIBER	FRONTIER POTS LINES	COMMUNITY	115.17
	ZIPLY FIBER		DETENTION & CORRECTION	115.17
	ZIPLY FIBER		OFFICE OPERATIONS	115.17
	ZIPLY FIBER		COMMUNITY CENTER	115.17
	ZIPLY FIBER		GOLF ADMINISTRATION	115.17
	ZIPLY FIBER		RECREATION SERVICES	230.34
	ZIPLY FIBER		WASTE WATER TREATMENT	287.93
	ZIPLY FIBER		UTIL ADMIN	287.93

WARRANT TOTAL: 677,383.48

LESS VOIDED CHECK #: 135839 CHECK LOST/DAMAGED (\$70.00)

REASON FOR VOIDS:


- INITIATOR ERROR**
- CHECK LOST/DAMAGED**

WARRANT TOTAL: \$677,313.48

Index #3

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL PUBLIC HEARING DATE: May 10, 2021

AGENDA ITEM:	
Public Hearing concerning a Resolution authorizing Mayor to execute a Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development) concerning development of an industrial park in the Cascade Industrial Center and authorizing the Mayor to execute said agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Allan Giffen, Interim Community Development staff	 , CD Director
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Resolution, Development Agreement	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

NorthPoint Development has requested that the City enter into a Development Agreement, as authorized under RCW 36.70B.170 through 36.70B.210, for the development of an industrial park located in the Cascade Industrial Center. NorthPoint has acquired approximately 426 acres, of which approximately 329 acres are located in Marysville. A Development Agreement is often used for large projects to provide certainty for the developer and the city concerning development standards, infrastructure improvements, timing, and other matters related to the proposed development.

The Development Agreement includes a conceptual site plan for over three million square feet of industrial building space in Marysville. It addresses vesting under the current land use codes, relocation of Edgcomb Creek, mitigation and restoration of habitat and stream buffer, construction of a public multi-modal trail within the creek buffer, improvement of public streets and related infrastructure, and provides for possible modification of certain design guidelines of the Smokey Point Master Plan.

The term of the Development Agreement is for fifteen years, with the potential for a ten-year extension. North Point will retain ownership of the industrial park and develop buildings in phases as tenant leases are secured. State law requires that the City Council hold a public hearing and adopt a Resolution or an Ordinance to approve the Development Agreement

RECOMMENDED ACTION:

Staff recommends that City Council adopt a Resolution approving a Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development), concerning the development of an industrial park in the Cascade Industrial Center, and authorizing the Mayor to execute said agreement.

RECOMMENDED MOTION:

I move to adopt a Resolution approving a Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development), concerning the development of an industrial park in the Cascade Industrial Center, and authorizing the Mayor to execute said agreement.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT WITH NP
ARLINGTON MIC, LLC (NORTHPOINT DEVELOPMENT), FOR AN
INDUSTRIAL PARK LOCATED IN THE CASCADE INDUSTRIAL CENTER.**

WHEREAS, the Puget Sound Regional Council has designated the Cascade Industrial Center, located in the cities of Marysville and Arlington, as a Manufacturing and Industrial Center in the Vision 2050 Regional Growth Strategy; and

WHEREAS, the Cascade Industrial Center is intended by the Marysville Comprehensive Plan to be a significant job center for industrial growth and establishment of family-wage jobs; and

WHEREAS, the City is interested in promoting high quality development within the Cascade Industrial Center in cooperation with property owners and industrial developers; and

WHEREAS, NP ARLINGTON MIC, LLC (NORTHPOINT DEVELOPMENT) has proposed a large industrial park development in the Cascade Industrial Center within Marysville and Arlington, and has requested that the City enter into a Development Agreement to establish a framework for permitting future development of the lots within the proposed industrial park; and

WHEREAS, the City Council held a public hearing on May 10, 2021, to consider the details of the Development Agreement; and

WHEREAS, the City Council finds that it is in the City's best interests to enter into a Development Agreement to govern the development of the industrial park and implement the goals of the Marysville Comprehensive Plan for the Cascade Industrial Center to develop as a regionally significant job center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Development Agreement with NP ARLINGTON MIC, LLC (NorthPoint Development), attached hereto as Exhibit A to this Resolution is approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Development Agreement will be recorded with the Snohomish County Auditor.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

This DEVELOPMENT AGREEMENT (“Agreement”) by and between the City of Marysville (“City”), a Washington municipal corporation, and NP ARLINGTON MIC, LLC (“Owner”), a Delaware limited liability company, is effective on the date of the last signature below. The City and Owner are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. WHEREAS, Owner is affiliated with NorthPoint Development LLC which is a national industrial developer of more than 80 million square feet nationwide with interest in developing approximately 426 acres in the Cascade Industrial Center, which development shall be known as the Cascade Business Park; and

B. WHEREAS, the Cascade Business Park will include development of properties in the cities of Arlington and Marysville which is legally described in Exhibit A (the “Property”) and shown in Exhibit B (the “Development Area”); and

C. WHEREAS, approximately 339 acres of this 426 acre development will be in the City of Marysville; and

D. WHEREAS, Owner expects to invest nearly four hundred million dollars (\$400,000,000) in this 426 acre industrial park over the next several years in its construction of approximately 4.156 million square feet of industrial space and approximately \$14.7 million in public road, water and sewer improvements; and

E. WHEREAS, Owner’s project will provide other public benefits to the City, including the creation of thousands of new jobs that improve the City’s jobs to housing balance and complete the realignment of Edgecomb Creek; and

F. WHEREAS, a project of this magnitude will result in substantial short- and long-term economic benefits to the city and area taxing districts, including the Marysville School District, Marysville Regional Fire Authority, Sno-Isle Library System, and Snohomish County; and

G. WHEREAS, RCW 36.70B.170 through 36.70B.210 authorizes cities to enter into development agreements with property owners to govern the future development of real property development agreement between Owner and the City is a collaboration that will provide mutual benefit for the Parties and the citizens and businesses of Marysville; and

H. WHEREAS, this Agreement is necessary to provide the Owner with confidence that its multi-year investment in the project will not be unreasonably delayed or burdened; and

I. WHEREAS, the completion of the Project in accordance with this Agreement will implement city, county and regional employment the goals and policies, including goals and policies of the Marysville Comprehensive Plan and the Arlington-Marysville Manufacturing Industrial Center (AMMIC) Subarea plan, which include but are not limited to: developing sites to be ready for new uses, creating a connected street network, realigning of Edgecomb Creek, and contributing to a continuous trail system; and

J. WHEREAS, by executing this Agreement, the Parties intend to set forth common goals, mutual agreements and understandings as they relate to the development review process and ultimate development of the Property and the Project; and

K. WHEREAS, by executing this Agreement, the Parties recognize that future amendments or separate Development Agreement(s) may be appropriate to further address development and mitigation.

AGREEMENT

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Development Agreement and agree to be bound by its terms.

1. Land. The Property governed by this Agreement, exclusive of public right-of-way, consists of approximately three hundred and thirty-nine (339) acres located at 152th Street NE and 51st Avenue NE, Marysville, Washington, and legally described on Exhibit A to this Agreement. The Property governed by this Agreement is depicted on Exhibit B to this Agreement.

2. The Project. The Project is the proposed development of the Property with seven buildings containing approximately 3 million square feet of Class A industrial manufacturing and warehouse space, within the City of Marysville, together with associated parking, drainage, and utility infrastructure. The Project also includes a relocation of Edgecomb Creek, habitat enhancement, wetland creation, and a pedestrian trail. A copy of the project's conceptual site plan is attached hereto as Exhibit C ("Conceptual Site Plan").

2.1 Conceptual Site Plan: This plan is intended to be a general guide to the future development of the property. Buildings and site improvements depicted on the Conceptual Site Plan represent the intended layout and use of the property, and projected overall scope of development for purposes of illustration and analysis of overall impacts under the State Environmental Policy Act (SEPA). Individual buildings will be evaluated for compliance with this agreement and applicable regulations based on more detailed site development plans to be submitted in the future for review by the City.

2.1.1 Parcel 310534-003-003-00. The Conceptual Plan shows that parcel 310534-003-003-00, a 10.18-acre parcel zoned Residential 4.5 (R4.5), is intended by Owner to be developed in the future for industrial purposes. Existing zoning does not currently allow for the intended industrial development. Owner anticipates applying for a rezone or other zoning allowance to permit the use as reflected on the Conceptual Plan. The parties acknowledge it serves the public's interest to know the full intent of the Owner's plans. However, Owner acknowledges, specific to this parcel's inclusion within the Development Agreement and Binding Site Plan that this Agreement does not constitute any a guarantee of future legislative or quasi-judicial action on the part of the City to approve a rezone or other zoning allowance.

2.2 SEPA Review: The environmental review required pursuant to SEPA for the Conceptual Site Plan as part of the Development Agreement is intended to cover the future development activities anticipated to implement buildout of the Binding Site Plan and the Conceptual Site Plan. Such development activities include (a) relocation of Edgecomb Creek; (b) site grading; (c) construction of utilities; (d) construction of public and private streets and transit infrastructure within and abutting the project; (e) construction of buildings and related site improvements such as parking, driveways, pedestrian walkways, stormwater infrastructure, landscaping, and related improvements. Development activities that are identified in the SEPA checklist and accompanying materials, and any minor changes to the Project as addressed in Sections 4.4 and 4.6, shall not require additional SEPA review unless the City's SEPA Responsible Official determines that adverse environmental impacts that were not known or addressed in the original SEPA analysis require additional review under SEPA.

3. Mutual Benefits. The City recognizes the public benefits of the Project, which include job creation, increased tax revenue, relocation and restoration of Edgecomb Creek, and the dedication of land for public use. Benefits to the Owner as a result of this Agreement include certainty of development standards, deviation from certain code regulations and guidelines, and credit for improvements against mitigation fees.

4. Vested Rights.

4.1 Vesting of Binding Site Plan to Development Standards. Except as expressly stated otherwise herein, any amendments to or additions to City development standards, including impact and mitigation fees, adopted by the City during the term of this Agreement shall not apply to or affect the conditions of development of the Project and construction of buildings. Except as provided for in Section 4.3, the Project, including building permits shall be vested to and governed by the City of Marysville Municipal Code development standards in effect at the time Owners filed a complete binding site plan application for all or any portion of the Development Area, generally consistent with the Conceptual Site Plan. As used in this Agreement, the terms "development standards" shall be as defined in RCW 36.70B.170, including but not limited to those impact and/or mitigation fees in effect at the time of vesting, development regulations, policies, procedures and guidelines addressing zoning, environmental review and mitigation (including SEPA procedures and substantive SEPA policies and mitigation), building and site design, utilities, stormwater, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines governing land development.

4.2 Concurrency. Once a binding site plan is approved, the project's concurrency approval shall be exempt from the six (6) year limit imposed by MMC Chapter 22D.030.070(6)(ii). This exemption shall apply to any amendments under Section 4.7 which do not increase the project's cumulative trip generation by more than ten percent (10%). Any concurrency approval or certificate shall run with the term of this Agreement through construction and certificate of occupancy.

4.3 Exemptions. Except as otherwise addressed in Sections 4.1, the following fees, charges and regulations are not vested under this Agreement:

- 4.3.1 Plan review fees and inspection fees established by schedules, charts, tables, or formula;
- 4.3.2 Water, sewer, stormwater, and other utility connection charges, general facility charges, Capital Facility Charges, and monthly service charges;
- 4.3.3 Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A until such time as complete building permit application(s) are submitted; and
- 4.3.4 Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City's NPDES Municipal Stormwater Permit) that preempt the City's authority to vest regulations.

4.4 Changes to Conceptual Site Plan. The Parties recognize the Owner may change aspects of the Conceptual Site Plan to accommodate market demand or better situate the buildings within the Development Area. Changes to orientation of the building, including any consequent infrastructure changes, or changes to the size of any building in the Conceptual Plan shall not be deemed to vitiate the vested rights set forth in the terms of this Agreement. Minor amendments to an approved binding site plan shall be an administrative decision in accordance with 22G.010.260(2), (3), and (4).

4.5 Future Amendments to Code. Owner may request that future amendments to the Marysville Zoning Code, the Marysville Municipal Code, or other standards, regulations, policies, or guidelines be applied to the Project. The City's Community Development Director may deny such request if the Director determines that compliance with any vested-to regulation would preclude application of said future amendment, if said future amendment would conflict with the City's intent in approving this Development Agreement or if said future amendment would not achieve a development of like quality and benefit to the City. If Owner disagrees with such denial, Owner may apply to the City Council for an amendment of this Agreement as provided for in Subsection 4.7 below.

4.6 Amendments to Agreement. This Agreement and the Conceptual Site Plan, including binding site plan and all permits necessary to construct and occupy buildings and improvements, may be amended administratively as a minor amendment unless any the following is proposed: (i) any land use not otherwise allowed under the regulations in effect at the time of the proposed amendment; (ii) any reduction in the amount of required open space; (iii) more than a 25% increase in total square footage on any lot, provided that impacts associated with such an increase are mitigated according to City codes or SEPA mitigation measures; (iv) any reduction in the infrastructure required by this Agreement; or (v) any request to apply future code amendments denied by the Planning Director under Subsection 4.6. City staff shall be entitled to administratively approve minor amendments to this Agreement. A "Minor Amendment" is defined as an amendment that does not increase the total building square footage by more than 25% on any lot or create a probable significant adverse impact to surrounding properties above those impacts previously analyzed under SEPA. Any amendment proposing any of the activities or changes in the foregoing list (i)-(v) must be approved by the Marysville City Council using the process for consideration of development agreements set forth in the MMC.

4.7 City's Reserved Rights. Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Marysville City Council after written notice and an opportunity to be heard has been provided to Owner.

5. Term. The term of this Agreement shall be fifteen (15) years, except as provided in this Section. The City and Owner may agree at any time after the execution of this Agreement, but no more than five years before its expiration, to extend the term of this Agreement for a further ten (10) years, provided that the developer has completed at least fifty percent of the project, complied with this agreement, and all regulations and such extension is approved by the Marysville City Council, which extension shall not be unreasonably withheld.

6. Access, Circulation, and Public Roads. The City recognizes that the road layout within the Conceptual Site Plan is different from the road network shown in the Smokey Point Master Plan and AMMIC Subarea Plan; however, as stated on page 15 of the AMMIC Subarea Plan, the road network shown is only one option for development. The City acknowledges that subject to final review and approval of the Owner's transportation impact analysis it would accept the road network shown in Owner's Conceptual Site Plan for access, circulation, and public roads as providing an equal level of service which will support development of larger industrial buildings and maximization of the economic benefits of industrial development in the AMMIC. The City agrees that 59th Avenue NE and 160th Street NE will be constructed in accordance with the attached Conceptual Site Plan in Exhibit C and road cross section in Exhibit D.

7. Credits, Reimbursements, and Cost Recovery. The City acknowledges that full build out of the project's infrastructure will include many public improvements, which include but may not be limited to roads, non-motorized improvements (trails), sewers, and water lines. In recognition of the significance of these public improvements, the City will credit or adjust impact fees, connection charges, system development charges, etc. in accordance with the following:

7.1 Traffic Impact Fee Credits. The total traffic impact fees for Owner's project shall be calculated based on the total traffic impact fee due less:

7.1.1 Credit for land dedicated in accordance with MMC 22D.010.060

7.1.2 Credit for construction of road system capacity improvements in accordance with MMC 22D.030 for those projects within the adopted transportation impact fee cost basis as it exists or may be amended.

7.1.3 Construction of off-site projects identified as inadequate road conditions in accordance with MMC 22D.030.

7.1.4 Credit for construction of regional motorized and non-motorized improvements in accordance MMC 22D.010.070.

7.1.5 Other credits as may be authorized by the MMC or permitted under RCW 82.02.

7.2 Parks, Recreation, Open Space and Trail Impact Fee. The fees, if any, shall be calculated based on the total impact fee due less credit for

construction of passive and active open space, including trails, interpretive areas, etc. in accordance with MMC 22D.020.130.

- 7.3 Credit for Regional Improvements.** Owner shall be entitled to such other credits applicable for construction of street, trail, stormwater, sewer, and water improvements in accordance with MMC 22D.010.070.
- 7.4 Credit for Oversizing Utilities.** Owner shall be entitled to reimbursement of the cost to construct oversized utilities in accordance with MMC 14.07.080, which reimbursement can be in the form of credits against capital improvement charges.
- 7.5 Cost Recovery.** The City agrees that in accordance with MMC 14.07.090 and 22D.030.070 it will work cooperatively with the Owner to approve cost recovery (i.e. latecomers agreement, LID, ULID, etc.) agreements to collect pro-rate reimbursements from those properties benefitting from Owner's improvements to streets, water, sewer, stormwater, and etc.

8. Security for Performance and Maintenance. The City and Owner agree to cooperate on appropriate and necessary bonding terms to serve the purposes of any said bonding and to allow the Project to proceed without delay or unreasonable financial burden. The City agrees to limit its requirements for performance and/or maintenance bonds to the requirements of MMC Chapter 22G.040; provided that the City Engineer may authorize waiving or lowering the amount of security required by MMC 22G.040.040 and 22G.040.050 upon demonstration by the Owner that the revised security amount or an alternative to security provides assurance of performance and/or maintenance sufficient for the timely completion and maintenance of improvements. For example, the City Engineer may wave bonding requirements when bonding is already required by a third party (such as a state or federal agency). Nothing herein shall preclude the Owner from having the option to bond for certain required or phased improvements, which bonding may be necessary to allow the developer to obtain certificates of occupancy and/or proceed with additional phases of development prior to completion and acceptance of improvements. Owner may furnish any bonding the City may require in the form of insurance bond(s).

9. Entitlement and Permitting. The City recognizes that time is of the essence in various permitting and improvement activities for the Project to succeed. To such aim, the City agrees to expeditiously process entitlement and permit requests, including but not limited to concurrent review of land use, civil and building permits and review and issuance of early clear and grade permits as the Owner may identify as necessary to achieve economies of scale for the volume of import fill material required for site development. Owner agrees to hold City harmless for costs associated with any changes required to civil or building plans submitted for concurrent review that are required by changes necessary to land use plans. Further, the City and Owner agree:

- 9.1 Realignment of Edgecomb Creek and Alterations to Wetlands.** The City has identified the realignment of Edgecomb Creek as necessary to maximize the economic benefit of industrial center development, create opportunities for a non-motorized trail to fulfill policies AMMIC-LU-5.1 (use as a site amenity) and T-1.5 (non-motorized network), and improve the City's jobs to housing ratio. Owner has agreed to relocate, realign, and restore Edgecomb Creek to the extent permitted by the U.S. Army Corps

of Engineers, Washington State Department of Ecology, Washington Department of Fish and Wildlife, and the Tulalip Tribe. Multiple regulated wetlands located within the Development Area also require alteration to provide a cohesive industrial park. In recognition of Owner's contributions to fulfilling the AMMIC Subarea Plan goals and objectives:

9.1.1 Agency Approval. The City agrees to support Owner's efforts to obtain the necessary federal and state permits prerequisite to local approvals that will be required to complete the relocation, realignment, and restoration of Edgecomb Creek and the alteration (complete fill) of all wetlands in the Development Area.

9.1.2 Local Approval. Contingent upon federal and state agency approvals, the City shall consider such approvals to constitute Best Available Science as required by MMC 22E.010.040(1), and the City will permit the fill and relocation of Edgecomb Creek, the fill of all wetlands in the Development Area, and implementation of compensatory wetland mitigation within the relocated Edgecomb Creek mitigation corridor on the Property.

9.1.2.1 The relocated Edgecomb Creek corridor will be 315 feet wide on the Property in the City of Marysville, generally extending west from the Burlington Northern Santa Fe Railway ("BNSF") property located east of the Development Area. The corridor will be 280 feet wide at one location, north of 152nd Street NE, for the minimum length necessary to accommodate traffic needs. North to south, the corridor within the City of Marysville will extend from the Arlington/Marysville City limits to the southern relocation limits of Edgecomb Creek. The corridor will fully contain the relocated Edgecomb Creek, side channel habitat, wetland creation areas, all protective buffers, regional multipurpose trail with related trail amenities, and building setbacks.

9.1.2.2 Upon relocation of Edgecomb Creek, the existing stream channel will be immediately filled.

9.1.2.3 All wetlands in the Development Area will be filled (minimum of 2.58 acres in the City of Marysville).

9.1.2.4 Stormwater management facilities and a 12-foot wide pedestrian trail will be allowed in the outer 50 feet of the relocated Edgecomb Creek corridor, adjacent to the Development Area.

9.1.2.5 For any offsite critical areas located on the west side of the 51st Avenue NE, any associated buffer shall terminate at the road edge and not encumber the Property.

9.1.2.6 Due to the extensive review by state and federal agencies and tribal entities and Owner's use of a fluvial

geomorphologist to design the relocated Edgecomb Creek, the City agrees that a private third-party biologist will not be hired by the City to review critical area studies produced by the Owner's consultant, provided such studies are approved by state, federal, and tribal agencies as may be required.

9.1.2.7 If relocating Edgecomb Creek prior to initiation of other permitted activities is determined to be infeasible (e.g., due to in-water work windows imposed by other agencies), the creek relocation and wetland creation measures may occur concurrently with other permitted activities and in accordance with approved federal and state timelines.

9.1.3 Public Benefit. The City, in adopting the AMMIC Subarea Plan, identified the realignment of Edgecomb Creek in policy AMMIC-NE-1.3 as needed to integrate and enhance fish and wildlife habitat with stormwater management. Edgecomb Creek realignment and restoration is not merely a habitat improvement, but also constitutes stormwater facility improvements listed as projects QC5a, QC5b, and QC5c (Exhibit 7 and pages 35-37) with costs estimated in the tens of millions of dollars. The City acknowledges that Owner's realignment and restoration of Edgecomb Creek is a public benefit to the City as it supplements and supplants a Quilceda Creek sub-basin stream and aquatics systems enhancement strategy as identified in policy AMMIC-LU-5.3.

9.1.4 Ecological Benefit. Owner's realignment and relocation of Edgecomb Creek will enhance fish and wildlife habitat, reduce flooding in the sub-basin, increase wetland size and functionality, and integrate the stream with strategies for the management of stormwater as the industrial center is built-out. Compensatory wetland mitigation will conform with federal and state requirements and the City's wetland replacement ratios in force as of the Effective Date.

9.1.5 Security for Performance and Monitoring of Critical Areas. Owner's project requires Federal and State agency approvals and falls under Section 404 of the Clean Water Act (CWA), requiring financial assurances, if necessary, to ensure a high level of confidence that the compensatory mitigation project will be successfully completed in accordance with applicable performance standards. Per 33 CFR 332.3(n), financial assurances that may be required are in the form of performance bonds, casualty insurance, legislative appropriations for government sponsored projects, or other appropriate instruments. To avoid duplicative security, the City shall accept conditions imposed by State or Federal agencies as fulfilling the requirements for MMC 22E.010.260.

9.2 Master Grading Permits and Hauling Permits. The City will grant to Owner and/or its affiliates or contractors/subcontractors all applicable clearing, grading, stormwater, right-of-way and haul route permits for that

portion within the City of Marysville, which approvals are necessary to prepare the site to receive adequate import material to achieve the grades and elevations necessary to construct the improvements and build the planned buildings and discharge stormwater flows generated onsite to Edgecomb Creek. It is estimated that approximately 4 million cubic yards of import fill will be required from off-site locations, and filling and grading activities may occur over a period of 10 years as the park is built out. The City will cooperate to accommodate the necessary import effort.

9.3 Development in Multiple Phases. Owner may construct the buildings and improvements in multiple phases. As phases and buildings are completed, the City will not delay certificates of occupancy based on future phase improvements. Developer shall have the discretion to determine the number of phases and units within each phase based on market demand.

9.4 Interpretation and Applicability of Design Standards. Pursuant to MMC 22C.060.020, the design standards within the Smokey Point Master Plan (SPMP), as amended by Ordinance No. 2922, shall be applied as provided herein. The City and Owner agree to cooperate reasonably regarding all aspects of the design of the development, understanding that the varying nature of each building's operations and needs for various industrial users require appropriate flexibility in certain locations of the site. In determining whether a development proposal meets these guidelines, the MMC gives the Community Development Director the authority to consider:

- (i) If a guideline or requirement is not applicable or appropriate in a specific instance; or
- (ii) If the development proposal meets the intent of the guidelines in some other manner; or
- (iii) There is convincing evidence that applying the standard would not be in the public interest.

The authority given the Community Development director in MMC 22C.060.020(2)(b) to approve alternative standards to the SPMP design guidelines is applied to the entire development plan subject to this Development Agreement, as follows:

9.4.1 Section 9.4. of the SPMP design guidelines, Visitor and customer parking: Employee parking may be allowed in front of the building when necessary to separate passenger car traffic on-site from truck traffic, maneuvering and parking areas.

9.4.2 Section 9.4.2 and 9.5.1 of the SPMP design guidelines, Service and storage areas: Service areas may be located to the side, rather than the rear of buildings, when necessary to accommodate truck maneuvering and parking areas, and when screened from view from the street.

- 9.4.3** Section 9.6.1 and 9.6.2 of the SPMP design guidelines, truck access and visitor / employee access: Owner may provide shared passenger vehicular and truck access points and internal truck private roads, when determined to provide for public safety by the City Engineer, provided clear separation between passenger vehicles and trucks can be achieved through design, signage, and security (where applicable).
- 9.4.4** Section 9.7.3 and 9.7.6 of the SPMP design guidelines, parking lot pedestrian crossings: Pedestrian crossings within parking lots need not be denoted by either stamped concrete or colored pavement. Painted pedestrian striping may be used to delineate pedestrian walkways in parking lots.
- 9.4.5** Section 9.7.3 and 9.7.6 of the SPMP design guidelines, parking lot pedestrian crossings: Provide no more than two pedestrian connections between each building and the public right of way, unless the Community Development Director determines that more are required to provide for adequate pedestrian circulation and safety.
- 9.4.6** Section 9.7.3 and 9.7.6 of the SPMP design guidelines, parking lot pedestrian crossings: Parking will be allowed to overhang sidewalks so long as the width of the sidewalk is expanded to compensate.
- 9.4.7** Section 9.8.1, 9.8.2 and 9.8.3 of the SPMP design guidelines, Pedestrian amenities: Rather than requiring pedestrian amenities on-site, pedestrian amenities may be provided by the 12-foot wide pedestrian trail and pedestrian amenities to be located within or adjacent to the buffer of the relocated Edgecomb Creek, or within the 59th Street right of way, as well as within connections between individual lots / buildings and the relocated Edgecomb Creek. The design of connections between individual lots / buildings and the relocated Edgecomb Creek shall be approved by the City Engineer and Community Development Director.
- 9.4.8** Section 9.8.1, 9.8.2 and 9.8.3 of the SPMP design guidelines, Pedestrian amenities: Within 160th Street NE, 59th Avenue NE public rights-of-way, and the east-west private roads, combining the required bike lanes and sidewalks along each right of way into a 12-foot multi-purpose pathway that creates physical separation from the roadway shall be permitted in order to encourage maximum utilization of pedestrian and bike connections throughout the development and to locations where future transit is anticipated.
- 9.5** On a case-by-case basis for development of individual lots, Owner may submit proposals it feels meet the intent of the design standards but not necessarily the specifics of one or more standards. In such cases, the director will determine if the intent of the standard has been met.

9.6 Duplication of Multi-use Trail Not Required. The multi-use trail along 59th Avenue south of 160th and the trail proposed along Edgecomb Creek may merge and be located along the eastern right of way, subject to design approval by the City Engineer. To reduce impervious surface and encourage use and enjoyment of the facilities provided within the industrial park, the City will not require separate segments of the trail running parallel along 59th and within the Edgecomb Creek Corridor.

9.7 Flexible Utility Design – the City and owner will work together to develop efficient designs to reduce future maintenance costs as well as provide equivalent service, where approved by the City Engineer, Building Official and/or Fire Marshal. For example, where appropriate water lines for fire hydrants will be allowed to be extended from the public right-of-way to serve the front of the building so that a redundant fire line is not required parallel to the one already located in the public right-of-way.

10. Rail Service to Park. The site is adjacent to an active Burlington Northern Santa Fe Railway (“BNSF”) rail line. BNSF has expressed interest and has provided preliminary drawings that include proposed rail spurs to service the Project. The current proposal is to construct a switch from the existing spur to side spurs into the Project on its southern end, south of the Edgecomb Creek Culvert beneath the mainline rail and potentially crossing 152nd avenue. The City agrees to cooperate in this endeavor and to accommodate the rail including but not limited to the roadway crossing so long as the cost of maintaining such rail and crossing, including the feasibility analysis required in advance of permitting a new crossing, is paid by others. The City agrees to let BNSF be the petitioner for any application to the Washington UTC for a new crossing. Owner agrees to work with the City in designing any improvements to ensure the safety of all users and the ability of the City to meet quiet zone requirements.

11. Transfer of Ownership. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party’s interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

12. Miscellaneous Provisions.

12.1 Code Citations. All citations and references to the Marysville Zoning Code and Marysville Municipal Code in this Agreement shall refer to those provisions in force as of the Effective Date unless otherwise expressly stated.

12.2 Recording. This Agreement shall be recorded in the records of Snohomish County Auditor. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

13. Equal Opportunity to Participate in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be

construed against any Party based upon a claim that such Party drafted the ambiguous language. There shall be no presumption against the drafting party of any provision herein. The terms of this agreement shall be interpreted subject to the laws of contract in the State of Washington.

14. Full Understanding – Construction. The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

15. Dispute Resolution. In the event of any disagreement or dispute as to interpretation or application of any terms or conditions of this Agreement, designated officials with authority to resolve the matter from the Owner and City shall meet in person or by virtual means within ten (10) business days after request from either party for the purpose of attempting, in good faith, to resolve the disagreement or dispute. The meeting may, by mutual agreement be continued to a further date certain in order to include any other necessary agencies with authority over the dispute or disagreement, to obtain additional information, or to engage the services of an agreed-upon mediator, the cost of which shall be borne equally by the City and Owner. In the event this dispute resolution is unsuccessful, either party may proceed with an action in law or equity brought before the Superior Court of the State of Washington, Snohomish County.

16. Specific Performance. During the Term of this Agreement as provided for in Section 5, above, the Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to specific performance of all terms of this Agreement by any Party in default hereof. No party shall be in default under this Agreement unless it has failed to perform following written notice of default from the other party. Notice of default shall allow the defaulting party thirty (30) days to cure or commence cure where thirty (30) days is insufficient for a complete cure. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily. A party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation: issuance of a stop work order, injunction, damages, action for specific performance, or to require action consistent with this Agreement. Nothing herein will operate to prevent either party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either party from any promise or obligation herein nor shall it release either party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a party.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue will be in Snohomish County.

18. Notices. All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

CITY OF MARYSVILLE
Attention:
Community Development Director

NP ARLINGTON MIC INDUSTRIAL, LLC
Attention:
Nathaniel Hagedorn

80 Columbia Ave
Marysville, WA 98270

4825 NW 41st St. Suite500
Riverside, MO 64150

And to its Attorney:

And to its Attorney:

City of Marysville City Attorney
Attn: Jon Walker
1049 State Street
Marysville, WA 98270

Johns Monroe Mitsunaga Kolouskova, PLLC
Attn: Duana Kolouskova
11201 SE 8th Street, Suite 120
Bellevue, Washington

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

19. Attorney's Fees. If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

20. Severability. If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

21. Counterparts. This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

22. Exhibits. This Agreement includes the following Exhibits:

- Exhibit A:** Legal Description of the Property
- Exhibit B:** Depiction of the Property
- Exhibit C:** Conceptual Site Plan
- Exhibit D:** Road Cross Sections

23. Future Agreements. Nothing herein shall restrict the City and the Owner from agreeing to amend this Agreement or enter in to one or more additional Agreements relating to this property provided that this Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

24. Effect of Expiration or Termination. It is the intent of the Parties that the requirements of this Agreement shall apply only during its term and to any permits or approvals applied for or issued during its term. All conditions of any permit approvals shall continue to apply, however, as long as the development approved by such permits remains on the Property. Upon expiration as provided for in Section 4, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect as follows.

- 24.1 Any development applied for prior to expiration or termination of this Agreement but not yet approved or fully constructed shall continue to be bound and benefit from the terms of this Agreement. All bonding and any ongoing maintenance obligations and provisions shall continue in effect for their self-stated term based on the provision of this Agreement. Any further building permits not yet applied for or issued prior expiration or termination of this Agreement but subject to an approved binding site plan shall continue to be reviewed, approved and conditioned based on the terms of this Agreement, including all terms related to bonding, SEPA mitigation and impact fees.
- 24.2 All development applied for after expiration or termination of this Agreement, but part of the improvements identified by the Conceptual Site Plan shall be required to satisfy any applicable concurrency requirements notwithstanding the issuance of any concurrency certificate during the effective period of this Agreement. Said development shall also be subject to SEPA review if not previously completed and may be conditioned to mitigate any environmental impacts of such development, notwithstanding any mitigation provided during the term of this Agreement and the City shall not be required to credit any mitigation provided during the term of this Agreement against any mitigation subsequently determined necessary to mitigate the environmental impacts of any development for which an application is submitted after expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below.
CITY OF MARYSVILLE

By: _____
Jon Nehring
Its: Mayor

Attest:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF MARYSVILLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

NP ARLINGTON MIC INDUSTRIAL, LLC,
a Delaware limited liability company

By: NPD MANAGEMENT, LLC,
a Missouri limited liability company, a member

By: _____
Name: Nathaniel Hagedorn
Its: Manager

By: NPE ARLINGTON MIC HOLDINGS, LLC,
a Missouri limited liability company, a member

By: NPD Management, LLC,
a Missouri limited liability company, Its Manager

By: _____
Name: Nathaniel Hagedorn
Its: Manager

By: NP ARLINGTON OZF, LLC,
a Missouri limited liability company, a member

By: NPD Management, LLC,
a Missouri limited liability company, Its
Manager

By: _____
Name: Nathaniel Hagedorn
Its: Manager

By: NM QOZ FUND III, LLC,
a Delaware limited liability company, a member

By: QOZ Holding Company, LLC, a Delaware limited liability company,
its sole member

By: The Northwestern Mutual Life Insurance Company, a
Wisconsin corporation, its sole member

By: Northwestern Mutual Investment Management
Company, LLC, a Delaware limited liability
company, its wholly-owned affiliate

By: _____
Name: Brian D. Bennett
Its: Director

ACKNOWLEDGMENTS OF OWNER ON FOLLOWING PAGE

ACKNOWLEDGMENTS OF OWNER BEGIN HERE

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

I certify that I know or have satisfactory evidence that Nathaniel Hagedorn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NPD Management, LLC, a Missouri limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for State of Missouri
My commission expires: _____

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

I certify that I know or have satisfactory evidence that Nathaniel Hagedorn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NPD Management, LLC, a Missouri limited liability company, the Manager of NPE Arlington MIC Holdings, LLC, a Missouri limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for State of Missouri
My commission expires: _____

ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE

ACKNOWLEDGMENTS CONTINUED FROM PREVIOUS PAGE

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

I certify that I know or have satisfactory evidence that Nathaniel Hagedorn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NPD Management, LLC, a Missouri limited liability company, the Manager of NPE Arlington OZF, LLC, a Missouri limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for State of Missouri
My commission expires: _____

REMAINDER OF PAGE LEFT BLANK;
ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE

ACKNOWLEDGMENTS CONTINUED FROM PREVIOUS PAGE

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

I certify that I know or have satisfactory evidence that Brian D. Bennett is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, the sole member of QOZ Holding Company, LLC, a Delaware limited liability company, the sole member of NM QOZ Fund III, LLC, a Delaware limited liability company, a member of NP ARLINGTON MIC INDUSTRIAL, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for State of Missouri
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ADJUSTED PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 89°49'46" EAST, A DISTANCE OF 20.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 51ST AVE NE;

THENCE NORTH 2°00'51" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1273.16 FEET;
THENCE SOUTH 87°59'09" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.00 FEET;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 89.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 659.91 FEET;

THENCE SOUTH 88°43'01" EAST, A DISTANCE OF 1504.62 FEET;

THENCE SOUTH 2°12'16" WEST, A DISTANCE OF 647.25 FEET;

THENCE NORTH 89°12'03" WEST, A DISTANCE OF 1502.68 FEET TO THE POINT OF BEGINNING.

ADJUSTED PARCEL C:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 89°49'46" EAST, A DISTANCE OF 20.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 51ST AVE NE;

THENCE NORTH 2°00'51" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 407.30 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 2°00'51" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 865.86 FEET;

THENCE SOUTH 87°59'09" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1127.00 FEET;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 89.60 FEET;

THENCE SOUTH 89°12'03" EAST, A DISTANCE OF 1502.68 FEET TO A POINT ON THE NORTH/SOUTH MIDSECTION LINE OF SECTION 27;

THENCE SOUTH 2°12'16" WEST, ALONG SAID NORTH/SOUTH MIDSECTION LINE OF SECTION 27, A DISTANCE OF 647.25 FEET;

THENCE NORTH 89°41'07" WEST, DEPARTING SAID NORTH/SOUTH MIDSECTION LINE OF SECTION 27, A DISTANCE OF 662.09 FEET;

THENCE SOUTH 2°09'20" WEST, A DISTANCE OF 652.83 FEET TO A POINT ON THE SOUTHERLY LINE OF SECTION 27;

THENCE SOUTH 89°49'46" WEST, ALONG SAID SOUTHERLY LINE OF SECTION 27, A DISTANCE OF 1693.01;

THENCE NORTH 2°00'51" EAST, A DISTANCE OF 407.30 FEET;

THENCE SOUTH 89°49'46" WEST, A DISTANCE OF 272.20 FEET TO THE POINT OF BEGINNING.

PARCEL A: (310527-004-003-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING WEST AND NORTH OF NORTHERN PACIFIC RAILROAD RIGHT-OF-

WAY; EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL C: (310527-001-003-00 AND 310527-004-003-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER, SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2002.4 FEET SOUTH OF IRON PIPE AT SOUTH QUARTER CORNER COMMON TO SECTIONS 22 AND 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

THENCE NORTH 89°14' EAST 1827.8 FEET TO THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 30°05' WEST 2309.7 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER, SECTION 27;

THENCE WEST 651.6 FEET TO A CEDAR POST;

THENCE NORTH 0°32' WEST 1975.2 FEET TO POINT OF BEGINNING; EXCEPT ROADS; ALSO EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL D: (310527-003-005-00)

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE SOUTH 407 FEET OF THE WEST 292 FEET THEREOF;

ALSO EXCEPT ROADS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL E: (310527-003-009-00)

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL F: (310527-003-008-00)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. LYING NORTHWESTERLY OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

EXCEPT THAT PORTION LYING WITHIN THE MARYSVILLE AND NORTHERN RAILROAD RIGHT-OF-WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL A: (310527-002-003-00)

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST AND NORTH OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS CONVEYED TO NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN CORPORATION BY DEED RECORDED UNDER RECORDING NUMBER 190836, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL B: (310534-002-006-00)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT A STRIP OF LAND ADJOINING THE EAST LINE THEREOF, BEING 58 FEET WIDE, MORE OR LESS, ON THE NORTH END AND 36 FEET WIDE, MORE OR LESS, ON THE SOUTH END AS CONVEYED TO MARY A. NORBERG BY DEED RECORDED UNDER AUDITOR'S FILE NO. 354394, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE WEST 220 FEET OF THE NORTH 250 FEET THEREOF;

AND EXCEPT THE WEST 20 FEET AND THE SOUTH 15 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 308936, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B: (310534-002-004-00)

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS TAKEN BY DECREE OF APPROPRIATION IN STATE OF WASHINGTON SUPERIOR COURT UNDER CAUSE NUMBER 13373 AND RECORDED UNDER RECORDING NUMBER 193578, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; LESS COUNTY ROAD.

PARCEL C: (310534-002-007-00, 310534-002-008-00)

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 653 FEET OF THE EAST 583 FEET THEREOF;

AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS CONVEYED TO NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN CORPORATION BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 193479 AND 193480, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND EXCEPT THE NORTH 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES, DEED RECORDED UNDER AUDITOR'S FILE NO. 375485, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; AND EXCEPT THE WEST 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES, DEEDS RECORDED UNDER AUDITOR'S FILE NO. 308936 AND 375486, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL C: (310534-002-005-00)

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

THENCE WEST 58 FEET;

THENCE SOUTHERLY TO A POINT 36 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE EAST 36 FEET;

THENCE NORTH TO THE POINT OF BEGINNING;

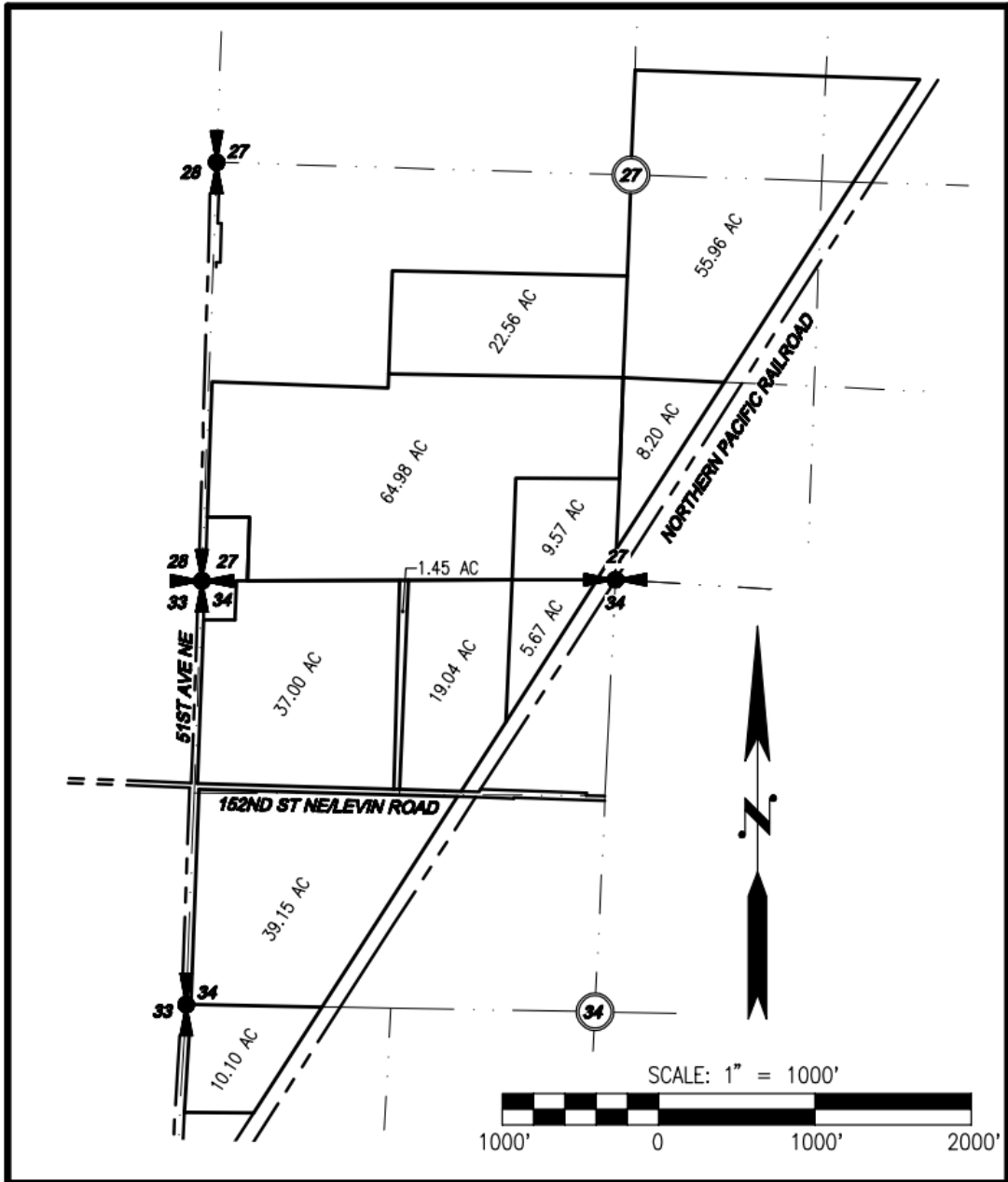
EXCEPT THE SOUTH 15 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES, DEED RECORDED UNDER RECORDING NUMBER 308936, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL D: (310534-003-003-00)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS CONVEYED TO THE NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN

CORPORATION BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 193479 AND 193480, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, THAT IS 30 FEET EAST OF THE CENTERLINE OF THE EXISTING COUNTY ROAD;
THENCE NORTH 05°05'04" EAST, PARALLEL TO AND 30 FEET DISTANT FROM SAID CENTERLINE A DISTANCE OF 605.50 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE;
THENCE SOUTH 87°56'01" EAST TO THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AND THE TERMINUS OF THE LINE;
AND EXCEPT THE WESTERLY 20 FEET THEREOF AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 375486, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT B
DEPICTION OF THE PROPERTY



LDC | Surveying
Engineering
Planning

Woodinville 20210 142nd Avenue NE Woodinville, WA 98072 T 425.806.1869	Kent 1851 Central Pl S, #101 Kent, WA 98030 F 425.482.2893
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www.LDCcorp.com

CASCADE INDUSTRIAL CENTER
CITY OF MARYSVILLE PROPERTY EXHIBIT

A PORTION OF SEC 27 AND SEC 34, TWN 31 N, RGE 5 E, W.M.,
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY: NSY	DATE: 4-8-21	DRAWING FILE NAME: C20-133V-EX	SCALE: 1"=30'	JOB NUMBER: C20-133
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EXHIBIT C CONCEPTUAL SITE PLAN

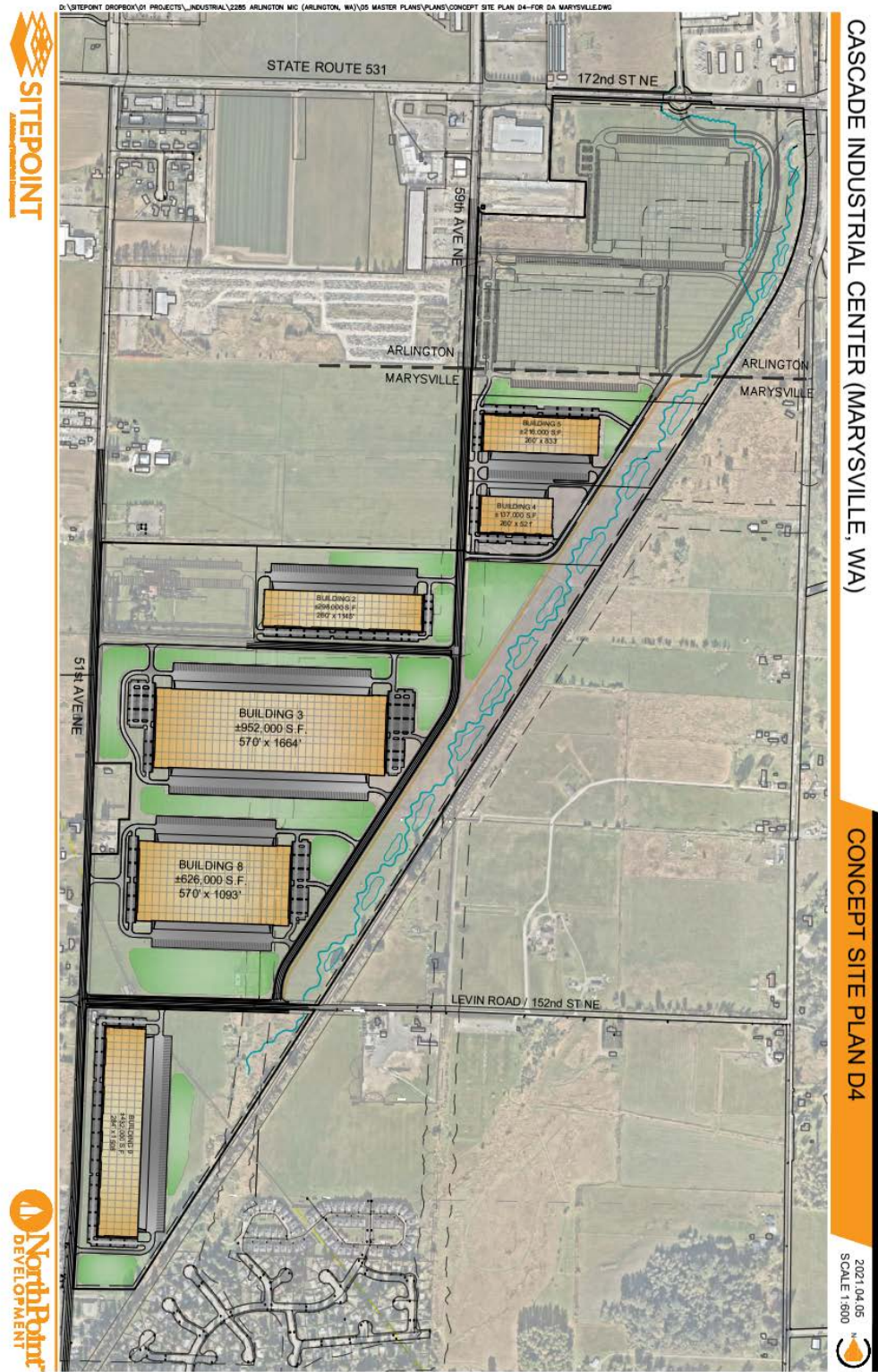
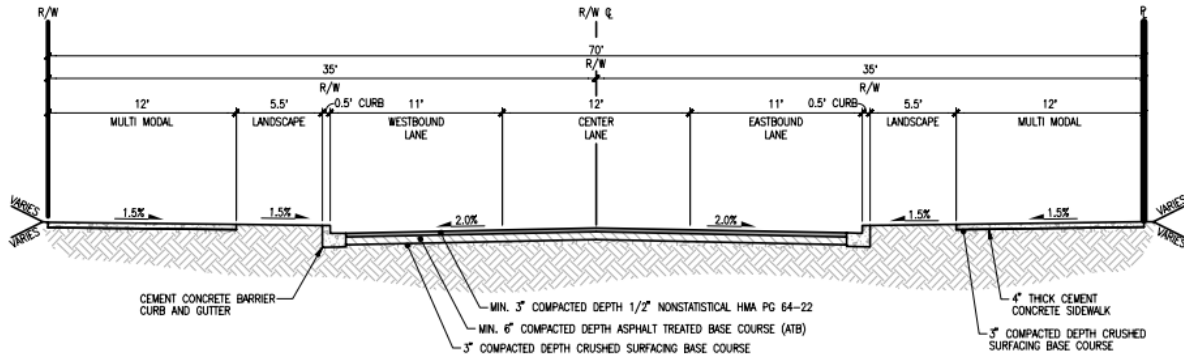


EXHIBIT D ROAD CROSS SECTIONS

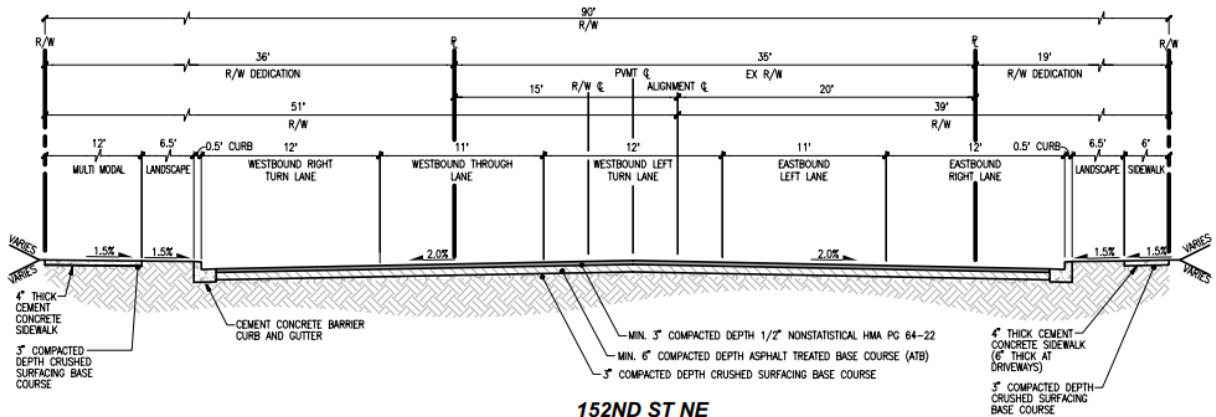


59TH AVE NE & 160TH ST NE SECTION

SCALE: 1"=10'

Note 1: Above graphic shows “westbound” and “eastbound” directions for 160th Street NE. For 59th Avenue NE, “westbound” = southbound, and “eastbound” = northbound.

Note 2: Where 59th Avenue NE abuts the Edgecomb Creek stream corridor, the multi-modal trail within the stream buffer may be used instead of providing the multi-modal trail within the right-of-way on the east side of 59th Avenue NE.



**152ND ST NE
(LOOKING EAST)**


SCALE: 1"=10'

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/10/21

AGENDA ITEM:	
CCTA Grant and Extension	
PREPARED BY:	DIRECTOR APPROVAL:
Erik Scairpon	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Contract, 2020 Amendment, and 2021 Amendment	
BUDGET CODE:	AMOUNT:
SUMMARY:	

In 2019 the City was awarded a Homeland Security Grant, Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA). King County was the recipient of the grant and Marysville was a sub-recipient with an agreement with King County.

The CCTA Program provides funding to local, state, tribal, and territorial jurisdictions to improve their ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the whole community. The agreement establishes criteria for reimbursement to the sub-recipient for employee overtime costs an agency may incur when participating in CCTA program trainings and exercises.

Challenges from COVID resulted in needing more time to complete grant deliverables. The amendment would extend the time for performance to April 30, 2022.

Due to an oversight, the original grant agreement was not brought to Council. Staff is requesting that Council ratify the original agreement and approve the time extension.

RECOMMENDED ACTION: Staff recommends Council consider ratifying the grant agreement and approving the time extension.

RECOMMENDED MOTION: I move to ratify the agreement with King County to accept grant funds to prepare to respond to terrorist attacks and to approve the amendment extending the agreement to April 30, 2022.

King County Office of Emergency Management

Complex Coordinated Terrorists Attacks (CCTA) Grant

Subrecipient Amendment B

Subrecipient Agreement #: FF16-CCTA- Marysville Police Department

Subgrantee: Marysville Police Department

Due to the response to COVID-19, more time is needed to complete the grant deliverables under this agreement. This change requires an additional year to the Period of Performance of this Agreement.

King County Emergency Management and the Subrecipient mutually agree to AMEND the original agreement terms and conditions as follows:

Change the end of the Agreement Performance Period to April 30, 2022.

Except as amended herein, all other terms and conditions of the subaward agreement remain in effect.

IN WITNESS WHEREOF this Amendment has been executed by each party on the date set forth below:

City of Marysville, Marysville Police

KC Office of Emergency Management

Jon Nehring, Mayor of Marysville

Brendan McCluskey, Director

Date: _____

Date: _____



Chief Erik Scairpon, Chief of Police

Date: 4-29-2021

King County Office of Emergency Management

Complex Coordinated Terrorists Attacks (CCTA) Grant

Subrecipient Amendment A

Subrecipient Agreement #: FFY16-CCTA Marysville PD

Subgrantee: Marysville Police Department

Due to the response to COVID-19, more time is needed to complete the grant deliverables under this agreement. This change requires an additional nine months to the Period of Performance of this Agreement.

King County Emergency Management and the Subrecipient mutually agree to AMEND the original agreement terms and conditions as follows:

Change the Agreement Performance Period on page 2 of the Agreement from July 31, 2020 to May 31, 2021.

Except as amended herein, all other terms and conditions of the subaward agreement remain in effect.

IN WITNESS WHEREOF this Amendment has been executed by each party on the date set forth below:

Marysville Police Department

KC Office of Emergency Management

DocuSigned by:
Jeff Goldman
8D4602410D2C4C7...

Jeff Goldman, Interim Chief of Police

7/27/2020

Date

DocuSigned by:
Brendan McCluskey
48BDE27A9715425...

Brendan McCluskey, Director

7/27/2020

Date

**KING COUNTY GRANT AGREEMENT
FOR FFY16 HOMELAND SECURITY GRANT, PROGRAM TO PREPARE COMMUNITIES FOR
COMPLEX COORDINATED TERRORIST ATTACKS**

THIS AGREEMENT is a subaward entered into by KING COUNTY (the "County"), and Marysville Police Department (the "Subrecipient"), whose address is 1635 Grove Street NE, Marysville, WA 98270.

WHEREAS, the funding source of this grant is the federal fiscal year (FFY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA), Catalog of Federal Domestic Assistance (CFDA) # 97.133 – Preparing for Emergency Threats and Hazards, and

WHEREAS, the County desires to have certain services performed by the Subrecipient as described through this subaward of funds pursuant to this Agreement;

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

Federal Award Identification

Department / Division	Department of Executive Services, Office of Emergency Management		
Subrecipient	Marysville Police Department		
Project Title	CCTA Training & Exercise Program Participant Support Costs Grant		
Subaward Agreement Amount \$	The County shall reimburse the Subrecipient in an amount to be determined upon Acceptance of the Work specified in this Agreement.		
Subaward Agreement Period of Performance Start Date:	3/1/2019	Subaward Agreement Period of Performance End Date:	7/31/2020
Data Universal Numbering System (DUNS)	076658730000	Tax ID Number (TIN)	916001459
Federal Award Identification #	EMW-2016-GR-00145-S01	Federal Award Date	9/1/2017
Total Federal Award Amount	\$1,516,723.00	Federal Funding Authority	US Dept of Homeland Security
Purpose & Description: The Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA Program) provides funding to local, state, tribal, and territorial jurisdictions of different types, sizes, and capabilities to improve their ability to prepare for, prevent, and respond to complex coordinated terrorist attacks in collaboration with the whole community. The whole community approach aims to include individuals and communities, the private and nonprofit sectors, faith-based organizations, and all levels of government (local, regional/metropolitan, state, tribal, territorial, insular area, and Federal). The FY 2016 CCTA Program also focuses on developing regional partnerships intended to strengthen the applicant's capacity for building and sustaining capabilities specific to identifying gaps, planning, training, and exercises associated with preparing for, preventing, and responding to a complex coordinated terrorist attack. This Agreement establishes criteria for reimbursement to the subrecipient for employee overtime costs an agency may incur when participating in CCTA Program trainings and exercises.			

I. EXHIBITS

The Subrecipient shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements Attached hereto as Exhibit A

II. AGREEMENT PERFORMANCE PERIOD

This Agreement shall commence on the 1st day of March 2019, and shall terminate on the 31st day of July 2020 (Agreement End Date), unless extended or terminated earlier, pursuant to the terms and conditions of this Agreement.

All work under this Agreement must end on or before the agreement end date.

III. AGREEMENT REPRESENTATIVES

King County's Program Coordinator for this Agreement is Ted Toet at the King County Office of Emergency Management. The Program Coordinator is responsible for monitoring the performance of the Subrecipient, approving actions by the Subrecipient when required by this Agreement, approving Reimbursement Requests submitted by the Subrecipient, and accepting reports submitted by the Subrecipient.

The Subrecipient's representative for this Agreement is Jeff Goldman, who will be the contact for all communications regarding this Agreement.

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to King County or the Subrecipient by U.S. mail, fax, or email at the addresses provided below:

If to King County:

Ted Toet
King County Office of Emergency Management
3511 NE Second Street
Renton, WA 98056
PH: 206-296-3830
theodore.toet@kingcounty.gov

If to the Subrecipient:

Jeff Goldman
Marysville Police Department
1635 Grove ST NE
Marysville, WA 98270
PH: 360-363-8300
jgoldman@marysvillewa.gov

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

IV. SCOPE OF WORK

The Subrecipient agrees to participate in the CCTA grant through selection and approval of its personnel to attend and participate in trainings and exercises provided by the County through the CCTA grant. The Subrecipient agrees that its personnel will attend trainings and exercises in each of the Counties in the Tri-County region (King County, Snohomish County, and Pierce County). The Subrecipient further agrees that after each training and exercise, its personnel will attend a meeting on the After Action Report and participate in completion of the After Action Report and Implementation Plan, as required by the CCTA grant.

For participation in the trainings and exercises, the Subrecipient will be eligible for reimbursement as follows:

- A. **Overtime and Backfill-Related Overtime:** Overtime and backfill-related overtime costs associated with sending personnel to trainings and exercises in accordance with the following:

- a. **Overtime.** These expenses are limited to the additional costs that result from Subrecipient personnel working over and above 40 hours of weekly work time specifically related to approved activities specified under this Agreement and in accordance with grant guidelines. Overtime associated with any other activity is not allowable.
 - b. **Backfill-related overtime.** These expenses are limited to overtime costs that result from Subrecipient personnel who are working overtime (as identified above) to perform duties of other personnel, who are supporting approved activities specified under this Agreement and in accordance with grant guidelines, outside of their core responsibilities. Backfill-related overtime only includes the difference between the overtime rate paid and what would have otherwise been paid to the backfilling employee for regular time.
 - c. The entire amount of backfill or overtime expense that may result from the Subrecipient adding a new employee or employees is unallowable. Reimbursement will not be made for overtime or backfill-related overtime expenses resulting from an increase in full time employees.
 - d. Rates paid shall be in accordance with the Subrecipient's policies and procedures.
 - e. Recipients seeking to claim overtime or backfill costs will be required to submit verification as outlined in Section V.
- B. OT Fringe Benefits.** Fringe benefits (such FICA, L&I, Retirement) for allowable Subrecipient personnel and only for the percentage of time devoted to the approved activity under this Agreement.
- C. Travel Costs.** Domestic travel costs (airfare, mileage, per diem, hotel, etc.) are allowed, with prior written approval and availability of funding for employees approved to attend and participate in trainings and exercises. Costs shall be in accordance with applicable laws and regulations.
- D. Unallowable Overtime or Backfill Related Overtime costs:**
- 1. Overtime or backfill expenses which are the result of an increase in full time employee(s).
 - 2. Regular Salary and Fringe Benefits costs of personnel to attend and participate in trainings and exercises.

V. REIMBURSEMENT AND METHOD OF PAYMENT

- A. Both parties understand that the amount of reimbursement to be paid to the Subrecipient is contingent upon the Subrecipient's performance and compliance with this Agreement, including Subsection IV of this Agreement (Scope of Work) and the availability of CCTA funding, and that no fixed amount of reimbursement is committed at the time that this Agreement is executed.
- B. The parties understand that reimbursement will occur as the CCTA trainings and exercises are completed. Reimbursement requests are subject to the authorization of the County CCTA Program Coordinator. Reimbursement for eligible costs shall be processed and are eligible for payment upon receipt of a properly completed KCOEM CCTA Reimbursement Request.
- C. The KCOEM CCTA Reimbursement Request shall be submitted no later than fifteen (15) days following the end of the month in which the training or exercise event(s) occurred.

- D. Supporting documentation is required for all expenditures for reimbursement and shall include the following:
1. A detailed listing of employees, dates of service, hours of time, costs for overtime and/or backfill, and the approved activities under this Agreement; and
 2. If applicable, travel related receipts required for proof of expenditure, such as, hotel receipts and copies of paid employee expense claims.
- E. The County may require the Subrecipient to document that grant funds are not being used to replace or supplant existing funding.
- F. The final reimbursement request must be submitted to the County no later than thirty (30) days from the Agreement end date, as specified in Section II, Grant Agreement Performance Period. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed an amount the County deems appropriate considering factors including but not limited to the number of Subrecipients and personnel participating in exercises and training under this Agreement.
- G. Payment will be considered timely if mailed or transferred by the County to the Subrecipient within thirty (30) days after receipt of a properly completed KCOEM CCTA Reimbursement Request. Payment will be sent to the address designated by the Subrecipient on the KCOEM CCTA Reimbursement Request form. The County may, at its sole discretion, withhold payments claimed by the Subrecipient for services rendered if the County has determined that the Subrecipient has failed to satisfactorily comply with any term or condition of this Agreement.
- H. The County does not incur liability for any payment to the Subrecipient that is subsequently disallowed by State or Federal granting agencies. The County reserves the right to withhold or recoup payment for work or activities determined by funding agencies to be ineligible for reimbursement.

VI. REPORTING REQUIREMENTS

- A. The Subrecipient shall ensure that it complies with all fiscal reporting requirements for of this Agreement, including, reporting on the Schedule of Expenditure of Federal Awards (SEFA) in its Single Audit, if applicable.

VII. MAINTENANCE OF RECORDS

- A. The Subrecipient shall maintain accounts and records related to any reimbursed overtime and/or backfill for overtime costs authorized under this agreement, to include personnel, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. These records shall be maintained for a period of six (6) years from the date that the grant is closed. The County will notify the Subrecipient of the date the grant is closed. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.
- C. The Subrecipient shall inform the County in writing of the location, if different from the Subrecipient address listed on page two (2) of this Agreement, of the aforesaid accounts, programmatic records, documents, and other evidence and shall notify the

County in writing of any changes in location within ten working days of any such relocation.

- D. The Subrecipient must have a publically-available policy that describes what Personally Identifiable Information (PII) is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
- E. This Agreement shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW.

VIII. EVALUATIONS AND INSPECTIONS

- A. The Subrecipient shall provide right of access to its facilities to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County shall give advance notice to the Subrecipient in the case of Subrecipient monitoring reviews to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years from the date that the grant is closed. The County will notify the Subrecipient of the date the grant is closed. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.
- C. The Subrecipient agrees to cooperate with the County or its agent in the evaluation of the Subrecipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

IX. ADMINISTRATIVE REQUIREMENTS

- A. The Subrecipient shall comply with all applicable local, state and federal laws. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.
- B. The Subrecipient shall comply with the regulations and program guidance identified or referenced in the Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Notice of Funding Opportunity Announcement (NOFO) DHS-16-NPD-133-00-01, which can be found at <http://www.fema.gov/grants>, and is hereby incorporated in and made a part of this Agreement.
- C. The Subrecipient shall comply with the Administrative Requirements and Cost Principles: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- D. The County is not responsible for advising the Subrecipient about, or determining the Subrecipient's compliance with, applicable laws, regulations, and policies.
- E. In the event of the Subrecipient's noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the

contract in whole or in part. The Subrecipient is responsible for any and all costs or liability arising from the Subrecipient's failure to comply with applicable law, regulation or policy.

- F. In the event of a conflict between any of the language contained in any exhibit or any attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

X. ADDITIONAL REQUIREMENTS

- A. For CCTA trainings and exercises that the Subrecipient has participated in and is seeking reimbursement for under this Agreement, the Subrecipient shall contribute to an After Action report and an Improvement Plan.
- B. Grant funds may not be used to replace or supplant existing funding.
- C. The Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and other documents describing the Subrecipient's participation activities funded in whole or in part with the federal funds provided under this Agreement.
- D. As a subrecipient of federal financial assistance under this Agreement, the Subrecipient shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
1. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (j) Clean Air Act of 1970, (k) Clean Water Act of 1977, (n) Coastal Wetlands Planning, (o) Protection, and Restoration Act of 1990, (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
 2. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as

amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.

3. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
4. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
5. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
6. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
7. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
8. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
9. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
10. The False Claims Act (FCA) (31 U.S.C. § 3729).
11. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
12. SAFECOM Guidance for Emergency Communication Grants.

XI. NON-TRAVEL PROCUREMENT AND SUBCONTRACTING NOT ALLOWED

- A. Non-Travel related procurement and subcontracting are not allowable activities under this agreement.

XII. EQUIPMENT NOT ALLOWED

- A. Equipment is not an allowable cost under this agreement.

XIII. INTERNAL CONTROLS AND ACCOUNTING SYSTEM

- A. The Subrecipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

XIV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Equal Benefits to employees with Domestic Partners.

Pursuant to Ordinance 14823 and as amended by Ordinance 16586, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at \$25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners or employees who reside with legally domiciled members of households during the performance of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement, and may subject the Subrecipient to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at \$25,000 or more, the Subrecipient shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 [which is codified at King County Code (KCC) Chapter 12.19], and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx.

- B. Nondiscrimination in Employment or Provision of Services

1. During the performance of this Agreement, neither the Subrecipient nor any party subcontracting under the authority of this Agreement shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

C. Nondiscrimination in Subcontracting Practices

1. During the term of this Agreement, the Subrecipient shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Subrecipient shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

1. The Subrecipient shall comply fully with all applicable federal, state and local laws, ordinances, executive orders, OMB Circulars and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the Robert T Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this agreement. The Subrecipient shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Equal Employment Opportunity Efforts

The Subrecipient shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression of age. The Subrecipient's equal employment opportunity efforts shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

H. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services under this Agreement. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Agreement.

1. The Subrecipient agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

2. The Subrecipient shall not discriminate against persons with disabilities in providing the work under the Contract

I. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Subrecipient may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

XV. PROPRIETARY RIGHTS

The Subrecipient acknowledges that the Department of Homeland Security reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. The Subrecipient agrees to consult with the County regarding the allocation of any patent rights that arise from, or are purchased with, this funding. All Subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

XVI. AUDITS

- A. Subrecipients that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the U.S. Office of Management and Budget (OMB) 2 CFR 200 Subpart F – Audit Requirements. If spending is less than \$750,000 a year in federal awards, Subrecipient is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503.
- B. Subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement.
- C. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate.
- D. The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement.
- E. Once the single audit has been completed, the Subrecipient must send a letter to the County stating there has been a single audit completed and there were no findings, or if there were findings, the letter should provide a list of the findings. The Subrecipient must send this letter to the County no later than nine (9) months after the end of the Subrecipient's fiscal year(s).
- F. The Subrecipient is responsible for any audit exceptions incurred by its own organization. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must

respond to the County's requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit. In addition to sending a copy of the audit, the Subrecipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

- G. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Agreement, the Subrecipient agrees this Agreement may be amended to require that the Subrecipient comply with any such additional audit requirements. Even if this Agreement is not amended, the Subrecipient agrees to comply with any such additional audit requirements.

XVII. CERTIFICATION REGARDING DEBARMENT

As federal funds are the basis for this agreement, the Subrecipient certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

XVIII. ASSIGNMENT

The Subrecipient shall not assign any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent shall be sought in writing by the Subrecipient not less than 15 days prior to the date of any proposed assignment.

XIX. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Subrecipient has failed to comply with any terms or conditions of this Agreement or the Subrecipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

- A. The County shall notify the Subrecipient in writing of the nature of the breach;
- B. The Subrecipient shall respond in writing no later than ten working days following receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than 30 days from the date of the Subrecipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County shall notify the Subrecipient in writing of the County's determination as to the sufficiency of the Subrecipient's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Subrecipient's corrective action plan;
- D. In the event that the Subrecipient does not respond within the appropriate time with a corrective action plan, or the Subrecipient's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Agreement in whole or in part pursuant to Section XXIII.B;

- E. In addition, the County may withhold any payment owed the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XXIII. Subsections A, B, C, and D.

XX. TERMINATION

- A. This Agreement may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II, by providing 30 days advance written notice of the termination to the Subrecipient.
- B. The County may terminate this Agreement, in whole or in part, upon seven days advance written notice in the event: (1) the Subrecipient materially breaches any duty, obligation, or service required pursuant to this Agreement; and/or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Agreement is terminated by the County pursuant to this Subsection XXIII.B.(1), the Subrecipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.

- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Agreement and its attached Exhibits, the County may, upon written notification to the Subrecipient, terminate this Agreement in whole or in part.

If the Agreement is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the Subrecipient shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination.

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year.

- D. This Agreement may be terminated by the Subrecipient without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Subrecipient shall provide the County 90 days advance written notice of its intent not to renew this Agreement, in whole or in part.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

XXI. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Agreement.

XXII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Agreement, the Subrecipient is an independent contractor and neither it, nor its officers, agents or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Agreement. The Subrecipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Subrecipient further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Subrecipient, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Contract or the Termination sections.
- C. The Subrecipient shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the acts or omissions of the Subrecipient, its employees or any person whomsoever arising out of or in connection with any acts or activities under this Agreement. This obligation shall not include such costs, claims, judgments, and/or awards of damages which may be caused by the sole negligence of the County; provided, that if the costs, claims, judgments, and/or awards of damages are caused by or result from the concurrent negligence of (1) the County, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.
- D. The County shall protect, defend, indemnify, and hold harmless the Subrecipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts

or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Subrecipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Subrecipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XXIII. INSURANCE REQUIREMENTS

- A. By the date of execution of this Agreement, the Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, and/or employees. The costs of such insurance shall be paid by the Subrecipient. The Subrecipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Subrecipient, its agents, employees, and/or officers, to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.

For All Coverages: Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Subrecipient warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Agreement termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy/policies. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as the following:

1. General Liability:

Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Agreement section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

3. Automobile Liability:

In the event that services delivered pursuant to this Agreement require the use of a vehicle or involve the transportation of clients by Subrecipient personnel in Subrecipient-owned vehicles or non-owned vehicles, the Subrecipient shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

5. Stop Gap/Employers Liability

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

C. Minimum Limits of Insurance

The Subrecipient shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Subrecipient personnel is involved, then Risk Management will review the appropriate amount of coverage.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Stop Gap/Employers Liability: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Subrecipient's liability to the County and shall be the sole responsibility of the Subrecipient.

E. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies Except Professional/Errors and Omissions and Workers Compensation.
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Subrecipient in connection with this Agreement. (CG 2010 11/85 or its' equivalent)
 - b. The Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees or agents shall not contribute with the Subrecipient's insurance or benefit the Subrecipient in any way.
 - c. The Subrecipient's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Subrecipient shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Subrecipient shall furnish the County certificates of insurance and endorsements required by this Agreement. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Municipal or State Subrecipient Provisions

If the Subrecipient is a Municipal Corporation or a Subrecipient of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

XXIV. CONFLICT OF INTEREST

- A. The Subrecipient agrees to comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section XXIII and subject the Subrecipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Subrecipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

- C. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Subrecipient shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Subrecipient is responsible for notifying the County's project manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

XXV. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXVI. DISCLOSURE OF LOBBYING ACTIVITIES

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code.

XXVII. AGREEMENT AMENDMENTS

All changes to this Agreement shall be made in writing through an Amendment to the Agreement. Both parties understand that only the County can make unilateral amendments to this Agreement.

XXVIII. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

XXIX. SEVERABILITY


In the event any term or condition of this agreement, any provision of any document incorporated by reference, or application of this agreement to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.


XXX. NO THIRD PARTY BENEFICIARIES

Except for the Parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

**KING COUNTY OFFICE OF
EMERGENCY MANAGEMENT**

MARYSVILLE POLICE DEPARTMENT

Brendan McCluskey 
Director

Jeff Goldman 
Assistant Chief

27 - MARCH - 2019
Date

03.12.19
Date

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Subrecipient has completed the Work in accordance with the Contract.

Agreement Amendment: A written change to the Agreement modifying, deleting or adding to the terms and conditions or Scope of Work.

Subrecipient: non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Day: Calendar day.

Exercises: Multi-jurisdictional, tabletop, functional, and full-scale/force-on-force exercises that simulate preparing for, preventing, or responding to a complex coordinated terrorist attack.

KCC: The King County Code.

Measurable Amount of Work: A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Program Coordinator: The individual designated by the County to manage the project on a daily basis and who may represent the County for Agreement administration.

RCW: The Revised Code of Washington.

Trainings: Implementation of training to enhance capabilities for preparing for, preventing, and responding to complex coordinated terrorist attacks which addresses a performance gap and contributes to building a capability.

Travel: Costs (mileage, per diem, lodging, transportation) of Subrecipient personnel attending and participating in approved activities under this Agreement.

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM:	
Supplemental Agreement No. 2 w/ BHC Consultants re Wastewater Collection System Inflow and Infiltration Evaluation	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	<i>ke</i>
DEPARTMENT:	
Public Works / Storm/Sewer Department	
ATTACHMENTS:	
Supplemental Agreement No. 2	
BUDGET CODE:	AMOUNT:
40142080 548000	\$28,033.00
SUMMARY:	

The City contracted with BHC Consultants LLC (BHC) on November 26, 2019, to perform the Wastewater Collection System Inflow and Infiltration (I&I) Evaluation and extended this agreement through May 31, 2021 in the Supplemental Agreement No. 1. The original scope included flow monitoring and analysis in comparison to rain events and seasonal groundwater. The study was done in order to understand the source and quantity of unwanted water infiltrating and inflowing into the sewer collection system. The original scope also included limited smoke testing once the report was completed and had identified areas of concern.

While finalizing the I&I Evaluation Report it was determined that one delineated sub-basin exhibited numerous inflow exceedances during the flow metering effort. These exceedances were significant and numerous enough to warrant an expansion of the smoke testing effort for the entire identified sub-basin. The area of this sub-basin contains approximately 27,725 linear feet of sewer main. The original scope included up to 11,000 lineal feet (LF) of sewer main smoke testing.

The attached Supplement No. 2 to the City's agreement with BHC Consultants includes additional scope and fee to perform additional smoke testing for approximately 27,725 lineal feet of sewer mains. This supplement also extends the term of the original contract to December 31, 2021.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants, in the amount of \$28,033.00 and extend the contract terms to December 31, 2021.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the supplemental agreement.

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS, LLC**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and BHC CONSULTANTS, LLC, a limited liability company (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Wastewater Collection System Inflow and Infiltration Evaluation (the “Original Agreement”), said Original Agreement being dated November 26th, 2019; and

WHEREAS, the parties extended the term of the Original Agreement in a supplemental agreement (the “Supplemental Agreement No. 1), said Supplemental Agreement No. 1 being dated December 15, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement (as modified by Supplemental Agreement No. 1) by expanding the Scope of Services to provide for additional smoke testing of the sewer collection system and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be amended by Exhibit A1, attached hereto and by this references made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2021.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$28,033 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$168,997 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$140,964
Supplemental Agreement No.2	\$28,033
Grand Total	\$168,997

4. Each and every provision of the Original Agreement for Professional Services dated November 26th, 2019 (as modified by Supplemental Agreement No. 1), shall remain in full force and effect, except as modified herein.


DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 13th day of April, 2021.

BHC Consultants, LLC

By 
Ronald A. Dorn
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A1

SCOPE OF WORK City of Marysville Wastewater Collection System Inflow and Infiltration Evaluation Amendment No. 1

Statement of Understanding

BHC Consultants, LLC (BHC) recently finalized the system wide inflow and infiltration analysis. This effort included delineating the system into sub-basins for flow metering and analysis where the findings were summarized in the I&I Evaluation Report. The original contract, executed November 19, 2019 for engineering services and extended through May 31, 2021 in the Supplemental Agreement No. 1, included up to 11,000 lineal feet (LF) of sewer main smoke testing. While finalizing the I&I Evaluation Report it was determined that the delineated sub-basin S-MH-4860 exhibited numerous I&I exceedances during the flow metering effort. Per the City's request, the following effort is to expand the smoke testing effort for the entire S-MH-4860 sub-basin. Utilizing the City's Utility Viewer, BHC estimated that the S-MH-4860 sub-basin contains approximately 27,725 lineal feet of sewer mains. The 27,725 lineal feet is utilized as the basis for the smoke testing effort herein.

Scope of Work

The Scope of Work tasks are separated into four components where applicable and includes clarifications as it pertains to the amended sections herein to the original scope of work:

1. Work Tasks: tasks that will be completed by the Consultant.
2. Receivables: elements that will be provided by the City.
3. Assumptions: assumptions used to develop each Work Task.
4. Deliverables: the finished product that will be delivered to the City via electronic and/or hard copy.

Task 1 – Project Management

Work Tasks:

- 1.1 Client and Team Coordination (Supplemental). Coordinate with City staff and provide regular status updates through meetings, telephone communication, and e-mail during the project. Proactively manage team resources needed to complete the project.
- 1.2 Monthly Invoices (Supplemental). Prepare monthly invoices.

Receivables:

- Approved Amendment.

Assumptions:

- None

Deliverables:

- Monthly invoices and progress reports.

Task 4 – Flow Monitoring and Additional Basin I/I Evaluation

Work Tasks:

- 4.1 Install and Monitor Flow Meters (Complete). Task has been performed.
- 4.2 Basin Analysis (Complete). Task has been performed.
- 4.3 Smoke testing (Deduct). Removal of the services indicated as smoke testing at two (2) locations for a total

of 11,000 lineal feet. ADS Scope of Work is included as an Attachment.

- 4.4 Revised Report (Per Smoke Testing Results). The I&I Evaluation Report will be updated with a summary of additional data collected and the reported findings through smoke testing. ADS smoke testing reports will be appended to the report.
- 4.5 S-MH-4860 Sub-Basin Smoke Testing with Traffic Control (Expanded Effort). Smoke test S-MH-4860 sub-basin as delineated in the I&I Evaluation Report for a total of approximately 27,725 lineal feet (LF) of gravity sewer main piping. ADS Scope of Work is included as an Attachment. Including one (1) kick-off meeting between BHC, ADS, and City's representatives to discuss project scope, establish lines of communication, set milestones, and the project schedule. Smoke testing services by ADS to include the optional traffic control per the attached ADS proposal.

Receivables:

- A letter from the City on Official Letterhead authorizing ADS to perform this work that lists City's staff so that citizens or others can contact them should they have any questions.
- All approvals, permits, etc. necessary to allow ADS to perform services under the Agreement on the City, and Federal property and/or right-of-way.
- One (1) complete set of collection system drawings (maps) for the test area.

Assumptions:

- Budget reflects approximately 27,725 LF of pipe to be smoke tested.
- City to pay all local licenses and any permits fees, as required.
- City to provide access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, including, but is not limited to exposing manholes and clearing easements.
- City will send mail notifications to residents prior to smoke testing.
- City will provide all permits and approvals necessary for ADS to perform smoke testing.

Deliverables:

- Kick-off meeting minutes
- Draft and Final Smoke Testing Study (PDF).
- Draft and Final revised I&I Evaluation Report (PDF)

Exclusions

Due to the nature of work scoped herein, the following items are excluded from this Scope of Work:

- Modeling.
- Detailed design and preparation of construction drawings and specifications.
- Pipe rehabilitation or replacement alternatives analysis
- Environmental monitoring.
- Wastewater sampling and sampling support.
- Surveying.
- Geotechnical investigations and inspections.
- Permitting support.

Estimated Fee

The estimated fee is \$28,033 and includes the optional ADS traffic control proposed in the Attachment but does not include the optional ADS public notifications services. A breakdown of the fee estimate is included as Exhibit B1.

Schedule

Approximate project milestones are shown below.

Kick-off meeting	End of May 2021
S-MH-4860 Smoke Testing	July/August 2021
Draft and Final Smoke Testing Report	August/September 2021
Draft and Final Revised I&I Evaluation Report	September/October 2021

**Appendix B1
Project Budget**

P.M.: Kenneth Gray, PE

Project No.: 19-10652.00

Date: 4/12/21

Project Name Wastewater Collection System Inflow and Infiltration Evaluation - Amendment No. 1

Task No.	Task Description	Princ. Engr./QC <i>Giese</i>		Proj. Manager <i>Gray*</i>		Staff Engineer <i>Rodriguez*</i>		GIS Specialist <i>Tolentino</i>		Project Admin <i>Pierson</i>		Clerical/WP <i>Sifferman</i>		Subconsultant w/ 10% Markup	Total		
		Original Executed Billing Rates		\$230		\$180		\$120		\$125		\$125			\$110		
		*Updated Staff Billing Rates		-		\$195		\$139		-		-					
		Hourly Billing Rate:		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost	Cost
1	Project Management																
1.1	Client and Team Coordination (Supplemental)*		\$0	1.0	\$195		\$0		\$0		\$0		\$0			1	\$195
1.2	Monthly Invoices (Supplemental)*		\$0	2.0	\$391		\$0		\$0	2.0	\$250		\$0			4	\$641
	Subtotal													\$0		5	\$836
4	Flow Monitoring and Additional Basin I/I Evaluation																
4.1	Install and Monitor Flow Meters (Complete)		-		-		-		-		-		-			-	-
4.2	Basin Analysis (Complete)		-		-		-		-		-		-			-	-
4.3	Smoke Testing (Deduct)		\$0	-4.0	-\$720	-4.0	-\$480		\$0		\$0		\$0			-8	-\$16,050
4.4	Update Report (Per Smoke Testing Results)*		\$0	4.0	\$781	8.0	\$1,109		\$0		\$0	1.0	\$110			13	\$2,000
4.5	S-MH-4860 Basin Smoke Testing w/ Traffic Control (Expanded Effort)*	1.0	\$230	4.0	\$781	4.0	\$554		\$0		\$0		\$0			9	\$41,247
	Subtotal													\$24,831		14	\$27,197
TOTAL DIRECT LABOR		1	\$230	7	\$1,428	8	\$1,183	0	\$0	2	\$250	1	\$110	\$24,831		19	\$28,033
Reimbursable Expenses																	
(None)																	
TOTAL BASE BUDGET																	
		\$28,033															

March 26, 2021

Kenneth Gray, P.E
BHC Consultants
1601 Fifth Avenue
Suite 500
Seattle, WA 98101
Kenneth.Gray@bhiconsultants.com
206-357-9963-Business
360-220-0154- Mobile

ADS Environmental Services
4455 South 134th Street
Tukwila, WA 98168

Project Reference:
Marysville.BHC.SSES.WA21
Project Manager: Shawn Hoglan

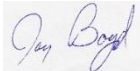
Dear Kenneth,

We are attaching a quotation and appreciate the opportunity to provide this for your **SSES project**. Below you will find the requested Pricing, Scope of Work, Terms and Conditions, and Technology Descriptions.

This proposal is valid for sixty (60) days and subject to all ADS standard terms and conditions for professional services for your review and signature.

We look forward to working with you on this and future projects. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



Jay Boyd
Director of Market Development
442-245-0008
jboyd@idexcorp.com

Cc: Shawn Hoglan, shoglan@idexcorp.com
Mike Pina, mpina@idexcorp.com

Project Description

Approach: ADS LLC proposes use of proven technology, certified project team and ISO 9001 quality processes to successfully perform SSES services requirements.

Project: Marysville SSES
Type: Smoke Testing Services
Project Duration: Complete 27,725 linear feet
Traffic Control: Optional as per below
Prevailing Wage: Included
Requested Start Date: Beginning August 2021

Proposal Pricing

Pricing Table (below) includes all aspects as outlined in the Scope of Work (SOW), next page.

Acceptance of this proposal for the purchase of ADS services constitutes your and/or your organization’s agreement to ADS’ Standard Terms and Conditions of Sale found: <https://www.adsenv.com/ads-services-terms-and-conditions/>

ITEM	ITEM DESCRIPTION	LINEAR FT RANGE	COST/LINEAR FT.	TOTAL COST
1	Mobilization: equipment prep; collection system smoke testing; documentation; final reports. <i>No public notification included.</i> See Scope of Work (next section) for details.	≥20,000 to 27,725	\$1.25/ linear foot	\$20,000 to \$34,524
2	Mobilization: equipment prep; collection system smoke testing; documentation; final reports. <i>No public notification included.</i> See Scope of Work (next section) for details.	15,000 to 19,999	\$1.36/ linear foot	\$20,000 to \$34,524
3	Mobilization: equipment prep; collection system smoke testing; documentation; final reports. <i>No public notification included.</i> See Scope of Work (next section) for details.	≥5,000 to 14,999	\$1.79/ linear foot	\$8,950 to \$26,848
ITEM	ITEM DESCRIPTION			COST
OPTIONS				
2	Public Notification Option - notices hung on doors within test area and within 24-48 hours of testing.	Add	Fixed	\$6,235
3	Traffic control - above what our team can provide and will be requested from a traffic sub	Add	Fixed	\$1,550

Pricing Assumptions:

- Pricing does not include applicable (if any) tax
- Quotation Validity: **60-days**
- Does not assume MBE/WBE requirements.
- Pricing assumes ADS’ Standard Health and Safety procedures and documentation are sufficient.
- Monitoring period extensions: notify ADS prior to the end of the monitoring period.
- Assumes free & legal access to all sites and no modifications to sites are necessary for installation.
- Additional work requested beyond the scope of services will require additional fees to be negotiated.

Scope of Work

As noted in “Project Description”, above ADS Environmental Services, herein known as “ADS”, will SSES services for **BHC Consultants**, herein known as “Client”. The work will be performed in three phases as set forth below:

Phase I – Mobilization

- 1) **Kick-off Meeting**. Phase I will begin with a kick-off meeting between representatives of Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule.
- 2) **Site Locations**. ADS will work with Client to identify/verify the location for service.
- 3) **Final site locations** to be approved by Client.
- 4) **Equipment and Materials**. Provide equipment, materials, and field crews required to smoke test up to **27,750** linear feet of pipeline.
- 5) **Notifications**. Notify residents via door hangers within 24-48 business hours before the scheduled smoke testing.
- 6) **Coordination with City Departments**. ADS coordinates with City’s Police and Fire department and other City departments as they designate to communicate smoke test crew locations and schedules.
- 7) **Perform Smoke Testing**. Perform smoke testing and document observed leaks using GIS cameras, maps provided by the City, smoke testing forms, and digital photographs.
- 8) **Safety and Controls**. Perform necessary safety procedures, and traffic control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) using two (2) man crews.

Project Approach & Services

Field Work: An ADS crew uses a 4,000-cfm blower and non-toxic smoke to test the pipelines. Smoke testing is limited to test no more than two segments (3 MHs in a row) or ~800 feet, except where access dictates different setup procedures.

Documentation: ADS utilizes standardized ADS field forms to record all observed I/I defect data. Typically, inconsequential smoke leaks such as missing cleanouts, are only be cataloged on a list with address information. Digital photographs are captured for each observed I/I defect and attached to the respective smoke defect form.



Each form documents:

- Defect type (manhole, mainline, municipal service, private service), leak location (grass, pavement, etc.),
- Severity,
- Line segment,
- Leak sources (roof gutters, cleanouts, laterals, area drains, storm drains etc.).

Documents may be customized to meet additional City requirements.

Defect information will include: location, personnel, date, and a schematic layout of the manhole and sewer line under testing.

ADS photographs (GPS camera) and documents all observed smoke leaks and the location including:

- Digital photographs of the leaks;
- Location of defect via GPS coordinates or reference to permanent landmarks, and
- Documentation of defects.

Reports:

- Prepare field forms
- Record testing results
- Prepare documentary photographs (electronic format)
- Use professional judgment to analyze resulting data
- Prepare list of defects



Digital Photograph Examples of smoke exit locations

Data Management: smoke defect data are recorded in database fields in Excel format (for tabular summary report presentation) and if requested, in a database4 format for use in a GIS platform such as ESRI ArcView. An ArcView defect theme (.gdb or shapefiles) or KMZ file (Google Earth) will be provided upon request as well for City use.

Client and City Responsibilities:

Prior to any ADS fieldwork, the City will need to provide the following:

- 1) A fully executed Agreement and a written notice to proceed
- 2) A letter from the City on Official Letterhead authorizing ADS to perform this work that lists City's staff so that citizens or others can contact them should they have any question.
- 3) Send Mail Notifications to Residents prior to ADS Smoke Testing Begins
- 4) All approvals, permits, etc. necessary to allow ADS to perform services under the Agreement on the City, and Federal property and/or right-of-way.
- 5) One (1) complete set of collection system drawings (maps) for the test area.
- 6) Disclosure of any known sanitary system hazards.
- 7) Other information required by ADS to perform services under the Agreement.

PLEASE GO TO NEXT PAGE

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT AND TERMS AND CONDITIONS

Now therefore, the Parties, agreeing to be legally bound, hereby agree as follow the ADS LLC TERMS AND CONDITIONS PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

Link to Terms and Conditions: <https://www.adsenv.com/ads-services-terms-and-conditions/>

Total Calculation from Pricing Table

Item Number (1, 2, 3): _____

Total Calculation: Linear Feet: _____ x Cost/Linear Foot = _____ (Total Cost)

Select All Options that Apply

Public Notification Option: _____

Traffic Control Option: _____

SIGNATURE

Client Name:	ADS LLC
Signature:	Signature:
Printed Name/Title:	Printed Name/Title:
Date:	Date:

Questions concerning this proposal contact:
Jay Boyd
 Director of Market Development
jboyd@idexcorp.com
 442-245-0008

Submit Purchase Orders and Signed Agreement to:
Shawn Hoglan
 Project Manager
shoglan@idexcorp.com
 206-571-0310

Index #6

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

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM:	
Joint Operating Agreement Water Supply Contract	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	<i>kc</i>
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
1. Joint Operating Agreement Water Supply Contract	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

On October 15, 1991, the City of Everett and the Joint Operating Agreement Participants (JOA Participants), consisting of the City of Marysville, Snohomish County PUD No. 1, and the Tulalip Tribes, entered into a water supply contract (Contract) with an expiration date of July 1, 2020. On June 8, 2020, City Council authorized a one-year extension of the Contract while City of Everett and the JOA Participants negotiated a replacement contract. The term of the newly completed contract will be from the date of its mutual acceptance by all parties until December 31, 2050. The JOA Participants will have a right to renew the contract for an extended term of similar duration and quantity of water up to a peak of 20 million gallons per day.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Joint Operating Agreement Water Supply Contract.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Joint Operating Agreement Water Supply Contract.</p>

**EVERETT AND JOA PARTICIPANTS
WATER SUPPLY CONTRACT**

THIS CONTRACT is made and entered into by and between the City of Everett, a municipal corporation of the State of Washington, hereinafter referred to as "Everett," and the City of Marysville ("Marysville"), and Public Utility District No. 1 of Snohomish County ("PUD"), municipal corporations of the State of Washington, and the Tulalip Tribes of Washington (Tribes), a federally recognized Indian Tribe, the latter three entities hereinafter referred to as "Participants"

WHEREAS, Everett owns and operates a water supply system located in Snohomish County, Washington. This system has regional supply capability for domestic, commercial, and industrial water consumption; and

WHEREAS, pursuant to RCW 35.92 and RCW 39.94, Everett is authorized to enter into contracts with other municipalities and recognized tribes to supply water. Pursuant to WAC 246-290-100, Everett has prepared a Water System Plan identifying certain areas of north Snohomish County as being within its long-range wholesale water supply service area; and

WHEREAS, the Participants own and operate water supply systems in north Snohomish County, Washington, and distribute water on a retail basis to domestic, commercial, and industrial customers within their respective service areas; and

WHEREAS, the Participants in 1991 entered into a Joint Operating Agreement ("JOA") for the purpose of the construction and operation of a 30-inch pipeline by Marysville from the Everett transmission line to the Sunnyside vicinity (the "Phase I JOA Pipeline"), allocating pipeline capacity among the Participants, and cooperating in a regional solution to meet future water supply needs; and

WHEREAS, the Participants together with Washington State, Snohomish County, Everett and other public water purveyors have jointly prepared a Coordinated Water System Plan ("CWSP") for north Snohomish County and have prepared individual Comprehensive Water System Plans; and

WHEREAS, the execution of this Contract and the participation of the Tribes in the processes contemplated by the Contract do not constitute nor imply any abrogation, diminishment or waiver of the Tribes existing or reserved rights or sovereign powers, whether arising under treaty, statute or common law; and

WHEREAS, Everett and Tribes executed a separate wholesale water delivery contract in 2016 and nothing in this Contract is intended to alter the terms of that contract or the water delivered thereunder, and

WHEREAS, Everett and the Participants entered into a water supply contract in October

of 1991 which terminated July 1, 2020, and has been extended to July 1, 2021. That contract states that the Participants shall have the right to renew the contract for an extended term of similar duration and for a quantity of water consistent with the demands projected by the CWSP.

NOW, THEREFORE, for the mutual benefits to be derived, the parties agree as follows:

1. **Delivery of Water.** Everett hereby agrees to deliver and sell to the Participants, and the Participants hereby agree to purchase from Everett, a maximum of twenty million gallons of water per day (20 MGD). The Participants will pay Everett for the delivery and treatment of such water, to be used as one of Participants' sources of supply, in accordance with Everett's usual and accustomed rates and conditions for customers similarly situated and as provided in Section 5 hereof.

2. **Point of Delivery.** Everett shall deliver water to the Participants at the connection point located at 87th Ave SE and 20th St SE. This connection point is referred to in this Contract as the "Everett connection point." Since this tap is owned by Marysville, Everett will coordinate any operational issues with Marysville as well as the PUD. Other future connection points to serve multiple Participants shall be subject to mutual agreement. The actual point of delivery at the connection point shall be the upstream flange of the valve downstream of the master meter and check valve.

3. **Quantity of Water.** Marysville constructed the Phase I JOA Pipeline from the Everett connection point as Phase 1 of the preliminary CWSP and JOA. Everett and Participants agree that each have, and will continue to make, significant capital investments in water supply facilities which are interdependent, and that coordinated planning will be required throughout the term of this Contract to maximize public benefits and minimize costs. In the design of future Participants' water supply projects, Everett shall not be responsible for storage beyond Everett's existing storage at Chaplain Reservoir. Everett agrees to use best efforts, subject to meeting the requirements of all Everett customers and subject to Section 10 and Section 11 below, to provide a regular and uninterrupted supply of water at the Everett connection point. Everett will exercise best efforts to operate so as to supply water at a hydraulic head of not less than 440' mean sea level at the Everett connection point throughout the term of this Contract as long as parties are in compliance with the Operating Plan (**Exhibit B**).

It is understood that the Participants may reach peak demands of 20 million gallons per day (MGD) through the Phase I JOA Pipeline before the expiration of this Contract and that additional facilities, including a second pipeline connection to Everett and a regional reservoir, may be required to meet long range demands. A second pipeline connection will require a separate water contract between Everett, Marysville and as many of the other Participants who choose to participate in this second pipeline connection.

Estimated average daily demands and peak day demands of the Participants are shown in the Participants' individual Comprehensive Water System Plans. Everett's facilities have, or will have in the future, the capacity to supply the Participants' water quantity demands at the Everett connection point of a peak of 20 MGD. The PUD and Tribes have other points of

withdrawal from Everett's water system that are not subject to this Contract.

The Participants have developed an Operating Plan (Exhibit B) to accommodate the operational needs of the parties. This plan is for operating purposes only. If conditions change, it may be modified by mutual agreement of the Public Works Directors of Everett and Marysville and the PUD AGM-Water Utility or their designees.

If peak flow ratios (i.e. peak flow/average flow) become an issue that adversely affects Everett's ability to deliver water under the conditions of this Contract, it will convene a committee of itself and the Participants. This committee will be charged with modifying the Operating Plan (Exhibit B) in such a manner to reduce the adverse effects of peaking. If this effort is unsuccessful, Everett reserves the right to implement, and the Participants shall pay, a demand charge as may be established by Everett ordinance.

The quantity of water delivered shall be measured by the master meter referred to in Section 2 above. Nothing herein, however, shall be construed as obligating the Participants to take or purchase any minimum quantity of water from Everett at any time except as Everett's rates require minimum payment related to each connection.

4. **Quality of Water.** Everett agrees that all water delivered to the Participants at the Everett connection point shall be of the same standard and quality as that normally delivered by Everett to master meter customers east of the Snohomish River. Everett shall be responsible for meeting state and federal standards for safe, high-quality drinking water at the point of delivery. All water supplied by Everett for use or sale by the Participants shall be upon the express condition that after it has passed the point of delivery the water becomes the property and responsibility of the Participants, and Everett shall not be liable for any damages or loss resulting from degradation of water quality which may occur beyond such point. Further, Everett shall not be responsible for changes in water quality or operating problems which may result from mixing of different sources of water in the Participants' systems. Participants shall provide means to assure that water will not backflow into the Everett system. Everett shall not be responsible for acts of sabotage that might degrade the quality of water delivered to the Participants.

5. **Rates and Charges.** Rates and charges to be paid by Participants, including a demand charge as described in Section 3 above, shall be established by ordinance of Everett from time to time. (As of the date of this Contract, Everett rate ordinance is Ordinance 3793-27.) The charges for water service shall include a base rate, a minimum charge for each connection, and a filtration charge. The base rate for water and the minimum charge for each connection and the filtration charge shall be established by ordinance of Everett and shall be based on cost of service principles; provided that it is agreed that rates may include usual and accustomed charges imposed on the Everett utility by the Everett's general fund. The rate structure may include a minimum charge for each point of connection without regard to consumption plus a commodity charge. The Participants agree to read each of the master meters on a monthly basis and provide Everett with the readings by the 7th day of each month. Everett agrees that the Participants shall

be served with notice of any future rate modifications that will impact the Participants at least thirty (30) days prior to consideration of such modifications by the Everett City Council.

6. **Payments by Participants.** On a monthly basis, Everett shall bill Marysville for water delivered through the Phase I JOA pipeline master meter less the amount that the PUD withdraws from its Soper Hill tap off of the Phase I JOA pipeline. Everett shall bill the PUD for their water withdrawal from this tap. These bills shall be payable within thirty (30) days after receipt of the invoice. Delinquent bills shall accrue interest at the rate of twelve percent (12%) per annum for any delinquency greater than sixty (60) days.

7. **Resale or Distribution of Water by the Participants** After water has passed the point of delivery and has entered Marysville's Phase I JOA pipeline, the water becomes the property of the Participants according to the point of delivery and/or their respective capacity right as established in the JOA and the use and distribution of the water shall be under the exclusive authority of the Participants, subject only to the following express limitations.

a. Everett Ordinance No. 1347-87 (EMC 14.15.460) requires that new connections outside the City of Everett greater than 12 inches are subject to Everett Water System Plan modification. Participants agree not to allow any customer connection to Participants' water systems which is using water purchased from Everett under this Contract if such connection is greater than 12 inches in diameter or supplies more than one million gallons per day, unless Participants first obtain approval from Everett for such connection. Everett's approval shall not be unreasonably withheld and shall be based on the water supply impacts to the Everett water system caused by such connection.

b. The Participants will distribute water received from Everett in a manner consistent with the Everett Water System Plan, the CWSP, and the individual Participants' Water Systems Plans, as approved by the Washington State Department of Health, if appropriate.

c. The Participants shall not serve water received from Everett, pursuant to the terms of this Contract, in areas outside the service area shown in Exhibit A attached hereto. Exhibit A shall be changed if future Everett Comprehensive Water Plans change the Everett Service Area.

8. **Term of Contract** The term of this Contract shall be from the date of its mutual acceptance by all parties until December 31, 2050. The Participants shall have a right to renew this Contract for an extended term of similar duration and quantity of water for a peak of 20 MGD.

9. **Construction, Operation and Maintenance of Capital Improvements.** The Participants at no cost to Everett shall construct all capital improvements to their water systems and shall own all capital improvements downstream from the point(s) of delivery and shall assume exclusive responsibility for the operation, maintenance, and repair of the same. All construction, operation, and maintenance and repairs shall be in strict compliance with standards

approved by the Washington State Department of Health as appropriate. The Participants shall annually provide to Everett a water system report to include number of customers, peak use and other information useful in optimizing joint operations.

10. **Continuity of Service.**

a. To the extent feasible, Everett shall continuously maintain service to the Participants as set forth in this Contract. In the event of a general emergency or water shortage, Everett and the Participants will share in implementing the necessary water conservation measures. Recognizing that both Everett and the Participants have critical customers, Everett will consult with the Participants regarding water allocations. General restrictions placed upon deliveries to the Participants shall be made according to Everett 's most recent Emergency and/or Drought Response Plan. In the event of localized emergency problems, temporary service interruptions may result.

b. It is recognized by the parties that emergency conservation measures may have to be implemented by the Parties on a regional basis in order to meet an emergency condition. The Participants shall assist and support such emergency conservation measures.

c. Everett shall provide oral notice to the Participants, and may temporarily interrupt or reduce deliveries of water to the Participants, if Everett determines that such interruption or reduction is necessary or reasonable in case of system emergencies. Except in cases of emergency, and in order that Participants' operations will not be unreasonably interfered with, Everett shall give the Participants five (5) days' notice of any other interruptions or reduction in services, the reason therefor, and the probable duration thereof, including any interruptions or reduction in services that will be caused by installation of equipment, repairs, replacements, investigations, inspections, or other maintenance performed by Everett on its water system or those parts of the system supplying the Participants.

11. **Force Majeure and Changes in Law.** None of the parties hereto shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control or due to changes in state or federal law. If a party is unable to perform in whole or in part because of such condition or change in the law, the party shall diligently and promptly take reasonable steps to allow it to perform.

12. **Miscellaneous**

a. **Assignment; Successors Bound.** Neither this Contract nor any right or privilege herein shall be assigned by any party without the written consent of the other parties. This Contract shall apply to and be binding upon the lawful successors of all parties.

b. **Notices.** Unless otherwise provided herein, all notices complying with this Contract shall be sent by registered mail as follows:

To Everett:
Public Works Director
 Everett Municipal Building
 2930 Wetmore Avenue
 Everett, WA 98201

To the PUD:
AGM-Water Utility
 PUD No. 1 of Snohomish County
 PO Box 1107
 Everett, WA 98206

To Marysville:
Utility Manager
 City of Marysville Public Works
 80 Columbia Avenue
 Marysville, WA 98270

To the Tribes:

Public Works Director
 Tulalip Tribes of Washington
 6406 Marine Drive
 Tulalip, WA 98271

c. **Legal Relations.** Notwithstanding any other provision of this Contract, no party to this Contract will liable to any other party for indirect, incidental, special, exemplary or consequential damages, including but not limited to damages for lost revenues or benefits, even if such party has been advised of the possibility or existence of such damages.

d. **No Joint Venture.** This Contract describes the entire relationship of the Participants with Everett with regard to the subject matter herein concerned. Except as maybe explicitly provided otherwise herein, the parties are independent agencies and shall not be deemed to be partners, joint ventures, principals, or agents of each other for any purpose whatsoever. Each party shall have and maintain sole and complete control over all of its employees, agents, and operations.

e. **Dispute Resolution.** Any dispute under or in connection with this Contract may, upon the mutual agreement of the parties, be submitted for resolution by mediation.

f. **Entire Agreement.** This Contract, together with any exhibits, sets forth the entire agreement of the parties with regard to the subject matter hereto.

g. **No Third Party Beneficiaries.** None of the provisions of this Agreement

shall inure to the benefit of or be enforceable by any third party.

h. **Waivers.** Any waiver at any time by a party of its right with respect to a default under this Contract, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter. Any party may waive any notice or agree to accept a shorter notice than specified in this Contract. Such waiver of notice or acceptance of shorter notice by a party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required under this Contract.

i. **Amendment.** Except for changes to the Operating Plan, no change, amendment or modification of any provision of this Contract shall be valid unless set forth in a written amendment to this Contract signed by all parties with the same formality as this contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their proper officer and will become effective on the date of the latest signature on the day of _____, 2021.

CITY OF EVERETT
WASHINGTON

By: _____
Cassie Franklin, Mayor

Date: _____

ATTEST:

City Clerk
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

CITY OF MARYSVILLE
WASHINGTON

By: _____
Jon Nehring, Mayor

Date: _____

ATTEST:

City Clerk
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

TULALIP TRIBES OF WASHINGTON

By: _____
Teri Gobin, Chair of Tribal Board
of Directors

Date: _____

PUBLIC UTILITY DISTRICT NO. 1 OF
SNOHOMISH COUNTY

By: _____
John Haarlow, CEO/General
Manager

Date: _____

APPROVED AS TO FORM:

Assistant General Counsel
Date: _____

EXHIBIT A

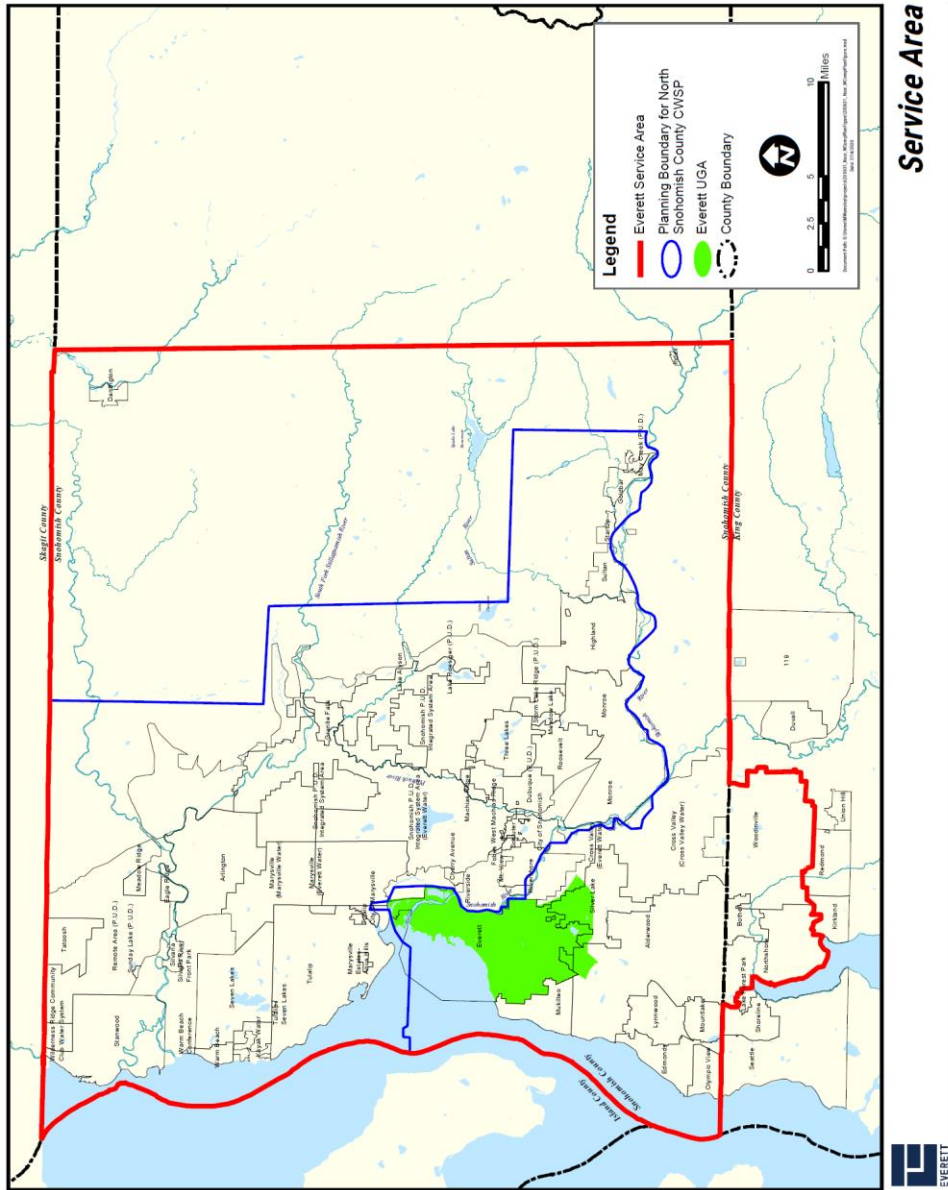


EXHIBIT B

JOA OPERATING PLAN

1. PURPOSE

This Plan establishes the terms and conditions under which Everett and the Participants shall operate their facilities, how flow changes at the point of delivery and Transmission Line operations shall be coordinated, and the conditions under which Everett meters the flow from Everett's Transmission Line at Marysville's point of delivery.

2. RESPONSIBILITIES OF THE CITY OF MARYSVILLE AND THE PUD

A. Marysville shall maintain and repair all its Facilities starting at the point of delivery from Everett's Water Transmission Line No. 3 downstream of Everett's valve and meter.

B. Marysville and the PUD shall provide Everett's operations contact advance oral or written notice of any proposed flow change that will result in a flow change (increase or decrease) as follows:

- 1) For flow changes less than 2 million gallons per day (MGD), no notification is necessary.
- 2) For flow changes equal to or greater than 2 MGD, at least one (1) hour notice, if not previously scheduled.

3. RESPONSIBILITIES OF THE CITY OF EVERETT

A. Everett shall notify Marysville's and the PUD's Operations Contact, as listed in Section 6 of this Plan, at least 24-hours prior to any significant operational changes, construction or shutdown of key Everett facilities that could impact operations of Marysville and the PUD except for an emergency shutdown. Significant operational changes shall include but not be limited to:

- 1) Closure of valves on Everett's Transmission Line No. 3
- 2) Removal from service of either of Everett's clearwells located at Everett's Water Filtration Plant.

B. Everett shall immediately notify Marysville's and the PUD's Operations Contact whenever it experiences or initiates an operational change outside the normal operating parameters of Everett's supply system or Everett's Water Transmission Line No. 3.

C. Everett shall own, maintain, and operate a meter including arranging and paying for calibration and or maintenance by the manufacturer or other acceptable service provider.

D. Everett shall respond to Marysville's and the PUD's flow change notifications by managing flows on Everett's Water Transmission Line No. 3 in a manner that is consistent with the "Everett and JOA Participants Water Supply Contract".

4. SHUTDOWNS

A. For any planned shutdowns that impact Marysville and the PUD, Everett shall:

- 1) Communicate with Marysville's and the PUD's Operations Contact listed in Section 6 about plans that may impact Everett's Water Transmission Line No.3 at least four months in advance to allow for coordination of planned shutdowns.
- 2) Provide written and verbal notice to Marysville's and the PUD's Operations Contact listed in Section 6 at least 30 calendar days prior to the shutdown.
- 3) Strive to avoid planned shutdowns on Fridays through Sundays, and during the period from May 15 to September 15.

B. Everett shall immediately inform Marysville's and the PUD's Operations Contact if an emergency shutdown of Everett's Water Transmission Line No. 3 is necessary.

C. Data Sharing

A. As Everett, Marysville and the PUD mutually agree, each party shall provide the other party their system's digital communications, if requested, as described below:

Status of flow, storage, pumping and power supply.

5. EMERGENCIES

A. Everett shall immediately notify Marysville's and the PUD's Operations Contact listed in section 6 whenever it experiences or initiates an operational change outside the normal operating parameters of Everett's supply system or Everett's Water Transmission Line No. 3. Everett shall inform Marysville's and the PUD's operational contact if it believes that an emergency shutdown is necessary, including any closure of the isolation valve on Everett's Water Transmission Line No. 3.

B. Marysville and the PUD shall be responsible for modifying or shutting down its operations during a shutdown emergency as defined in Section 5.A. above.

C. Whenever Marysville or the PUD believes an emergency shutdown of its operations is necessary, their operational contact shall immediately inform Everett's Operations Contact of the pending emergency shutdown.

D. Marysville and the PUD shall be responsible for contacting Everett's Operations Contact and coordinating the re-start of its operations following any emergency shutdown.

E. Marysville or the PUD shall be responsible for any damage to Everett's Water Transmission Line No. 3 caused by their negligent operation of facilities by Marysville or the PUD. Everett shall be responsible for any damage to the Marysville or the PUD Facilities caused by the negligent operation of Everett's water supply system.

6. OPERATIONS CONTACTS

The following persons shall serve as the points of contact for notification of all changes that impact the operation of Marysville and the PUD facilities or the flow in Everett's Water Transmission Line No. 3 under normal and emergency conditions, and oversight of this Plan:

EVERETT'S OPERATIONS CONTACT:

Senior Operator (for emergency conditions)

Everett Water Filtration Plant 425-257-8200

After Hours: 425-257-8821 or 425-568-6650

For Operations Plan Oversight:

Operations Superintendent

425-257-8967 (office) or 425-210-0103 (mobile)

MARYSVILLE'S OPERATIONS CONTACT:

Water Operations Supervisor

360-363-8163 (office) or 425-754-2597 (mobile)

After hours: Standby, 360-913-2560

For Operations Plan Oversight:

Utility Manager

360-363-8161 (office) or 425-583-9030 (mobile)

PUD'S OPERATIONS CONTACT:

Water Superintendent

425-397-3005 (office) or 425-359-0403 (mobile)

After hours only: 425-879-6735

Main water number: 425-397-3000

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM:	
Sanitary Sewer Comprehensive Plan Update	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	<i>kc</i>
DEPARTMENT:	
Public Works - Utilities	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
40230594.563000 S1902	\$463,330.00
SUMMARY:	

On January 25, 2021, the City advertised a Request for Proposals, asking firms to submit written proposals stating their qualifications to provide engineering services associated with the Sanitary Sewer Comprehensive Plan (SSCP) Update. The City received proposals from two (2) firms and selected RH2 Engineering and Gray & Osborne to participate in an interview selection process. Interviews were conducted on March 15, 2021. Following interviews, the consultant selection committee concluded that RH2 Engineering was the most qualified firm for the project.

Consulting services for the financial portion of a SSCP update typically include preparation of the financial chapter and a cursory review of the sewer utility rates. However, timing of the SSCP update presents an opportunity to expand the scope of work to include completion of an in-depth comprehensive rate study for the City’s water, sewer, and surface water utilities. This work was scheduled to be completed in-house by City financial personnel in 2021, but will instead be completed by the consulting firm.

The attached Professional Services Agreement (PSA) will provide the City with engineering and financial consulting services to prepare an updated SSCP and rate study and evaluation of the ability of the City’s sewer system to meet the needs of existing and projected future customers through the build-out planning period, and the City’s ability to meet the financial needs of the water, sewer, and surface water utilities through the same planning period. It is staff’s opinion that the negotiated fee of \$463,330.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach in order to meet the project schedule. Staff is confident that the City will be well served by RH2 Engineering as it relates to this project.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering, in the amount of \$463,330.00, for engineering services to update the Sanitary Sewer Comprehensive Plan and complete a comprehensive water, sewer, and surface water rate study.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering.</p>
--

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and RH2 Engineering, Inc., a profit corporation licensed in the state of Washington, organized under the laws of the state of Washington, located and doing business at 22722 29th Drive SE, Suite 210, Bothell, WA 98021 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on Notice to Proceed and shall terminate at midnight on December 31, 2022. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Four Hundred Sixty-Three Thousand Three Hundred Thirty Dollars and Zero Cents (\$463,330.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

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

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

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

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

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

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

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

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

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
 Karen Latimer, Utility Manager
 80 Columbia Avenue
 Marysville, WA 98270

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

RH2 ENGINEERING, INC.

Michele Campbell, P.E., Associate Director
22722 29th Drive SE, Suite 210
Bothell, WA 98021

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

RH2 ENGINEERING, INC.

By _____
Richard L. Ballard
Its: Director

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

EXHIBIT A
Scope of Work
City of Marysville
Sanitary Sewer Comprehensive Plan Update
April 2021

Background

The City of Marysville (City) is a municipal corporation that is responsible for providing sanitary sewer service to its service areas within Snohomish County (County). The City provides services to areas within and outside of the City limits.

The City last completed a sewer comprehensive plan in 2011. Since this time, the City has experienced significant development activity and Snohomish County released updated population and employment growth targets. New targets currently are being developed; however, these will not be available for consideration as part of this planning effort. Additionally, the Washington State Department of Ecology (Ecology) will be issuing a nutrient general permit for dischargers to Puget Sound as part of the ongoing Puget Sound Nutrient Reduction Project. The initial iteration of this permit will require the City to increase monitoring of nutrients, optimize its current processes for nutrient removal, and plan for how the City will meet pending limits on total inorganic nitrogen (TIN). The City has already identified and evaluated preliminary alternatives for upgrading its wastewater treatment plant (WWTP) to meet likely TIN limits with the completion of the 2020 *WWTP Improvement Plan*.

This Scope of Work includes tasks necessary to update the City's Sanitary Sewer Comprehensive Plan (SSCP). The SSCP update will evaluate the ability of the City's sewer system to meet the needs of existing and currently projected future customers throughout the build-out planning period. The City has selected RH2 Engineering, Inc., (RH2) to update the SSCP to reflect changes since the 2011 *Sewer Comprehensive Plan* was completed. BHC Consultants, LLC (BHC) will be a subconsultant to RH2 and will be primarily responsible for updating and calibrating the existing hydraulic model of the collection system and using the calibrated model to evaluate the collection system hydraulic capacity and capital improvement program. BHC also will confirm the applicability of the WWTP improvements recommended in the 2020 *WWTP Improvement Plan* based on updated flow and load projections and revise the recommended improvements accordingly.

This Scope of Work also includes tasks to perform a comprehensive rate study for the City's water, sewer, and surface water utilities. The rate study will identify the financial requirements, key policy decisions, and multi-year rate recommendations for each utility. FCS GROUP (FCS) will be a subconsultant to RH2 and will perform these analyses to develop a pricing structure and financial plan that satisfies the long-term obligations of each utility and targets equitable cost recovery from customers conforming to legal constraints, City policies, and community values.

Available resources from previous planning work will be utilized to reduce the level of effort necessary for this SSCP update. Attached as **Exhibit B** is a list of data to be provided by the City prior

to commencement of the activities contained in this Scope of Work. RH2 will use and rely upon the data, information, and materials prepared or provided by the City or others.

Deliverables will be provided in MS Word, PDF, and GIS format as appropriate and requested by the City. *It is assumed all meetings, unless otherwise stated, will be virtual, requiring no travel.*

Task 1 – Project Management, Data Collection, and Agency Coordination

Objective: Manage the project team, files, and records. Monitor the Scope of Work and budget and provide monthly invoices. Coordinate with Ecology throughout the development of the SSCP. Assist the City in collecting data and inventories for the sewer system planning process.

Approach:

- 1.1 Prepare, monitor, and update the project schedule on a monthly basis.
- 1.2 Review work performed for consistency with this Scope of Work, monitor budget, prepare monthly invoices and monthly progress reports, and manage the RH2 team.
- 1.3 Maintain project records and files.
- 1.4 Attend a project kickoff meeting with the City. Prepare meeting agenda and minutes.
- 1.5 Coordinate with City staff during the data collection process.
- 1.6 Review data and maps provided by the City and develop an inventory of the sewer utility for use during the SSCP update.
- 1.7 Coordinate with Ecology to discuss potential future water quality requirements and permit updates.

Assumptions:

- *The City will provide data and maps requested in the **Exhibit B** data request within ten (10) weeks of contract execution.*
- *The City will provide additional investigations and/or video inspections of the sewer system if required.*

RH2 Deliverables:

- Monthly schedule updates.
- Invoices documenting monthly progress of work completed and earned value compared to contract value.
- Attendance at project kickoff meeting with City. Meeting agenda and minutes.
- Compilation and review of data and maps provided by the City.

Task 2 – Land Use and Planning Criteria

Objective: Review planning-related documents and develop population projections to identify their impacts on the City’s sewer system.

Approach:

- 2.1 Prepare a summary of the City’s existing sewer service area.
- 2.2 Prepare and review an inventory of related plans to provide a summary of the impacts or constraints on the sewer system, including the *Snohomish County Comprehensive Plan*, the City’s *Comprehensive Plan*, and the Growth Management Act (GMA).
- 2.3 Identify existing and projected future land use patterns in the City’s sewer service area and their impacts on existing and proposed future facilities.
- 2.4 Identify current and projected future housing and employment trends and household sizes within the City’s service areas based on available information from City staff, as well as County and state population data.
- 2.5 Develop a table of 10-year, 20-year, and build-out population and employment projections for both the City and the sewer service areas that comply with the GMA.
- 2.6 Meet with the City to confirm future land use condition and population and employment projections.
- 2.7 Prepare color figures showing the City’s service area and land use using existing GIS files provided by the City.

RH2 Deliverables:

- Attendance at meeting to confirm future land use designations and population and employment projections.
- Draft Land Use and Planning Criteria chapter and color figures for City review and comment.

Task 3 – Wastewater Flow and Load Analyses

Objective: Develop build-out planning projections for flow and loads. Projections will be used in the analyses of the collection system, lift stations, and WWTP.

Approach:

- 3.1 Evaluate historical wastewater flow rate and load data, system-wide infiltration and inflow (I/I) rates, and peaking factors based on information provided by the City. Historical data will include average dry weather, average annual, maximum month, peak day, and peak hour flows. Typical influent ammonia and total nitrogen values will be used to estimate average annual and maximum month loads if sufficient influent data is not available for these constituents.
- 3.2 Collect and compile available existing data for metered water usage, precipitation, average daily temperatures and wastewater flows for 2019 through 2021 as required to update the previous

evaluation of infiltration and inflow (I/I) based on US Environmental Protection Agency's (EPA) guidelines.

- 3.3 Estimate wastewater flow and loads for the 10-year, 20-year, and build-out projections based on information provided by the City on proposed developments, population and employment growth, and historical per capita wastewater flow rate and load data.
- 3.4 Develop future wastewater flow and load allocations for each sub-basin.
- 3.5 Meet with the City to review calculated flow rates and water quality loading projections.
- 3.6 Prepare a description of the design storm modeling and analysis of the resulting I/I.

Assumptions:

- *The build-out scenario will be based on a developable land use analysis provided by the City.*
- *The City will not expand the urban growth area during the planning period.*
- *Delineation of basins and sub-basins will remain as defined in the 2011 Sewer Comprehensive Plan.*

RH2 Deliverables:

- Attendance at meeting with the City.
- Draft Wastewater Flow and Load Analyses chapter for City review and comment.

Task 4 – Regulations, Policies, and Design Criteria

Objective: Review existing policies and design criteria and recommend, as necessary, changes to these policies so that planned facilities can meet design standards. This will include a summary of the anticipated discharge criteria from Ecology.

Approach:

- 4.1 Review and document current National Pollutant Discharge Elimination System (NPDES) permit, federal, and state regulations. Document existing water quality requirements and known deficiencies. Document potential future criteria.
- 4.2 Review the City's existing policies and ordinances, including the pretreatment City Code, and recommend additional or revised policies and design criteria as necessary so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use Ecology, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements.
- 4.3 Summarize each policy and design criteria.
- 4.4 Review the City's existing construction standards and recommend additional or revised standards, as necessary. Include a copy as an appendix of the SSCP.
- 4.5 Describe the process for responding to requests for new sewer service (individual and group services), including timeframes.

- 4.6 Describe the process for determining if the system's capacity is adequate to provide sewer service requests for new service.
- 4.7 Describe the procedures for granting or requesting extensions of time during a project with a new sewer service request. Describe the procedures for handling disputes and appeals when requests are denied.
- 4.8 Describe exception policies for extensions of sewer service outside of boundaries.

RH2 Deliverables:

- Draft Regulations, Policies, and Design Criteria chapter for City review and comment.

Task 5 – Existing System Description

Objective: Provide a description of each component of the existing sewer system.

Approach:

- 5.1 Prepare a description of the existing collection systems, lift stations, and WWTP. Summarize the operation of the system.
- 5.2 Present the WWTP's performance based on existing design and operating data. Summarize the current capacity and performance of treatment, effluent disposal, sludge handling, and disposal methods.
- 5.3 Provide updated descriptions and figures of the WWTP, including a site plan, schematic diagram, and hydraulic profile.
- 5.4 Visit each facility with City staff to collect field information, observe equipment layouts and existing conditions, and obtain maintenance staff input/complaints regarding the existing sewer system.
- 5.5 Develop color figures showing the City's collection, treatment, and disposal systems using existing GIS files provided by the City.

Assumptions:

- *The level of effort show in the Fee Estimate for this Task assumes that the most recent SSCP contains the information required to complete this Task with limited effort by RH2 to update.*

RH2 Deliverables:

- Draft Existing System Description chapter and figures of existing system components for City review and comment.

Task 6 – Sewer Model Update and Calibration

Objective: Update the current sewer model of the City’s existing sewer system. Evaluate existing collection system deficiencies. This Task will be performed with assistance from BHC and a surveyor as a subconsultant to RH2.

Approach:

- 6.1 Import the City’s existing InfoSewer by Innovyze hydraulic model to InfoSWMM. The existing model includes pipes with diameters of 10 inches and larger. Update the model to include the following:
 - Select 8-inch-diameter pipes using available GIS data.
 - Recent sewer system improvements since 2011 (if not already incorporated into the model) based on maps, record drawings, etc. provided by the City under Task 1.
 - The results of pump drawdown testing performed by the City, if available.
- 6.2 Update allocations within the City’s sub-basins into the model based on any land use and zoning changes, added development since 2011, and updated population and employment targets from the County. For the large users with fixed flow inputs, coordinate with the City as to which, if any, of the fixed flows should be adjusted based on the City’s review of recent water consumption records.
- 6.3 Perform diagnostic model runs to debug the model as necessary and evaluate if the model functionality is reasonable and appropriate. Calibrate sanitary sewer flow based on historical dry weather flow data, using associated collection system flow data, lift station data, and WWTP flow data. Develop, input, and adjust sanitary flow diurnal patterns to achieve sanitary sewer flow calibration.
- 6.4 Based on a review of records, field investigations, and discussions with City maintenance staff, determine if there are areas of the existing sewer system with critical data gaps that require field survey, video inspection, or other investigations.
- 6.5 Perform up to four (4) days of field surveying to gather information on the list of critical items, as deemed necessary. *It is assumed that the field survey will consist of measuring invert and rim/grade elevations at different locations throughout the collection system.* This work will be performed by KPG as a subconsultant to RH2.
- 6.6 Develop the model parameters and inputs necessary to simulate I/I rates based on selected rain events, including the peak rainfall event of record. I/I simulation in the model will be calibrated to available collection system flow meter data, lift station data, and WWTP flow data. I/I will be simulated by inputting rainfall data for the calibration period into the model and adjusting rainfall-dependent parameter values that simulate I/I. Parameter values will be adjusted in an iterative manner until an acceptable peak wet weather flow match with recorded data is achieved. Once a reasonable calibration is achieved for the peak storm event, model validation runs will be conducted for additional storms to check for sufficient model accuracy. Model results also will be validated against areas of known surcharging.

- 6.7 Run the calibrated and validated model to determine collection system deficiencies under current peak flow conditions (design storm). Discuss with the City whether the criteria for deficiency utilized in the 2011 *Sewer Comprehensive Plan* will be retained or modified.
- 6.8 Attend a meeting to review the results of the hydraulic model calibration and deficiencies under current conditions. Discuss and establish criteria for collection system capacity deficiencies and discuss identified areas of concern or question in the current model.

Assumptions:

- *The smaller lift stations not currently included in the hydraulic model and associated force mains will not be added to the hydraulic model or evaluated.*
- *Only select 8-inch gravity sewers will be added to the model as identified in this Task.*

RH2 Deliverables:

- InfoSWMM model for use in analyzing the existing and projected system.
- List of current collection system deficiencies.
- Attendance at meeting with the City.

Task 7 – Sewer Collection System Analyses

Objective: Evaluate the existing collection system and lift stations for projected growth conditions to identify deficiencies and recommend improvements. Assess the overall reliability and vulnerability of the existing system. This Task will be performed by BHC as a subconsultant to RH2.

Approach:

- 7.1 Create future model scenarios for 10 years, 20 years, and build out. For each scenario, update the sub-basin flows based on the sub-basin population, employment, and hydraulic loading projections.
- 7.2 Run hydraulic model simulations for the 10-year, 20-year, and build-out conditions to determine collection system deficiencies under peak flow (design storm) conditions.
- 7.3 Based on deficiencies identified through the hydraulic modeling of the future scenarios, prepare a preliminary list of recommended collection system improvements to address current and future deficiencies. Recommended improvements will consider needs under build-out conditions so that improvements will not need to be upgraded again to accommodate build out.
- 7.4 If there are deficiencies triggered by growth in commercial/industrial areas, test the capacity of the system to determine what extent of growth in the commercial/industrial areas of concern could be accommodated without deficiencies. Up to three (3) different scenarios will be analyzed as follows:
 - One (1) scenario will determine current available hydraulic capacity within a defined commercial area of interest.

- The remaining two (2) scenarios could involve a similar analysis for a different commercial area and/or examining level of improvements needed for different types of developments.

7.5 Attend a meeting to review the identified deficiencies under projected 10-year, 20-year, and build-out conditions. Discuss identified areas of concern and potential improvements.

7.6 Prepare a summary of the model scenarios, analyses, and identified deficiencies. Prepare figures identifying deficiencies for the current, 10-year, 20-year, and build-out conditions.

RH2 Deliverables:

- List of collection system deficiencies under 10-year, 20-year, and build-out conditions.
- Preliminary list of recommended collection system improvements.
- Attendance at meeting with the City.
- Draft Sewer Collection System Analyses chapter for City review and comment.

Task 8 – WWTP Evaluation

Objective: Review the analysis of the WWTP and recommend improvements from the 2020 *WWTP Improvement Plan*. Update planning-level costs for recommended improvements. This Task will be performed with assistance from BHC as a subconsultant to RH2.

Approach:

8.1 Update the process capacity spreadsheet prepared for the 2020 *WWTP Improvement Plan*, which compares operating parameters to typical design values using projected flows and loads for current, 10-year, 20-year, and build-out conditions.

8.2 Review the preliminary sizing of the recommended improvements as documented in the 2020 *WWTP Improvement Plan*. This will include running the BioWin process model for the recommended improvements under the updated flow and load projections to confirm performance with adjusted sizing.

8.3 Update the capital and operation and maintenance (O&M) costs for the recommended improvements based on adjustments to process sizing. In accordance with the Association for the Advancement of Cost Engineering (AACE), costs have an expected accuracy of -30 percent to +50 percent as Class 4 planning-level estimates.

8.4 Identify deficiencies in WWTP capacity prior to the assumed timeline for construction of the improvements recommended in the 2020 *WWTP Improvement Plan*. Identify short-term targeted improvements to increased capacity to address these deficiencies until the recommended improvements are planned to be constructed.

8.5 Prepare a summary of the alternatives and evaluations included in the 2020 *WWTP Improvement Plan*, which will be included as an appendix to the SSCP. This will include discussion of any adjustments to the sizing, layout, and costs of the recommended

improvements. This also will include discussion of identified short-term deficiencies and related improvement recommendations, as well as associated capital costs.

8.6 Attend a meeting to review the adjustments to recommended WWTP improvements and short-term deficiencies and potential associated improvements.

Assumptions:

- *Discussions of water reuse and biosolids management from the 2011 Sewer Comprehensive Plan are still relevant to the current WWTP and will be incorporated into this chapter with minor updates, as required (e.g., information on recent biosolids quality and quantities).*
- *It is assumed that changes in projected flows and loads and subsequent sizing of WWTP-related improvements will not be so large as to necessitate revisiting the evaluation and comparison of alternatives included in the 2020 WWTP Improvement Plan.*
- *This project will not require preparation of an engineering report for approval by Ecology that would serve as the necessary precursor to design of improvements recommended from this Scope of Work.*
- *This project will not include conducting an updated mixing zone study.*
- *This project will not include any permitting preparation other than the State Environmental Policy Act (SEPA) Checklist for the SSCP. This includes, but is not limited to, State Environmental Review Process (SERP), cultural resources survey, biological assessment, and environmental permitting. It is assumed that if these are required for regulatory acceptance or to meet funding application requirements, they will be performed concurrent with or immediately following preparation of an engineering report.*

RH2 Deliverables:

- Updated sizing, layout, and costs for recommended WWTP improvements.
- List of short-term deficiencies, targeted improvements, and associated capital costs.
- Attendance at meeting with the City.
- Draft WWTP Evaluation chapter for City review and comment.

Task 9 – Capital Improvement Plan

Objective: Describe, prioritize, and schedule improvements to address deficiencies identified in the sewer system analyses and WWTP alternatives analyses. Prepare planning-level cost estimates for each project identified. Combine schedule and cost estimates into a Capital Improvement Plan (CIP) for the sewer utility.

Approach:

9.1 Briefly describe sewer collection system and WWTP improvements that have been completed since the last SSCP update.

- 9.2 For the list of proposed sewer pipeline replacements/rehabilitations and WWTP improvements from Tasks 7 and 8, briefly describe the purpose/benefit of the improvements.
- 9.3 Prepare a list of proposed sewer lift station improvements for the existing system based on the results of the existing system and proposed system analyses. Briefly describe the purpose/benefit of the improvements.
- 9.4 Prepare a list of recommended sewer system improvements not related to capacity and briefly describe the purpose/benefit of the improvements.
- 9.5 Perform modeling revisions to the initial recommendations for collection system improvements to provide information on required pipe and pump sizing to meet capacity requirements. *An allocation of up to twelve (12) hours has been assumed for this subtask.*
- 9.6 Review and make recommendations, as necessary, for changes to the City's existing standards for system replacements, rehabilitations, and extensions.
- 9.7 Prepare a planning-level cost estimate for each improvement identified based on current industry prices. In accordance with AACE, costs have an expected accuracy of -30 percent to +50 percent as Class 4 planning-level estimates.
- 9.8 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. *Prioritization and scheduling may consider other scheduled CIPs developed for transportation and other utilities, sewer main video inspection results, and O&M costs for pipe segments.*
- 9.9 Schedule improvements based on the results of the prioritization.
- 9.10 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and the 20-year planning period.
- 9.11 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 9.12 Provide tables documenting the development of the CIP and integrate them within the chapter text.
- 9.13 Prepare color figures of Proposed Sewer System Improvements for the 10-year, 20-year, and build-out planning periods.
- 9.14 Prepare GIS files of the existing system and proposed CIP for transmittal to the City. GIS layers will include a field to indicate flushing status and date for each pipe.
- 9.15 Meet with City staff to discuss the sewer system and WWTP improvements and the proposed schedule of implementation.

RH2 Deliverables:

- Draft CIP chapter, tables, and figures for City review and comment.
- GIS files of the existing system and proposed CIP.
- Attendance at one (1) meeting with City staff.

Task 10 – Operations and Maintenance

Objective: Document the sewer system’s O&M program for use in the SSCP.

Approach:

10.1 Evaluate staffing requirements and document recommendations.

10.2 Obtain the Operations and Maintenance chapter from City staff and incorporate staffing requirements. Review, format, and finalize the chapter for incorporation into the SSCP.

Assumptions:

- *City staff will prepare and provide a draft copy of the operations and maintenance chapter for inclusion into the SSCP. Minor formatting will be provided by RH2.*

RH2 Deliverables:

- Evaluation and recommendations of staffing requirements.
- Incorporation of the City’s existing operations and maintenance program chapter into the SSCP.

Task 11 – Financial Analysis

Objective: Prepare a financial analysis of the existing and projected future sewer utility. This Task will be performed with assistance from FCS as a subconsultant to RH2.

Approach:

11.1 Provide a list of data needs encompassing the necessary financial data to complete the study.

11.2 Review the City’s current fiscal policies for operating and capital reserves, system reinvestment funding, debt management, and debt service coverage and recommend changes if warranted.

11.3 Evaluate capital funding options and develop a capital financing plan for the 10-year and 20-year CIP for the sewer utility, including a forecast of capital funding needs, potential borrowing requirements, and associated cash flows and balances over the study period. Evaluate and recommend an appropriate balance of funding from cash, capital improvement charges, bonds, low interest loans, and/or other available funding sources.

11.4 Forecast ongoing O&M costs based on the current sewer operating budget or prior year actuals. Apply economic forecast factors and engineering planning growth estimates to the operating expenses and revenues.

11.5 Develop an operating cash flow projection for the 10-year and 20-year study period integrating fiscal policies, operating forecast, and capital financing impacts. Compare forecasted financial requirements against forecasted revenue under existing rates to determine annual and cumulative revenue adjustments needed to ensure financial sustainability over time.

11.6 Develop a rate forecast for the 10-year period. Apply annual rate adjustments to the City’s existing rate structures “across-the-board,” meaning each rate class and rate charge (fixed and

variable) will be adjusted equally. Perform an affordability test as an indication of a residential customer's ability to pay the existing and forecasted rates.

11.7 Attend one (1) review meeting with City staff to review assumptions and results of financial analysis and chapter.

11.8 Prepare the draft financial chapter for City staff review. Incorporate changes, as appropriate, into final version of the financial chapter.

11.9 Review the financial chapter prepared by FCS, format the document for consistency with other chapters, and incorporate the financial chapter into the SSCP.

RH2 Deliverables:

- Attendance at meeting with City.
- Draft financial chapter and tables for City review and comment.
- Incorporation of the financial analysis chapter into the SSCP.

Task 12 – Rate Study for Sewer, Water, and Stormwater Utilities

Objective: Prepare a rate study for the sewer, water, and stormwater utilities to be included as an appendix of the SSCP. This Task will be performed with assistance from FCS as a subconsultant to RH2.

Approach:

12.1 Attend an initial project meeting to confirm the goals and objectives of the overall rate study and focus efforts. Meeting will identify project objectives, expectations, and deliverables, and outline the project schedule and key milestones.

12.2 Provide a list of data needs encompassing historical and projected financial, water and sewer use, operational, billing, and planning information.

12.3 Develop a cost of service rate model. Coordinate with the City to determine how the model is intended to be used, what answers need to be generated by the tool, and what user interface will be most effective.

12.4 Perform a revenue requirement analysis of annual cash flow needs by identifying expenses incurred to operate and manage the system, including cost increases resulting from changes in staffing and/or enhanced programs or initiatives, capital repair/replacement needs, existing and potential new debt payment obligations, and fiscal policy achievement. Develop alternative rate strategies to consider operational changes, capital prioritization, and overall asset management funding approaches for long-term capital needs.

12.5 Perform the cost of service analysis (COSA). The COSA will identify the cost to serve each customer classification within the system. Any new customer classifications identified as part of the study process will be evaluated independently for equity.

12.6 Perform a rate design to determine how the target level of revenue will be generated from the fixed and variable charges from each customer class. The rate design will consider both the level

(amount of revenue that must be generated) and structure (how the revenue will be collected, or bill assessed). Coordinate with City staff to determine if any rate structure changes are warranted or if specific policy objectives need to be satisfied.

12.7 Perform a capital improvement charge (CIC) update to reflect existing and future capital costs associated with providing service to new connections as identified in within the City's current water and surface water planning documents and the SSCP that is being drafted. Incorporate the results of the CIC into the revenue requirement, as revenue from these fees will help offset capital costs.

12.8 Attend five (5) project meetings at key milestones with City staff to review key assumptions and outcomes.

- One (1) meeting to review revenue requirement findings and alternatives.
- One (1) meeting to review COSA findings.
- One (1) meeting to review rate design findings and final recommendations.
- One (1) meeting to review CIC recommendations.
- One (1) meeting to review final recommendations and present rate study.

Attend two (2) City Council meetings to discuss the rate study findings and recommendations. Work with the City to determine the best communication strategy, medium, and format to assist with customer education.

12.9 Prepare a draft and final report documenting the rate study process, methodology, key assumptions, results, and recommendations.

RH2 Deliverables:

- Attendance at initial project meeting with City.
- Attendance at five (5) project review meetings and two (2) City Council meetings.
- Communication materials.
- Incorporation of the rate study appendix into the SSCP.

Task 13 – Appendices

Objective: Prepare miscellaneous appendices for inclusion in the SSCP.

Approach:

13.1 Incorporate a SEPA Checklist prepared by the City that discusses the proposed improvements and associated environmental impacts.

13.2 Obtain service area agreements from the City to include in the appendices.

13.3 Obtain copies of new or revised City resolutions/ordinances and include in the appendices.

13.4 Include a copy of the NPDES Waste Discharge Permit.

13.5 Include a copy of City construction standards.

Assumptions:

- *City staff will prepare a SEPA Checklist for this SSCP update.*

RH2 Deliverables:

- SEPA, prepared by the City, incorporated into the SSCP.
- Miscellaneous appendices for inclusion in the SSCP.

Task 14 – Executive Summary and Introduction

Objective: Prepare an executive summary and introduction to describe the key elements of the SSCP.

Approach:

14.1 Identify the purpose of the SSCP and summarize the major system characteristics and significant changes that have occurred since the previous SSCP was completed.

14.2 Briefly describe the key issues in the SSCP for the executive summary, including the following:

- Policies and design criteria.
- Population and wastewater flow and load projections.
- Collection system and WWTP evaluation and deficiencies.
- Recommended improvements.
- Financial status and recommendations.

14.3 Prepare a description of the sewer system ownership and management. Include the contact person and address.

14.4 Prepare an introduction that summarizes the contents of the SSCP.

RH2 Deliverables:

- Draft Executive Summary and Introduction chapters for City review and comment.

Task 15 – Final Plan Review and Submittal

Objective: Prepare a final draft of the SSCP and submit it to Ecology for review.

Approach:

15.1 Develop a cover format that includes the SSCP name and revision date.

15.2 Revise the SSCP per City review comments.

15.3 Perform internal quality assurance and quality control (QA/QC) review on the final draft of the SSCP.

15.4 Bind up to three (3) sets of the SSCP with Professional Engineer stamps and signatures in three-ring binders.

15.5 Create an electronic PDF version of the SSCP with Professional Engineer stamps and signatures.

15.6 Submit the draft SSCP to Ecology for review and comment.

Assumptions:

- *City staff will present the SSCP to the City Council and process adoption of the SSCP by the City Council.*

RH2 Deliverables:

- Up to three (3) sets of the SSCP in three-ring binders for agency review.
- One (1) electronic PDF version of the SSCP for agency review.

Task 16 – Ecology and Agency Review Revisions

Objective: Revise the SSCP per Ecology review comments.

16.1 Modify the cover, title sheet, table of contents, chapters, and figures to reflect the final SSCP.

16.2 Revise the SSCP to address review comments provided by Ecology.

16.3 Prepare a response letter to Ecology to summarize how each comment was addressed and the location of the associated responses in the update to the SSCP.

16.4 Prepare PDFs for the final SSCP document with Professional Engineer stamps and signatures. Produce USBs of the digital SSCP for transmittal to the City.

16.5 Produce copies of the revised SSCP pages with Professional Engineer stamps and signatures for inclusion with the draft SSCP sent to Ecology. Prepare three (3) complete hard copies of the final SSCP for the City. Transmit the final SSCP insertion pages to Ecology.

Assumptions:

- *The number of review comments are difficult to predict and highly variable. An initial allocation of \$12,000 has been included for Task 16 for revisions to the SSCP chapters based on agency review comments. This allocation is based on typical levels of review comments received for SSCP efforts. If an unusual number of comments are received, or the scope of the comments are excessive, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to address the comments.*
- *Ecology acceptance of the SSCP is beyond the control of RH2 and the City, and no date is warranted or implied for Ecology response or SSCP approval.*

RH2 Deliverables:

- USB containing the digital version of the final SSCP.
- Three (3) hard copies of the final SSCP for the City's use.
- Insertion pages for the final SSCP transmitted to the review agencies.

At the completion of the project, a copy of the computer files of the SSCP Word documents, sewer model, and AutoCAD® and GIS figures will be provided to the City.

Project Schedule

It is the goal of all parties that this Scope of Work shall be completed within eighteen (18) months of contract execution, assuming RH2 receives all data within ten (10) weeks of contract execution. The schedule for this project may be modified as mutually agreeable to RH2 and the City.

Potential Future Tasks

The Scope of Work for future phases may include the following at the City's request:

- Addition to the model and evaluation of the smaller lift stations not currently included in the hydraulic model and associated force mains.
- Addition of all 8-inch gravity sewers to the hydraulic model. Only select 8-inch gravity sewers will be added to the model as identified in the Scope of Work herein.
- Condition assessment of existing lift stations.

**City of Marysville
Sanitary Sewer Comprehensive Plan Update
Data to be Provided by the City**

The following list contains the information and data to be provided by the City of Marysville (City) that is needed to update the City’s Sanitary Sewer Comprehensive Plan (SSCP). All available resources from previous planning work will be utilized to minimize the level of effort necessary. The list below is organized according to the Scope of Work activities. The engineering fee estimate for the project is based on this information being provided in whole prior to the commencement of the SSCP Update for the high priority items. RH2 is entitled to rely upon the accuracy and completeness of any data information or materials provided by the City or others in relation to this work.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
Task 2 – Land Use and Planning Criteria			
1. Copy of the City’s Comprehensive (Land Use) Plan.	H		
2. Summary of City’s efforts and involvement in regional sewer system planning.	L		
3. Identify on a map the areas where and how much growth is expected to occur.	M		
4. List of planned developments. Provide name of development, type of development, number of units, and development schedule.	M		
5. Sub-basin population, employment, and hydraulic loading allocations.	H		
6. A copy of map or AutoCAD/GIS file showing City’s existing and future sanitary sewer service area boundaries.	H		
7. Copy of GIS file showing existing and future land use.	H		
Task 3 – Wastewater Flow and Load Analyses			
1. Sludge disposal information for 2015 through 2021, including frequency of sludge disposal, method of disposal, and sludge quantities.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. Monthly wastewater monitoring records for the treatment facility influent and effluent (2015 through 2021). Include BOD, TSS, ammonia, total nitrogen, pH, chlorine residual and fecal coliform levels (if available).	H		
3. Flow meter records for flow entering and exiting the treatment facility (2015 through 2021).	H		
4. Wastewater flow records from available system meters (i.e., lift station and industrial users) for 2015 through 2021.	H		
5. Flow meter data for commercial or industrial users for the sewer collection system. Water data will suffice. Summer and winter data are needed (2015 through 2021).	H		
6. City's sewer connection data, including residential, multi-family, commercial, and industrial users.	H		
7. Provide letters from the Department of Ecology or other agencies related to any wastewater system violations since the completion of the previous SSCP.	H		
Task 4 – Regulations, Policies, and Design Criteria			
1. A copy of the City's sanitary sewer construction standards and details.	H		
2. A copy of sanitary sewer policies and design criteria.	H		
Task 5 – Existing System Description			
1. Lift station data that includes lift station name, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number, and impeller diameter), motor horsepower, wet well size, condition of materials, normal pumping rate (field measured), run time data, and description of operation and control.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. Telemetry and supervisory control information that includes the manufacturer and year of telemetry system; type of communications link (radio or phone); facilities monitored at master telemetry unit; and facilities with remote telemetry units.	H		
3. Copy of current National Pollutant Discharge Elimination System (NPDES) Permit.	H		
4. System collection information that includes force mains (locations, size, length, age, and material) and conveyance pipes/structures (manhole locations and sizes, pipe locations, invert elevations, sizes, age, and materials). Data can be AutoCAD or GIS.	H		
5. A copy of map or AutoCAD/GIS file of drainage basins.	H		
Task 6 – Sewer Model Update and Calibration			
1. Copy of City’s existing sewer model.	H		
2. Copy of GIS files of the City’s existing sewer system.	H		
3. As-builts for recent sewer system improvements not contained in the existing sewer model.	H		
4. Provide as-built information for each lift station. Include if the lift station has a generator or emergency power supply connection.	H		
5. Provide results of pump drawdown testing for each lift station.	H		
6. Provide current setpoints for pump on and off levels for the lift stations and extreme operating conditions.	H		
Task 7 – Sewer Collection System Analyses			
1. List of known sanitary sewer system deficiencies and unsuitable pipe materials that were not identified in the previous SSCP.	H		
2. List of known lift station deficiencies and excessive maintenance requirements that were not identified in the previous SSCP.	H		
Task 9 – Capital Improvement Plan			
1. List of sewer collection system and WWTP projects completed since the previous SSCP. List can be descriptive or map based.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. List of planned and desired sewer collection system and WWTP improvements not contained in previous SSCP.	M		
3. Provide bid tabulations from sewer system projects completed during the past five (5) years.	M		
4. Copy of AutoCAD/GIS files with information the City desires to use for prioritizing collection system improvements, such as other scheduled CIPs developed for transportation and other utilities, sewer main video inspection results, and O&M costs for pipe segments.	M		
5. Costs of recurring CIP items.	M		
Task 10 – Operations and Maintenance			
1. Copy of Operations and Maintenance chapter for inclusion in the SSCP.	M	To be provided at a later date.	
2. Copy of standard maintenance logs and forms used by the sewer department.	M		
3. Staffing time for preventative maintenance of facilities and equipment. Staffing time for collection system operational tasks (smoke testing, video inspection, cleaning, etc.).	M		
Task 11 – Financial Analysis			
1. Copy of Financial Analysis chapter for inclusion in the SSCP.	L	To be provided at a later date.	
Task 12 – Rate Study for Sewer, Water, and Stormwater Utilities			
1. Copy of Rate Study for inclusion in the SSCP.	L	To be provided at a later date.	
Task 13 – Appendices			
1. Copy of State Environmental Policy Act (SEPA) Checklist for inclusion in the SSCP.	L	To be provided at a later date.	
2. Copy of current service area agreements.	L		
3. Copy of any new or revised City resolution or ordinances.	L		

EXHIBIT C**Fee Estimate****City of Marysville****Sanitary Sewer Comprehensive Plan Update****Apr-21**

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management, Data Collection and Agency Coordination	131	\$ 26,143	\$ 5,203	\$ 1,068	\$ 32,414
Task 2 Land Use and Planning Criteria	76	\$ 13,488	\$ -	\$ 1,397	\$ 14,885
Task 3 Wastewater Flow and Load Analyses	85	\$ 15,234	\$ 1,694	\$ 740	\$ 17,668
Task 4 Regulations, Policies, and Design Criteria	26	\$ 5,086	\$ -	\$ 129	\$ 5,215
Task 5 Existing System Description	68	\$ 12,135	\$ 6,369	\$ 869	\$ 19,373
Task 6 Sewer Model Update and Calibration	13	\$ 2,680	\$ 76,270	\$ 69	\$ 79,019
Task 7 Sewer Collection System Analyses	17	\$ 3,295	\$ 47,588	\$ 97	\$ 50,980
Task 8 WWTP Evaluation	51	\$ 11,743	\$ 27,799	\$ 295	\$ 39,837
Task 9 Capital Improvement Plan	141	\$ 24,558	\$ 4,312	\$ 2,413	\$ 31,283
Task 10 Operations and Maintenance	13	\$ 2,199	\$ -	\$ 57	\$ 2,256
Task 11 Financial Analysis	8	\$ 1,514	\$ 18,530	\$ 40	\$ 20,083
Task 12 Rate Study for Sewer, Water, and Stormwater Utilities	42	\$ 8,434	\$ 100,023	\$ 211	\$ 108,668
Task 13 Appendices	8	\$ 1,205	\$ -	\$ 32	\$ 1,237
Task 14 Executive Summary and Introduction	17	\$ 2,934	\$ -	\$ 75	\$ 3,009
Task 15 Final Plan Review and Submittal	79	\$ 13,712	\$ 9,020	\$ 2,671	\$ 25,403
Task 16 Ecology and Agency Review Revisions	41	\$ 6,678	\$ 3,806	\$ 1,516	\$ 12,000
PROJECT TOTAL	816	\$ 151,038	\$ 300,614	\$ 11,678	\$ 463,330

EXHIBIT D		
RH2 ENGINEERING, INC.		
2021 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$151	\$/hr
Professional II	\$166	\$/hr
Professional III	\$182	\$/hr
Professional IV	\$196	\$/hr
Professional V	\$211	\$/hr
Professional VI	\$224	\$/hr
Professional VII	\$240	\$/hr
Professional VIII	\$250	\$/hr
Professional IX	\$250	\$/hr
Control Specialist I	\$137	\$/hr
Control Specialist II	\$149	\$/hr
Control Specialist III	\$164	\$/hr
Control Specialist IV	\$178	\$/hr
Control Specialist V	\$189	\$/hr
Control Specialist VI	\$203	\$/hr
Control Specialist VII	\$218	\$/hr
Control Specialist VIII	\$227	\$/hr
Technician I	\$115	\$/hr
Technician II	\$125	\$/hr
Technician III	\$142	\$/hr
Technician IV	\$153	\$/hr
Technician V	\$167	\$/hr
Technician VI	\$183	\$/hr
Technician VII	\$198	\$/hr
Technician VIII	\$209	\$/hr
Administrative I	\$75	\$/hr
Administrative II	\$88	\$/hr
Administrative III	\$106	\$/hr
Administrative IV	\$125	\$/hr
Administrative V	\$143	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.560	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Index #8

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

CITY COUNCIL MEETING DATE: 5/10/21

AGENDA ITEM:	
Agreement with City of Lake Stevens Regarding Sewers	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City of Lake Stevens adopted an ordinance to assume the jurisdiction and responsibilities of the Lake Stevens Sewer District. The District files a lawsuit and obtained a preliminary injunction enjoining the ordinance from taking effect until the court has ruled on the merits of the case.

The District currently bills 27 accounts located within Marysville and owns the sewer pipes and easements in two (and possibly three) plats located in Marysville (including the 27 accounts). All the sewage from these plats is conveyed and treated by Marysville.

In the event the City of Lake Stevens prevails in the litigation and assumes the responsibilities and assets of the District, Marysville wishes to obtain clear title to all the pipes and easements that may be owned by the District. To that end, an agreement was drafted that would effect that conveyance upon the City of Lake Stevens assuming the District. Because Lake Stevens could not assume operation of sewers within the city limits of another city, Marysville would agree to Lake Stevens doing so in exchange to conveying the pipes and easements to Marysville at which time the City of Lake Stevens would have no further obligation or involvement with those assets or the 27 accounts.

The Lake Stevens City Council has approved the agreement and its mayor has signed the agreement.

<p>RECOMMENDED ACTION: Staff recommends Council consider authorizing the Mayor to sign the agreement with the City of Lake Stevens</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign the Agreement Between the City of Marysville and the City of Lake Stevens and Conveyance Of Sewage Collection Systems to the City Of Marysville</p>

**AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF LAKE
STEVENS AND CONVEYANCE OF SEWAGE COLLECTION SYSTEMS TO THE CITY OF
MARYSVILLE**

WHEREAS, Marysville and the Lake Stevens Sewer District (District) executed an interlocal agreement in regard to the provision of sewer services in an area within the City of Marysville, identifying it as the "overlap are" and the Plat of Ridgewood; and

WHEREAS, this agreement is attached as Exhibit A; and

WHEREAS, in accordance with this agreement Marysville has connected all of these customers to its conveyance system so that Marysville now conveys and treats all the sewage from these customers; and

WHEREAS, when the plats identified in the exhibits were built, some or all of the sewer collection systems were conveyed to the District; and

WHEREAS, the City of Lake Stevens has notified the District of its intention to assume management and control of the District; and

WHEREAS, although Marysville has no preference between the City of Lake Stevens and the District on issue of the assumption of management and control of the District, Marysville is willing to grant the City of Lake Stevens its approval under RCW 35.13A.060 to assume responsibility for operation and maintenance of the District's property, facilities and equipment within Marysville upon the City of Lake Stevens assumption of the jurisdiction for the District's responsibilities, property facilities, and equipment in return for and in consideration of the promises by the City of Lake Stevens made in this Agreement; and

WHEREAS, the parties agree that the collection systems identified in the exhibits and the sewer easements in which they are contained should be conveyed to Marysville and that Marysville should be solely responsible for the collection, conveyance, and treatment of sewage from these customers and should be responsible to bill them for services; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The recitals are incorporated into this agreement.

Marysville in consideration for the promises of the City of Lake Stevens set forth below, hereby grants the City of Lake Stevens approval under RCW 35.13A.060 to assume responsibility for the operation and maintenance of the District's property, facilities and equipment within Marysville upon the City of Lake Stevens's assumption of jurisdiction of the District's responsibilities, property, facilities and equipment.

If the City of Lake Stevens assumes management and control of the District it will convey the sewage collection systems and sewer easements in the plats identified in Exhibits B, C, and D, to the City of Marysville and that Marysville shall upon the conveyance be solely responsible for the maintenance of those systems and collection, conveyance, and treatment of sewage generated on the parcels identified in Exhibits B, C, and D and for billing the accounts served.

If the City of Lake Stevens assumes management and control of the District the City Lake Stevens will not have any further ownership interest in the collection systems and will not have any further responsibility to provide sewer service to the areas in Exhibits B, C, and D by this conveyance. Further, the parties agree that the agreement attached as Exhibit A should be terminated upon execution of this agreement and conveyance.

This agreement made under the authority of RCW 35.13A.070 is a contract to convey the identified sewer systems and easements to the City of Marysville provided the above conditions are met. If the City of Lake Stevens does not assume jurisdiction of the District's responsibilities, property, facilities and equipment, this agreement will have no further effect and will not in any way affect any agreements between the City of Marysville and the District.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

By _____
Jon Nehring, Mayor

By _____
Brett Gailey, Mayor

DATE: _____

DATE: 20 April 2021

Attest:

Tina Brock, Deputy City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Jon Walker, City Attorney

Greg Rubstello, City Attorney

EXHIBIT A

**SEWAGE DISPOSAL AGREEMENT
BETWEEN LAKE STEVENS SEWER DISTRICT
AND CITY OF MARYSVILLE**

THIS AGREEMENT is entered into this 22nd day of April, 1999 by and between the LAKE STEVENS SEWER DISTRICT, a municipal corporation of the State of Washington (the "District"), and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (the "City"). This agreement is entered into in accordance with Chapter 35.13A RCW and Chapter 57 RCW.

I. RECITALS

A. The District has constructed, owns and operates a sanitary sewage collection system, sewage trunk lines, sewage pump stations, sewage force mains, sewage treatment facilities and sewage outfall line. These facilities provide sanitary sewer service and sewage treatment to areas within the District.

B. The City is in the process of constructing a sewage collection system, sewage trunk lines, sewage pumping stations and sewage force mains to serve the area within its urban growth boundary.

C. There is an area within the City's Urban Growth Boundary and the City and District Comprehensive Sewer Planning Boundaries which shall be referred to as the "overlap" area, within which both the City and the District are capable of providing sanitary sewer service. The overlap area is depicted on Exhibit A, which is attached hereto and incorporated by this reference.

D. It is the intent of the parties to this agreement to resolve the dispute relating to the provision of sewer service to the "overlap" area depicted on Exhibit A and to provide an equitable formula for dividing the costs of maintaining and operating those portions of the District's system of sewers which benefit both parties.

II. TEMPORARY SEWER CONVEYANCE AND TREATMENT BY DISTRICT

A. The District agrees to provide for the temporary treatment of domestic sewage on behalf of the City of Marysville within that portion of the "overlap" area depicted on Exhibit A which is within the City's urban growth boundary. Such service

shall continue to be served by the District until such time as the City's own sewage collection system is available to convey such sewage to the City's wastewater treatment plant.

B. For the conveyance and treatment of the City's sewage under this Agreement, the District agrees to bill the City at the same rate per unit as it does other single-family residential sewer customers within the District. The City shall pay the District within thirty (30) days of receipt of its billing. The City shall pay on late payments a penalty of ten percent (10%) of the delinquent amount and, in addition, from the date of delinquency there shall be charged interest at the rate of eight percent (8%) per annum on the delinquency charges and penalty added thereto.

C. The construction or extension of any sewage lines or collection facilities and/or appurtenances shall be in accordance with the development standards of the City.

D. The City shall review all proposals for developer extension of sewer lines within that part of the overlap area which is within the City's urban growth boundary and the District will be provided with a copy of such proposals for courtesy review and comment.

III. CITY OBLIGATIONS

A. The City shall be responsible for billing all sewer utility customers within that part of the overlap area which is within the City's urban growth boundary. The City shall bill said customers in accordance with the sewer rates as established by the City. All customers shall be required to apply for utility service on the contractual forms provided by the City and shall be subject to the rules, policies and regulations for utility service as established pursuant to City ordinance.

B. The City shall operate and maintain that portion of the sewage system that is within the City's urban growth boundary and within the overlap area in accordance with customary engineering standards of practice and in conformity with standards established by the Washington State Department of Ecology, the Washington State Department of Health, the United States Environmental Protection Agency, and other applicable standards.

C. The City agrees to meet, consult and work cooperatively with any property owner or owners who wish to petition for the formation of a ULID for sewer utility service within the overlap area.

D. The City and the District will cooperate to identify a location for a proper connection point that will enable the sewage within the City's urban growth boundary to be collected and transferred to Marysville's collection system at such time as said system is constructed and available for use.

E. Until such time as flows from the City's collection system within the overlap area are diverted from the District, the City shall charge its overlap customers all sewer connection fees as established by City ordinance. Within 30 days of a customer connection to its collection system within the overlap area, the City agrees to remit to the District, per unit capital improvement fees at the applicable rates in then effect by the District. The District agrees to keep the City informed as to current capital improvement fees, provide all copies relating thereto, and a 30-day notification of any District hearing in which changes would be considered.

IV. OTHER AGREEMENTS

A. That area known as the Plat of Ridgewood shall not be subject to this agreement, and the District shall continue to own, maintain and have full authority and jurisdiction over the sewer collection system contained therein.

B. The parties agree to amend their sewer comprehensive plans consistent with the terms of this agreement and shall specifically delete that portion of the City's urban growth boundary that is within the overlap area from the District's comprehensive planning area. In turn, the City shall withdraw its current SEPA appeal as set forth in the letter dated September 17, 1998.

C. In the event of a District-wide or area-wide moratorium affecting the **Exhibit A** area, the District shall not take action that would result in the discontinuance of service to customers within such area. Sewer connections that have been applied for or which are in process shall be honored upon payment of the connection fee. The District agrees to notify the City in writing at such time its wastewater treatment plant or applicable trunkage capacity reaches 85%. In such cases, the City will provide the District with notification of all development requests and/or applications for sewer service so that it may have an opportunity to review, prior to approval.

D. The City and the District each retain their rights to issue bonds and other obligations in accordance with applicable law, but neither party shall act in such a manner as to impair the rights of the holders or owners of bonds issued by the other.

E. The parties agree that any and all claims, disputes, differences and misunderstandings concerning this contract and its interpretation which may arise between the parties shall be determined and settled by binding arbitration. In the event the parties are unable to agree upon an arbitrator, each party shall designate an arbitrator, and the two arbitrators so chosen shall select a third arbitrator. The Rules of Mandatory Arbitration for Snohomish County Superior Court shall control. In the event of arbitration, the decision of the arbitrators shall be final and binding upon the parties. Arbitration expenses shall be shared equally by the parties.

F. This contract shall not be assigned by either party without the written consent of the other.

G. This contract may be mutually amended in writing by the parties.

H. This contract amends and replaces all prior agreements between the parties. It shall be binding upon the parties and upon their successors in interest indefinitely and until such time as the parties by mutual agreement terminate the same.

CITY OF MARYSVILLE

By David Wynn MAYOR

ATTEST

By Ray Stevens CITY CLERK

Approved as to form:

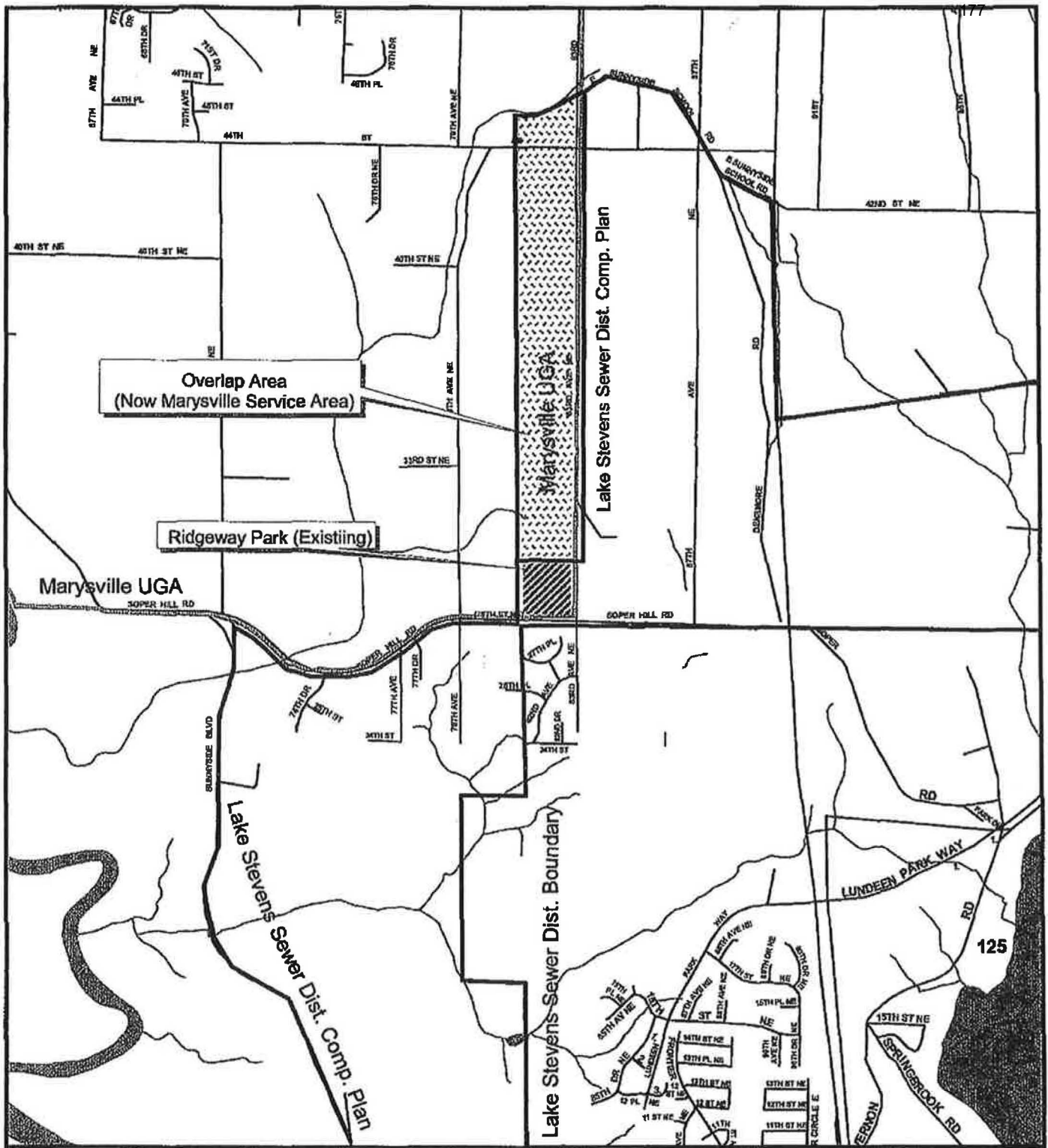
By Grant K. Weed CITY ATTORNEY

LAKE STEVENS SEWER DISTRICT

By [Signature] Commissioner
By Jack B. Hatton Commissioner
By [Signature] Commissioner

Approved as to form:

By [Signature] ATTORNEY FOR THE DISTRICT



**Sewage Disposal Agreement
Between Lake Stevens Sewer
District and City of Marysville**




-  Marysville UGA
-  Lake Stevens Sewer Dist. Comp. Plan
-  Lake Stevens Sewer Dist. Boundary

Exhibit A

EXHIBIT B

PLANNED RESIDENTIAL DEVELOPMENT OF RIDGEWOOD PARK

AN ALTERATION OF TRACTS 30B AND 315, SUNNYSIDE FIVE ACRE TRACTS SE1/4, SE1/4, SEC 2, TWP 29 N, RGE 5 E, W.M. SNOHOMISH COUNTY, WASHINGTON

ZA 9405092

BASIS OF BEARINGS

N 89°47'45"E, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, T. 29 N., R. 5 E., W.M. AS SHOWN ON THE PLAT OF SOPERWOOD, VOL. 58 OF PLATS, PAGE 124 THROUGH 127, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10.00 FEET, UNLESS SHOWN OTHERWISE, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS, IN WHICH TO INSTALL, LAY, CONSTRUCT, REPAIR, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES AND PRIVATE STORM YARD DRAINAGE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENTS.
2. SANITARY SEWER EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO LAKE STEVENS SEWER DISTRICT, WITH THE RIGHT OF INGRESS, EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD A SANITARY SEWER CONVEYANCE SYSTEM UNDER, UPON OR THROUGH THOSE LOTS AS SHOWN.
3. EASEMENTS RESERVED FOR AND GRANTED TO LAKE STEVENS SEWER DISTRICT SHALL BE FREE FROM ALL STRUCTURES, SUCH AS COVERED PARKING DECKS, OVERHANGS, SHEDS, ETC.
4. PRIVATE LOT DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT OF ADJACENT LOT OWNERS IN THIS PLAT ONLY.
5. OVERLYING EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY FOR INGRESS AND EGRESS TO ALL DRAINAGE FACILITIES (DETENTION AND CONVEYANCE) IN ORDER TO OPERATE TO DRAINAGE FACILITIES IN ORDER TO PROTECT THE HEALTH AND WELFARE OF THE PUBLIC FOR EMERGENCY PURPOSES ONLY. ALL LOT OWNERS IN COMMON SHALL RETAIN OWNERSHIP OF THE DETENTION SYSTEM, AS WELL AS THE RESPONSIBILITY OF MAINTENANCE, IN ADDITION TO EASEMENTS SHOWN ON THE FACE OF THE PLAT. TRACT 998 IS HEREBY RESERVED FOR DRAINAGE FACILITIES.
6. THE COUNTY SHALL HAVE RIGHTS AS OUTLINED ABOVE, BUT ALL LOT OWNERS IN COMMON SHALL SHARE EQUALLY THE DIRECT AND INDIRECT RESPONSIBILITY FOR MAINTENANCE OF THAT PORTION OF THE DRAINAGE SYSTEM LYING OUTSIDE OF PUBLIC RIGHT-OF-WAY.
7. ANY CONSTRUCTION, FILL OR RELATED MATERIALS TO BE PLACED WITHIN OR AFFECTING SAID DRAINAGE EASEMENTS MUST FIRST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, OR IT SHALL BE REMOVED AT THE EXPENSE OF THE LOT OWNER OF RECORD.

SURVEY NOTES

1. THE SECTION SUBDIVISION FOR THIS SECTION IS BASED ON THE RECORD OF SURVEY BY R.L. MCDUFFY & ASSOCIATES, INC. AS FILED IN VOLUME 39 OF SURVEYS PAGE 13.
2. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 86327 DATED JULY 26, 1998. IN PREPARING THIS MAP, DODDS ENGINEERS, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS DODDS ENGINEERS, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN COMMITMENT. DODDS ENGINEERS, INC. HAS RELIED WHOLLY ON FIRST AMERICAN'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE DEEMED QUALIFIED THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
3. AREA OF SITE = 392,335± SQUARE FEET (8.777± ACRES)
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A LEITZ SETAC COMBINED ELECTRONIC 5 SECOND THEODOLITE AND INTEGRAL DISTANCE MEASURING METER WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIP BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OF EXCEEDED THOSE SPECIFIED IN WAC332-130-909. DISTANCE MEASURING EQUIPMENT HAS BEEN CALIBRATED AT AN N.G.S. BASELINE WITHIN THE LAST YEAR.
6. ALL MONUMENTS SHOWN AS FOUND WERE FIELD VISITED THE WEEK OF FEBRUARY 20, 1995.

REFERENCES

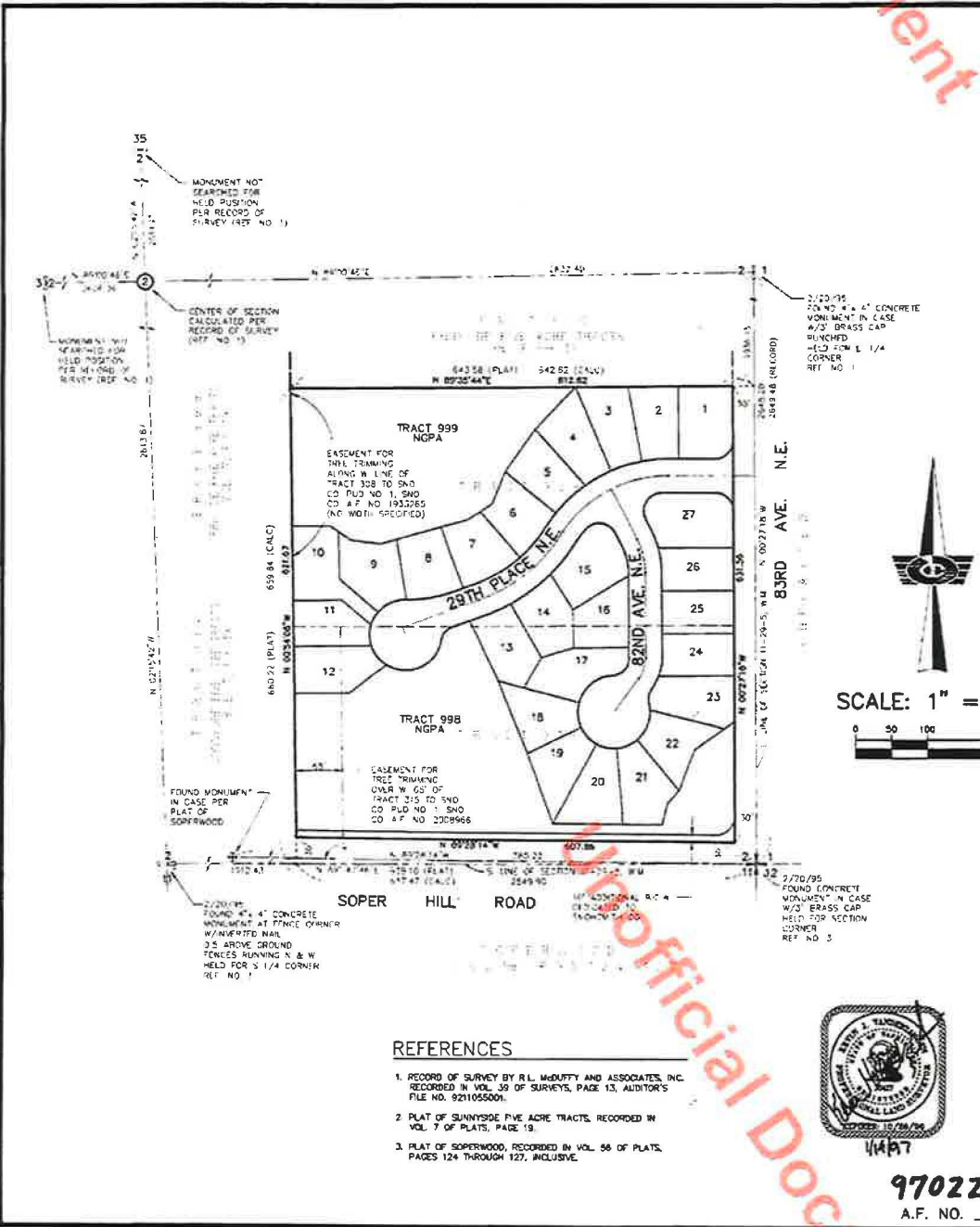
1. RECORD OF SURVEY BY R.L. MCDUFFY AND ASSOCIATES, INC. RECORDED IN VOL. 39 OF SURVEYS, PAGE 13, AUDITOR'S FILE NO. 9211055001.
2. PLAT OF SUNNYSIDE FIVE ACRE TRACTS, RECORDED IN VOL. 7 OF PLATS, PAGE 19.
3. PLAT OF SOPERWOOD, RECORDED IN VOL. 58 OF PLATS, PAGES 124 THROUGH 127, INCLUSIVE.



9702265005
A.F. NO. _____



DODDS ENGINEERS, INC.
4305-148TH AVE. N.E., SUITE 200, BELLEVUE WA 98007, (206) 585-7671
JOB NO. 93065



Official Document

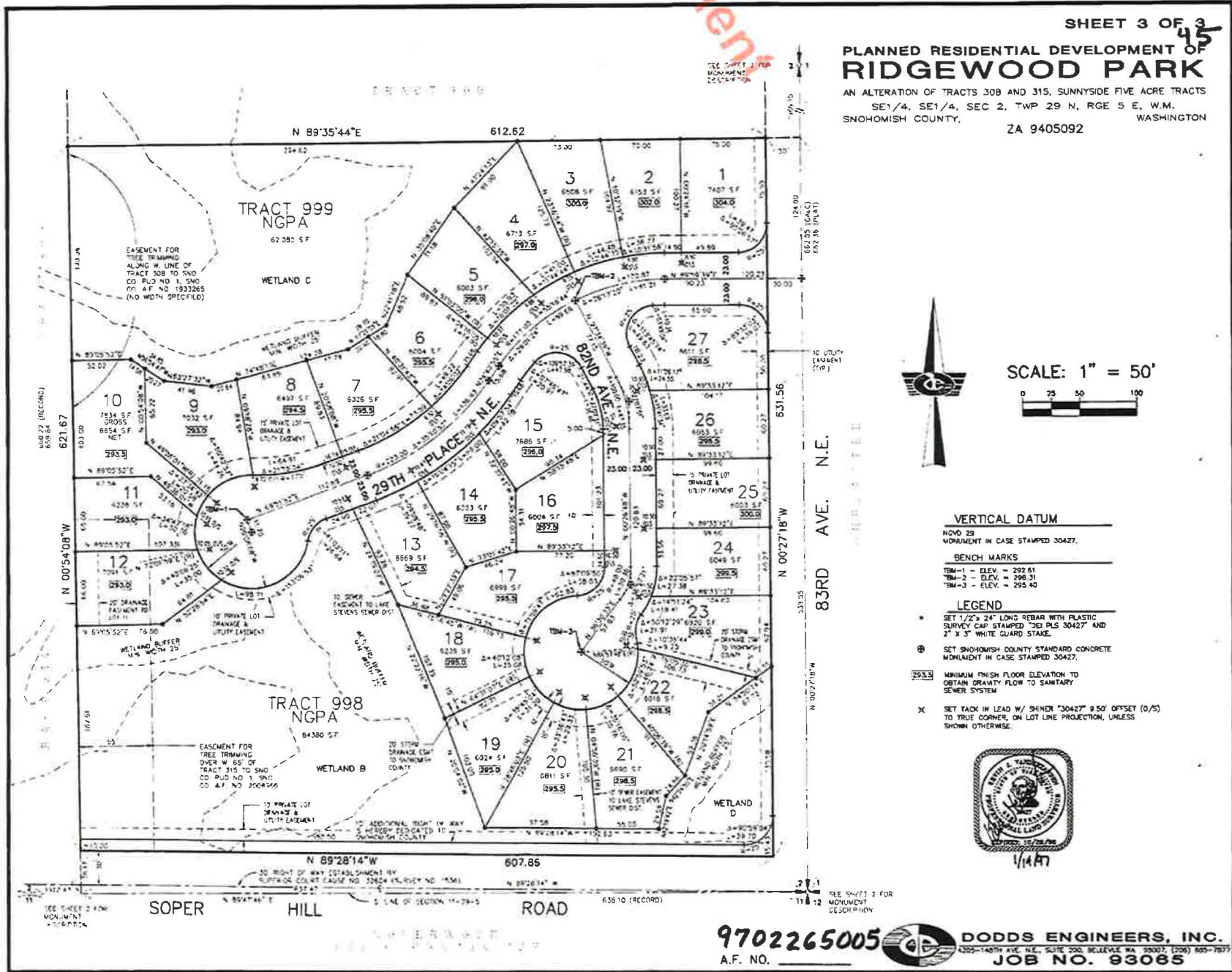


EXHIBIT C

199907075008

SHEET 1 OF 3

RIDGEWOOD PARK DIV. II

AN ALTERATION OF TRACT 300, SUNNY SIDE FIVE ACRE TRACTS
SE1/4, SE1/4, SEC 2, TWP 29 N, RGE 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON
PFN 97-107418 SD

LEGAL DESCRIPTION

TRACT 300 OF SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RESTRICTIONS

- NO FURTHER SUBDIVISION OF ANY LOT WILL BE ALLOWED WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.
- NO DIRECT ACCESS FROM LOTS 1 OR 11 IN THIS SUBDIVISION SHALL BE PERMITTED TO 83RD AVENUE N.E. ALL LOTS, EXCEPT LOT 10, SHALL TAKE VEHICULAR ACCESS FROM INTERIOR PLAT ROADS.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19 OF THE SNOHOMISH COUNTY CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH SAID CODE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
- S.C.C. TITLE 29C REQUIRES THE PER LOT FEE PAYMENT IN THE AMOUNT OF \$2,370.00 FOR EACH NEWLY DEVELOPABLE LOT FOR MITIGATION OF IMPACTS ON THE LAKE STEVENS SCHOOL DISTRICT. THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN.
- S.C.C. TITLE 29A REQUIRES THE PER LOT FEE PAYMENT IN THE AMOUNT OF \$1,237.00 FOR EACH NEWLY DEVELOPABLE LOT FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DISTRICT B. THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OF THE LOTS THEREIN.
- NATIVE GROWTH PROTECTION AREA (NGPA) IS TO BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SEC 32.10.110 (29) (a), (c), and (d), ARE ALLOWED WHEN APPROVED BY THE COUNTY.
- LOTS 1 THROUGH 11 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED IMPERVIOUS SURFACES AND GRANS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF ORDINANCE NO. 95-055 GRANTING A UTILITY FRANCHISE TO LAKE STEVENS SENIOR DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9802290317.
- THIS SITE IS SUBJECT TO A COSTS OF AMERXATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN DOUGLAS FIRM AND LAKE STEVENS SENIOR DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9708130482.
- THIS SITE IS SUBJECT TO A SENIOR SERVICES AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN LAKE STEVENS SENIOR DISTRICT AND DOUGLAS FIRM AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9804160253.
- THIS SITE IS SUBJECT TO A DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN DOUGLAS FIRM AND LAKE STEVENS SENIOR DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9802290448.
- THIS SITE IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS, AND PROMISSORS CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT OF SUNNY SIDE FIVE ACRE TRACTS AS RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AFN # 199907075005

SE1/4, SE1/4, SECTION 2, TWP. 29 N., RGE. 5 E., W.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BELMARK INDUSTRIES, INC., A WASHINGTON CORPORATION, THE UNDERSIGNED DRIVES IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND CITY BANK, THE MORTGAGEE THEREOF, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, DRIVES, AVENUES, PLACES AND OTHER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS, TRACTS ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREIN. ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS, TRACT OR TRACTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED BY THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS AND TRAILS SHOWN HEREIN, NO DRAINAGE WATER ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING THEREOF ACROSS ANY LOT, AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF THE SAID OWNER.

THAT SAID DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO FORFEIT A RIGHT OF DIRECT ACCESS TO 83RD AVENUE N.E. FROM LOTS 1 AND 11, NOR SHALL THE COUNTY OF SNOHOMISH OR ANY OTHER LOCAL GOVERNMENTAL AGENCY WITHIN WHICH THE PROPERTY IS OR MAY BECOME LOCATED THERE BE REQUIRED TO DRAKE A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OR APPROACH TO SAID STREET FROM SAID LOTS.

TRACT 808, A STORM DRAINAGE TRACT, AND TRACT 809, AN WOPA TRACT, ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE OBLIGATIONS TO LOTS 1 THROUGH 11 WITH AN EQUAL AND UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT TOGETHER WITH ALL EVIDENT MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. THESE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INDEPARABLE FROM EACH LOT.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS 27 DAY OF JUNE, 1999.

BELMARK INDUSTRIES, INC. CITY BANK
A WASHINGTON CORPORATION

Antonio Salas
BY: ANTONIO SALAS, President
BY: MICHAEL B. MARTIN, JR.
ITS CITY BANK REPRESENTATIVE LEASE

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF Snohomish }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BRUCE MOONSHON IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT, AS THE PRESIDENT OF BELMARK INDUSTRIES, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 20 1999

Arthur A. Beauclerk
Arthur A. Beauclerk
NOTARY NAME TO BE PRINTED

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT 1908 1/2 1st MY COMMISSION EXPIRES 5/1/2001

STATE OF WASHINGTON
COUNTY OF Snohomish

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Michelle Martin IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT, AS THE CITY BANK REPRESENTATIVE LEASE, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED JUNE 27 1999

Michelle Martin
Michelle Martin
(NOTARY NAME TO BE PRINTED)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT 1908 1/2 1st MY COMMISSION EXPIRES 7/1/2001

A.F. NO.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF RIDGEWOOD PARK DIV. II IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5, EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT, BLOCK AND TRACT CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND; THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

Kevin L. VandenKamden WELSON
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 30427
STATE OF WASHINGTON



APPROVALS

EXAMINED AND APPROVED THIS 26 DAY OF JUNE, 1999
William J. Sauer
SNOHOMISH COUNTY ENGINEER

EXAMINED AND APPROVED THIS 15 DAY OF JULY, 1999
Al Deard
SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES DIRECTOR

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 23 DAY OF July, 1999
Shawn Hill
COUNTY COUNCIL CHAIRPERSON
SNOHOMISH COUNTY, WASHINGTON

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING USE & TAXES.

Bob Hamilton
TREASURER, SNOHOMISH COUNTY

Kenneth A. Wheeler
DEPUTY TREASURER, SNOHOMISH COUNTY
June 24, 1999

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BELMARK INDUSTRIES, INC. THIS 27th DAY OF JUNE, 1999, AT 2:30 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 7 OF PLATS, PAGES 19 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
AUDITOR, SNOHOMISH COUNTY

Shawn Hill
DEPUTY COUNTY AUDITOR



4205 148th Ave. N.E. Suite 200
Bellevue, Washington 98007
(425) 885-7877 (425) 885-7983 Fax

JOB NO. 97062

199907075005

SHEET 3 OF 3

RIDGEWOOD PARK DIV. II

AN ALTERATION OF TRACT 300, SUNNY SIDE FIVE ACRE TRACTS
SE1/4, SE1/4, SEC 2, TWP 29 N, RGE 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON
PFN 97-107418 SD

LOT 2
NO. ZA 8807288 SP

TRACT 294

LOT 1
NO. ZA 8907311 SP

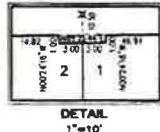
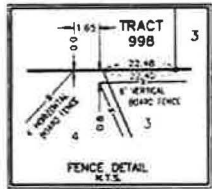
LOT 2
NO. ZA 8907311 SP

TRACT
999
N.G.P.A.
100,400 SF.
(SEE RESTR. 8, SHT. 1)

WETLAND
72,000 SF.

TRACT 309
SUNNY SIDE FIVE ACRF TRACTS
VOL. 7, PG. 19

COURSE	BEARING	DISTANCE
L1	N89°35'44"E	143.72'
L2	N89°30'44"E	174.29'
L3	N00°54'53"W	1.95'
L4	N81°00'14"E	22.78'
L5	N17°05'01"W	33.75'
L6	N64°50'55"E	34.86'
L7	N80°44'30"E	37.80'
L8	N62°33'30"E	38.24'
L9	N63°53'00"E	24.80'
L10	N63°03'11"W	24.81'
L11	N17°24'23"W	33.98'
L12	N2°01'53"E	61.43'
L13	N02°27'48"W	45.34'
L14	N72°06'20"W	54.83'
L15	N01°12'37"E	42.04'
L16	N43°29'10"E	31.24'
L17	N62°44'30"E	36.20'
L18	N00°30'13"W	14.29'
L19	N89°29'47"E	254.80'
L20	N89°29'47"E	28.00'



SCALE: 1" = 50'

- LEGEND**
- SET 1/2" x 24" LONG REBAR WITH PLASTIC SURVEY CAP STAMPED "D" PLS 30427" AND 3" x 3" WHITE QUAD STAKE.
 - FOUND 1/2" REBAR WITH PLASTIC SURVEY CAP STAMPED "D" PLS 30427, UNLESS OTHERWISE NOTED.
 - SET SNOHOMISH COUNTY STANDARD CONCRETE MONUMENT IN CASE STAMPER 30427.
 - ✕ SET TACK IN LEAD W/ SHOWER "30427" 0.50" OFFSET (0/5) TO TRUE CORNER, ON LOT LINE PROJECTION, UNLESS SHOWN OTHERWISE.



83RD AVE. N.E. UNPLAIED

SOPER HILL ROAD

DEI
4265 142th Ave. N.E. Suite 200
Bellevue, Washington 98007
(425) 866-7877 (425) 866-7863 Fax
JOB NO. 97062

A.F. NO. 199907075005

EXHIBIT D

https://www.snooco.org/RecordedDocuments/search/index?theme=blue§ion=undefined&quickSearchSelection=undefined#

Landmark Web Official Records Search

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNY SIDE FIVE ACRE TRACTS NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON PFN 03-100388 8D

LEGAL DESCRIPTION

LOT 284, SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, IN SNOHOMISH COUNTY, WASHINGTON.

AND LOTS 1 - 2 OF SHORT PLAT ZAB007286SP RECORDED UNDER RECORDING NUMBER 8905240192, BEING A PORTION OF LOT 293, SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, IN SNOHOMISH COUNTY, WASHINGTON.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT RIDGEWOOD PARK III, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER(S) IN FEE SIMPLE OF THE LAND HEREBY PLATED, AND EVERTRUST BANK, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

THAT SAID DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT ACCESS TO 33RD AVENUE N.E. FROM LOTS NUMBERED 1 AND 27 THROUGH 34, NOR SHALL THE COUNTY OF SNOHOMISH OR ANY OTHER LOCAL GOVERNMENTAL AGENCY WITHIN WHICH THE PROPERTY IS OR MAY BECOME LOCATED EVER BE REQUIRED TO GRANT A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OF APPROACH TO SAID STREET FROM SAID LOTS.

TRACT 989, OPEN SPACE/RETENTION, WATER QUALITY FACILITY, AND PUBLIC DRAINAGE EASEMENT, TRACT 998, OPEN SPACE; AND TRACT 997, NATIVE GROWTH PROTECTION AREA/OPEN SPACE, ARE HEREBY GRANTED AND CONVEYED TO THE HEARTLAND ESTATES HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH COUNTY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS THIS 5th DAY OF January, 2004.

RIDGEWOOD PARK III, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

BY: [Signature] TITLE: Manager
PRINTED NAME: Adam R. Metzger

EVERTRUST BANK
BY: [Signature] TITLE: S.V.P.
PRINTED NAME: ROBERT MALL

ACKNOWLEDGMENTS

STATE OF Washington
COUNTY OF Snohomish 155

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert Mall IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 1/5/04
SIGNATURE: [Signature]
(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT 11111 1st St
MY APPOINTMENT EXPIRES 5/31/06
STATE OF Washington 155
COUNTY OF Snohomish



I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert Mall IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Secretary Vice President OF EVERTRUST BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 1/5/04
SIGNATURE: [Signature]
(PRINT NAME) William R. Hasegawa
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Lake Stevens
MY APPOINTMENT EXPIRES 5/31/06



APPROVALS

COUNTY ENGINEER APPROVAL
EXAMINED AND APPROVED THIS 9th DAY OF JANUARY, 2004
[Signature]
SNOHOMISH COUNTY ENGINEER

PLANNING AND DEVELOPMENT SERVICES APPROVAL
EXAMINED AND APPROVED THIS 12th DAY OF January, 2004
[Signature]
SNOHOMISH COUNTY PLANNING & DEVELOPMENT SERVICES DIRECTOR

CHAIRMAN, COUNTY COUNCIL
EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 21st DAY OF JANUARY, 2004
[Signature]
COUNTY COUNCIL CHAIR PERSON
SNOHOMISH COUNTY, WASHINGTON

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 2004 TAXES.

BY: [Signature] TITLE: Treasurer, Snohomish County
BY: [Signature] TITLE: Deputy County Treasurer
1-5-04
1-21-04
KH



IN ACCORDANCE WITH RCW SECTION 89.08 PERMITS RELATING TO A PLAT A FEE MUST BE PAID IN ADVANCE TAXES THE NEXT YEAR.

INDEXING DATA: LOTS 284 & 293, SUNNY SIDE FIVE ACRE TRACTS, VOL. 7, PG. 19; NE1/4 & SE1/4, OF THE SE1/4, SEC. 2, T. 29 N., R. 5 E., W.M.

AUDITOR'S CERTIFICATE
Filed for record at the request of Group Four, Inc. this 9th day of JANUARY, 2004, at 4 minutes past 9 am, and recorded in Volume 600012176 of plats, page 1; AFN 600012176 records of Snohomish County, Washington.
[Signature] Auditor, Snohomish County
[Signature] Deputy County Auditor



LAND SURVEYOR'S CERTIFICATE
I hereby certify that the plat of HEARTLAND ESTATES is based upon an actual survey and subdivision of Sec. 2, Twp. 29 N., Rng. 5 E., W.M., as required by state statutes; that the distances, courses and angles are shown thereon correctly; that the monuments shall be set and the lot and block corners shall be marked correctly on the ground; that I fully complied with the provisions of the state and local statutes and regulations governing platting.
[Signature] 3650 12/16/2003
Donald K. Rouppe, Reg. P.L.S. Certificate No. _____ Date

GROUP FOUR, Inc.
18030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(425)776-4581 • (206)382-4844 • FAX(206)382-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT
JOB NO.: 02-8035 DATE: 12/16/03 SHEET: 1 OF 4
AUDITOR'S FILE NO.:

https://www.snooco.org/RecordedDocuments/search/index?theme=blue§ion=undefined&quickSearchSection=undefined#

Landmark Web Official Records Search

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNY SIDE FIVE ACRE TRACTS
NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M.
SNOHOMISH COUNTY, WASHINGTON
PFN 03-100389 8D

RESTRICTIONS

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR NEW SUBDIVISION OR SHORT SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER CHAPTER 30.41A SCC OR PREVIOUSLY UNDER TITLE 19 SCC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH CHAPTER 30.41A SCC OF THE SNOHOMISH COUNTY CODE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- SCC TITLE 26A REQUIRES THE PER NEW UTILITY FEE PAYMENT IN THE AMOUNT OF \$1040.00, FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DISTRICT (DISTRICT NO. 8). THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOT(S) THEREIN.
- THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE LAKE STEVENS SCHOOL DISTRICT TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SSC 26C 20.020 CREDIT SHALL BE APPLIED TO LOTS 1, 2, 3 AND 4.
- SCC TITLE 26B(30.668) REQUIRED THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENCE BUILDING PERMIT: \$1,731.04 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY.
\$56.84 PER LOT FOR TRANSPORTATION DEMAND MANAGEMENT PAID TO THE COUNTY.
\$303.99 PER LOT FOR MITIGATION OF IMPACTS ON STATE HIGHWAYS PAID TO THE COUNTY.
\$1,099.36 PER LOT FOR MITIGATION OF IMPACTS ON MARYSVILLE STREETS PAID TO THE CITY.
\$185.00 PER LOT FOR MITIGATION OF IMPACTS ON ARLINGTON STREETS PAID TO THE CITY.
THE DEVELOPER OF THE SUBDIVISION HAS ELECTED TO DEFER THESE PAYMENT OBLIGATIONS TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THESE PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS HEREIN. ONCE A BUILDING PERMIT HAS BEEN ISSUED FOR A LOT, ALL MITIGATION PAYMENTS FOR THAT LOT SHALL BE DEEMED PAID.
- PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
- LOTS 1 THROUGH 34 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED INFILTRATION SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.
- ALL NATIVE GROWTH PROTECTION AREAS ARE TO BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SCC 32.10.11D(29)A), (C) AND (D), ARE ALLOWED WHEN APPROVED BY THE COUNTY.
- LOTS 1 THROUGH 34 HAVE BEEN APPROVED BASED ON AN APPROVED SEWER PLAN WHICH REQUIRED THAT MINIMUM FLOOR ELEVATIONS BE ESTABLISHED FOR CONNECTION TO THE SEWER SYSTEM. SEE UTILITY FOR DETAILS.
- THIS PLAT SUPERCEDES ALL COVENANTS, CONDITIONS, AND RESTRICTIONS AND EASEMENTS AS CONTAINED IN SHORT PLAT ZAB007286SP RECORDED UNDER AUDITOR'S FILE NUMBER 6905240152.
- SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 333, LATECOMERS BENEFITING FROM PHASE I OF THE TRUNK D SEWAGE LIFT STATION, RECORDED UNDER AUDITOR'S FILE NUMBER 200105300299.
- SUBJECT TO ANNEXATION COVENANT AND POWER OF ATTORNEY AS RECORDED UNDER AUDITOR'S FILE NUMBER 200303191325.
- SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251, LATECOMERS BENEFITING FROM PHASE II OF THE TRUNK D SEWAGE LIFT STATION, RECORDED UNDER AUDITOR'S FILE NUMBER 200304240256.
- SUBJECT TO CITY OF MARYSVILLE CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS BENEFITING FROM PHASE II OF THE TRUNK D, RECORDED UNDER AUDITOR'S FILE NUMBER 200304240268.
- SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER AUDITOR'S FILE NUMBER 200401210152.

PRIVATE EASEMENT PROVISIONS

THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 14 AND 22, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 14, 21, 22, AND 23, THE OWNERS OF LOTS 14, 21, 22 AND 23 SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER. SEE ROAD AND DRAINAGE PLAN FOR DETAIL.

THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 18 AND 19, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 18, 19, AND 20. THE OWNERS OF LOTS 18, 19, AND 20 SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER. SEE ROAD AND DRAINAGE PLAN FOR DETAIL.

PRIVATE EASEMENT PROVISIONS (CONTINUED)

THE PRIVATE DRAINAGE EASEMENT WITHIN TRACT 99B, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE HEARTLAND ESTATES HOMEOWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE DRAINAGE FACILITIES LOCATED THEREIN. SEE ROAD AND DRAINAGE PLAN FOR DETAILS.

THE PRIVATE SIDE SEWER EASEMENT WITHIN LOT 19, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 20. THE OWNER OF LOT 20 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE SIDE SEWER LOCATED THEREIN. SEE SEWER PLAN FOR DETAILS.

THE PRIVATE SIDE SEWER EASEMENT WITHIN LOT 22, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 21. THE OWNER OF LOT 21 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE SIDE SEWER LOCATED THEREIN. SEE SEWER PLAN FOR DETAILS.

THE PRIVATE SIDE SEWER EASEMENT WITHIN LOT 25, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 26. THE OWNER OF LOT 26 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE SIDE SEWER LOCATED THEREIN. SEE SEWER PLAN FOR DETAILS.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED [GRANTOR], AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT SNOHOMISH COUNTY (COUNTY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. COUNTY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF COUNTY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR THE GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT COUNTY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, COUNTY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.



GROUP FOUR, Inc.
18030 JUANITA-WOODHILL WAY NE
BOYDILL, WASHINGTON 98011
(425)775-1581 • (206)522-1804 • FAX (206)582-3810
PROPERTY RECORDS PLANNING MANAGEMENT

JOB NO.: 02-8035 DATE: 12/16/03 SHEET: 2 of 4
AUDITOR'S FILE NO.:

20040121516

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNYSIDE FIVE ACRE TRACTS NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON PFN 03-100368 8D

EASEMENT PROVISIONS

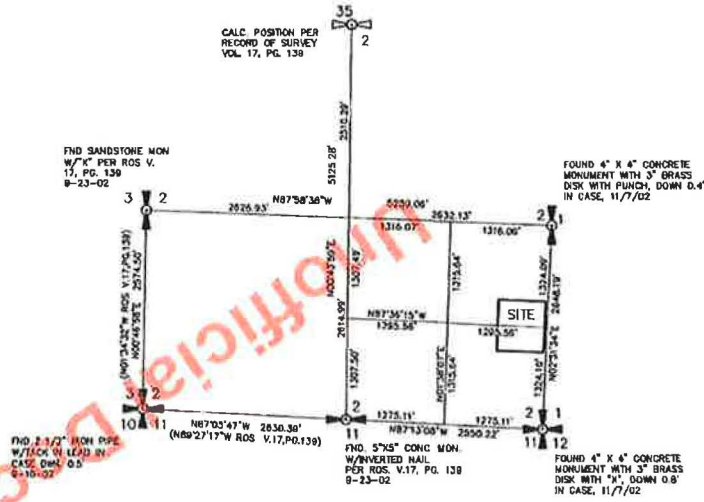
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPES AND APPURTENANCES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SEWER AND WATER SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

SEWER EASEMENT PROVISIONS

THE SEWER EASEMENTS AS SHOWN HEREON ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE SANITARY SEWER SYSTEM, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS FOR SUCH PURPOSE.

LEGEND

- AF NO. AUDITOR'S FILE NUMBER
- C.O.M. CITY OF MARYSVILLE
- DE DRAINAGE EASEMENT
- H.O.P.A. NATIVE GROWTH PROTECTION AREA
- PDE PRIVATE DRAINAGE EASEMENT
- PSSE PRIVATE SIDE SEWER EASEMENT
- (N) RADIAL
- R RANGE
- ROS RECORD OF SURVEY
- R-D-W RIGHT-OF-WAY
- SSE SANITARY SEWER EASEMENT GRANTED TO CITY OF MARYSVILLE
- SEC. SECTION
- SE, NE, NW, SW SOUTHEAST, NORTHEAST, NORTHWEST, SOUTHWEST
- S, N, E, W, SOUTH, NORTH, EAST, WEST
- SF SQUARE FEET
- T TOWNSHIP
- TR TRACT
- W.M. WILLAMETTE MERIDIAN
- SUBDIVISION CORNER / FOUND
- SUBDIVISION CORNER / NOT FOUND
- EXISTING MONUMENT AS NOTED
- EXISTING REBAR OR IRON PIPE AS NOTED
- SET STANDARD SNOHOMISH COUNTY MONUMENT / CASE & BRASS CAP WITH PUNCH MARK, L.S. NO. 30450
- SET TACK & SHIRNER L.S. NO. 30450 (SEE CURB PLUG TABLE)
- X SET 1/2" X 24" REBAR WITH PLASTIC CAP, L.S. NO. 30450
-



CURB PLUG TABLE

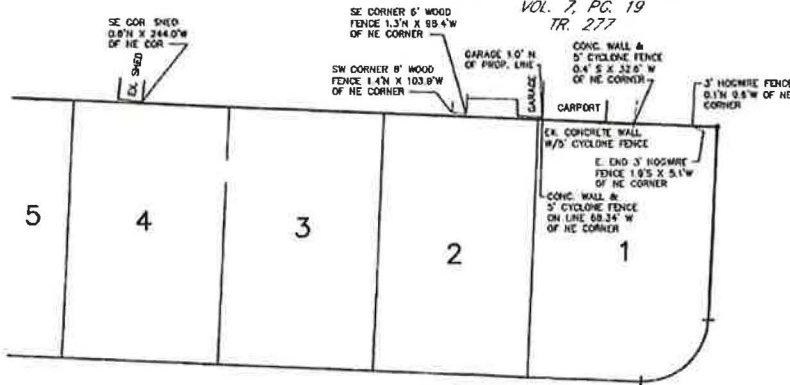
1) -11.81'	2) -10.19'	3) -9.99'
4) -11.72'	5) -10.22'	6) -10.22'
7) -11.73'	8) -12.17'	9) -10.17'
10) -11.65'	11) -10.09'	12) -10.15'
13) -11.66'	14) -12.16'	15) -10.13'
16) -11.60'	17) -11.56'	18) -10.23'
19) -11.68'	20) -11.70'	21) -10.34'
22) -10.65'	23) -11.74'	24) -11.77'
25) -11.33'	26) -11.60'	27) -11.71'
28) -10.42'	29) -11.82'	30) -11.88'
31) -10.08'	32) -10.95'	33) -11.79'

NOTE: DISTANCE FROM LOT CORNER TO CURB PLUG (TACK & SHIRNER L.S. NO. 30450) ON LOT LINE EXTENDED.

SE1/4, SEC. 2, T. 29 N., R. 5 E., W.M.

BASES OF BEARINGS: WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., EQUALS N00°46'50\"/>

SUNNYSIDE FIVE ACRE TRACTS VOL. 7, PG. 19 TR. 277



DETAIL "A"
ENCROACHMENTS OF NORTH LINE
SCALE 1" = 30'

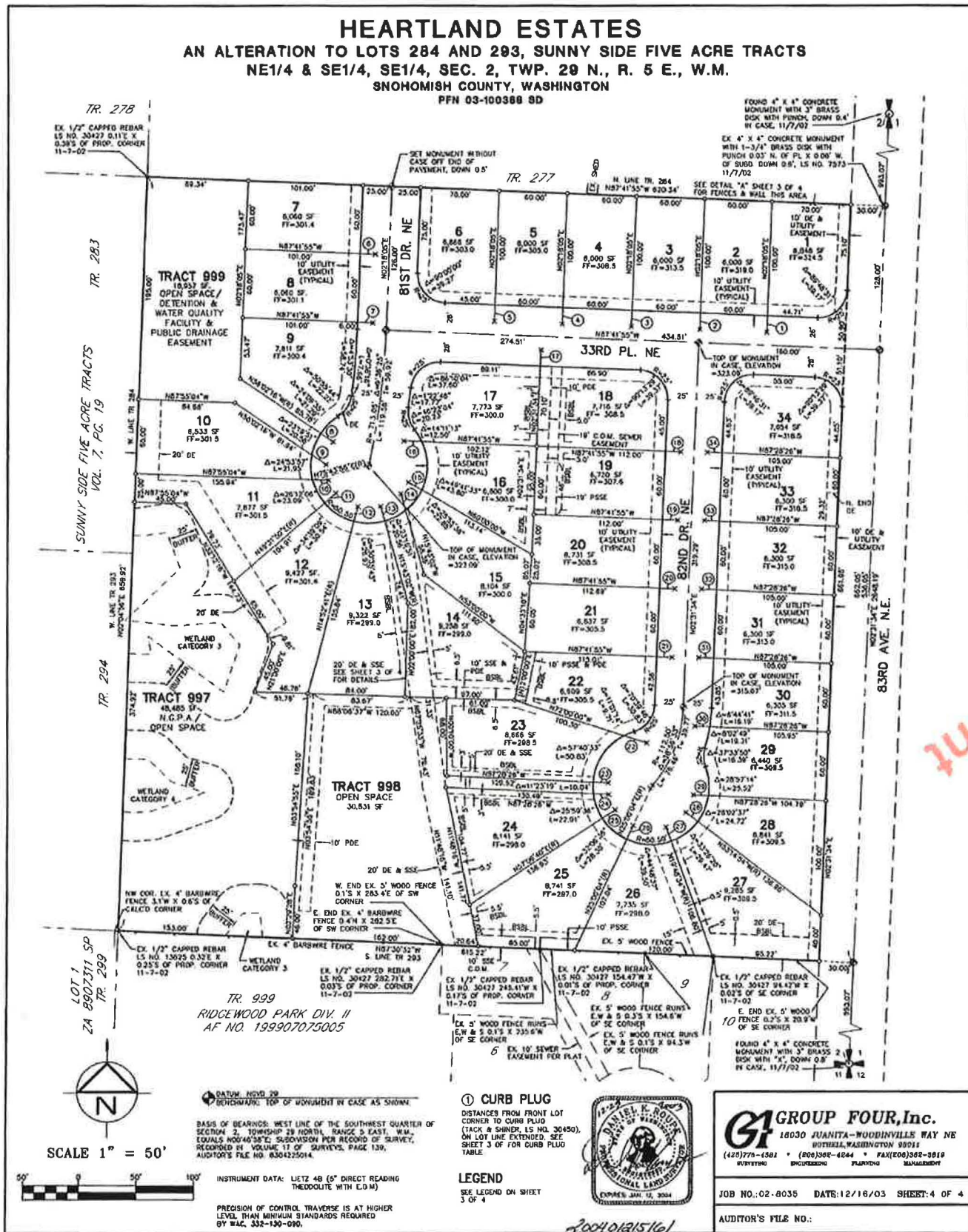


**DETAIL OF 20' DRAINAGE
& SEWER EASEMENT LOTS
13-15**
SCALE 1" = 50'



GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(425)726-4681 • (206)882-4244 • FAX (206)561-3810
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.: 02-8055 DATE: 12/16/03 SHEET: 3 OF 4
AUDITOR'S FILE NO.:




Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Project – State Avenue, 3 rd Street to 80 th Street Supplement No. 4 to Local Agency Agreement with WSDOT	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement No. 4	
BUDGET CODE:	AMOUNT: \$0.00
30500030.563000, R1302	
SUMMARY:	

To date, the City has received \$1,752,247.00 in Federal Funds for planned HSIP (“Highway Safety Improvement Program”) improvements along State Avenue from 3rd Street to 80th Street NE. Having been Awarded by Marysville City Council on March 22, and now set for construction this summer, the project contemplates improvements which will include:

- replacement of an antiquated signal system at the intersection of 80th Street NE and State Avenue, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push buttons; and
- refinement of signal operations on State Avenue at the intersections of 3rd, 4th, 6th, 8th, and 76th, incorporating new signal heads, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to "countdown type," and improving railroad "preemption timing" at intersections adjacent to grade crossings

The attached Local Agency Agreement Supplement No. 4 adjusts the construction contract amount – as shown on line item “k” – to match the contract total Awarded by Council on March 22 (\$1,073,115.00 plus \$68,900.00 of the approved Management Reserve). The Supplement then redistributes the \$48,509.00 balance to line item “l” – covering costs for the CM Consultant agreement with WHPacific (approved by Council on April 12th). Furthermore, the Supplement redistributes \$4,000.00 to cover construction-phase fabrication inspection (of signal poles and other equipment) by WSDOT, as well as \$26,000.00 between lines “m” and “l” – accounting for the fact that materials testing is now encompassed within the CM Consultant agreement. The overall amount authorized under the Federal HSIP grant remains unchanged, at \$1,752,247.00.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the attached Local Agency Agreement Supplement No. 4, redistributing previously-obligated Federal construction funds to cover costs arising from the CM Consultant agreement and State Force inspection.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign Local Agency Agreement Supplement No. 4.



Local Agency Agreement Supplement

Agency City of Marysville		Supplement Number 4
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name State Ave. - 3rd St. to 80th St. NE

Length 1.2 Miles

Termini 3rd Street to 80th Street NE

Description of Work ✓ No Change

Reason for Supplement

Post-Award redistribution of obligated construction funds from construction contract to CM consultant agreement and State Force work

Are you claiming indirect cost rate? Yes ✓ No

Project Agreement End Date April 23, 2023

Does this change require additional Right of Way or Easements? Yes ✓ No Advertisement Date: February 16, 2021

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	29,000.00		29,000.00		29,000.00
	b. Other	250,000.00		250,000.00		250,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00	0.00	280,000.00
Right of Way 100 %	f. Agency	8,120.00		8,120.00		8,120.00
	g. Other Consultant	24,000.00		24,000.00		24,000.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	20,603.00		20,603.00		20,603.00
	i. State	1,000.00		1,000.00		1,000.00
	j. Total R/W Cost Estimate (f+g+h+i)	53,723.00	0.00	53,723.00	0.00	53,723.00
Construction 100 %	k. Contract	1,190,524.00	-48,509.00	1,142,015.00		1,142,015.00
	l. Other CM Consultant	180,000.00	74,509.00	254,509.00		254,509.00
	m. Other Mat. Testing Consultant	26,000.00	-26,000.00	0.00		0.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency	22,000.00	-4,000.00	18,000.00		18,000.00
	p. State		4,000.00	4,000.00		4,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	1,418,524.00	0.00	1,418,524.00	0.00	1,418,524.00
	r. Total Project Cost Estimate (e+j+q)	1,752,247.00	0.00	1,752,247.00	0.00	1,752,247.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

**Washington State
Department of Transportation**
By Director, Local Program

Title Jon Nehring, Mayor

Date Executed

Agency City of Marysville		Supplement Number 4
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.
- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter additional amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



Local Agency Agreement Supplement

Agency City of Marysville	Supplement Number 4
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890 CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 1/25/13

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name State Ave. - 3rd St. to 80th St. NE

Length 1.2 miles

Termini 3rd Street to 80th Street NE

Description of Work No Change

Reason for Supplement

Post-Award redistribution of obligated construction funds from construction contract to CM consultant agreement and State Force work. (fabrication inspection)

Are you claiming indirect cost rate? Yes No

Project Agreement End Date April 30, 2023

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: February 16, 2021

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	29,000.00		29,000.00		29,000.00
	b. Other	250,000.00		250,000.00		250,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00	0.00	280,000.00
Right of Way 100 %	f. Agency	8,120.00	0.00	8,120.00		8,120.00
	g. Other Consultant	24,000.00	0.00	24,000.00		24,000.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	20,603.00	0.00	20,603.00		20,603.00
	i. State	1,000.00	0.00	1,000.00		1,000.00
	j. Total R/W Cost Estimate (f+g+h+i)	53,723.00	0.00	53,723.00	0.00	53,723.00
Construction 100 %	k. Contract	1,190,524.50	-17,409.50	1,173,115.00		1,190,524.50
	l. Other CM Consultant	180,000.00	7,789.75	187,789.75		180,000.00
	m. Other Mat. Testing Consultant	26,000.00		26,000.00		26,000.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency	22,000.00		22,000.00		22,000.00
	p. State		9,619.75	9,619.75		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	1,418,524.50	0.00	1,418,524.50	0.00	1,418,524.50
	r. Total Project Cost Estimate (e+j+q)	1,752,247.50	0.00	1,752,247.50	0.00	1,752,247.50

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title Jon Nehring, Mayor

By
Director, Local Program
Date Executed

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Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 3, 2021 Briefing; May 10, 2021 Action

AGENDA ITEM:	
Ordinance amending the Unified Development Code to amend the definition of “enhanced services facilities;” allow “enhanced services facilities” as a Conditional Use in the R-18 and R-28 zones, and as a permitted use in the CB Community Business, CB-WR Community Business Whiskey Ridge, DC Downtown Commercial, GC General Commercial, and MU Mixed Use zones; and adding a new chapter 22C.280 MMC concerning “enhanced services facilities;” and repealing Ordinance No. 3168.	
PREPARED BY:	DIRECTOR APPROVAL:
Allan Giffen, Community Development staff	<i>Jaylie Miller</i> , CD Director
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Ordinance	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The City Council adopted an Ordinance No. 3168 on November 23, 2020, establishing an interim regulation that prohibits the siting of Enhanced Services Facilities (ESFs) in Marysville while the City studies where such uses may be allowed. The Planning Commission held public meetings to discuss the matter on December 8, 2020, January 12, 2021 and February 9, 2021. On February 23, 2021, the Planning Commission held a public hearing and recommended amendments to the Marysville Municipal Code contained in the attached ordinance. The proposed changes:

- Amend the definition of “enhanced services facilities” to match the State definition
- Allow ESFs as a conditional use in the R-18 and R-28 multi-family zones
- Allow ESFs as a permitted use in the CB, CB-WR, DC, GC and MU commercial zones
- Establish a new chapter in the MMC with additional regulations for ESFs

RECOMMENDED ACTION:

Staff recommends that Council approve Ordinance No. ____, amending the Marysville Municipal Code Title 22C concerning Enhanced Services Facilities, and repealing Ordinance No. 3168.

RECOMMENDED MOTION:

I move to approve Ordinance No. ____, amending the Marysville Municipal Code Title 22C concerning Enhanced Services Facilities, and repealing Ordinance No. 3168.

**CITY OF MARYSVILLE
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING TITLE 22C OF THE MARYSVILLE MUNICIPAL CODE; AMENDING THE DEFINITION OF “ENHANCED SERVICES FACILITIES; ALLOWING “ENHANCED SERVICES FACILITIES” AS A CONDITIONAL USE IN THE R-18 MEDIUM DENSITY MULTI-FAMILY AND R-28 HIGH DENSITY MULTI-FAMILY ZONES; AND AS A PERMITTED USE IN THE CB COMMUNITY BUSINESS, CB-WR COMMUNITY BUSINESS-WHISKEY RIDGE, DC DOWNTOWN COMMERCIAL, GC GENERAL COMMERCIAL, AND MU MIXED USE ZONES; AMENDING MMC 22A.020.060, “E” DEFINITIONS; AMENDING MMC 22C.010.060 AND 22C.020.060, PERMITTED USES; AMENDING MMC 22C.010.070 AND 22C.020.070, PERMITTED USES – DEVELOPMENT CONDITIONS; AND ESTABLISHING A NEW CHAPTER 22C.280 CONCERNING ENHANCED SERVICES FACILITIES; AND REPEALING ORDINANCE NO. 3168.

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

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

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

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

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

WHEREAS, the Marysville City Council adopted Ordinance No. 3168 on November 23, 2020, which adopted an interim development regulation establishing a definition for “Enhanced services facilities” and specifying that “Enhanced services facilities” are not a permitted use in any zone in the City of Marysville; and

WHEREAS, the Marysville City Council adopted Ordinance No. 3168 as an Emergency Ordinance which provided that the interim development regulation is effective for six months from the effective date of the ordinance (November 23, 2020); and

WHEREAS, the proposed amendments were submitted to the State of Washington Department of Commerce for 60-day review on February 1, 2021, in accordance with RCW 36.70A.106; and

WHEREAS, the Planning Commission held public work sessions on December 8, 2020, January 12, 2021, and February 9, 2021, to review the proposed amendments, including alternatives, and did hear and consider public comments; and

WHEREAS, the Planning Commission held a duly-advertised public hearing on February 23, 2021, and received testimony from City staff and the public; and

WHEREAS, at the public hearing, the Planning Commission reviewed and considered the proposed amendments to the Marysville Municipal Code, and recommended that the City Council approve the proposed amendments to the Marysville Municipal Code; and

WHEREAS, the proposed amendments to Title 22 of the Marysville Municipal Code (comprising of **(a)** proposed amendments to MMC Sections 22A.020.060, 22C.010.060; 22C.020.060, 22C.010.070, 22C.020.070, and **(b)** a new proposed new Chapter 22C.280 MMC), were reviewed under the State Environmental Policy Act; which review resulted in the issuance of a Determination of Non-Significance (DNS) on April 5, 2021.

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to Title 22 of the Marysville Municipal code (comprising of **(a)** proposed amendments to MMC Sections 22A.020.060, 22C.010.060, 22C.020.060, 22C.010.070, and 22C.020.070, and **(b)** a proposed new Chapter 22C.280 MMC) that are the subject of this ordinance:

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

Section 2. Amendment to Development Regulations: Modification of Current Code Sections. Sections 22A.020.060, 22C.010.060; 22C.020.060, 22C.010.070, and 22C.020.070 of the Marysville Municipal Code are hereby amended as set forth in **Exhibit A.**

Section 3. Amendment to Development Regulations: Adoption of Chapter 22C.280 MMC. A new Chapter 22C.280 of the Marysville Municipal Code is adopted as set forth in **Exhibit B.**

Section 4. Repeal of Ordinance No. 3168. Ordinance No. 3168 shall be repealed upon the effective date of this Ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 6. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Effective Date. This Ordinance shall become effective five days after the date of its publication by summary.

PASSED AND APPROVED by the Marysville City Council this 10th day of May, 2021.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Jon Walker, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

22A.020.060 “E” definitions.

“Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes.

“Effective date” means the date a final decision becomes effective.

“EIS” means environmental impact statement.

“Elderly” means a person 62 years of age or older.

“Electric scooters and motorcycles” means any two-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries and produces zero emissions or pollution when stationary or operating.

“Electric sign” means any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.

“Electric vehicle” means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose. “Electric vehicle” includes:

- (1) A battery electric vehicle;
- (2) A plug-in hybrid electric vehicle;
- (3) A neighborhood electric vehicle; and
- (4) A medium-speed electric vehicle.

“Electric vehicle charging station” means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

“Electric vehicle charging station – public” means an electric vehicle charging station that is:

- (1) Publicly owned and publicly available (e.g., park and ride parking, public library parking lot, on-street parking); or
- (2) Privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multifamily parking lots).

“Electric vehicle charging station – restricted” means an electric vehicle charging station that is:

(1) Privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking); or

(2) Publicly owned and restricted (e.g., fleet parking with no access to the general public).

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

“Electric vehicle parking space” means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

“Electronic message sign” means a variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. Also known as “changeable copy sign.”

“Elevated building (floodplain management)” means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Elevation certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a letter of map amendment (LOMA) or letter of map revision based on fill (LOMR-F).

“Eligible facilities request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Co-location of new transmission equipment;

(2) Removal of transmission equipment; or

(3) Replacement of transmission equipment.

Criteria on what constitutes a substantial change is set forth in MMC [22C.250.210](#).

“Eligible support structure” means any existing tower or base station as defined in Chapter [22C.250](#) MMC; provided, that it is existing at the time an eligible facilities modification application is filed with the city.

“Emergency notification services” means services that notify the public of an emergency.

“Emergency services” means 911 emergency services and emergency notification services.

“Emergency support services” means information or database management services used in support of emergency services.

“Energy resource recovery facility” means an establishment for recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of solid waste.

“Engineering feasibility study” means a report prepared by a licensed professional engineer qualified by training to have expert engineering knowledge of a particular subject. The report will identify the capability of the land to withstand disturbance, such as erosion, sedimentation, geological hazards, or other aspects of the development.

“Enhanced services facility” means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary.

~~“Enhanced services facility” means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary and which typically serves individuals with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder. Such facilities shall be limited to a maximum 16-bed capacity and shall meet all of the regulatory and licensing requirements of the state of Washington per Chapter 70.97 RCW.~~

“Environmentally sensitive areas” means those areas regulated by Chapter [22E.010](#) MMC, and their buffers.

“Equipment, heavy” means high-capacity mechanical devices for moving earth or other materials, and mobile power units including, but not limited to:

- (1) Carryalls;
- (2) Graders;
- (3) Loading and unloading devices;
- (4) Cranes;
- (5) Drag lines;
- (6) Trench diggers;
- (7) Tractors;
- (8) Augers;
- (9) Bulldozers;
- (10) Concrete mixers and conveyers;
- (11) Harvesters;
- (12) Combines; or

(13) Other major agricultural equipment and similar devices operated by mechanical power as distinguished from manpower.

“Erosion” means the wearing away of the earth’s surface as a result of the movement of wind, rain, water and other natural agents which mobilize and transport soil particles.

“Erosion hazard areas” means lands or areas that, based on a combination of slope inclination and the characteristics of the underlying soils, are susceptible to varying degrees of risk of erosion. Erosion hazard areas are classified as low hazard, moderate hazard and high hazard, based on the following criteria:

(1) Low Hazard. Areas sloping less than 15 percent.

(2) Moderate Hazard. Areas sloping between 15 and 40 percent and underlain by soils that consist predominantly of silt, clay, bedrock or glacial till.

(3) High Hazard. Areas sloping between 15 and 40 percent that are underlain by soils consisting largely of sand and gravel, and all areas sloping more steeply than 40 percent.

“Evergreen” means a plant species with foliage that persists and remains green year-round.

“Ex parte communication” means any oral or written communication made by any person, including a city employee or official, pertaining to a matter that is or will be within the jurisdiction of the city council, hearing examiner or planning commission made outside of a public record.

Exceptions (Shoreline Master Program) – Requirements to Obtain Shoreline Permits or Local Reviews (Shoreline Master Program). Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the shoreline management act do not apply to the following:

(1) Remedial Actions. Pursuant to RCW [90.58.355](#), any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order pursuant to Chapter [70.105D](#) RCW, or to the Department of Ecology when it conducts remedial action under Chapter [70.105D](#) RCW.

(2) Boat Yard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW [90.58.355](#), any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a National Pollutant Discharge Elimination System storm water general permit.

(3) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW [90.58.356](#), Washington State Department of Transportation projects and activities meeting the conditions of RCW [90.58.356](#) are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.

(4) Projects consistent with an environmental excellence program agreement pursuant to RCW [90.58.045](#).

(5) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to Chapter [80.50](#) RCW.

Exemption (Shoreline Master Program). Certain specific developments as listed in WAC [173-27-040](#) as exempt from the definition of “substantial developments” are therefore exempt from the substantial development permit process of the SMA. An activity that is exempt from the substantial development provisions of the SMA must still be carried out in compliance with policies and standards of the Act and the local master program. Conditional use and/or variance permits may also still be required even though the activity does not need a substantial development permit. (RCW [90.58.030](#)(3)(e); WAC [173-27-040](#).) “Exemption (shoreline master program)” also includes the external retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 USC Sec. 12010 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.

“Existing and ongoing agricultural activities (small farms overlay zone)” means those activities involved in the production of crops and livestock, and changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, as well as construction of new farm structures, facilities or improved areas. An operation ceases to be ongoing when a formal plat has been approved by the city for development of the small farm.

“Existing and ongoing agricultural activities” means those activities involved in the production of crops and livestock, including but not limited to operation and maintenance of farm and stock ponds or drainage and irrigation systems, changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, facilities or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program. Forest practices are not included in this definition.

“Existing manufactured home park or subdivision (floodplain management)” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

“Existing (wireless communication facilities)” for purposes of Chapter [22C.250](#) MMC where it is related to a constructed tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process or under another applicable state or local regulatory review process, and the term also includes a tower that was lawfully constructed but that was not reviewed and approved because it was not in a zoned area when it was built.

“Exotic species” means any species of plant or animal that is not indigenous to the area.

“Expansion to an existing manufactured home park or subdivision (floodplain management)” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 3168 § 2 (Exh. A), 2020*; Ord. 3151 § 5, 2020; Ord. 3146 § 6, 2020; Ord. 3125 § 3 (Exh. B), 2019; Ord. 2852 § 10 (Exh. A), 2011).

* ~~Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

2C.010.060 Permitted uses.

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Residential Land Uses									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle (44)	P	P	P	P	P	P	P	P	P
Tiny house or tiny house with wheels (51)	P	P	P	P	P	P	P	P	P
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
Enhanced services facility (52)						<u>C</u>	<u>C</u>		

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									
Personal Services:									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	P	P	P

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
Business Services:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

22C.010.070 Permitted uses – Development conditions.

- (1) Accessory dwelling units must comply with development standards in Chapter [22C.180](#) MMC. Accessory dwelling units in the MHP zone are only allowed on single lots of record containing one single-family detached dwelling.
- (2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.
- (3) Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.
- (4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC.
- (5) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC.
- (6) Subject to cottage housing provisions set forth in MMC [22C.010.280](#).
- (7) Factory-built dwelling units shall comply with the following standards:
- (a) A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.
 - (b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.
- (8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.
- (9) A garage sale shall comply with the following standards:
- (a) No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.
 - (b) Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.

A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

(10) Residential accessory structures must comply with development standards in Chapter [22C.180](#) MMC.

(11) Manufactured homes must:

(a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

(b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;

(c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:

(i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;

(ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;

(iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;

(iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;

(v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;

(vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and

(vii) The variance is the minimum necessary to grant relief to the applicant.

(12) Mobile homes are only allowed as a primary residence in existing mobile/manufactured home parks established prior to June 12, 2008, subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(13) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(14) No more than one single-family detached or duplex dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter [22C.180](#) MMC.

(15) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(16) The following conditions and limitations shall apply, where appropriate:

- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision, mobile/manufactured home park, or multiple-family development proposal; otherwise, a conditional use permit is required;
- (b) Lighting for structures and fields shall be directed away from residential areas; and
- (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(17) Golf facilities shall comply with the following:

- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (b) Restaurants are permitted as an accessory use to a golf course.

(18) Only as an accessory to a cemetery.

(19) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(20) Only as an accessory to residential use and subject to the criteria set forth in Chapter [22C.200](#) MMC.

(21) Only as an accessory to residential use, provided:

- (a) Students are limited to 12 per one-hour session;
- (b) All instruction must be within an enclosed structure; and
- (c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

(22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

(23) Only when adjacent to an existing or proposed school.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter [22C.200](#) MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.

(26) Public safety facilities, including police and fire, shall comply with the following:

(a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

(b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

(27) Accessory to an apartment development of at least 12 units, provided:

(a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;

(b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;

(c) The use of the facility shall be limited to dead storage of household goods;

(d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;

(e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;

(f) No residential occupancy of the storage units;

(g) No business activity other than the rental of storage units to the apartment dwellings on the site; and

(h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(28) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including, but not limited to, the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a conditional use subject to MMC [22C.250.040](#).

(29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

(a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and

(b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.

(30) Model Homes.

(a) The community development director may approve construction of model homes subject to the following conditions:

(i) No model home shall be constructed without the issuance of a building permit;

(ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;

(iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;

(iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;

(v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;

(vi) Submittal of building permit applications for each of the proposed structures;

(vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and

(viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.

(b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.

(31) Any outdoor storage areas are subject to the screening requirements of the landscape code.

(32) Subject to approval of a small farms overlay zone.

(33) May be further subject to the provisions of the Marysville shoreline master program.

(34) Only allowed in conjunction with the small farms overlay zone.

(35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.

(36) Only in conjunction with an existing or proposed school.

(37) Except racing of motorized vehicles.

(38) Level 1 and Level 2 charging only.

(39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.

(40) The term "rapid" is used interchangeably with "Level 3" and "fast charging."

(41) Only "electric vehicle charging stations – restricted" as defined in Chapter [22A.020](#) MMC.

- (42) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.
- (44) Recreational vehicles (RVs) are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (45) MHPs shall fulfill the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (46) Reserved.
- (47) Model house sales offices are subject to the requirements of MMC [22C.110.030](#)(12).
- (48) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within residential zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.
- (49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.
- (50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC [22C.180.030](#).
- (51) Tiny houses or tiny houses with wheels are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (52) See MMC 22C.280 for regulations for enhanced services facility.**

~~(52) Enhanced services facilities are prohibited in all residential zones as such are identified and adopted in this chapter. (Ord. 3168 § 2 (Exh. A), 2020*; Ord. 3167 § 1, 2020; Ord. 3164 § 5, 2020; Ord. 3139 § 3 (Exh. B), 2019; Ord. 3054 § 8, 2017; Ord. 3022 § 8, 2016; Ord. 2959 § 6, 2014; Ord. 2898 § 8, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

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22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Manufactured home	P7	P7	P7	P7	P7	P7	P7	P7		
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Recreational vehicle	P7	P7	P7	P7	P7	P7	P7	P7		
Tiny house or tiny house with wheels	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Enhanced services facility (77)		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	P	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	P18	P18	P18	P19	P	C		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P	P			C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P	P				P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24	P24, C20			P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	P	P			P	P		
Social services		P	P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P	P				P
Hospital		P	P	P	P	C				C

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P
Utility facility	P	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			
Department and variety stores	P	P	P	P	P	P	P76			
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58
Racetrack	C59	C59	C59	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C

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

(Ord. 3168 § 2 (Exh. A), 2020**; Ord. 3164 § 6, 2020; Ord. 3159 § 3, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 1, 2018; Ord. 3085 § 3, 2018; Ord. 3071 § 4, 2017; Ord. 3057 § 6, 2017*; Ord. 3054 § 12, 2017; Ord. 3022 § 9, 2016; Ord. 2985 § 5, 2015; Ord. 2981 § 1, 2015; Ord. 2980 § 1, 2015; Ord. 2959 § 7, 2014; Ord. 2932 § 3, 2013; Ord. 2898 § 9, 2012; Ord. 2852 § 10 (Exh. A), 2011).

* Code reviser's note: Ord. 3057 amends this section without taking into account the amendments of Ord. 3054. The amendments of Ord. 3054 have been retained per the intent of the city.

~~** Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

22C.020.070 Permitted uses – Development conditions.

(1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.

(2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.

(3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."

(4) All units must be located above a street-level commercial use.

(5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.

(6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.

(7) Manufactured homes, mobile homes, recreational vehicles, and tiny houses with wheels are only allowed in existing mobile/manufactured home parks.

- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.
- (13) Golf Facility.
- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
- (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
 - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
 - (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.
- (15) Only in an enclosed building.
- (16) Dock and Boathouse, Private, Noncommercial.
- (a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;
 - (b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;

(c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;

(d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;

(e) Structures permitted hereunder shall not be used as a dwelling; and

(f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.

(17) Boat Launch, Noncommercial or Private.

(a) The city may regulate, among other factors, required launching depth, and length of docks and piers;

(b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and

(c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.

(18) Excluding racetrack operation.

(19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.

(20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of "Accessory use, commercial/industrial."

(22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).

(23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.

- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).
- (33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.
- (34) Reserved.
- (35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:
- (a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and
 - (b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.
- (36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.
- (37) Except heavy equipment.

- (38) With outdoor storage and heavy equipment.
- (39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.
- (40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.
- (41) Excluding drinking places such as taverns and bars and adult entertainment facilities.
- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
 - (a) Limited to 4,000 square feet or less.
 - (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
 - (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.

- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
 - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
 - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term “rapid” is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).
- (67) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (68) Excepting “marijuana (cannabis) dispensaries,” “marijuana (cannabis) collective gardens,” and “marijuana cooperatives” as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.
- (69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(70) Permitted within existing legal nonconforming single-family residences.

(71) Subject to the requirements set forth in MMC 10.04.460.*

(72) Pet daycares are restricted to indoor facilities with limited, supervised access to an outdoor fenced yard. Overnight boarding may be permitted as a limited, incidental use. Both outdoor access and overnight boarding privileges may be revoked or modified if the facility is not able to comply with the noise standards set forth in WAC [173-60-040](#).*

(73) Shipping/cargo and similar storage containers may be installed on commercial or industrial properties provided they are screened from public view pursuant to MMC [22C.120.160](#), Screening and impact abatement.

(74) Tanks, generators, and other machinery which does not generate nuisance noise may be located in the service/loading area. Truck service/loading areas shall not face the public street and shall be screened from the public street.

(75) Hotels/motels are prohibited within Arlington Airport Inner Safety Zones (ISZ) 2, 3, and 4. Hotel/motels that are proposed to locate within Arlington Airport Protection Subdistricts B and C shall be required to coordinate with the Arlington Municipal Airport to ensure that height, glare, and other aspects of the hotels/motels are compatible with air traffic and airport operations.

(76) Use limited to properties that have property frontage along State Avenue/Smokey Point Boulevard.

[\(77\) See MMC 22C.280 for regulations for enhanced services facility.](#)

~~(77) Enhanced services facilities are prohibited in all commercial and industrial zones as such are identified and adopted in this chapter. (Ord. 3168 § 2 (Exh. A), 2020**; Ord. 3164 § 7, 2020; Ord. 3159 § 4, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 2, 2018; Ord. 3054 § 13, 2017; Ord. 3022 § 10, 2016; Ord. 2985 § 6, 2015; Ord. 2981 § 2, 2015; Ord. 2979 § 4, 2014; Ord. 2959 § 8, 2014; Ord. 2932 § 4, 2013; Ord. 2898 § 10, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

*Code reviser's note: Ord. 2985 added these subsections as (70) and (71). They have been renumbered as (71) and (72) to avoid duplicating the subsection added by Ord. 2981.

~~** Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

EXHIBIT B
Chapter 22C.280
Regulations for Enhanced Services Facility.

22C.280.010 Purpose. The purpose of this section is to:

1. provide for a needed community service while ensuring that adequate public facilities are available to the residents of enhanced services facilities; and
2. promote compatibility with surrounding land uses.

22C.280.020. Applicability. The standards in this section apply to any “enhanced services facility”, as defined in Chapter 22A.020 MMC.

22C.280.030. Notice Requirements. At least fifteen (15) days prior to filing an application with the City to establish an enhanced services facility, the owner and/or sponsor shall mail written notice to owners of contiguous properties and to the Community Development Department of their intention to establish the facility. The notice shall list the name and contact information for the owner or sponsor, to provide neighboring property owners the opportunity to contact them with questions, and include a description of the proposed facility and proposed number of residents. The owner or sponsor shall address questions or concerns from neighboring property owners to the extent possible in the management plan required by MMC 22C.280.040.

22C.280.040. Management Plan Required. The owner or sponsor of the facility shall provide the Community Development Director with a management plan for the facility addressing the following:

1. how the facility can appropriately meet the assessed needs of potential residents through appropriate staffing and best management practices;
2. potential impacts on nearby residential uses and proposed methods to mitigate those impacts;
3. facility management, including 24-hour contact information for persons responsible to resolve concerns pertaining to the facility, and procedures for updating neighbors with changes in contact information;
4. staffing, supervision and security arrangements appropriate to the facility; and
5. a communications plan for providing information to the surrounding neighborhood.

22C.280.050. Other Requirements.

1. The facility shall obtain all necessary certificates and approvals from state and federal agencies.
2. The facility shall serve only individuals who do not pose a direct threat and a significant risk to others, and who have been assessed as medically and psychiatrically stable.
3. No more than one enhanced services facility shall be permitted per site.
4. In the R-18 and R-28 zones, an enhanced services facility shall be located either within one-quarter mile of a public transit route, or within one-quarter mile of property located in the DC, NB, MU, CB, CB-WR or GC zones.

Index #11

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

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM: Ordinance Amending MMC 11.08.250	
PREPARED BY: Burton Eggertsen	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS: Draft Ordinance amending MMC 11.08.250	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The current penalty for parking a tractor-trailer combination on a street not authorized by MMC 11.08.200(2) is \$40.00. The City has been receiving calls regarding tractor-trailer combinations improperly and repeatedly parking in residential areas; while citations have been issued for these violations, the concern is that the current \$40.00 penalty is not sufficient to ensure compliance with MMC 11.08.200(2).

The attached amendment to MMC 11.08.250 would create a graduated penalty scale for violations of MMC 11.08.200(2): the first violation would be \$40; the second violation \$150; and the third and subsequent violations \$300.

<p>RECOMMENDED ACTION: Staff recommends that the Council consider adopting the ordinance amending MMC 11.08.200(2).</p>
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CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING SECTION 11.08.250 OF THE MUNICIPAL CODE, BY ESTABLISHING A GRADUATED PENALTY SCALE FOR PARKING TRACTOR-TRAILER COMBINATIONS ON UNAUTHORIZED CITY STREETS.

WHEREAS, Section 11.08.200 of the Marysville Municipal Code (MMC) regulates the parking of recreational vehicles and tractor-trailer combinations within the City; and

WHEREAS, the current penalty for parking a tractor-trailer combination on a street not authorized by MMC 11.08.200(2) is \$40.00, as established by MMC 11.08.250; and

WHEREAS, the current \$40.00 penalty may not be sufficient to ensure compliance with MMC 11.08.200(2); and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law or conditions in the City; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Section 11.08.250 of the Marysville 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 errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 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

11.08.250 Penalties.

(1) Unless specifically set forth elsewhere in this chapter, the penalties for each violation of the provisions of this chapter shall be:

- (a) Overtime parking: \$40.00;
- (b) Unauthorized parking in alley: \$40.00;
- (c) Parking in a disabled space without requisite permit, decal or license: \$250.00 as set forth in RCW 46.19.050;
- (d) Parking, stopping or standing in fire lane in violation of MMC 11.08.130: \$175.00;
- (e) Interfering with, concealing, obliterating or erasing marks in violation of MMC 11.08.230(5): \$40.00;
- (f) Unattended vehicles in violation of RCW 46.61.600(1): \$25.00;
- (g) Use of streets and alleys: \$250.00;
- (h) Parking a tractor-trailer combination in violation of MMC 11.08.200(2): first violation: \$40.00; second violation: \$150.00; third and subsequent violations: \$300.00.
- (hi) All other violations of this chapter: \$40.00.

(2) If no response or payment is made within 15 calendar days from the date of issuance of the notice of parking violation, the penalty for each violation may be referred to a collection agency 30 days from the due date, or 15 days after the penalty is due, pursuant to RCW 3.02.045 and 19.16.500. The violator may be liable for any and all collection costs.

(3) The penalties set forth in subsection (1) of this section will be reduced in half if the parking violation is paid in person to the municipal court clerk's office during the city's business hours within 24 hours of the time and date of issuance. In the event the municipal court clerk's office is not open for business the day following the date of issuance, the violator may make payment on the next city business day following the issuance of the ticket and still receive the reduced penalty.

(4) Payment of all parking violations shall be made to the municipal court clerk's office. All proceeds derived from individuals charged with a violation of any of the provisions of this chapter shall be paid into the general fund of the city.

(5) Notwithstanding the language set forth in subsection (3) of this section, if a vehicle or a violator has been cited for five or more violations of this chapter and/or any other parking ordinance of the city within a six-month period, that vehicle or violator will not be eligible for reduction in the parking violation penalty set forth in subsection (3) of this section for a period of 180 days.