



# MARYSVILLE

WASHINGTON

**Marysville, WA REGULAR MEETING  
MONDAY, OCTOBER 24, 2022 – 7:00 PM  
1049 STATE AVE  
MARYSVILLE, WA 98270**

## AGENDA

---

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Police Officers' Promotional Swearing In

**Audience Participation**

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

1. September 26, 2022 City Council Meeting Minutes  
[CC 09262022.docx](#)
2. October 3, 2022 City Council Work Session Minutes  
[WS 10032022.docx](#)

**Consent**

3. September 23, 2022 Payroll in the Amount of \$1,758,091.59 Paid by EFT Transactions and Check Numbers 34151 through 34165
4. September 28, 2022 Claims in the Amount of \$958,167.49 Paid by EFT Transactions and Check Numbers 158161 through 158273 with Check Numbers 157681, 158215 and 158235 Voided  
[092822.rtf](#)
5. October 5, 2022 Claims in the Amount of \$825,822.29 Paid by EFT Transactions

and Check Numbers 158274 through 158391  
[100522.rtf](#)

6. October 07, 2022 Payroll in the Amount of \$1,602,637.62 Paid by EFT Transactions and Check Numbers 34166 through 34179
7. October 12, 2022 Claims in the Amount of \$1,562,119.17 Paid by EFT Transactions and Check Numbers 158392 through 158589 with Check Numbers 140563 and 158365 Voided  
[101222.rtf](#)
8. October 19th, 2022 Claims in the Amount of \$792,533.73 Paid by EFT Transactions and Check Numbers 158590 through 158719 with Check Numbers 157745 and 158514 Voided  
[101922.rtf](#)

### Review Bids

9. Waste Water Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements

Recommended Motion: I move to authorize the Mayor to sign and execute the WWTP Near Term Tertiary Treatment Improvements project contract with McClure and Sons, Inc. in the amount of \$2,944,094.03 and approve a management reserve of \$294,410.00 for a total allocation of \$3,238,504.03.

[Bid Tab Certified.pdf](#)

[Marysville Near Term Project Manual - CONTRACT.pdf](#)

### Public Hearings

10. **Ordinance** to extend the interim regulations established by Ordinance 3216, related to the maximum residential density allowed in the Community Business Zone.

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_, extending the interim regulations adopted by Ordinance 3216 by six (6) months.

[0 AB-CB zone CA22-007.docx.pdf](#)

11. Agreement to Relinquish Interest in Rucker Building to Snohomish County

Recommended Motion: I move to approve the relinquishment of the City's interest in the Rucker Building to Snohomish County, and to authorize the Mayor to sign the Agreement to Relinquish Real Property Interest and associated Quit Claim Deed.

[Agmt to Relinquish Real Property Int 9.26.22.docx](#)

### New Business

12. Maplewood Crossing (PA20-064) – Easement Release

Recommended Motion: I move to authorize the Mayor to execute the Release of Easement to Keystone Land, LLC for recording with Snohomish County.

[Easement Release \(Maplewood\).docx](#)



[Easement Release Exhibits.pdf](#)  
[Existing Easement Document.pdf](#)  
[Maplewood Site Plan.pdf](#)

13. Amendment No. 1 to WSDOT Maintenance Agreement GMB 1117

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the WSDOT Maintenance Agreement number GMB 1117.

[WSDOT Maintenance Agreement GMB 1117 Amendment 1.pdf](#)  
[WSDOT Maintenance Agreement GMB 1117.pdf](#)

14. Supplemental Agreement No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the Wastewater Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the Wastewater Treatment Plant Near Term Tertiary Treatment Improvements Project.

[PSA\\_SuppSF\\_BHC.docx](#)  
[Exhibit A-1.pdf](#)  
[Fee.pdf](#)

15. **Ordinance** Amending Chapter 2.04 of the Municipal Code to Update Location of Council Meetings

Recommended Motion: I move to adopt Ordinance No. \_\_\_\_.

[Ordinance - Amending location of council meetings.docx](#)

16. **Resolution** Amending Council Procedures to Update Location of Council Meetings

Recommended Motion: I move to adopt Resolution No. \_\_\_\_.

[Council Procedures Resolution- 10-24-22.docx](#)

## **Legal**

## **Mayor's Business**

## **Staff Business**

## **Call on Councilmembers and Committee Reports**

## **Adjournment/Recess**

## **Executive Session**

*A. Litigation*

*B. Personnel*

*C. Real Estate*

**Reconvene**

**Adjournment**

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Genevieve Geddis, Police

**ITEM TYPE:** Presentation

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Police Officers' Promotional Swearing In

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** September 26, 2022 City Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[CC 09262022.docx](#)

City Council



1049 State Avenue  
Marysville, WA 98270

**Meeting Minutes  
September 26, 2022**

**Call to Order**

Mayor Nehring called the meeting to order at 7:00 p.m.

**Invocation**

Chaplain Dan Hazen gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James,  
Councilmember Tom King, Councilmember Kelly Richards, Councilmember  
Steve Muller, Council President Kamille Norton

Absent: Councilmember Michael Stevens

**Motion** to excuse the absence of Councilmember Stevens moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

Staff: Information Systems Analyst Mike Davis, IT Director Stephen Doherty, IT Services Supervisor Jeremiah Nyman, Finance Director Crystil Wooldridge, Community Development Director Haylie Miller, Parks & Recreation Director Tara Mizell, Chief Erik Scairpon, Public Works Director Jeff Laycock, Marysville Police Department Chaplain Dan Hazen, Police Dept. Chaplain Dan Hazen, City Attorney Jon Walker, Chief Administrative Officer (CAO) Gloria Hirashima, Public Works Services Manager Skip Knutsen, Senior Planner Amy Hess

## **Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

## **Presentations**

- A. Proclamation: Declaring October 2022 as Domestic Violence Awareness Month in Marysville

Mayor Nehring read the proclamation declaring October 2022 as Domestic Violence Awareness month.

- B. Project Update: Whiskey Ridge

Director Miller made a presentation regarding the Whiskey Ridge area development. She reviewed maps and photos of various projects and discussed related regulations including design standards.

Councilmember Muller said he knows of at least one developer that built an entire plat as rentals. He asked if the City knows ahead of time if someone intends to use the homes as rentals. Director Miller replied the City doesn't track or treat them differently. Councilmember Muller said he was just interested in knowing the rough percentage of rentals versus owned units. Director Miller indicated she could check with the planners to see if that information was available.

Councilmember King asked if they require the decorative street lighting. Director Laycock replied it is only required in certain areas.

Council President Norton asked if there have been any issues with parking or fire access with the auto courts. Director Miller did not think it was an issue. Director Laycock said he hadn't seen many parking complaints. There is plenty of street parking around the corner. They work closely with fire and garbage to make sure there is adequate access.

Councilmember James noted there is plenty of parking for visitors on the wider streets. He relayed a comment from a neighbor that the project next door was going to be all rental homes. He asked if the City was aware of that. Director Miller wasn't aware of any limitations related to this. She offered to look into it and follow up.

## **Audience Participation**

Ed Engel, spoke on behalf of Snohomish County Transportation Coalition, which is a mobility management coalition that advocates for connecting people and communities

in Snohomish County and beyond with safe, equitable, and accessible transportation. They prioritize considering the mobility needs of people of color, with disabilities, elderly people, low income people, youth, tribes, refugees, and those that speak English as a second language. The unifying factor of these groups is the low access to mobility options and being disproportionately impacted by traffic violence. He spoke in support of Vision Zero and the Safe System approach. He applauded Marysville's efforts to address traffic safety by entering into a partnership with the Washington State Traffic Safety Commission.

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

1. Approval of the September 6, 2022 Council Work Session Minutes

Councilmember Richards clarified that he was not at the September 6 Executive Session.

**Motion** to approve the September 6, 2022 Council Work Session Minutes moved by Councilmember King, seconded by Councilmember James.

**AYES: ALL**

2. Approval of the September 12, 2022 City Council Meeting Minutes

**Motion** to approve the September 12, 2022 City Council Meeting Minutes moved by Council President Norton, seconded by Councilmember King.

**VOTE: Motion carried 4-0**

**AYES:** Councilmember Condyles, Councilmember James, Councilmember King, Council President Norton

**ABSTAIN:** Councilmember Muller, Councilmember Richards

### **Consent**

3. Approval of the September 7, 2022 Claims in the Amount of \$467,438.02 Paid by EFT Transactions and Check Numbers 15778 through 157907
4. Approval of the September 9, 2022 Payroll in the Amount of \$1,597,396.25 Paid by EFT Transactions and Check Numbers 34131 through 34150
5. Approval of the September 14, 2022 Claims in the Amount of \$1,129,068.01 Paid by EFT Transactions and Check Numbers 157908 through 158009 with Check Number 157841 Voided
6. Approval of the September 21, 2022 Claims in the Amount of \$2,444,822.17 Paid by EFT Transactions and Check Numbers 158010 through 158160 with Check Number 155037 Voided

**Motion** to approve the Consent Agenda moved by Council President Norton, seconded by Councilmember Muller.

**AYES: ALL**

## **Review Bids**

## **Public Hearings**

7. Community Development Block Grant Program Year 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

Senior Planner Hess reviewed the CDBG Consolidated Annual Performance and Evaluation Report.

Councilmember King commented that the overlay project for the food bank access road was completed last week.

The public hearing was opened at 7:36 p.m. There were no comments. Seeing no comments, the public hearing was closed at 7:37 p.m.

**Motion** to approve the Community Development Block Grant Program Year 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and direct staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development moved by Councilmember Richards seconded by Councilmember King.

**AYES: ALL**

## **New Business**

8. Consider Approving the Memorandum of Understanding for Waste Data Pilot Project with Rubicon Global, LLC

Director Laycock reviewed the MOU with Rubicon Global who provides a software product that the City wants to pilot for three months at no cost for route management, customer service, and other automation and efficiencies. There will be a cost of \$3,100/month if the City desires to extend the service.

Councilmember Muller asked if there is a franchise fee after the pilot program. Director Laycock confirmed that there is a fee of about \$30,000 a year if they choose to continue. Councilmember Muller referred to push back from unions related to some tracking. Director Laycock replied that the union representatives support moving forward with this pilot. The City plans to negotiate with union representatives next year how technology is used.

Councilmember Richards asked about the cost recovery for this. Director Laycock replied they hope to know more by the end of the pilot project. The intention is to see how it might save money.



Councilmember Richards asked if it is just for garbage and sweeper trucks. Director Laycock said they are looking at using it on sweeper routes, and potentially in other ways like with snow and ice. Public Works Services Manager Skip Knutsen explained what could be included in a future budget request for the software package. He stated it would be about \$27,000 for the garbage trucks and then an additional cost of about \$100 per month per vehicle. One of the aims is to procure the licensing; the units are mobile so they can be moved around and reassigned in the system. Director Laycock added that at the conclusion of the study they want to make sure it is a product that they recommend and that is beneficial.

**Motion** to authorize the Mayor to approve the Memorandum of Understanding for Waste Data Pilot Project with Rubicon Global, LLC moved by Councilmember Muller seconded by Council President Norton.

**AYES: ALL**

9. Consider Approving the Project Acceptance for 2022 Citywide Roadway Re-Striping with Specialized Pavement Markings, LLC

Director Laycock reported that they got all the striping done this summer. This will close out the project with Specialized Pavement Markings. The price ultimately came in just under the total contract amount.

Councilmember Muller stated that the work was done very well.

Councilmember King asked if the City will consider purchasing its own striping machine in the future. Director Laycock replied that there will be a potential budget request for that.

**Motion** to authorize the Mayor to accept the Project Acceptance for 2022 Citywide Roadway Re-Striping with Specialized Pavement Markings, LLC moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

10. Consider Approving a Resolution Supporting the Tulalip Tribes' Application for Grant Funding through the Reconnecting Communities Pilot Program for Interchanges on Interstate 5

Director Laycock reviewed this resolution which would support the Tulalip Tribes grant application through a new federal program. The City has been working with the Tribes to help look for funds to bridge the funding gap of about \$15 million. The Tribes have requested a letter of support from the City which is included in the packet.

Council President Norton asked for an overview of the improvements that are being looked at. Director Laycock replied they decided on the full project which includes three roundabouts at 4th and four roundabouts at 88th.

**Motion** to authorize the Mayor to sign and execute Resolution 2522, supporting the Tulalip Tribes' Application for Grant Funding through the Reconnecting Communities Pilot Program for Interchanges on Interstate 5 moved by Councilmember James seconded by Councilmember Muller.

**AYES: ALL**

11. Consider Approving the Interagency Agreement with Washington Traffic Safety Commission Regarding Participation In and Grant Funding Associated With the Target Zero Task Force

Chief Scairpon reviewed this agreement between the City and the Washington Traffic Safety Commission in support of Target Zero. This agreement allows the City to receive extra money for special enforcements. He pointed out that there is a non-discriminatory clause within the agreement which prohibits any grant recipients or sub-recipients from any discriminatory practices in the commission of carrying out their duties. It also allows the City to receive reimbursement for certain traffic safety devices.

Councilmember Richards asked how this relates to other state regulations. Chief Scairpon reviewed this.

**Motion** to authorize the Mayor to sign and execute the Interagency Agreement with Washington Traffic Safety Commission Regarding Participation In and Grant Funding Associated with the Target Zero Task Force moved by Councilmember Richards seconded by Councilmember Condyles.

**AYES: ALL**

12. Consider Approving an Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges for in Ordinance No. 3160

Finance Director Wooldridge reviewed this request from Judge Towers regarding an amendment to pay classifications and grades or ranges.

**Motion** to approve Ordinance 3234, amending the 2021-2022 Biennial Budget and providing for the Establishment of Pay Classifications and Grades or Ranges for in Ordinance No. 3160 moved by Councilmember King seconded by Councilmember Richards.

**AYES: ALL**

## **Legal**

### **Mayor's Business**

13. Parks Board Appointment: Marques Oliver

**Motion** to approve the Parks Board Appointment of Marques Oliver moved by Council President Norton seconded by Councilmember Muller.

**AYES: ALL**

Other Comments from Mayor Nehring:

- There will be a ribbon cutting this Thursday at 11 a.m. at Premier Martial Arts.
- He enjoyed speaking on a public safety panel in Edmonds last week.
- He enjoyed being able to drive on 152nd this weekend.

### **Staff Business**

None

### **Call on Councilmembers and Committee Reports**

Councilmember Condyles reported that he rode along with Sgt. Tolbert last Saturday which was interesting but ended up being a really quiet night.

Councilmember James asked if street sweepers are scheduled to go through the new Whiskey Ridge neighborhoods. He received a comment from a resident who hasn't seen one in a couple years. Director Laycock replied that they should be.

Councilmember King:

- He was pleased that the access road to the food bank was overlaid with CDBG funds.
- He attended the presentation featuring Chief Fortney about challenges that law enforcement officials are facing.
- The Strawberry Festival float went to Leavenworth last weekend for the last parade of the year. They just ordered a new float after 25 years.

Councilmember Richards:

- He reported on the September 7 Parks, Culture, and Recreation meeting where they discussed a Strawberry Fields update, upcoming playground replacements, Mother Nature's Window wetland issues, Ebey Waterfront Park updates, and the new pump track public meeting on October 12.
- He commended SRO Wiseman who came out to Pinewood to hang out with the kids.
- He commended the road crews and noted that Shoultes looks great. 152nd is also nice.

Councilmember Muller said he recently returned from the east coast and got some great pictures of waterfront redevelopment in Philadelphia, Lancaster, and Pittsburgh as ideas of what is possible.

Council President Norton reported on the September 22 Public Safety meeting where they reviewed crime statistic numbers, staffing numbers, and new hires.

### **Adjournment**

**Motion** to adjourn at 8:06 p.m. moved by Councilmember Muller seconded by Councilmember Condyles.

**AYES: ALL**

The meeting was adjourned at 8:06 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** October 3, 2022 City Council Work Session Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[WS 10032022.docx](#)

City Council



1049 State Avenue  
Marysville, WA 98270

**Meeting Minutes  
October 3, 2022**

**Call to Order**

The meeting was called to order at 7:00 p.m.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller, Council President Kamille Norton

Absent: None

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Crystil Wooldridge, Community Development Director Haylie Miller, Public Works Director Jeff Laycock, Chief Erik Scairpon, Parks & Recreation Director Tara Mizell (via Zoom), IT Director Stephen Doherty, City Attorney Jon Walker, Communications Manager Connie Mennie

**Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

**Presentations**

A. Snohomish Health District - Update on Public Health in Snohomish County

Tony Colinas, Asst. Director of Environmental Health, Snohomish Health District, gave an update regarding the Snohomish Health District. He reviewed environmental health statistics (restaurant permits, food inspections, pool inspections, school inspections, septic complaints, and solid waste complaints), vital records customer service statistics for birth and death certificates, and prevention services provided for communicable diseases, maternal/child health, and healthy communities. There is a new health officer, Dr. James Lewis. The Health District will be integrating with Snohomish County and become a department within the county which should result in some efficiencies and be a benefit to citizens. The Health District's website has received 1.2 million web views this year. There will be a new Board of Health once the merger happens in 2023. They are always open to partnering in community outreach events.

Councilmember King asked if they intend to stay in the building they are currently in. Mr. Colinas replied that they do.

Councilmember Richards asked about the purpose of most website visits. Mr. Colinas thought people discovered the website during COVID and just continued to visit.

Councilmember Muller asked about the 2 to 1 ratio of deaths to births. Mr. Colinas thought it has been constant since 2015. He was unsure about the reason.

## **New Business**

1. Consider the Community Business Zone – Interim Regulations Extension

Director Miller discussed this item related to interim regulations for the Community Business zone. The focus of previous discussions has been specifically on the area south of Twin Lakes where staff was receiving inquiries from developers interested in doing multifamily development. The interim ordinance was adopted in May while staff looked into options for the code.

Staff has come to the conclusion that the area south of Twin Lakes would benefit from a form-based code or master plan where the zoning would be more specific regarding what the buildings look like and where they are located. Right now the code requires 100% commercial on the bottom floor with residential on top. Staff spoke with several retail experts in the area and came to the conclusion that all the major retailers are already there. This area would likely benefit from a specialty retailer or neighborhood retail uses with some residential. Staff is considering that this area could have a more strategic use for commercial. The 88th Street Master Plan adopted a few years ago shows commercial on the ground level but allows it to be placed on busy streets or on the corners.

Staff is proposing holding a public hearing on October 24 to extend the interim regulations for another six months while they work through the process with the Planning Commission and implement Council's direction thus far. This may include a

lower amount of units with some flexibility about where the units are placed and where the commercial is placed.

Councilmember Muller asked if they talked about the future freeway access point and future freeway service needs with the retail experts. Director Miller replied that they did mention that the interchange would open up that area to more commercial uses. They talked to five or six different groups that develop all over the region who thought it would be a good place for commercial, but wouldn't develop into the same sort of commercial that is seen north of there. Smaller neighborhood uses, service retail, and local retail would definitely be an option.

2. Consider the Washington State Department of Commerce Local Government Division Growth Management Services – Early Implementation Climate Planning Grant in the Amount of \$80,000.00

Director Miller explained this is a competitive grant the City was awarded for implementation of a Climate Action Plan in the Comprehensive Plan. It is not a required element in this plan, but staff believes it will be in the future. Staff has consulted with an expert in this to explore vulnerability and risk impacts in Marysville especially focusing on vulnerable populations.

Councilmember James asked if the consultant would just be an advisory position. Director Miller affirmed that the study would just give recommendations to the City.

3. Consider the Supplemental Agreement No. 8 with HDR, Inc. on the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project in the Amount of \$353,339.73 for a Total Allocation of \$3,573,560.33

Director Laycock reviewed this supplemental agreement for the State Avenue widening project. They are planning to go out to bid later this year.

4. Consider the Purchase Order Authorization with King County Directors Association for the Comeford Playground Replacement in the Amount of \$296,540.00

Director Laycock reviewed this item regarding the Comeford playground replacement. Staff has selected Northwest Playground Equipment for the equipment and is requesting authorization of the purchase.

Council President Norton asked if this is the first location to have the artificial grass. Director Mizell replied that Cedar Fields has this, and it works very well. However, in the future they will make sure there is a clear delineation between gravel areas and the artificial grass. She stated that it is more cost effective in the long run.

Councilmember King asked about a life expectancy for the artificial grass. Director Mizell replied that the surfacing can vary depending on conditioning but they are hearing from neighbors that 10-15 years is the norm.



5. Consider the Purchase Order Authorization with King County Directors Association for the Harborview Playground Replacement in the Amount of \$172,287.54

This is similar to the above item but for Harborview playground replacement.

Councilmember Richards asked if this one would have wood chips. Director Laycock confirmed that it would.

6. Consider the Allocation Agreement for Opioid Settlement

City Attorney Walker reviewed this item. He recommended that the Council authorize the Mayor to sign and execute this agreement so the City can get the money. He recommended checking the box on page 9 regarding the MOU.

7. Consider the Evidence Building Professional Services Agreement with Botesch, Nash & Hall in the Amount of \$325,485.00

CAO Hirashima reviewed this item related to a new outdoor evidence facility for the Police Department. This item is a Professional Services Agreement with Botesch, Nash & Hall to finish the outdoor evidence facility at the site of the former Quilceda Auto yard facility in the amount of \$328,485.

Councilmember James noted that this is on the creek. He asked if anyone has looked at the lahar route in the event that there is volcanic activity from Glacier Peak. CAO Hirashima was not sure. (Councilmember James later reported that he had looked it up, and the flow would not be near this site).

Councilmember Condyles asked if the size would be adequate since it is smaller than they hoped. CAO Hirashima commented that it would be full, but the configuration is better than the existing location. There is another smaller building that could potentially be upgraded if needed in the future or they could build a second bigger building. The site would accommodate this. There could also be an option to build something like a carport.

Councilmember Richards asked about security risks in the area. CAO Hirashima explained they expect to spend additional money on security systems to surveil the property.

8. Consider a Resolution to re-schedule a Public Hearing for November 28, 2022 for Consideration of Vacating Unutilized Portion of Right of Way that was dedicated by the Plat Recorded under AFN 1111391

Director Miller reviewed this item regarding a hearing to consider the vacation of a portion of right-of-way per the plat of Kanikeberg Homesites for November 28. This resolution would set a new date for the hearing.

## **Mayor's Business**

Mayor Nehring said he attended the Premier Martial Arts ribbon cutting which was a great event. The Snohomish County Cites meeting was really good last week.

## **Staff Business**

Director Mizell:

- She gave an update on changes at Ebey Waterfront Park. Last week streets maintenance was able to restripe the parking area which will be used for trail parking. Hydroseeding is done, so it is starting to look greener down there. The two-hour parking signs are on order for the area. Staff is working with Park Mobile to get signage ready and launch the new parking program in the new year. Staff hopes to get the bollards and chains for the grasscrete area installed in November. They are still waiting for the RFP to go out for the dock replacement.
- The rest stop area at Smokey Point was closed for a few days this week so the City is seeing an uptick in activity because of this.
- She thanked the Parks team for getting purple lights for Domestic Violence Awareness up on the bridge. Staff is looking forward to the walk on Thursday at 11:00.

City Attorney Walker stated the need for an executive session for one item regarding purchase of real estate for 10 minutes with no action expected.

CAO Hirashima reported that staff is working on another national community survey. The last one was done in 2016. The goal is to issue it in early November with reports back to the City in January. This is a standardized national community survey issued throughout the country which allows the City to benchmark against last results and also other cities around the country.

Councilmember Richards asked about potentially timing the survey so it's not being conducted around election time. CAO Hirashima indicated they could delay the survey if it is the Council's desire. Council President Norton wondered if there are better responses at different times of the year. CAO Hirashima said they didn't indicate it would be an issue. Council President Norton commented that she wasn't concerned about the timing.

## **Call on Councilmembers and Committee Reports**

Councilmember Condyles said he went on a Public Works facility tour with other councilmembers today which was very interesting.

Councilmember James reported that he also went to the Premier Martial Arts ribbon cutting on Thursday the 29th. It was great to see them opening up. He also noted that the purple lights on the bridge look great.

Councilmember King reported that he also attended the ribbon cutting. He got a tour of the Civic Center campus last week. He was very impressed with the Public Works tour today.

Councilmember Stevens said he was sorry he missed the tour today.

Councilmember Richards had no comments.

Councilmember Muller:

- He commented that the candidate forum last Friday was one of the best he has seen. It was a great opportunity to hear from all the candidates. He thought Mark James did very well.
- He bought his purple shirt for the Domestic Violence Awareness walk on Thursday.
- He thinks the solicitation for the new fire chief will be starting this week.

Councilmember Norton thanked Director Laycock and his crew for showing the Council around today. She expressed appreciation to the people who make those important systems work for the community.

### **Adjournment/Recess**

The meeting went into recess at 7:56 p.m. and reconvened into executive session at 8:02 p.m.

### **Executive Session**

Executive session started at 8:02 for ten minutes for one item related to real estate with no action expected. Executive Session was extended for an additional five minutes.

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

### **Reconvene**

The executive session ended and the regular meeting reconvened at 8:17 p.m.

### **Adjournment**

**Motion** to adjourn the meeting moved by Councilmember Richards seconded by Council President Norton.

**AYES: ALL**

The meeting was adjourned at 8:17 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** September 23, 2022 Payroll in the Amount of \$1,758,091.59  
Paid by EFT Transactions and Check Numbers 34151 through  
34165

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** September 28, 2022 Claims in the Amount of \$958,167.49 Paid by EFT Transactions and Check Numbers 158161 through 158273 with Check Numbers 157681, 158215 and 158235 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[092822.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/28/2022 TO 9/28/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158161	REVENUE, DEPT OF	EXCISE TAXES	CITY CLERK	0.90
	REVENUE, DEPT OF		POLICE ADMINISTRATION	14.12
	REVENUE, DEPT OF		GENERAL FUND	274.41
	REVENUE, DEPT OF		WATER/SEWER OPERATION	789.80
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,283.98
	REVENUE, DEPT OF		CITY FACILITIES	2,591.02
	REVENUE, DEPT OF		STORM DRAINAGE	8,074.92
	REVENUE, DEPT OF		GOLF COURSE	25,454.55
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	42,114.45
	REVENUE, DEPT OF		UTIL ADMIN	69,048.90
158162	STATE AUDITORS OFFICE	AUDIT PERIOD 2021	NON-DEPARTMENTAL	6,637.10
	STATE AUDITORS OFFICE		UTIL ADMIN	6,637.10
	STATE AUDITORS OFFICE		UTIL ADMIN	13,768.87
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	13,768.88
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	16,979.62
	STATE AUDITORS OFFICE		UTIL ADMIN	16,979.63
158163	REVENUE, DEPT OF	EXCISE TAXES AUG 2022	RECREATION SERVICES	0.09
	REVENUE, DEPT OF		CITY CLERK	0.90
	REVENUE, DEPT OF		POLICE ADMINISTRATION	21.15
	REVENUE, DEPT OF		WATER/SEWER OPERATION	406.71
	REVENUE, DEPT OF		GENERAL FUND	765.11
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,200.63
	REVENUE, DEPT OF		STORM DRAINAGE	8,691.51
	REVENUE, DEPT OF		GOLF COURSE	24,602.17
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	37,354.44
	REVENUE, DEPT OF		UTIL ADMIN	83,374.69
158164	LICENSING, DEPT OF	DRIVING ABSTRACT - COWAN	PERSONNEL ADMINISTRATION	13.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - SHARDLOW	PERSONNEL ADMINISTRATION	13.00
158165	PREMERA BLUE CROSS	CLAIMS PAID 9/11 TO 9/17/22	MEDICAL CLAIMS	66,868.85
	PREMERA BLUE CROSS	CLAIMS PAID 9/4 TO 9/10/22	MEDICAL CLAIMS	151,168.93
158166	911 SUPPLY INC.	TIE BAR - BURKHOLDER	DETENTION & CORRECTION	38.24
	911 SUPPLY INC.	UNIFORM - LONG	COMMUNITY SERVICES UNIT	165.15
158167	ALEXANDER PRINTING	PRINTING SERVICE	COMMUNITY SERVICES UNIT	92.84
	ALEXANDER PRINTING	BUSINESS CARDS	K9 PROGRAM	94.41
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	96.98
	ALEXANDER PRINTING		POLICE PATROL	154.02
	ALEXANDER PRINTING		POLICE PATROL	670.23
158168	ALPINE PRODUCTS INC	CHEVRON HUMP SYMBOL	TRANSPORTATION	1,284.75
158169	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	12.02
	AMAZON CAPITAL		POLICE ADMINISTRATION	26.25
	AMAZON CAPITAL		POLICE INVESTIGATION	29.28
	AMAZON CAPITAL		POLICE INVESTIGATION	60.17
	AMAZON CAPITAL	TOURNIQUET REPLACEMENT	POLICE PATROL	80.94
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	94.70
	AMAZON CAPITAL	CRIME PREVENTION	CRIME PREVENTION	109.39
	AMAZON CAPITAL		CRIME PREVENTION	131.88
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	140.04
158170	ANDERSON, TYLER & DA	UB REFUND	WATER/SEWER OPERATION	12.33
158171	APSCO, INC.	WEST TRUNK PUMP PARTS	SEWER LIFT STATION	6,591.91
158172	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	62.71

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/28/2022 TO 9/28/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158173	BAILEY, JOHN LELAND	UB REFUND	WATER/SEWER OPERATION	60.54
158174	BALDWIN DESIGN, CHRI	GRAPHIC DESIGN	RECREATION SERVICES	1,500.00
158175	BANK OF AMERICA	BANQUET - NEHRING	EXECUTIVE ADMIN	57.24
158176	BANK OF AMERICA	SUBSCRIPTION	EXECUTIVE ADMIN	154.49
158177	BANK OF AMERICA	UNIFORMS	POLICE INVESTIGATION	5.86
	BANK OF AMERICA		POLICE PATROL	54.68
	BANK OF AMERICA		POLICE INVESTIGATION	322.90
158178	BANK OF AMERICA	TRAVEL/WELLNESS EVENT	MEDICAL CLAIMS	188.45
	BANK OF AMERICA		LEGAL - PROSECUTION	551.66
158179	BANK OF AMERICA	SUPPLIES	GENERAL FUND	-16.54
	BANK OF AMERICA		POLICE PATROL	7.64
	BANK OF AMERICA		POLICE INVESTIGATION	51.81
	BANK OF AMERICA		OFFICE OPERATIONS	131.15
	BANK OF AMERICA		CAPITAL EXPENDITURES	921.30
	BANK OF AMERICA		POLICE PATROL	1,074.93
158180	BANK OF AMERICA	TRAVEL/TRAINING	POLICE PATROL	-108.20
	BANK OF AMERICA		GENERAL FUND	-41.57
	BANK OF AMERICA		POLICE ADMINISTRATION	102.20
	BANK OF AMERICA		DETENTION & CORRECTION	427.21
	BANK OF AMERICA		POLICE PATROL	483.79
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,785.00
158181	BANK OF AMERICA		POLICE ADMINISTRATION	30.00
	BANK OF AMERICA		POLICE PATROL	767.61
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,159.98
158182	BANK OF AMERICA	ADVERTISING/SUPPLIES	GENERAL FUND	-28.48
	BANK OF AMERICA		POLICE ADMINISTRATION	315.94
	BANK OF AMERICA		POLICE ADMINISTRATION	331.42
	BANK OF AMERICA		POLICE ADMINISTRATION	2,542.46
158183	BARKER, ROCHELLE	SNOH. COUNTY TREASURER	GMA - STREET	10.00
158184	BENEFIT COORDINATORS	OCT 2022 PREMIUMS	MEDICAL CLAIMS	148,693.62
158185	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,965.59
	BILLING DOCUMENT SPE		UTILITY BILLING	4,711.06
158186	BIO CLEAN, INC	CAR CLEANING	POLICE PATROL	842.38
158187	BIRAK, MANDEEP & HAR	UB REFUND	WATER/SEWER OPERATION	196.82
158188	BOGART, DON		WATER/SEWER OPERATION	76.63
158189	BURTIS, MICHAEL	LODGING FOR PRE-EMPLOYMENT	POLICE ADMINISTRATION	299.00
158190	BYRNE, MIKE & KIMBER	UB REFUND	WATER/SEWER OPERATION	334.40
158191	CASCADE COLUMBIA	PAX XL	WASTE WATER TREATMENT	15,584.25
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,043.09
158192	CATERING BY TARA	CATERING	RECREATION SERVICES	820.50
158193	CATHOLIC COMMUNITY	CCS - CHORE SERVICES JULY	COMMUNITY	139.31
	CATHOLIC COMMUNITY	CCS - CHORE SERVICES AUGUST	COMMUNITY	417.91
158194	CLEAN CUT TREE & STU	TREE REMOVAL/STUMP GRINDING	ROADSIDE VEGETATION	1,586.30
158195	CLEARWATER PACKAGE	SUPPLIES	GENERAL FUND	-39.82
	CLEARWATER PACKAGE		DETENTION & CORRECTION	463.35
158196	CLEMENTS, ANGELA	UB REFUND	WATER/SEWER OPERATION	92.00
158197	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.13
158198	CORRECTIONS, DEPT OF	INMATE PAY FOR SEPT 2022	PARK & RECREATION FAC	165.23
	CORRECTIONS, DEPT OF		WASTE WATER TREATMENT	197.92
158199	COUNTRY GREEN TURF	HYDRO SEEDING LAWN MIX	GMA-PARKS	962.72
158200	DE-EL ENTERPRISES	INSTALLATION OF BLINDS	CAPITAL EXPENDITURES	532.78



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/28/2022 TO 9/28/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158201	DICKS TOWING	TOWING 22-40918	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-41990	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-42197	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-42234	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-41009	POLICE PATROL	155.08
158202	E&E LUMBER	PVC PIPE	GMA-PARKS	15.74
	E&E LUMBER	GLUE	GMA-PARKS	19.42
	E&E LUMBER	PAINT FOR GRAFFITI	POLICE PATROL	35.66
	E&E LUMBER	3/8 X 8 X 16 SMARTSIDE	SIDEWALK MAINTENANCE	48.28
	E&E LUMBER	REPAIR ITEMS FOR DUPLEX	FACILITY REPLACEMENT	149.00
	E&E LUMBER	NEUTRAL STAIN	PARK & RECREATION FAC	306.69
158203	ENVIRONMENTAL PRODUC	ALUMINUM TUBE	WATER/SEWER OPERATION	-83.19
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	968.18
158204	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	50.58
	FERRELLGAS		TRAFFIC CONTROL DEVICES	50.58
158205	GEOTEST SERVICES INC	MATERIAL TESTING	SURFACE WATER CAPITAL	574.15
158206	GRAINGER	PATCH CORD	WATER RESERVOIRS	30.19
	GRAINGER		WATER RESERVOIRS	91.22
	GRAINGER	WINDOW KIT	PUMPING PLANT	126.16
158207	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	168.94
	GRANITE CONST		WATER DIST MAINS	268.83
158208	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
158209	HD FOWLER COMPANY	GASKETS	SEWER MAIN COLLECTION	55.98
	HD FOWLER COMPANY	REPAIR SUPPLIES	GMA-PARKS	1,113.49
158210	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	2,762.80
	HDR ENGINEERING		GMA - STREET	7,006.71
158211	HOLIDAY, DAN & CONNI	UB REFUND	WATER/SEWER OPERATION	16.07
158212	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	34.64
	HOME DEPOT USA		CUSTODIAL SERVICES	37.85
	HOME DEPOT USA		CUSTODIAL SERVICES	40.74
	HOME DEPOT USA		CUSTODIAL SERVICES	41.75
	HOME DEPOT USA		CUSTODIAL SERVICES	277.79
	HOME DEPOT USA		CUSTODIAL SERVICES	480.46
	HOME DEPOT USA	INVENTORY ITEMS	ER&R	1,197.09
158213	JONES, CHRIS	MILEAGE REIMBURSEMENT	POLICE PATROL	397.13
158214	JORGENSEN, JASON	UB REFUND	WATER/SEWER OPERATION	241.34
158216	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	6.53
158217	K-A GENERAL CONSTRUC	OPERA HOUSE PAINTING/RETAINAGE	GENERAL FUND	-4,999.91
	K-A GENERAL CONSTRUC		OPERA HOUSE	109,397.93
158218	KAISER PERMANENTE	PRE-EMPLOYMENT MEDICAL	POLICE ADMINISTRATION	1,387.00
158219	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
158220	KENWORTH NORTHWEST	FUEL/WATER SEPARATOR - INVENTORY	ER&R	258.99
158221	LABOR & INDUSTRIES	RIGHT TO KNOW 2022 FEE	UTIL ADMIN	640.00
158222	LANGUAGE LINE	CREDIT FOR INV. 10256376	POLICE INVESTIGATION	-8.51
	LANGUAGE LINE	SERVICE	POLICE INVESTIGATION	20.86
158223	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	173.25
158224	LIPSCOMB, MATTHEW	UB REFUND	WATER/SEWER OPERATION	138.03
158225	LUELLEN, DAN		WATER/SEWER OPERATION	89.35
158226	MARYSVILLE FIRE	INMATE EMERGENCY TRANSPORT	DETENTION & CORRECTION	434.37
158227	MARYSVILLE FOOD BANK	CDBG-FOOD BANK JULY-AUG	COMMUNITY	19,152.12
158228	MARYSVILLE, CITY OF	UTILITY SERVICE	SUNNYSIDE FILTRATION	137.52

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/28/2022 TO 9/28/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158228	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	214.50
	MARYSVILLE, CITY OF		SUNNYSIDE FILTRATION	304.56
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	437.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,364.19
158229	MCKENNA, DAVID	INSTRUCTOR TRAINING	POLICE PATROL	908.50
158230	MCKESSON MEDICAL	FINANCE CHARGE	DETENTION & CORRECTION	52.42
158231	MILNER, JACOB	GIS CONFERENCE	COMPUTER SERVICES	384.80
158232	MIZELL, TARA	CONFERENCE	RECREATION SERVICES	32.77
	MIZELL, TARA		PERSONNEL ADMINISTRATION	100.98
	MIZELL, TARA		RECREATION SERVICES	307.21
158233	MONTANA, RHONDA & JA	UB REFUND	WATER/SEWER OPERATION	249.53
158234	MOTOR TRUCKS	FUEL FILTER #J064	EQUIPMENT RENTAL	103.30
158236	NIELD, JOHN	PER-DIEM FOR MILEAGE	FINANCE-GENL	84.12
158237	NORTH SOUND HOSE	DUST CAP	SUNNYSIDE FILTRATION	41.81
158238	NORTHWEST HYDRAULIC	PLANNING PROFESSIONAL	STORM DRAINAGE	1,650.25
158239	ODP BUSINESS SOLUTIO	SUPPLIES	K9 PROGRAM	17.92
	ODP BUSINESS SOLUTIO	COPY PAPER	UTILITY BILLING	183.73
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	246.05
158240	PACIFIC POWER BATTER	PORTABLE POWER INVERTOR	TRAFFIC CONTROL DEVICES	70.53
158241	PEREIRA, BIRCH PRESC	ENTERTAINMENT	RECREATION SERVICES	600.00
158242	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,640.00
158243	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	64.01
158244	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #202499489	COMMUNITY EVENTS	22.05
	PUD	ACCT #202031134	PUMPING PLANT	22.26
	PUD	ACCT #220761803	OPERA HOUSE	22.79
	PUD	ACCT #201672136	SEWER LIFT STATION	23.29
	PUD	ACCT #222871949	PARK & RECREATION FAC	23.52
	PUD	ACCT #202012589	PARK & RECREATION FAC	27.71
	PUD	ACCT #202368551	PARK & RECREATION FAC	27.99
	PUD	ACCT #202476438	SEWER LIFT STATION	33.56
	PUD	ACCT #201668043	PARK & RECREATION FAC	35.05
	PUD	ACCT #202178158	SEWER LIFT STATION	36.32
	PUD	ACCT #223013277	AFFORDABLE HOUSING	36.72
	PUD	ACCT #201065281	PARK & RECREATION FAC	37.50
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	44.40
	PUD	ACCT #203005160	STREET LIGHTING	45.21
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	53.95
	PUD	ACCT #202694337	TRANSPORTATION	55.18
	PUD	ACCT #202368544	TRANSPORTATION	56.97
	PUD	ACCT #200571842	TRANSPORTATION	58.66
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	61.77
	PUD	ACCT #203199732	TRANSPORTATION	64.30
	PUD	ACCT # 222772634	TRANSPORTATION	66.62
	PUD	ACCT #202000329	PARK & RECREATION FAC	67.22
	PUD	ACCT #203430897	STREET LIGHTING	69.38
	PUD	UTILITY SERVICE	PARK & RECREATION FAC	74.94
	PUD	ACCT #200625382	SEWER LIFT STATION	86.38
	PUD	ACCT #200084036	TRANSPORTATION	95.92
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	96.89

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/28/2022 TO 9/28/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158244	PUD	ACCT #201021698	PARK & RECREATION FAC	131.80
	PUD	ACCT #203223458	PARK & RECREATION FAC	143.05
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	155.19
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	171.61
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	182.00
	PUD	ACCT #201021607	PARK & RECREATION FAC	200.96
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	208.31
	PUD	ACCT #200070449	TRANSPORTATION	229.75
	PUD	ACCT #201247699	STREET LIGHTING	267.60
	PUD	ACCT #220761175	OPERA HOUSE	392.30
	PUD	ACCT #220824148	WASTE WATER TREATMENT	524.02
	PUD	ACCT #202689287	WASTE WATER TREATMENT	538.05
	PUD	ACCT #200586485	SEWER LIFT STATION	733.60
	PUD	ACCT #200223857	PARK & RECREATION FAC	814.43
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,292.63
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,772.46
	PUD	ACCT #201147253	PUMPING PLANT	1,867.29
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,757.12
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,181.19
	PUD	ACCT #201577921	PUMPING PLANT	8,045.21
	PUD	ACCT #201420635	WASTE WATER TREATMENT	10,006.00
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,284.84
	PUD	ACCT #201721180	WASTE WATER TREATMENT	27,572.64
158245	PUGET SOUND SECURITY	GENERATOR COVER LOCK REPAIR	SEWER LIFT STATION	21.88
158246	REECE TRUCKING	SMOKEY POINT BLVD HUMPS	ROADWAY MAINTENANCE	4,306.32
158247	RYAN, LINDSEY	WFOA CONFERENCE	FINANCE-GENL	58.88
158248	SANMIGUEL, SHELLEY	INSTRUCTOR TRAINING	POLICE PATROL	908.50
158249	SCORE	SCORE HOUSING - AUGUST	DETENTION & CORRECTION	12,261.12
158250	SHERWIN WILLIAMS	PAINT FOR DUPLEX	FACILITY REPLACEMENT	848.18
158251	SISKUN POWER EQUIPMENT	CHAIN SAW REPAIR	SMALL ENGINE SHOP	268.42
158252	SNO CO AUDITOR	REPLENISHMENT ACCOUNT #1532	DEVELOPMENT SERVICES	206.50
	SNO CO AUDITOR	REPLENISHMENT ACCT #1532	GMA - STREET	209.50
158253	SOLID WASTE SYSTEMS	ARM STOPPER #J042	EQUIPMENT RENTAL	288.60
158254	STANWOOD CAMANO NEWS	ADVERTISING	OPERA HOUSE	410.00
158255	SUMMIT FOOD SERVICE	INMATE MEALS	DETENTION & CORRECTION	31,212.00
158256	SUN BADGE CO	BADGES FOR DETECTIVES	GENERAL FUND	-82.25
	SUN BADGE CO		POLICE INVESTIGATION	957.25
158257	SUPERIOR RESTROOMS	RESTROOM SERVICE	ROADSIDE VEGETATION	142.22
158258	THYSSENKRUPP ELEVATO	PLATINUM FULL MAINTENANCE	CITY HALL	346.82
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	346.82
158259	TRUE NORTH EQUIPMENT	WIND SCREEN #CC16	EQUIPMENT RENTAL	546.22
158260	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	20.49
158261	UNITED SITES OF MARY	RESTROOM SERVICE	PARK & RECREATION FAC	459.61
	UNITED SITES OF MARY		PARK & RECREATION FAC	724.80
158262	USA BLUEBOOK	GLASS FIBER FILTERS	WASTE WATER TREATMENT	324.92
	USA BLUEBOOK	GLI CONDUCTIVITY SENSOR	WASTE WATER TREATMENT	720.72
158263	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	385.64
158264	WESTERN EQUIPMENT	REPAIR PARTS FOR #W023	SMALL ENGINE SHOP	1,184.27
158265	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	219.68
	WESTERN FACILITIES		DETENTION & CORRECTION	2,151.15
158266	YOUNG BARNETT, KIMBE	UB REFUND	WATER/SEWER OPERATION	257.15

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 9/28/2022 TO 9/28/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158267	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	57.69
158268	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	63.73
158269	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	78.35
158270	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	92.15
158271	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	116.22
158272	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	116.84
158273	ZIPLY FIBER	ACCT #3606534028	CITY HALL	119.05

**WARRANT TOTAL: 1,107,814.55**

STATE OF WASHINGTON-DEPT OF REVENUE	VOID	157681	INITIATOR ERROR	\$149,647.06
JUDD & BLACK	VOID	158215	INITIATOR ERROR	\$3,370.10
GENUINE PARTS COMPANY-NAPPA AUTO PARTS	VOID	158235	INITIATOR ERROR	\$8.66
GENUINE PARTS COMPANY-NAPPA AUTO PARTS	VOID	158235	INITIATOR ERROR	\$32.84
GENUINE PARTS COMPANY-NAPPA AUTO PARTS	VOID	158235	INITIATOR ERROR	\$-32.84

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: \$958,167.49**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** October 5, 2022 Claims in the Amount of \$825,822.29 Paid by EFT Transactions and Check Numbers 158274 through 158391

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[100522.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158274	US BANK	P-CARD PAYMENT	GENERAL FUND	-44.27
	US BANK		INFORMATION SERVICES	-29.52
	US BANK		GENERAL FUND	-18.68
	US BANK		COMPUTER SERVICES	1.16
	US BANK		EXECUTIVE ADMIN	10.04
	US BANK		FINANCE-GENL	25.00
	US BANK		CITY COUNCIL	25.00
	US BANK		EXECUTIVE ADMIN	25.00
	US BANK		CITY COUNCIL	49.71
	US BANK		CITY COUNCIL	49.71
	US BANK		EXECUTIVE ADMIN	54.15
	US BANK		FINANCE-GENL	56.34
	US BANK		TRANSPORTATION	70.00
	US BANK		GENERAL	75.00
	US BANK		CITY CLERK	86.25
	US BANK		EXECUTIVE ADMIN	86.25
	US BANK		FINANCE-GENL	86.25
	US BANK		PERSONNEL ADMINISTRATION	86.25
	US BANK		UTILITY BILLING	86.25
	US BANK		LEGAL - PROSECUTION	86.25
	US BANK		COMPUTER SERVICES	109.38
	US BANK		EXECUTIVE ADMIN	110.62
	US BANK		COMMUNITY	114.88
	US BANK		FINANCE-GENL	131.81
	US BANK		UTILITY BILLING	164.76
	US BANK		MUNICIPAL COURTS	165.95
	US BANK		WASTE WATER TREATMENT	172.64
	US BANK		EXECUTIVE ADMIN	217.38
	US BANK		EXECUTIVE ADMIN	218.72
	US BANK		COMPUTER SERVICES	275.00
	US BANK		EXECUTIVE ADMIN	305.19
	US BANK		COMPUTER SERVICES	343.52
	US BANK		EXECUTIVE ADMIN	350.00
	US BANK		CITY COUNCIL	447.20
	US BANK		TRAINING	485.00
	US BANK		CITY COUNCIL	495.00
	US BANK		COMPUTER SERVICES	500.00
	US BANK		EXECUTIVE ADMIN	515.25
	US BANK		RECREATION SERVICES	530.00
	US BANK		UTILITY BILLING	565.34
	US BANK		WATER FILTRATION PLANT	788.64
	US BANK		EXECUTIVE ADMIN	830.68
	US BANK		COMPUTER SERVICES	864.00
	US BANK		COMPUTER SERVICES	927.71
	US BANK		RECREATION SERVICES	1,091.75
	US BANK		ENGR-GENL	1,150.00
	US BANK		CAPITAL EXPENDITURES	9,244.30
158275	US BANK	MARWAT14	ENTERPRISE D/S	380,150.00
158276	911 SUPPLY INC.	UNIFORM - MORASCO	POLICE PATROL	190.62
	911 SUPPLY INC.	UNIFORM - THAMMARAT	DETENTION & CORRECTION	1,049.18
158277	ALEXANDER PRINTING	OUTREACH SUPPLIES	EXECUTIVE ADMIN	295.46

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158277	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	830.05
158278	AMAZON CAPITAL	CREDIT FOR INV #1CW3-6KFQ-4VF6	COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL		COMMUNITY EVENTS	-29.48
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	9.90
	AMAZON CAPITAL	BOX CUTTERS	POLICE ADMINISTRATION	12.79
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	14.21
	AMAZON CAPITAL	TECHNOLOGY ACCESSORIES	COMPUTER SERVICES	17.34
	AMAZON CAPITAL	NETWORK CARD	MAINT OF GENL PLANT	20.78
	AMAZON CAPITAL	SUPPLIES	COMMUNITY SERVICES UNIT	27.18
	AMAZON CAPITAL	NETWORK INTERFACE CARDS	COMPUTER SERVICES	62.37
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	70.00
	AMAZON CAPITAL	SHELVES	POLICE ADMINISTRATION	94.07
	AMAZON CAPITAL	SUPPLIES	COMMUNITY SERVICES UNIT	100.08
	AMAZON CAPITAL	POWER STRIPS	POLICE ADMINISTRATION	102.81
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	111.00
	AMAZON CAPITAL		POLICE ADMINISTRATION	140.25
	AMAZON CAPITAL	NET GEAR SWITCHES	MAINT OF GENL PLANT	144.40
	AMAZON CAPITAL	GRAPHICS CARDS	MAINT OF GENL PLANT	170.67
	AMAZON CAPITAL	TOTES	CRIME PREVENTION	179.40
	AMAZON CAPITAL	13" MONITOR	COMPUTER SERVICES	185.96
	AMAZON CAPITAL	HP PRINTER	OFFICE OPERATIONS	240.67
	AMAZON CAPITAL	CHAMBERS MONITOR AND ADAPTER	CAPITAL EXPENDITURES	243.41
	AMAZON CAPITAL	TECHNOLOGY ACCESSORIES	COMPUTER SERVICES	408.14
158279	ANDERSON, CHRISTIAN	UB REFUND	GARBAGE	429.23
158280	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	62.46
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	168.35
158281	ASSOC OF SHERIFFS	REGISTRATION FOR TRAINING	POLICE TRAINING-FIREARMS	100.00
	ASSOC OF SHERIFFS		POLICE TRAINING-FIREARMS	200.00
158282	AYARS, AMBER & JEFF	UB REFUND	WATER/SEWER OPERATION	86.11
158283	BAISCH, LYNN	REFUND BAISCH MEMORIAL	GENERAL FUND	250.00
158284	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	2,154.36
158285	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	382.36
158286	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	189.00
	BOMAR, RICK		RECREATION SERVICES	252.00
	BOMAR, RICK		RECREATION SERVICES	252.00
	BOMAR, RICK		RECREATION SERVICES	252.00
158287	BRADLEY, JERRY	UB REFUND	GARBAGE	52.00
158288	BRILL, VICTORIA	REFUND PICKLEBALL	PARKS-RECREATION	60.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158289	BROCK, TIMOTHY	UB REFUND	WATER/SEWER OPERATION	196.49
158290	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	354.00
158291	BUELL REALTIME REPO	TRANSCRIPTION	RISK MANAGEMENT	454.25
	BUELL REALTIME REPO		RISK MANAGEMENT	905.25
	BUELL REALTIME REPO		RISK MANAGEMENT	978.40
158292	BURROWS, BILL & TERE	UB REFUND	WATER/SEWER OPERATION	14.09
158293	CAMPBELL, VICKIE		WATER/SEWER OPERATION	322.58
158294	CARTMILL, PATTI	REFUND YOGA FOR SENIORS	PARKS-RECREATION	30.00
158295	CASTLE TIRE DISPOSAL	JUNK TIRE DISPOSAL	EQUIPMENT RENTAL	524.96
158296	CHARGEPOINT, INC.	DC CHARGING STATIONS	CAPITAL EXPENDITURES	131,190.29
158297	CLEAN CUT TREE & STU	TREE REMOVAL	FORESTRY MAINTENANCE	4,376.00
158298	CNR INC	MITEL IP PHONE WITH HEADSET	MUNICIPAL COURTS	576.32
	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
158299	COASTAL COMM BANK	RETAINAGE - ESCROW ACCOUNT	GMA-PARKS	1,134.72
	COASTAL COMM BANK		GMA-PARKS	2,378.83
	COASTAL COMM BANK		GMA-PARKS	2,764.78
158300	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	531.78
158301	COPIERS NORTHWEST	PRINTER/COPIER	PROPERTY TASK FORCE	44.15
	COPIERS NORTHWEST		PROBATION	95.72
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTILITY BILLING	126.63
	COPIERS NORTHWEST		CITY CLERK	141.24
	COPIERS NORTHWEST		FINANCE-GENL	141.24
	COPIERS NORTHWEST		LEGAL - PROSECUTION	145.59
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.76
	COPIERS NORTHWEST		ENGR-GENL	159.66
	COPIERS NORTHWEST		EXECUTIVE ADMIN	184.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.89
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.88
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		POLICE PATROL	286.34
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	313.64
	COPIERS NORTHWEST		PARK & RECREATION FAC	344.49
	COPIERS NORTHWEST		UTIL ADMIN	387.41
	COPIERS NORTHWEST		COMMUNITY	472.52
	COPIERS NORTHWEST		OFFICE OPERATIONS	752.35
158302	CRJ SERVICES INC	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
158303	DELL	MONITOR	ENGR-GENL	639.97
158304	DICKS TOWING	TOWING 22-41352	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-41371	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-43213	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-43622	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-43780	POLICE PATROL	77.54
	DICKS TOWING	TOWING KIRKLAND TOW	POLICE PATROL	258.46
	DICKS TOWING	TOWING CE MOTORHOME REMOVAL	POLICE PATROL	334.96
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	889.62
	DICKS TOWING		POLICE PATROL	1,050.44
158305	DK SYSTEMS, INC.	FAN REPAIR	GOLF ADMINISTRATION	142.22
	DK SYSTEMS, INC.	REPAIRS TO PW ADMIN BLDG	UTIL ADMIN	496.44
158306	DOBBS PETERBILT	LEFT WINDSHIELD GLASS #J031	EQUIPMENT RENTAL	741.74
158307	E&E LUMBER	DUPLICATE KEYS FOR OPERA HOUSE	PARK & RECREATION FAC	15.48





**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158322	HON COMPANY	MCC FURNITURE	CAPITAL EXPENDITURES	1,605.96
	HON COMPANY		CAPITAL EXPENDITURES	34,589.62
158323	ISS-WONDERWARE	SCADA LICENSING	MAINT OF GENL PLANT	4,184.55
158324	KAISER PERMANENTE	CDL PHYSICAL - DAY/GUNN	SOLID WASTE OPERATIONS	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
158325	KEN BLANCHARD COMPANY	SELF-LEADERSHIP REGISTRATION	NON-DEPARTMENTAL	3,300.00
158326	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	187.50
	KIM, JAMIE S.		PUBLIC DEFENSE	187.50
158327	KNOWBE4, INC.	RENEWAL	COMPUTER SERVICES	5,095.31
158328	LABOR & INDUSTRIES	MCC ELEVATOR CERTIFICATE	CAPITAL EXPENDITURES	149.00
	LABOR & INDUSTRIES		CAPITAL EXPENDITURES	149.00
158329	LAPIN, SERGEY	REFUND PICKLEBALL	PARKS-RECREATION	60.00
158330	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	49.86
158331	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	515.14
158332	LES SCHWAB TIRE CTR	FLAT TIRE REPAIR #J030	EQUIPMENT RENTAL	54.57
	LES SCHWAB TIRE CTR	TIRES FOR INVENTORY	ER&R	921.59
	LES SCHWAB TIRE CTR		ER&R	951.13
158333	MACK, CONNIE	REFUND GUITAR FOR BEGINNERS	PARKS-RECREATION	75.00
158334	MALDANADO, OMAR	UB REFUND	WATER/SEWER OPERATION	312.22
158335	MARYSVILLE, CITY OF	UTILITY SERVICE	STORM DRAINAGE	153.36
158336	MCKESSON MEDICAL	GLOVES	POLICE PATROL	633.29
158337	MCKINNEY, STEVEN P	UB REFUND	WATER/SEWER OPERATION	20.13
158338	MILLER, AMY		WATER/SEWER OPERATION	21.35
158339	MOGOLLAN, OLIVER		GARBAGE	300.00
158340	MOGOLLAN, OLIVER		WATER/SEWER OPERATION	755.93
158341	MOHAMED, NASHUA	INSTRUCTOR SERVICE	RECREATION SERVICES	108.00
158342	MOTOR TRUCKS	VEHICLE #J042 REPAIR	EQUIPMENT RENTAL	3,862.74
158343	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT JULY/SEPT 22	POLICE ADMINISTRATION	510.30
158344	NAPA AUTO PARTS	CREDIT FOR INV. 4642-519327	ER&R	-32.84
	NAPA AUTO PARTS	A/C RELAY #P190	EQUIPMENT RENTAL	8.66
	NAPA AUTO PARTS	OIL FILTER - INVENTORY	ER&R	32.84
	NAPA AUTO PARTS	HYDRAULIC FILTER #H008	EQUIPMENT RENTAL	46.51
	NAPA AUTO PARTS	HYDRAULIC FILTER #J030	EQUIPMENT RENTAL	61.95
	NAPA AUTO PARTS	ENGINE DEGREASER, AIR BLOW GUN	SOLID WASTE OPERATIONS	73.45
	NAPA AUTO PARTS	BRAKE PAD SET, ROTORS #P180	EQUIPMENT RENTAL	311.23
158345	ODP BUSINESS SOLUTION	SUPPLIES	K9 PROGRAM	60.92
	ODP BUSINESS SOLUTION		POLICE PATROL	62.99
	ODP BUSINESS SOLUTION		POLICE PATROL	67.23
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	COMMUNITY	67.80
	ODP BUSINESS SOLUTION	CASE ENVELOPES	OFFICE OPERATIONS	93.87
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	COMMUNITY	126.80
	ODP BUSINESS SOLUTION	BATTERIES	POLICE PATROL	144.36
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	LEGAL - PROSECUTION	161.80
158346	OWEN EQUIPMENT	AIR CYLINDER, GASKET #H008	EQUIPMENT RENTAL	140.88
158347	PACIFIC POWER BATTER	BATTERY REPLACEMENT	IS REPLACEMENT ACCOUNTS	2,304.93
158348	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	119.00
158349	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	12,182.88
	PGC INTERBAY LLC		MAINTENANCE	16,477.23
158350	PICKARD, KEVIN & MEG	UB REFUND	GARBAGE	179.07
158351	PRINTERLOGIC	PRINTER LOGIC RENEWAL	COMPUTER SERVICES	6,162.00
158352	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	933.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158353	PUD	ACCT #201380995	PUMPING PLANT	19.32
	PUD	ACCT #202791166	PUMPING PLANT	21.06
	PUD	ACCT #200998532	PARK & RECREATION FAC	22.05
	PUD	ACCT #204933311	PUMPING PLANT	23.52
	PUD	ACCT #221100092	GMA - STREET	23.52
	PUD	ACCT #202220760	GOLF ADMINISTRATION	24.98
	PUD	ACCT #201931193	PARK & RECREATION FAC	25.64
	PUD	ACCT #201610185	TRANSPORTATION	35.66
	PUD	ACCT #220153100	TRANSPORTATION	45.31
	PUD	ACCT #202368536	TRANSPORTATION	48.59
	PUD	ACCT #202140489	TRANSPORTATION	48.73
	PUD	ACCT #202102190	TRANSPORTATION	51.05
	PUD	ACCT #220792733	STREET LIGHTING	51.75
	PUD	ACCT #223514563	TRANSPORTATION	53.62
	PUD	ACCT #200827277	TRANSPORTATION	57.58
	PUD	ACCT #200800704	STREET LIGHTING	58.66
	PUD	ACCT #202183679	TRANSPORTATION	59.50
	PUD	ACCT #200869303	TRANSPORTATION	61.07
	PUD	ACCT #202557450	STREET LIGHTING	68.07
	PUD	ACCT #202143111	TRANSPORTATION	71.26
	PUD	ACCT #202689105	WASTE WATER TREATMENT	79.41
	PUD	ACCT #220298624	STREET LIGHTING	81.10
	PUD	ACCT #203231006	TRANSPORTATION	87.27
	PUD	ACCT #202463543	SEWER LIFT STATION	92.58
	PUD	ACCT #201670890	TRANSPORTATION	93.51
	PUD	ACCT #202572327	STREET LIGHTING	118.00
	PUD	ACCT #202490637	SEWER LIFT STATION	120.61
	PUD	ACCT #202294336	STREET LIGHTING	127.48
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	135.01
	PUD	ACCT #202030078	TRANSPORTATION	152.31
	PUD	ACCT #220731285	STREET LIGHTING	152.99
	PUD	ACCT #200084150	TRANSPORTATION	209.61
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	7,719.77
158354	RIDGEWAY, CHARLES &	UB REFUND	WATER/SEWER OPERATION	106.14
158355	ROMAINE ELECTRIC	STARTER FOR #433	EQUIPMENT RENTAL	124.00
158356	SHI INTERNATIONAL	ADOBE PRO LICENSE	CITY CLERK	85.87
	SHI INTERNATIONAL	MICROSOFT LICENSING	MAINT OF GENL PLANT	2,411.65
	SHI INTERNATIONAL	ADOBE SIGN LICENSE	COMPUTER SERVICES	2,513.27
158357	SISKUN POWER EQUIPMENT	CARBURETOR ASSEMBLY #OM05	SMALL ENGINE SHOP	188.65
158358	SOUND PUBLISHING	ORDINANCE 3231	CITY CLERK	34.52
158359	SOUND PUBLISHING	ORDINANCE 3232	CITY CLERK	34.52
158360	SOUND PUBLISHING	ORDINANCE 3233	CITY CLERK	36.24
158361	SOUND PUBLISHING	ORDINANCE 3230	CITY CLERK	44.84
158362	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
158363	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	52.61
	STAPLES		PERSONNEL ADMINISTRATION	61.11
158364	STATE PATROL	FINGERPRINT ID	INTERGOVERNMENTAL	246.25
158365	STICKERYOU INC	LAMINATED ROLL	GENERAL FUND	-24.41
	STICKERYOU INC		RECREATION SERVICES	284.04
158366	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158366	STRATEGIES 360	PROFESSIONAL SERVICE	UTIL ADMIN	1,400.00
158367	STULLER, HOWARD	UB REFUND	WATER/SEWER OPERATION	171.61
158368	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	595.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	1,064.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	3,441.00
158369	SUTTIE, JEREMY	UB REFUND	WATER/SEWER OPERATION	24.17
158370	SWEARENGIN, ROBERT	REIMBURSEMENT	POLICE ADMINISTRATION	3,541.99
158371	TULALIP CHAMBER	REFUND HISPANIC HERITAGE	GENERAL FUND	250.00
	TULALIP CHAMBER	REFUND BREW AND CIDER	GENERAL FUND	500.00
158372	TXLEY INC	INSTALLATION OF CLEANING PRODUCTS	DETENTION & CORRECTION	1,797.55
158373	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	143.61
158374	UNICORN CHEESEBURGER	UB REFUND	WATER/SEWER OPERATION	380.20
158375	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	34.23
158376	UNITED RENTALS	CONNEX BOX RENTAL	PARK & RECREATION FAC	121.72
158377	US BANK	ADMIN FEE MARLID7114	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGO18	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGO18B	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGO20A	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGOREF13	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARLTGOREF16	INTEREST & OTHER DEBT	300.00
	US BANK	ADMIN FEE MARWAT14	ENTERPRISE D/S	300.00
158378	US MOWER	MOWER BLADE KIT	STORM DRAINAGE	323.09
158379	VERIZON	WIRELESS SERVICE	SEWER MAIN COLLECTION	29.00
	VERIZON		PURCHASING/CENTRAL	29.00
	VERIZON		CITY CLERK	41.86
	VERIZON		YOUTH SERVICES	41.86
	VERIZON		CRIME PREVENTION	41.86
	VERIZON		PROPERTY TASK FORCE	41.86
	VERIZON		FACILITY MAINTENANCE	41.86
	VERIZON		FINANCE-GENL	125.58
	VERIZON		PERSONNEL ADMINISTRATION	125.58
	VERIZON		UTILITY BILLING	139.89
	VERIZON		EQUIPMENT RENTAL	141.72
	VERIZON		WATER QUAL TREATMENT	152.73
	VERIZON		CUSTODIAL SERVICES	157.86
	VERIZON		SEWER LIFT STATION	200.07
	VERIZON		TRANSPORTATION	200.09
	VERIZON		COMMUNITY SERVICES UNIT	254.31
	VERIZON		LEGAL - PROSECUTION	261.16
	VERIZON		PARK & RECREATION FAC	273.86
	VERIZON		LEGAL-GENL	277.55
	VERIZON		MUNICIPAL COURTS	289.34
	VERIZON		RECREATION SERVICES	297.73
	VERIZON		OFFICE OPERATIONS	376.16
	VERIZON		POLICE INVESTIGATION	418.60
	VERIZON		SOLID WASTE CUSTOMER	420.58
	VERIZON		WATER SUPPLY MAINS	440.49
	VERIZON		DETENTION & CORRECTION	458.61
	VERIZON		COMMUNITY	493.22
	VERIZON		EXECUTIVE ADMIN	504.43
	VERIZON		STORM DRAINAGE	598.89

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/5/2022 TO 10/5/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158379	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	695.06
	VERIZON		WASTE WATER TREATMENT	731.32
	VERIZON		COMPUTER SERVICES	1,029.75
	VERIZON		GENERAL	1,029.95
	VERIZON		ENGR-GENL	1,551.88
	VERIZON		UTIL ADMIN	2,060.42
	VERIZON		POLICE PATROL	2,217.20
	VERIZON	I-PADS	POLICE PATROL	8,298.53
158380	WATSON, AVA	REFUND WATSON WEDDING	GENERAL FUND	500.00
158381	WEAVER, SHERRIE	REFUND PICKLEBALL	PARKS-RECREATION	60.00
158382	WEBCHECK	WEBCHECK FOR SEPT 2022	UTILITY BILLING	1,407.98
158383	WESTERN EQUIPMENT	TINE - SOLID FOR SOCCER FIELD	SMALL ENGINE SHOP	238.72
158384	WESTERN FACILITIES	SUPPLIES	DETENTION & CORRECTION	220.18
158385	WHITE CAP CONSTRUCT	ARMOR TILE, TRUNCATED DOME	CITY STREET - GENERAL	313.08
	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	917.12
158386	WILDER CUSTOM CONS	CC REMODEL/RETAINAGE FEE	GMA-PARKS	-2,764.78
	WILDER CUSTOM CONS	RETAINAGE/INVOICE SHORT PAID	GMA-PARKS	-2,378.83
	WILDER CUSTOM CONS	RETAINAGE FEE FOR INV #614	GMA-PARKS	-1,134.72
	WILDER CUSTOM CONS	RETAINAGE/INVOICE SHORT PAID	GMA-PARKS	4,087.94
	WILDER CUSTOM CONS	CC REMODEL/RETAINAGE FEE	GMA-PARKS	55,295.54
158387	WIN-911 SOFTWARE	WIN 911 LICENSING	MAINT OF GENL PLANT	5,119.92
158388	YAKIMA COUNTY DOC	YAKIMA HOUSING	DETENTION & CORRECTION	4,727.70
158389	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	62.25
158390	ZIPLY FIBER	PHONE AT DEERING ACRES	PARK & RECREATION FAC	64.27
158391	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	47.58
	ZIPLY FIBER		POLICE PATROL	47.58
	ZIPLY FIBER		COMMUNICATION CENTER	47.58
	ZIPLY FIBER		UTILITY BILLING	47.58
	ZIPLY FIBER		GENERAL	47.58
	ZIPLY FIBER		GOLF ADMINISTRATION	47.58
	ZIPLY FIBER		COMMUNITY	95.17
	ZIPLY FIBER		DETENTION & CORRECTION	95.17
	ZIPLY FIBER		OFFICE OPERATIONS	95.17
	ZIPLY FIBER		GOLF ADMINISTRATION	95.17
	ZIPLY FIBER		CITY HALL	142.76
	ZIPLY FIBER		RECREATION SERVICES	190.33
	ZIPLY FIBER		WASTE WATER TREATMENT	237.92
	ZIPLY FIBER		UTIL ADMIN	237.92

**WARRANT TOTAL: 825,822.29**

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: \$825,822.29**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** October 07, 2022 Payroll in the Amount of \$1,602,637.62 Paid by EFT Transactions and Check Numbers 34166 through 34179

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** October 12, 2022 Claims in the Amount of \$1,562,119.17 Paid by EFT Transactions and Check Numbers 158392 through 158589 with Check Numbers 140563 and 158365 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[101222.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158392	LICENSING, DEPT OF	FIREARMS SECTION	INTERGOVERNMENTAL	876.00
158393	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	31,400.00
158394	LICENSING, DEPT OF	DRIVING ABSTRACT - KING	PERSONNEL ADMINISTRATION	13.00
158395	PREMERA BLUE CROSS	CLAIMS PAID 9/18 TO 9/24/22	MEDICAL CLAIMS	76,926.31
158396	LICENSING, DEPT OF	DRIVING ABSTRACT - SIEMERS	PERSONNEL ADMINISTRATION	15.00
158397	PREMERA BLUE CROSS	CLAIMS PAID 9/25 TO 9/30/22	MEDICAL CLAIMS	38,055.61
158398	911 SUPPLY INC.	UNIFORM RELATED FLASHLIGHT	POLICE PATROL	179.37
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	758.92
158399	ABSOLUTE GRAPHIX INC	PURPLE T-SHIRTS FOR DV	POLICE PATROL	865.61
158400	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	133.25
158401	ADAMS, NATHAN	FLUP INVESTIGATION	PROPERTY TASK FORCE	23.00
158402	ADVANCED TRAFFIC	SUPPLIES FOR PEDESTRIAN SIGNAL	TRANSPORTATION	7,246.89
158403	ALEXANDER PRINTING	PRINT SERVICE	DETENTION & CORRECTION	84.75
	ALEXANDER PRINTING	ENVELOPES	MUNICIPAL COURTS	229.42
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	262.65
	ALEXANDER PRINTING	OUTREACH SUPPLIES	EXECUTIVE ADMIN	330.92
158404	AMAZON CAPITAL	PADS	UTIL ADMIN	7.65
	AMAZON CAPITAL		ENGR-GENL	7.66
	AMAZON CAPITAL	COLOR CODING DOT STICKERS	CITY CLERK	8.74
	AMAZON CAPITAL	OFFICE SUPPLIES	FINANCE-GENL	16.97
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	22.31
	AMAZON CAPITAL	HDMI CABLES	MUNICIPAL COURTS	28.14
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	43.44
	AMAZON CAPITAL	SUPPLIES FOR COMMUNITY EVENT	EXECUTIVE ADMIN	50.30
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	68.43
	AMAZON CAPITAL	OFFICE SUPPLIES	EXECUTIVE ADMIN	79.85
	AMAZON CAPITAL	SWIFFER STARTER KIT	RECREATION SERVICES	81.89
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	83.12
	AMAZON CAPITAL	SUPPLIES FOR PARKS	RECREATION SERVICES	92.34
	AMAZON CAPITAL	UNIFORM - KRISTA	UTIL ADMIN	97.41
	AMAZON CAPITAL	PAPER, PENS STAMPS	CITY CLERK	117.57
	AMAZON CAPITAL	SUPPLIES	OFFICE OPERATIONS	153.14
	AMAZON CAPITAL	PAPER, PENS STAMPS	FINANCE-GENL	158.53
	AMAZON CAPITAL	OFFICE SUPPLIES	EXECUTIVE ADMIN	160.74
	AMAZON CAPITAL	WELLNESS PRIZES	MEDICAL CLAIMS	171.08
	AMAZON CAPITAL	PAPER SHREDDER	RECREATION SERVICES	184.11
	AMAZON CAPITAL	TENTS FOR EOC	EXECUTIVE ADMIN	1,181.24
158405	AMERICAN SAFETY & HE	CPR CERTIFICATION CARDS	EXECUTIVE ADMIN	304.95
158406	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	2,405.00
158407	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	168.35
	ARAMARK UNIFORM		OPERA HOUSE	228.70
	ARAMARK UNIFORM		OPERA HOUSE	471.22
158408	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	36.70
158409	ASSOC OF SHERIFFS	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	250.00
158410	BALLOU, JESSE	UB REFUND	WATER/SEWER OPERATION	24.34
158411	BELLEME, JOSEPH	BURGLARY INVESTIGATION IN ANACORTES	PROPERTY TASK FORCE	20.00
	BELLEME, JOSEPH	BURGLARY INVESTIGATION IN CLALLAM CO	PROPERTY TASK FORCE	23.00
158412	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
	BERNER, ELIAS		COURTS	130.00
158413	BICKFORD FORD	CREDIT FOR INV. #1228922	EQUIPMENT RENTAL	-109.40
	BICKFORD FORD	CREDIT FOR INV #1228921	EQUIPMENT RENTAL	-92.91



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158413	BICKFORD FORD	BREAK CALIPER HOUSING #P170	EQUIPMENT RENTAL	254.03
	BICKFORD FORD	BRAKE PAD SET	ER&R	254.23
	BICKFORD FORD	BUCKLE ASSEMBLY #237	EQUIPMENT RENTAL	270.40
	BICKFORD FORD	SEAT BELT ASSEMBLY #237	EQUIPMENT RENTAL	373.78
	BICKFORD FORD	REPAIR TO VEHICLE #P167	EQUIPMENT RENTAL	992.98
	BICKFORD FORD	FLEET ADDITION #V062	EQUIPMENT RENTAL	37,986.00
158414	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	775.29
158415	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	173.65
	BOB BARKER COMPANY		DETENTION & CORRECTION	1,002.89
158416	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	126.00
	BOMAR, RICK		RECREATION SERVICES	294.00
	BOMAR, RICK		RECREATION SERVICES	336.00
	BOMAR, RICK		RECREATION SERVICES	420.00
	BOMAR, RICK		RECREATION SERVICES	462.00
158417	BOSKET, THOMAS	UB REFUND	WATER/SEWER OPERATION	50.64
158418	BROWER, AILEEN	REFUND BASKETBALL	PARKS-RECREATION	85.00
	BROWER, AILEEN		PARKS-RECREATION	85.00
	BROWER, AILEEN		PARKS-RECREATION	85.00
158419	BUD BARTON'S GLASS	SERVICE CALL/INSTALL	MAINTENANCE	492.30
	BUD BARTON'S GLASS	GLASS INSTALLATION	PARK & RECREATION FAC	904.74
158420	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	393.60
158421	CASCADE COLUMBIA	SOLAR SALT	SUNNYSIDE FILTRATION	6,901.26
158422	CATERING BY TARA	CATERING	OPERA HOUSE	2,516.20
158423	CENTRAL WELDING SUPP	CREDIT FOR INV. #SP193987	ER&R	-134.78
	CENTRAL WELDING SUPP	RUBBER GLOVES	ER&R	88.61
	CENTRAL WELDING SUPP	FLOOR DRY FOR INVENTORY	ER&R	127.56
	CENTRAL WELDING SUPP	INVENTORY SUPPLIES	ER&R	164.49
	CENTRAL WELDING SUPP	EARPLUGS FOR INVENTORY	ER&R	175.04
	CENTRAL WELDING SUPP	RUBBER GLOVES FOR INVENTORY	ER&R	177.23
	CENTRAL WELDING SUPP	INVENTORY SUPPLIES	ER&R	557.83
158424	CINTAS	FIRST AID KITS FOR JAIL/PD	DETENTION & CORRECTION	798.73
	CINTAS		POLICE ADMINISTRATION	2,396.17
158425	COASTAL FARM & HOME	SNAP HOOKS, CULTIVATOR	STORM DRAINAGE	27.22
	COASTAL FARM & HOME		SEWER MAIN COLLECTION	27.22
	COASTAL FARM & HOME	UNIFORM - HAVELLANA	SOLID WASTE OPERATIONS	126.84
158426	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	633.17
158427	COOP SUPPLY	GRASS SEED	STORM DRAINAGE	154.22
158428	CORE & MAIN LP	NEPTUNE 360 SOFTWARE UPGRADE	METER READING	817.80
	CORE & MAIN LP		METER READING	8,700.00
	CORE & MAIN LP	METERS FOR JUNE ORDER	WATER SERVICE INSTALL	41,063.95
158429	CRIMINAL JUSTICE	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	3,900.00
158430	CRYSTAL SPRINGS	CREDIT FOR BOTTLE RETURN	COMMUNITY	-40.35
	CRYSTAL SPRINGS	WATER DELIVERY	POLICE ADMINISTRATION	50.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	50.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	50.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		POLICE PATROL	200.56
158431	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	225.40
	DAILY JOURNAL OF COM		GMA - STREET	225.40
	DAILY JOURNAL OF COM	PUBLICATION	SEWER CAPITAL PROJECTS	1,071.80
158432	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	150.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158433	DE-EL ENTERPRISES	WINDOW TREATMENTS	CAPITAL EXPENDITURES	8,434.74
158434	DELL	LAPTOP	IS REPLACEMENT ACCOUNTS	444.65
	DELL		FINANCE-GENL	1,160.00
	DELL		UTILITY BILLING	1,160.00
	DELL		DEVELOPMENT SERVICES	1,160.00
	DELL		EMBEDDED SOCIAL WORKER	1,845.00
	DELL		SUNNYSIDE FILTRATION	2,290.00
	DELL		FINANCE-GENL	2,625.00
	DELL		WATER QUAL TREATMENT	3,430.00
	DELL		POLICE PATROL	4,020.00
158435	DICKS TOWING	TOWING 22-44010	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-44571	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-44799	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-44895	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-45118	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-45154	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-45716	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-44805	POLICE PATROL	241.64
158436	DIJULIO DISPLAYS INC	CHRISTMAS LIGHTS FOR HOLIDAY	COMMUNITY EVENTS	3,084.30
	DIJULIO DISPLAYS INC	BOW WITH RIBBONS SIGN ENHANCER	COMMUNITY EVENTS	3,440.63
	DIJULIO DISPLAYS INC	2ND HALF FOR SNOWFLAKE LIGHTS	COMMUNITY EVENTS	4,596.54
158437	DOBBS PETERBILT	OAT SENSOR KIT #H020	EQUIPMENT RENTAL	71.77
158438	DRIVE PAYMENTS, LLC	ACH PAYMENT FOR SEPT 2022	UTILITY BILLING	884.60
158439	DVORAK, JOSEPH & KRI	UB REFUND	WATER/SEWER OPERATION	23.16
158440	E&E LUMBER	BLEACHED KNIT RAGS	FACILITY REPLACEMENT	11.54
	E&E LUMBER	PACKAGE WRAP	PARK & RECREATION FAC	36.75
	E&E LUMBER	LED BULBS	PARK & RECREATION FAC	38.04
	E&E LUMBER	TIRE FOR WHEEL BARROW-PARKS	SMALL ENGINE SHOP	71.41
	E&E LUMBER	OIL SPRAY TEXTURE	FACILITY REPLACEMENT	111.28
158441	ELLINGSON, DAVID	OUTDOOR SPEAKER	OPERA HOUSE	100.00
158442	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	358.09
158443	EMERGENCYKITS.COM	EMERGENCY DRINKING WATER	EXECUTIVE ADMIN	3,462.50
	EMERGENCYKITS.COM		EXECUTIVE ADMIN	3,462.50
158444	ENTERPRISE RENTAL	CAR RENTAL FOR TRAINING	POLICE INVESTIGATION	1,520.95
158445	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	5,875.00
158446	EWING IRRIGATION	FERTILIZER, HERBICIDE	PARK & RECREATION FAC	2,036.37
158447	FAMILY PET MEDICAL	VET TREATMENT	K9 PROGRAM	1,176.94
158448	FASTENAL COMPANY	BOLTS	GMA-PARKS	52.63
158449	FCS GROUP	W/S SYSTEM VALUATION UPDATE	UTIL ADMIN	2,502.50
158450	FLOWING ACRES	INSTRUCTOR PAYMENT	RECREATION SERVICES	144.00
158451	FORSLOF, WALLACE	INVESTIGATION	PROPERTY TASK FORCE	23.00
	FORSLOF, WALLACE	FERRY ROUND TRIP	PROPERTY TASK FORCE	60.30
158452	FREED, ALEX	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
158453	GENUINE AUTO GLASS	REPAIR WINDSHIELD #J031	EQUIPMENT RENTAL	103.93
158454	GEOTEST SERVICES INC	PAYMENT APP #29	CAPITAL EXPENDITURES	100.00
158455	GOVCONNECTION INC	FUJITSU SCANNER	CITY CLERK	1,185.63
	GOVCONNECTION INC	MCC TV'S	CAPITAL EXPENDITURES	2,244.78
158456	GRAINGER	BUTANE REFILL	ER&R	45.45
	GRAINGER	INVENTORY SUPPLIES	ER&R	187.90
	GRAINGER		ER&R	313.61
	GRAINGER	SAFETY SUPPLIES FOR INVENTORY	ER&R	1,025.26

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158457	GRANITE CONST	ASPHALT	WATER DIST MAINS	142.79
158458	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	27.74
158459	GREENSHIELDS INDS	HYDRAULIC HOSE ASSEMBLY #J034	EQUIPMENT RENTAL	167.00
158460	GRIGALIUNAS, CARRIE	REFUND BABYSITTING	PARKS-RECREATION	40.00
158461	HAGA, PAULA	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	400.00
158462	HARBOR FREIGHT TOOLS	ELECTRIC ENGRAVER	STORM DRAINAGE	56.31
	HARBOR FREIGHT TOOLS		SEWER MAIN COLLECTION	56.32
158463	HARTENIAN, LINDA	UB REFUND	GARBAGE	70.26
158464	HARTENIAN, LINDA		WATER/SEWER OPERATION	95.60
158465	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
158466	HD FOWLER COMPANY	PARTS FOR AIR VAC REPAIR	WATER DIST MAINS	70.69
	HD FOWLER COMPANY	SOIL PIPE, MJ KITS	WATER DIST MAINS	1,087.76
158467	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	288.00
158468	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	LEGAL - PROSECUTION	0.20
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	1.77
	HEWLETT PACKARD		WATER QUAL TREATMENT	2.97
	HEWLETT PACKARD		UTIL ADMIN	5.07
	HEWLETT PACKARD		PARK & RECREATION FAC	6.95
	HEWLETT PACKARD		SEWER MAIN COLLECTION	9.44
	HEWLETT PACKARD		STORM DRAINAGE	9.44
	HEWLETT PACKARD		WASTE WATER TREATMENT	13.79
	HEWLETT PACKARD		MUNICIPAL COURTS	38.85
	HEWLETT PACKARD		CITY CLERK	70.03
	HEWLETT PACKARD		FINANCE-GENL	70.03
	HEWLETT PACKARD		UTILITY BILLING	131.79
	HEWLETT PACKARD		COMPUTER SERVICES	186.43
158469	HOME DEPOT USA	MOP PADS	CUSTODIAL SERVICES	27.33
	HOME DEPOT USA	DUST MOP	CUSTODIAL SERVICES	58.03
	HOME DEPOT USA	SANITATION SUPPLIES	SOLID WASTE OPERATIONS	74.73
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	151.77
	HOME DEPOT USA	GLOVES	CUSTODIAL SERVICES	201.51
	HOME DEPOT USA	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG	284.44
158470	HORVATH, FRAN	REFUND PICKLEBALL	PARKS-RECREATION	60.00
158471	HOWARD, BRICE E	OUTDOOR SPEAKER SERIES	OPERA HOUSE	100.00
158472	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
158473	ICONIX WATERWORKS	LID HOOK, COPPER TUBING - INVENTORY	ER&R	42.68
	ICONIX WATERWORKS		WATER/SEWER OPERATION	1,356.78
	ICONIX WATERWORKS	BRASS REPAIR PARTS	WATER/SEWER OPERATION	2,784.33
158474	IDEMIA IDENTITY	MOBILE MAINTENANCE	POLICE INVESTIGATION	350.00
158475	INGLE, ERIN	LADIES LOL SHOW	OPERA HOUSE	500.00
158476	INTERSTATE BATTERY	BATTERIES	EQUIPMENT RENTAL	221.34
	INTERSTATE BATTERY		ER&R	393.62
	INTERSTATE BATTERY	BATTERY FOR #J039	EQUIPMENT RENTAL	1,885.62
158477	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	22.06
	J2 CLOUD SERVICES		LEGAL-GENL	22.06
	J2 CLOUD SERVICES		WATER DIST MAINS	44.12
	J2 CLOUD SERVICES		UTILITY BILLING	44.12
	J2 CLOUD SERVICES		CITY CLERK	44.12
	J2 CLOUD SERVICES		COMMUNITY	44.12
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	44.12

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158477	J2 CLOUD SERVICES	FAX	WASTE WATER TREATMENT	44.12
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	44.12
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	44.12
	J2 CLOUD SERVICES		RECREATION SERVICES	44.12
	J2 CLOUD SERVICES		POLICE INVESTIGATION	44.12
	J2 CLOUD SERVICES		MUNICIPAL COURTS	44.12
	J2 CLOUD SERVICES		DETENTION & CORRECTION	44.12
	J2 CLOUD SERVICES		PROBATION	44.12
	J2 CLOUD SERVICES		FINANCE-GENL	44.12
	J2 CLOUD SERVICES		UTIL ADMIN	44.12
	J2 CLOUD SERVICES		ENGR-GENL	44.12
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	44.12
	J2 CLOUD SERVICES		COMPUTER SERVICES	44.17
	J2 CLOUD SERVICES		OFFICE OPERATIONS	88.25
	J2 CLOUD SERVICES		MUNICIPAL COURTS	132.37
158478	JOHNSON, DENISE	REFUND BABYSITTING	PARKS-RECREATION	40.00
158479	JULZ ANIMAL HOUZ	SUPPLIES	K9 PROGRAM	105.78
158480	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	2,962.00
158481	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
158482	KAR GOR INC	REMOTE POWER MNGT SYSTEM	TRANSPORTATION	5,306.99
158483	KELLER SUPPLY COMPAN	ROUND ESCUTCHEON	FACILITY REPLACEMENT	36.45
158484	KENNEDY, JOHN PATRIC	UB REFUND	WATER/SEWER OPERATION	338.80
158485	KENWORTH NORTHWEST	REPAIRS TO #H016	EQUIPMENT RENTAL	1,064.90
158486	KING, TIM	CDL RENEWAL	WATER SERVICES	102.00
158487	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	260.00
158488	LABOR & INDUSTRIES	DETONATORS	POLICE PATROL	100.00
	LABOR & INDUSTRIES	LICENSE	POLICE PATROL	125.00
158489	LAKEWOOD SCHOOL DIST	STADIUM RENTAL	RECREATION SERVICES	880.00
158490	LAMOUREUX, ROBERT	IACP CONFERENCE	POLICE ADMINISTRATION	241.50
158491	LANGUAGE EXCHANGE	TRANSLATION PREPAREDNESS MATERIALS	EXECUTIVE ADMIN	125.00
158492	LASTING IMPRESSIONS	FLASHLIGHTS	EXECUTIVE ADMIN	754.08
158493	LES SCHWAB TIRE CTR	CREDIT FOR TRUCK CASING	ER&R	-54.00
	LES SCHWAB TIRE CTR	AXLE TIRE INVENTORY	ER&R	490.33
	LES SCHWAB TIRE CTR	TIRE FOR INVENTORY	ER&R	1,872.71
158494	LIVINGSTON, MARJORIE	UB REFUND	GARBAGE	13.10
158495	LOWES HIW INC	VALVE REPAIR TOOLS #V023	WATER DIST MAINS	89.76
	LOWES HIW INC	ITEMS FOR WATERSHED MAINT.	SOURCE OF SUPPLY	163.71
	LOWES HIW INC	REPAIR PARTS FOR MCC	CAPITAL EXPENDITURES	342.28
158496	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
158497	MARYSVILLE, CITY OF	UTILITY SERVICE	CITY HALL	146.69
158498	MCLOUGHLIN & EARDLEY	GUN LOCK/KEY #V051	EQUIPMENT RENTAL	305.55
158499	MCMaster-CARR	LOCKNUT	SOLID WASTE OPERATIONS	94.69
158500	MILES SAND & GRAVEL	SAND	PARK & RECREATION FAC	1,510.61
158501	MIZELL, TARA	CONFERENCE	COMMUNITY CENTER	227.70
158502	MOBILE WIRELESS LLC	NET MOTION LICENSE	CITY CLERK	267.63
	MOBILE WIRELESS LLC		LEGAL - PROSECUTION	535.26
	MOBILE WIRELESS LLC		FINANCE-GENL	535.29
158503	MOHAMED, NASHUA	INSTRUCTOR PAYMENT	RECREATION SERVICES	42.00
158504	MORASCO, GWEN	TRAINING	POLICE PATROL	151.06
158505	MOTOR TRUCKS	CREDIT FOR INV. 1103P10684	EQUIPMENT RENTAL	-679.02
	MOTOR TRUCKS	RAIN CAP FLAPPER #H008	EQUIPMENT RENTAL	27.66

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158505	MOTOR TRUCKS	COOLANT	SOLID WASTE OPERATIONS	153.47
	MOTOR TRUCKS	PARTICULATE SENSOR #J042	EQUIPMENT RENTAL	679.02
158506	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	22.21
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	22.21
	MOUNTAIN MIST		SEWER MAIN COLLECTION	22.22
158507	NAPA AUTO PARTS	CREDIT FOR INV. 4642-520436	ER&R	-34.93
	NAPA AUTO PARTS	CREDIT FOR INV. 4642-518827	SMALL ENGINE SHOP	-10.11
	NAPA AUTO PARTS	THERMOSTAT GASKET #V010	EQUIPMENT RENTAL	1.38
	NAPA AUTO PARTS	AIR FILTER	SMALL ENGINE SHOP	10.11
	NAPA AUTO PARTS		SMALL ENGINE SHOP	12.65
	NAPA AUTO PARTS	FUEL FILTER #J024	EQUIPMENT RENTAL	12.87
	NAPA AUTO PARTS	AIR FILTERS	SMALL ENGINE SHOP	20.48
	NAPA AUTO PARTS	VALVE COVER #V010	EQUIPMENT RENTAL	20.79
	NAPA AUTO PARTS	TRANSMISSION FILTER KIT #V047	EQUIPMENT RENTAL	32.69
	NAPA AUTO PARTS	TRANSMISSION FILTER KIT #V022	EQUIPMENT RENTAL	37.81
	NAPA AUTO PARTS	OIL	SMALL ENGINE SHOP	44.57
	NAPA AUTO PARTS	AIR/OIL FILTERS	SMALL ENGINE SHOP	50.67
	NAPA AUTO PARTS	AIR FILTERS	SMALL ENGINE SHOP	55.49
	NAPA AUTO PARTS	WHEEL HUB SEAL #J024	EQUIPMENT RENTAL	56.32
	NAPA AUTO PARTS	TRIM ADHESIVE GLUE #V010	EQUIPMENT RENTAL	61.18
	NAPA AUTO PARTS	REPAIR PARTS FOR #V010	EQUIPMENT RENTAL	590.50
	NAPA AUTO PARTS	PARTS FOR FLEET INVENTORY	ER&R	831.90
158508	NAVIA BENEFIT	PARTICIPANT FEE SEPT 2022	PERSONNEL ADMINISTRATION	182.60
158509	NELSON PETROLEUM	ENGINE/HYDRAULIC OIL	ER&R	2,547.03
158510	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	756.00
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	1,118.88
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,940.67
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,675.84
158511	NORTHWESTERN AUTO	REPAIRS TO VEH. #P169	EQUIPMENT RENTAL	3,934.87
158512	NOVACK, PATRICK	UB REFUND	WATER/SEWER OPERATION	58.68
158513	NOVAK, NANCY	REFUND PICKLEBALL	PARKS-RECREATION	60.00
158514	NRPA	CPSI PREPARATION BUNDLE - ROTH	PARK & RECREATION FAC	515.00
158515	NURNBERG SCIENTIFIC	CREDIT INV. #3242003	WATER QUAL TREATMENT	-14.23
	NURNBERG SCIENTIFIC	BUFFER PACKET PH4	WATER QUAL TREATMENT	14.23
	NURNBERG SCIENTIFIC	RDO REPL SENSOR CAP	SUNNYSIDE FILTRATION	147.04
	NURNBERG SCIENTIFIC	PH PROBE STORAGE SOL	SUNNYSIDE FILTRATION	306.21
158516	ODP BUSINESS SOLUTIO	BATTERIES	UTIL ADMIN	22.13
	ODP BUSINESS SOLUTIO		ENGR-GENL	22.13
	ODP BUSINESS SOLUTIO	INK CARTRIDGE	SOLID WASTE OPERATIONS	119.38
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTIL ADMIN	126.60
	ODP BUSINESS SOLUTIO		ENGR-GENL	126.60
158517	PACIFIC POWER BATTER	BATTERIES	SOURCE OF SUPPLY	94.42
158518	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	118.50
158519	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	138,274.78
158520	PEACE OF MIND	HEARING EXAMINER MINUTES	COMMUNITY	74.80
	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	139.40
158521	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	80.19
	PETROCARD SYSTEMS		STORM DRAINAGE	104.31
	PETROCARD SYSTEMS		COMMUNITY	180.84
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	199.58
	PETROCARD SYSTEMS		ENGR-GENL	316.02

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158521	PETROCARD SYSTEMS	FUEL CONSUMED	CUSTODIAL SERVICES	362.28
	PETROCARD SYSTEMS		PARK & RECREATION FAC	929.82
	PETROCARD SYSTEMS		GENERAL	2,862.86
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,918.87
	PETROCARD SYSTEMS		POLICE PATROL	9,374.19
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	10,070.09
158522	PETTY CASH- POLICE	INMATE MEDICATION	DETENTION & CORRECTION	69.84
158523	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	6.96
	PGC INTERBAY LLC		PRO-SHOP	7.33
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	52.97
	PGC INTERBAY LLC		MAINTENANCE	54.32
	PGC INTERBAY LLC		MAINTENANCE	57.82
	PGC INTERBAY LLC		MAINTENANCE	65.30
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	137.18
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	175.23
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	246.77
	PGC INTERBAY LLC		PRO-SHOP	265.00
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	297.87
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	360.97
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	366.68
	PGC INTERBAY LLC		MAINTENANCE	391.50
	PGC INTERBAY LLC		MAINTENANCE	432.94
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	PRO-SHOP	460.44
	PGC INTERBAY LLC		MAINTENANCE	521.09
	PGC INTERBAY LLC		MAINTENANCE	642.75
	PGC INTERBAY LLC		PRO-SHOP	650.00
	PGC INTERBAY LLC		PRO-SHOP	743.45
	PGC INTERBAY LLC		MAINTENANCE	903.06
	PGC INTERBAY LLC		GOLF ADMINISTRATION	932.51
	PGC INTERBAY LLC		PRO-SHOP	1,167.74
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	1,428.60
	PGC INTERBAY LLC		MAINTENANCE	1,618.74
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	1,849.99
	PGC INTERBAY LLC		GOLF COURSE	1,999.66
	PGC INTERBAY LLC		MAINTENANCE	2,088.43
	PGC INTERBAY LLC		MAINTENANCE	2,188.72
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	2,449.15
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	3,628.51
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	GOLF COURSE	5,155.70
	PGC INTERBAY LLC		MAINTENANCE	5,482.54
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	10,850.61
	PGC INTERBAY LLC		MAINTENANCE	14,982.32
158524	PLATT ELECTRIC	PLUGS FOR MCC	GMA-PARKS	81.50
	PLATT ELECTRIC	PARTS FOR REPAIR	SOURCE OF SUPPLY	195.08
	PLATT ELECTRIC	PARKING LOT LIGHT FIXTURES	GMA-PARKS	14,170.82
158525	POTTERY NOOK, THE	INSTRUCTOR SERVICE	RECREATION SERVICES	27.00
	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	72.00
158526	PREMIER GOLF CENTERS	MANAGEMENT SERVICE AT GOLF	GOLF ADMINISTRATION	9,512.04
158527	PRICE, TOVE	REFUND BABYSITTING	PARKS-RECREATION	40.00
158528	PUBLIC SAFETY TESTIN	POLYGRAPHS, PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,520.00
158529	PUD	ACCT #205283641	STREET LIGHTING	10.82

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158529	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #202177861	PUMPING PLANT	21.00
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #221303498	STREET LIGHTING	31.71
	PUD	ACCT #201142155	TRANSPORTATION	35.39
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	61.95
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	65.72
	PUD	ACCT #201046380	PARK & RECREATION FAC	94.11
	PUD	ACCT #202368197	PUMPING PLANT	100.72
	PUD	ACCT #202576112	STREET LIGHTING	131.58
	PUD	ACCT #222592917	PARK & RECREATION FAC	184.73
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #200812808	PUMPING PLANT	239.23
	PUD	ACCT #202461554	SEWER LIFT STATION	296.65
	PUD	ACCT #200164598	SOURCE OF SUPPLY	326.00
	PUD	ACCT #201639630	GOLF ADMINISTRATION	810.88
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #201098969	PUMPING PLANT	2,014.67
	PUD	ACCT #202576112	STREET LIGHTING	2,500.08
	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #202882098	STREET LIGHTING	9,107.73
	PUD		STREET LIGHTING	14,245.43
158530	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	37.87
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	40.13
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	44.66
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	49.18
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	54.85
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	67.45
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	75.39
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	90.18
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	141.41
158531	PUGET SOUND REGIONAL	PSRC MEMBERSHIP DUES FY2023	NON-DEPARTMENTAL	22,848.00
158532	RICHARD PARSONS	UB REFUND	WATER/SEWER OPERATION	65.19
158533	ROBERT BROOKE AND AS	SUPPLIES FOR PARK BATHROOMS	GENERAL FUND	-47.63
	ROBERT BROOKE AND AS		PARK & RECREATION FAC	554.37
158534	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	146.63
	SCHNEIDER, P DIANE		COURTS	146.63
158535	SECURE A SITE, INC.	MONTHLY RENTAL OF FENCING	CAPITAL EXPENDITURES	389.90
158536	SHERWIN WILLIAMS	PAINT	FACILITY REPLACEMENT	430.87
158537	SISKUN POWER EQUIPME	GRINDING WHEEL, GEAR CASE	SMALL ENGINE SHOP	417.82
	SISKUN POWER EQUIPME	BACKPACK BLOWER #V69	STORM DRAINAGE	667.31
158538	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	597.30
158539	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	7.25
	SMARSH INC		CITY CLERK	7.25
	SMARSH INC		COMMUNITY	7.25
	SMARSH INC		CRIME PREVENTION	7.25
	SMARSH INC		COMMUNITY SERVICES UNIT	7.25

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 10/12/2022 TO 10/12/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158539	SMARSH INC	TEXT MESSAGE ARCHIVING	PROPERTY TASK FORCE	7.25
	SMARSH INC		RECREATION SERVICES	7.25
	SMARSH INC		PARK & RECREATION FAC	7.25
	SMARSH INC		LEGAL-GENL	7.25
	SMARSH INC		GENERAL	7.25
	SMARSH INC		EQUIPMENT RENTAL	7.25
	SMARSH INC		FACILITY MAINTENANCE	7.25
	SMARSH INC		YOUTH SERVICES	14.50
	SMARSH INC		WATER QUAL TREATMENT	14.50
	SMARSH INC		CUSTODIAL SERVICES	14.50
	SMARSH INC		COMPUTER SERVICES	14.50
	SMARSH INC		FINANCE-GENL	21.75
	SMARSH INC		PERSONNEL ADMINISTRATION	21.75
	SMARSH INC		SOLID WASTE CUSTOMER	21.75
	SMARSH INC		COMMUNITY	36.25
	SMARSH INC		COMMUNITY SERVICES UNIT	36.25
	SMARSH INC		GENERAL	36.25
	SMARSH INC		LEGAL - PROSECUTION	43.50
	SMARSH INC		OFFICE OPERATIONS	43.50
	SMARSH INC		COMPUTER SERVICES	45.94
	SMARSH INC		STORM DRAINAGE	50.75
	SMARSH INC		EXECUTIVE ADMIN	58.00
	SMARSH INC		POLICE INVESTIGATION	72.50
	SMARSH INC		DETENTION & CORRECTION	72.50
	SMARSH INC		WASTE WATER TREATMENT	79.75
	SMARSH INC		UTIL ADMIN	101.50
	SMARSH INC		POLICE ADMINISTRATION	116.00
	SMARSH INC		ENGR-GENL	152.25
	SMARSH INC		POLICE PATROL	420.50
158540	SMITH, BRAD	WSPCA 2022 FALL K9 SEMINAR	POLICE PATROL	206.50
158541	SNO CO TREASURER	GUN RANGE RENTAL	POLICE TRAINING-FIREARMS	255.00
158542	SNO CO TREASURER	JAIL CREDIT	DETENTION & CORRECTION	-1,776.51
	SNO CO TREASURER	JAIL MEDICAL CREDIT	DETENTION & CORRECTION	-1,704.86
	SNO CO TREASURER	JAIL HOUSING - AUGUST	DETENTION & CORRECTION	103,461.19
158543	SNOHOMISH CO 911	ASSESSMENTS	COMMUNICATION CENTER	91,372.54
158544	SONITROL	MONITORING	COURT FACILITIES	47.50
	SONITROL		NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PUBLIC SAFETY BLDG	250.22
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.18
158545	SOUND PUBLISHING	ORGANICS COLLECTION SERVICES	SOLID WASTE OPERATIONS	36.24
158546	SOUND PUBLISHING	ORGANICS COLLECTION SERVICE	SOLID WASTE CUSTOMER	36.24
158547	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	423.80
158548	SOUND PUBLISHING	PREPAREDNESS ADVERTISEMENT	EXECUTIVE ADMIN	495.00
158549	SOUND SAFETY	UNIFORM - MILLER	UTIL ADMIN	297.85



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158550	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
158551	SRV CONSTRUCTION	PAY ESTIMATE/RETAINAGE #1	UTILITY CONSTRUCTION	-25,817.87
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	548,632.94
158552	STAIR, FRANK	COMMERCIAL LIC. RENEWAL - STAIR	UTIL ADMIN	136.00
158553	STAPLES	STAPLER	MUNICIPAL COURTS	15.64
	STAPLES	CARD STOCK	RECREATION SERVICES	38.37
	STAPLES		RECREATION SERVICES	45.03
	STAPLES	LAMINATOR	RECREATION SERVICES	100.33
	STAPLES	INK TONER	MUNICIPAL COURTS	136.40
	STAPLES	LAMINATOR, COPY PAPER	RECREATION SERVICES	147.36
	STAPLES	TONER	MUNICIPAL COURTS	206.76
	STAPLES	EASEL MARKERS, PAPER	PROBATION	334.10
	STAPLES	POST-IT NOTES, PAPER, SCISSORS	MUNICIPAL COURTS	413.13
158554	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	246.25
158555	STERICYCLE, INC.	SHREDDING SERVICE - EXEC	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20
158556	SUN BADGE CO	BADGE REPAIR	POLICE ADMINISTRATION	39.00
158557	SUNNYSIDE NURSERY	PLANT COMPOST	WASTE WATER TREATMENT	34.99
	SUNNYSIDE NURSERY	ACER ARMSTRONG	PARK & RECREATION FAC	253.80
158558	THINKTANK COWORK	FEE FOR MEETING SPACE	POLICE PATROL	82.35
158559	TRUE NORTH EQUIPMENT	FORM CYLINDER WITH SENSOR	ER&R	6,084.32
158560	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	151.88
158561	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	16.73
	UNITED PARCEL SERVIC		POLICE PATROL	41.39
158562	UNIVERSAL FIELD	SERVICES PROVIDED JULY 2022	GMA - STREET	430.08
158563	USA BLUEBOOK	HYDROCHLORIC ACID	SUNNYSIDE FILTRATION	24.40
	USA BLUEBOOK	SUPPLIES - WQ	SUNNYSIDE FILTRATION	1,031.53
158564	USDA-APHIS-WILDLIFE	PERSONNEL COMP/PROGRAM SUPPORT	STORM DRAINAGE	27.96
158565	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.25
	VERIZON		POLICE INVESTIGATION	480.33
	VERIZON		POLICE PATROL	2,440.73
158566	VERIZON	I-PADS	POLICE PATROL	8,298.53
158567	VERIZON	WIRELESS SERVICE	SEWER MAIN COLLECTION	29.00
	VERIZON		PURCHASING/CENTRAL	29.00
	VERIZON		CITY CLERK	41.86
	VERIZON		YOUTH SERVICES	41.86
	VERIZON		CRIME PREVENTION	41.86
	VERIZON		PROPERTY TASK FORCE	41.86
	VERIZON		FACILITY MAINTENANCE	41.86
	VERIZON		FINANCE-GENL	125.58
	VERIZON		PERSONNEL ADMINISTRATION	125.58
	VERIZON		UTILITY BILLING	139.89
	VERIZON		EQUIPMENT RENTAL	141.72
	VERIZON		WATER QUAL TREATMENT	152.73
	VERIZON		CUSTODIAL SERVICES	157.86
	VERIZON		SEWER LIFT STATION	200.07
	VERIZON		TRANSPORTATION	200.09
	VERIZON		COMMUNITY SERVICES UNIT	254.31
	VERIZON		LEGAL - PROSECUTION	261.16
	VERIZON		PARK & RECREATION FAC	273.86
	VERIZON		LEGAL-GENL	277.55

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/12/2022 TO 10/12/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158567	VERIZON	WIRELESS SERVICE	MUNICIPAL COURTS	289.34
	VERIZON		RECREATION SERVICES	297.73
	VERIZON		OFFICE OPERATIONS	376.16
	VERIZON		POLICE INVESTIGATION	418.60
	VERIZON		SOLID WASTE CUSTOMER	420.58
	VERIZON		WATER SUPPLY MAINS	440.49
	VERIZON		DETENTION & CORRECTION	458.61
	VERIZON		COMMUNITY	493.22
	VERIZON		EXECUTIVE ADMIN	504.43
	VERIZON		STORM DRAINAGE	598.89
	VERIZON		POLICE ADMINISTRATION	695.06
	VERIZON		WASTE WATER TREATMENT	731.32
	VERIZON		COMPUTER SERVICES	1,029.75
	VERIZON		GENERAL	1,029.95
	VERIZON		ENGR-GENL	1,551.88
	VERIZON		UTIL ADMIN	2,060.42
	VERIZON		POLICE PATROL	2,217.20
158568	VISION CHURCH	GRANT COVID RELIEF	COMMUNITY	11,250.00
158569	VORTEX SERVICES, LLC	MAINTENANCE	STORM DRAINAGE	19,725.00
158570	WA AUDIOLOGY SRVCS	DATA ENTRY/MANAGEMENT FEE	DETENTION & CORRECTION	21.00
158571	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	333.03
158572	WELCOME MAGAZINE	ADVERTISEMENT	PLANNING & COMMUNITY DEV	960.00
158573	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	385.64
158574	WESTERN EQUIPMENT	TINE	SMALL ENGINE SHOP	248.06
158575	WESTERN GRAPHICS	GRAPHICS #P161, P191	POLICE PATROL	1,899.73
158576	WESTERN NURSERY	EMERALD GREENS	WASTE WATER TREATMENT	215.47
158577	WESTERN SYSTEMS	PARTS FOR RRFB SYSTEM	TRANSPORTATION	14,040.86
	WESTERN SYSTEMS		CITY STREET - GENERAL	23,184.87
158578	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	435.60
158579	WETLAND RESOURCES	CRITICAL AREA REPORT/AREA STUDY	GMA-PARKS	1,120.00
158580	WILDER CUSTOM CONS	KITCHEN REMODEL-COMMUNITY CENTER	GMA-PARKS	11,731.68
158581	WORK WORLD	UNIFORM - PHIPPS	SOLID WASTE OPERATIONS	200.00
158582	YEOMAN, ALYSSA	LADIES LOL COMEDY SHOW	OPERA HOUSE	325.00
158583	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	61.74
158584	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	63.73
158585	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	63.88
158586	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	65.31
158587	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	81.86
158588	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
158589	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.28

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
FOR INVOICES FROM 10/12/2022 TO 10/12/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>1,562,408.80</u></u>
STICKERYOU INC.	VOID	158365	INITIATOR ERROR	\$259.63
ALEX FREED	VOID	140563	CHECK LOST/DAMAGED	\$30.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,562,119.17



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** October 19th, 2022 Claims in the Amount of \$792,533.73 Paid by EFT Transactions and Check Numbers 158590 through 158719 with Check Numbers 157745 and 158514 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[101922.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158590	REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2022	GENERAL FUND	1,483.02
	REVENUE, DEPT OF		GOLF COURSE	2,126.62
158591	EVERETT OFFICE	ACOUSTIC POD	CAPITAL EXPENDITURES	12,143.61
158592	PREMERA BLUE CROSS	CLAIMS PAID 10/1 TO 10/8/22	MEDICAL CLAIMS	86,797.35
158593	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	30.35
	911 SUPPLY INC.	UNIFORM - GAY	POLICE PATROL	32.00
	911 SUPPLY INC.		POLICE PATROL	105.03
	911 SUPPLY INC.	BLUE GUNS	POLICE TRAINING-FIREARMS	106.13
158594	ABDILKAREEM, SULIMAN	REFUND BASKETBALL	PARKS-RECREATION	85.00
	ABDILKAREEM, SULIMAN		PARKS-RECREATION	85.00
158595	ALEXANDER PRINTING	PRINTING SERVICE	DETENTION & CORRECTION	84.75
	ALEXANDER PRINTING		DETENTION & CORRECTION	84.75
	ALEXANDER PRINTING	ONE PAGERS FOR CIC	PLANNING & COMMUNITY DEV	522.69
158596	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	71.25
	ALPHA COURIER INC		WASTE WATER TREATMENT	71.50
	ALPHA COURIER INC		WASTE WATER TREATMENT	93.33
	ALPHA COURIER INC		WASTE WATER TREATMENT	295.00
158597	AMAZON CAPITAL	CREDIT FOR INV. #1QQL-4L9N-6JNL	FINANCE-GENL	-27.30
	AMAZON CAPITAL	FRAME	POLICE ADMINISTRATION	7.65
	AMAZON CAPITAL	OFFICE SUPPLIES	CITY CLERK	8.75
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	30.52
	AMAZON CAPITAL	MAILBOX LABELS	POLICE PATROL	41.46
	AMAZON CAPITAL	OFFICE SUPPLIES	FINANCE-GENL	47.29
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	74.85
	AMAZON CAPITAL		POLICE INVESTIGATION	89.64
	AMAZON CAPITAL	HALLOWEEN DECORATIONS	RECREATION SERVICES	154.70
	AMAZON CAPITAL	MAILBOX LABELS	POLICE ADMINISTRATION	200.70
	AMAZON CAPITAL	BOOKS FOR TESTING	POLICE TRAINING-FIREARMS	376.70
158598	APS, INC.	INK FOR STAMP MACHINE	LEGAL - PROSECUTION	84.23
	APS, INC.		CITY CLERK	84.24
	APS, INC.		EXECUTIVE ADMIN	84.24
	APS, INC.		FINANCE-GENL	84.24
	APS, INC.		PERSONNEL ADMINISTRATION	84.24
	APS, INC.		UTILITY BILLING	84.24
158599	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	244.38
158600	ARIES BLDG SYSTEMS	PORTABLE RENTAL	STORM DRAINAGE	683.75
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	683.75
158601	ARONSON, DWIGHT	UB REFUND	WATER/SEWER OPERATION	203.08
158602	ASTOUND BUSINESS	I-NET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS	FIBER IRU MAINTENANCE	CENTRAL SERVICES	111.40
	ASTOUND BUSINESS	I-NET	CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
158603	BANK OF AMERICA	SHORT PAID STATEMENT - NOW CLOSED	EXECUTIVE ADMIN	0.42
158604	BANK OF AMERICA	TRAINING/MEMBERSHIP	LEGAL - PROSECUTION	30.00
	BANK OF AMERICA		LEGAL-GENL	80.00
158605	BANK OF AMERICA	REGISTRATION/REFRESHMENTS	PROBATION	78.50
	BANK OF AMERICA		MUNICIPAL COURTS	187.50
158606	BARRON HEATING	REFUND MECHANICAL PERMIT	NON-BUS LICENSES AND	49.00
158607	BAYLESS ELECTRIC LLC	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	75.00
158608	BELLEME, JOSEPH	EXPENSES FROM LEVA TRAINING	POLICE INVESTIGATION	229.00
158609	BERNALDO, SHARON	REFUND SEW TOGETHER	PARKS-RECREATION	40.00

DATE: 10/20/2022  
 TIME: 1:24:15PM

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158610	BLUHM, WILLIAM	UB REFUND	WATER/SEWER OPERATION	45.96
158611	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	129.62
158612	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	252.00
	BOMAR, RICK		RECREATION SERVICES	336.00
	BOMAR, RICK		RECREATION SERVICES	462.00
	BOMAR, RICK		RECREATION SERVICES	672.00
158613	BOWMAN, LISA	UB REFUND	WATER/SEWER OPERATION	381.49
158614	BUSSE, JAN	UB REFUND	WATER/SEWER OPERATION	6.37
158615	CASCADE COLUMBIA	PAX XL	WASTE WATER TREATMENT	16,022.55
	CASCADE COLUMBIA	PAX XL	WASTE WATER TREATMENT	16,056.79
	CASCADE COLUMBIA	PAX XL	WASTE WATER TREATMENT	18,475.43
158616	CENTRAL WELDING SUPP	LATEX GLOVES	WASTE WATER TREATMENT	984.60
158617	CHRISTY SR, STEPHEN	UB REFUND	WATER/SEWER OPERATION	118.54
158618	CNR INC	CNR LABOR	COMPUTER SERVICES	92.44
158619	COMMERCIAL FIRE	FLEET FIRE EXTINGUISHER	ER&R	17.50
	COMMERCIAL FIRE		ER&R	501.68
158620	COOP SUPPLY	REPAIRS	POLICE PATROL	7.20
	COOP SUPPLY		POLICE PATROL	17.26
	COOP SUPPLY		POLICE PATROL	35.53
	COOP SUPPLY		POLICE PATROL	56.63
158621	EAGLE FENCE	CHAIN LINK FENCE REPAIR	ROADSIDE VEGETATION	2,784.23
158622	EVERETT OFFICE	MAILBOX SORTER FOR MCC	CAPITAL EXPENDITURES	5,470.00
158623	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	322.20
158624	FELDMAN & LEE P.S.	PUBLIC DEFENDER CONTRACT	PUBLIC DEFENSE	52,000.00
158625	GAMBA, MARY LOU	COMEDY SHOW	OPERA HOUSE	325.00
158626	GARNER, JENNIFER	REFUND BASKETBALL	PARKS-RECREATION	85.00
158627	GEOTEST SERVICES INC	MATERIAL TESTING	SURFACE WATER CAPITAL	426.65
158628	GREENWOOD HEATING	REFUND MECHANICAL PERMIT	NON-BUS LICENSES AND	35.00
158629	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	287.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158629	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
158630	GUSTAFSON & ASSOC	REAL ESTATE APPROVAL	GMA - STREET	2,000.00
158631	HARTENIAN, ELISE & L	UB REFUND	GARBAGE	270.21
158632	HAYES, MICHAEL	UB REFUND	WATER/SEWER OPERATION	9.21
158633	HD FOWLER COMPANY	BRASS BALL VALVE	ROADWAY MAINTENANCE	16.45
158634	HENDERSON, JEANICE &	UB REFUND	WATER/SEWER OPERATION	201.01
158635	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	48.50
	HOME DEPOT USA		CUSTODIAL SERVICES	90.94
	HOME DEPOT USA	TOWEL DISPENSER	UTIL ADMIN	202.17
	HOME DEPOT USA	LADDER, SPOT LIGHT	WASTE WATER TREATMENT	345.11
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	511.65
158636	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
158637	INDUSTRIAL COMMUN	FCC LICENSE RENEWAL	COMPUTER SERVICES	1,292.00
158638	ISENBERG, MICHAEL	UB REFUND	WATER/SEWER OPERATION	19.08
158639	IVY, RACHEL	UB REFUND	WATER/SEWER OPERATION	283.55
158640	JEFFERSON, JAMIE	REFUND BASKETBALL	PARKS-RECREATION	85.00
158641	JUDD & BLACK	MICROWAVES, REFRIGERATOR	CAPITAL EXPENDITURES	1,673.73
158642	KAISER PERMANENTE	TESTS AND VACCINATION	EXECUTIVE ADMIN	156.00
158643	KARTAK, CAMERON	UB REFUND	WATER/SEWER OPERATION	241.98
158644	KEATON, JUSTIN	UB REFUND	WATER/SEWER OPERATION	13.55
158645	KEN BLANCHARD COMPAN	SELF-LEADERSHIP COURSE	NON-DEPARTMENTAL	310.20
158646	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	97.50
158647	LARSEN, BRIDGETTE	CITY LOGO MARKETING	EXECUTIVE ADMIN	37.06
	LARSEN, BRIDGETTE	DRONE CERTIFICATION TEST	EXECUTIVE ADMIN	175.00
	LARSEN, BRIDGETTE	TRAINING IN NEWMAN LAKE, WA	EXECUTIVE ADMIN	497.79
158648	LIEN LE	UB REFUND	GARBAGE	117.46
158649	LIEN LE		WATER/SEWER OPERATION	154.52
158650	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	85.33
	LOOMIS		UTIL ADMIN	85.33
	LOOMIS		UTILITY BILLING	170.65
	LOOMIS		MUNICIPAL COURTS	170.65

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158650	LOOMIS	ARMORED TRUCK SERVICE	POLICE ADMINISTRATION	170.66
	LOOMIS		GOLF ADMINISTRATION	227.54
158651	MACLEOD RECKORD,PLLC	BILLING THROUGH 9/30/22	GMA-PARKS	4,872.16
158652	MALOY, MIKE	UB REFUND	WATER/SEWER OPERATION	25.00
158653	MARYSVILLE FIRE	INMATE EMERGENCY TRANSPORT	DETENTION & CORRECTION	434.37
158654	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	113.55
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	219.66
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	736.44
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	784.55
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	8,267.29
158655	MAYORS AND BUSINESS	EXECUTIVE LEADERSHIP DUES	NON-DEPARTMENTAL	15,000.00
158656	MC CLURE & SONS INC	PAY ESTIMATE #6	SURFACE WATER CAPITAL	284,216.55
158657	MCKESSON MEDICAL	GLOVES	POLICE PATROL	632.59
158658	MCSHANE, PAUL	PHOTOS	POLICE INVESTIGATION	112.08
158659	MCWETHY, LUCAS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	425.00
158660	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	22.85
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	22.85
	MOUNTAIN MIST		SEWER MAIN COLLECTION	22.85
158661	NAPA AUTO PARTS	AIR FILTERS	SMALL ENGINE SHOP	17.01
	NAPA AUTO PARTS	BRAKE PADS/ROTORS #V022	EQUIPMENT RENTAL	216.95
158662	NATIONAL BARRICADE	BARREL AND BASE RENTAL	ROADWAY MAINTENANCE	305.48
158663	NW EMERGENCY PHYSICI	INMATE EMERGENCY SERVICE	DETENTION & CORRECTION	566.00
158664	OATES, DEREK	PATROL/K9 WSPCA SEMINAR	POLICE PATROL	206.50
158665	ODP BUSINESS SOLUTIO	SUPPLIES	OFFICE OPERATIONS	8.81
	ODP BUSINESS SOLUTIO		OFFICE OPERATIONS	235.10
	ODP BUSINESS SOLUTIO		OFFICE OPERATIONS	259.67
158666	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	988.80
158667	OVERTON SAFETY TRAIN	BOOM TRUCK OPERATOR TRAINING	UTIL ADMIN	800.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	800.00
	OVERTON SAFETY TRAIN		UTIL ADMIN	3,200.00
158668	PEACE OF MIND	10/03 COUNCIL WORK SESSION	CITY CLERK	149.60
	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	153.00
	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	159.80
158669	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	94.78
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	95.94
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	109.28
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	168.73
	PETROCARD SYSTEMS		ENGR-GENL	171.75
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	220.25
	PETROCARD SYSTEMS		COMMUNITY	233.96
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,683.37
	PETROCARD SYSTEMS		GENERAL	3,075.64
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,103.18
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,921.62
	PETROCARD SYSTEMS		POLICE PATROL	11,756.39
158670	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	10,606.41
	PGC INTERBAY LLC		MAINTENANCE	13,971.78
158671	PH CONSULTING LLC	BILLING THROUGH 9/30/22	GMA - STREET	21,682.13
158672	PR LIFTING LLC	WORK-OUT EQUIPMENT	POLICE PATROL	9,996.29
158673	PUBLIC SAFETY TESTIN	Q3 SUBSCRIPTION FEES	PERSONNEL ADMINISTRATION	1,378.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158674	PUD	ACCT #201225067	PARK & RECREATION FAC	80.66
158675	PUD	ACCT #201142098	PARK & RECREATION FAC	8.12
	PUD	ACCT #201346665	SEWER LIFT STATION	19.84
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	19.84
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	19.84
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	19.84
	PUD	ACCT #205195373	PARK & RECREATION FAC	22.05
	PUD	ACCT #205481823	GOLF ADMINISTRATION	23.52
	PUD	ACCT #202011813	PUMPING PLANT	23.60
	PUD	ACCT #200973956	SEWER LIFT STATION	24.47
	PUD	ACCT #200501617	TRANSPORTATION	28.99
	PUD	ACCT #200061463	PARK & RECREATION FAC	32.94
	PUD	ACCT #204829691	STREET LIGHTING	41.93
	PUD	ACCT #200660439	STREET LIGHTING	42.91
	PUD	ACCT #202294245	SEWER LIFT STATION	46.48
	PUD	ACCT #202524690	PUMPING PLANT	50.25
	PUD	ACCT #200448801	TRANSPORTATION	50.72
	PUD	ACCT #203500020	STREET LIGHTING	51.42
	PUD	ACCT #202303301	SEWER LIFT STATION	61.02
	PUD	ACCT #203996343	STREET LIGHTING	62.15
	PUD	ACCT #201628880	WASTE WATER TREATMENT	62.43
	PUD	ACCT #221610405	STREET LIGHTING	64.31
	PUD	ACCT #221115934	MAINT OF GENL PLANT	70.85
	PUD	ACCT #222664310	TRANSPORTATION	70.99
	PUD	ACCT #222664740	TRANSPORTATION	79.83
	PUD	ACCT #220681340	STORM DRAINAGE	80.92
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	105.61
	PUD	ACCT #222663973	TRANSPORTATION	106.89
	PUD	ACCT #201909637	SEWER LIFT STATION	107.35
	PUD	ACCT #203291216	GENERAL	121.56
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	122.17
	PUD	ACCT #222025900	PUMPING PLANT	165.96
	PUD	ACCT #220020531	STREET LIGHTING	229.46
	PUD	ACCT #201675634	WASTE WATER TREATMENT	402.01
	PUD	ACCT #202177333	MAINT OF GENL PLANT	699.31
	PUD	ACCT #201587284	WASTE WATER TREATMENT	721.89
	PUD	ACCT #201639689	MAINT OF GENL PLANT	829.49
	PUD	ACCT #201617479	CITY HALL	1,143.37
	PUD	ACCT #200021871	COURT FACILITIES	1,324.00
158676	REECE TRUCKING	ASPHALT	ROADWAY MAINTENANCE	79.63
	REECE TRUCKING		ROADWAY MAINTENANCE	322.29
158677	REID,JOHN E. & ASSOC	TRAINING REGISTRATION - ADAMS	POLICE TRAINING-FIREARMS	550.00
158678	RODDA	PAINT GUN	TRAFFIC CONTROL DEVICES	659.40
158679	SAFETY, HEALTH AND E	CONFINED SPACE TRAINING	UTIL ADMIN	110.71
	SAFETY, HEALTH AND E		UTIL ADMIN	110.71
	SAFETY, HEALTH AND E		SOLID WASTE OPERATIONS	221.43
	SAFETY, HEALTH AND E		UTIL ADMIN	332.14
	SAFETY, HEALTH AND E		UTIL ADMIN	332.14
	SAFETY, HEALTH AND E		UTIL ADMIN	332.15
	SAFETY, HEALTH AND E		TRAINING	442.86
	SAFETY, HEALTH AND E		UTIL ADMIN	442.86

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158680	SAFEWAY INC.	PW MEETING REFRESHMENTS	UTIL ADMIN	30.53
158681	SAFEWAY INC.	PW MEETING REFRESHMENTS	UTIL ADMIN	41.43
158682	SCORE	SCORE HOUSING	DETENTION & CORRECTION	13,013.60
158683	SECURE A SITE, INC.	TAKE OVER/RESET FEE	CAPITAL EXPENDITURES	218.80
158684	SOUND PUBLISHING	ORDINANCE 3234	CITY CLERK	36.24
158685	SOUND PUBLISHING	PUBLIC HEARING	CITY CLERK	79.24
158686	SOUND PUBLISHING	ENGINEERING DESIGN SERVICE	GMA - STREET	96.56
158687	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	936.88
158688	STAPLES	THERMAL POUCHES	RECREATION SERVICES	118.10
158689	STERICYCLE, INC.	SHREDDING SERVICE	CITY CLERK	12.21
158690	STUFLICK, WILL	SAFETY TRAINING SESSION	EXECUTIVE ADMIN	216.16
158691	SUNBELT RENTALS	MINI EXCAVATOR RENTAL	GMA-PARKS	277.83
158692	SUPERIOR RESTROOMS	PORTABLE RESTROOM CLEANING	ROADWAY MAINTENANCE	142.22
158693	SWAIN, DONALD & BROO	UB REFUND 8326 57TH PL NE	WATER/SEWER OPERATION	312.40
158694	SWANA	SOLID WASTE ASSOC. DUES-BEEDLE	SOLID WASTE OPERATIONS	290.00
	SWANA	SOLID WASTE ASSOC. DUES-KNUTSEN	SOLID WASTE OPERATIONS	290.00
158695	THE TIGER KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	45.00
	THE TIGER KIDS		RECREATION SERVICES	144.00
	THE TIGER KIDS		RECREATION SERVICES	144.00
	THE TIGER KIDS		RECREATION SERVICES	216.00
	THE TIGER KIDS		RECREATION SERVICES	216.00
158696	TULALIP CHAMBER	REFUND - MEGA MIXER	GENERAL FUND	500.00
158697	TWISTED HOLLY RANCH	HOLIDAY DISPLAY	COMMUNITY EVENTS	3,194.48
158698	TYLER BUSINESS FORMS	TAX FORMS	FINANCE-GENL	946.25
158699	ULINE	RACKS	POLICE PATROL	812.45
158700	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	39.91
	UNITED PARCEL SERVICE		POLICE PATROL	130.32
158701	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	121.72
158702	UNITED SITES OF MARY	ADA RESTROOM SERVICE	PARK & RECREATION FAC	464.80
	UNITED SITES OF MARY		PARK & RECREATION FAC	464.80
	UNITED SITES OF MARY		PARK & RECREATION FAC	724.80
158703	VAIL, BIRK & SUNNY	UB REFUND	WATER/SEWER OPERATION	252.19
158704	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	21.50
	VERIZON		CITY CLERK	41.82
	VERIZON		YOUTH SERVICES	41.82
	VERIZON		CRIME PREVENTION	41.82
	VERIZON		PROPERTY TASK FORCE	41.82
	VERIZON		FACILITY MAINTENANCE	41.82
	VERIZON		COMPUTER SERVICES	88.64
	VERIZON		UTILITY BILLING	124.83
	VERIZON		PERSONNEL ADMINISTRATION	125.46
	VERIZON		EQUIPMENT RENTAL	126.64
	VERIZON		FINANCE-GENL	133.63
	VERIZON		WATER QUAL TREATMENT	145.15
	VERIZON		CUSTODIAL SERVICES	174.64
	VERIZON		TRANSPORTATION	200.05
	VERIZON		SEWER LIFT STATION	200.11
	VERIZON		LEGAL-GENL	212.29
	VERIZON		PARK & RECREATION FAC	213.82
	VERIZON		COMMUNITY SERVICES UNIT	254.11
	VERIZON		RECREATION SERVICES	259.98

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158704	VERIZON	WIRELESS SERVICE	LEGAL - PROSECUTION	260.92
	VERIZON		MUNICIPAL COURTS	289.18
	VERIZON		OFFICE OPERATIONS	295.95
	VERIZON		SOLID WASTE CUSTOMER	346.30
	VERIZON		EXECUTIVE ADMIN	379.57
	VERIZON		POLICE INVESTIGATION	418.20
	VERIZON		WATER SUPPLY MAINS	440.52
	VERIZON		DETENTION & CORRECTION	458.21
	VERIZON		COMMUNITY	493.07
	VERIZON		STORM DRAINAGE	578.11
	VERIZON		WASTE WATER TREATMENT	659.12
	VERIZON		POLICE ADMINISTRATION	687.00
	VERIZON		GENERAL	909.76
	VERIZON		COMPUTER SERVICES	1,023.57
	VERIZON		ENGR-GENL	1,446.83
	VERIZON		UTIL ADMIN	1,849.53
	VERIZON		POLICE PATROL	2,565.54
158705	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	38.30
158706	WELSH COMMISSIONING	AUDITOR CHECKLISTS	CAPITAL EXPENDITURES	8,544.50
158707	WEST PAYMENT CENTER	WA COURT RULES STATE V.I. 2023	LEGAL - PROSECUTION	265.84
	WEST PAYMENT CENTER	CHARGES FROM 9/1 TO 9/30/22	LEGAL-GENL	400.65
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	400.65
158708	WET RABBIT EXPRESS	CAR WASH #V055	PARK & RECREATION FAC	7.20
	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	481.80
158709	WOOLDRIDGE, CRYSTIL	WFOA CONFERENCE	FINANCE-GENL	84.13
158710	WORKSAFE SERVICE	RANDOM DRUG TEST	PERSONNEL ADMINISTRATION	55.00
158711	WORNICK, AUSTIN W &	UB REFUND	WATER/SEWER OPERATION	395.49
158712	WSB EXCAVATION	PAY ESTIMATE #2	GMA - STREET	64,282.90
158713	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	36.38
	ZIPLY FIBER		POLICE INVESTIGATION	36.39
158714	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	25.90
	ZIPLY FIBER		MUNICIPAL COURTS	110.41
158715	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	207.33
158716	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	111.47
	ZIPLY FIBER		SUNNYSIDE FILTRATION	125.71
158717	ZIPLY FIBER	LOCAL AND LD LINES	COMMUNITY INFO SERV	9.39
	ZIPLY FIBER		CRIME PREVENTION	9.39
	ZIPLY FIBER		PROPERTY TASK FORCE	9.39
	ZIPLY FIBER		WATER QUAL TREATMENT	9.39
	ZIPLY FIBER		PURCHASING/CENTRAL	9.39
	ZIPLY FIBER		FACILITY MAINTENANCE	9.39
	ZIPLY FIBER		CITY CLERK	18.78
	ZIPLY FIBER		YOUTH SERVICES	18.78
	ZIPLY FIBER		SOLID WASTE CUSTOMER	18.78
	ZIPLY FIBER		COMPUTER SERVICES	18.78
	ZIPLY FIBER		LEGAL-GENL	28.18
	ZIPLY FIBER		STORM DRAINAGE	28.18
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	37.57
	ZIPLY FIBER		PARK & RECREATION FAC	37.57
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	37.57
	ZIPLY FIBER		GENERAL	37.57

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/19/2022 TO 10/19/2022**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
158717	ZIPLY FIBER	LOCAL AND LD LINES	LEGAL - PROSECUTION	46.96
	ZIPLY FIBER		RECREATION SERVICES	56.35
	ZIPLY FIBER		EQUIPMENT RENTAL	56.35
	ZIPLY FIBER		FINANCE-GENL	84.53
	ZIPLY FIBER		UTILITY BILLING	84.53
	ZIPLY FIBER		POLICE INVESTIGATION	93.92
	ZIPLY FIBER		COMPUTER SERVICES	93.96
	ZIPLY FIBER		EXECUTIVE ADMIN	103.31
	ZIPLY FIBER		POLICE ADMINISTRATION	103.31
	ZIPLY FIBER		OFFICE OPERATIONS	103.31
	ZIPLY FIBER		WASTE WATER TREATMENT	103.31
	ZIPLY FIBER		MUNICIPAL COURTS	112.71
	ZIPLY FIBER		UTIL ADMIN	150.28
	ZIPLY FIBER		COMMUNITY	169.06
	ZIPLY FIBER		ENGR-GENL	197.24
	ZIPLY FIBER		DETENTION & CORRECTION	197.24
	ZIPLY FIBER		POLICE PATROL	450.83
158718	ZOHO CORPORATION	EVENT LOG ANALYZER	COMPUTER SERVICES	736.48
158719	ZORO	MIRRORS FOR THE JAIL	DETENTION & CORRECTION	179.48

**WARRANT TOTAL: 794,735.14**

MGP IX PROPERTIES, LLC.	VOID	INITIATOR ERROR	157745	\$1,686.41
NRPA	VOID	INITIATOR ERROR	158514	\$515.00

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: \$ 792,533.73**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shelli Edwards, Public Works

**ITEM TYPE:** Bid Award

**AGENDA SECTION:** **Review Bids**

**SUBJECT:** Waste Water Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the WWTP Near Term Tertiary Treatment Improvements project contract with McClure and Sons, Inc. in the amount of \$2,944,094.03 and approve a management reserve of \$294,410.00 for a total allocation of \$3,238,504.03.

**SUMMARY:**

The WWTP Near Term Tertiary Treatment Improvements project will address increased quantities of daphnia and large algal blooms that occur throughout the lagoon system during the warmer months. Both of these factors result in an overabundance of suspended fine particles in the effluent discharge. This has resulted in poor performance of the sand filter tertiary treatment system and occasional exceedances of the City's wastewater discharge permit limits for total suspended solids. These project improvements will significantly reduce the amount of fine particles and trash entering the sand filter system. Construction will include furnishing and installation of a precast concrete vault, trash rack, straining header, pump, band screen, grating, screening compactor, and electrical and control systems.

This project's bid opening was held on October 13, 2022. The City received 4 bids as shown on the attached bid tabulation. The low bidder was McClure and Sons, Inc. at \$3,067,399.87 for the base bid and \$2,944,094.03 for the bid alternate. The bid alternate is recommended.

References have been checked and found to be satisfactory.

Contract Bid:	\$2,944,094.03
Management Reserve:	<u>\$294,410.00</u>
Total:	\$3,238,504.03

---

**ATTACHMENTS:**

[Bid Tab Certified.pdf](#)

[Marysville Near Term Project Manual - CONTRACT.pdf](#)

WWTP Near Term Tertiary Treatment Improvements  
Certified Bid Tab

Certified Bid Tab

10/13/2022

40230594.563000.S1503 WWTP Near Term Tertiary Treatment Improvements

Apparent Low Bid

Section Item	Description	Quantity	Unit	Engineer's Estimate		Award Construction		McClure and Sons, Inc		Strider Construction		SRV Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
I.	MOBILIZATION/DEMOLITION, BONDS, AND INSURANCE	1	LS	\$367,335.00	\$367,335.00	\$200,000.00	\$200,000.00	\$135,000.00	\$135,000.00	\$320,000.00	\$320,000.00	\$280,000.00	\$280,000.00
II.	DEWATERING AND EXCAVATION SAFETY	1	LS	\$74,598.00	\$74,598.00	\$105,000.00	\$105,000.00	\$95,000.00	\$95,000.00	\$150,000.00	\$150,000.00	\$79,000.00	\$79,000.00
III.	BAND SCREEN EQUIPMENT(BASE BID O/VO) PER SECTION 11150)	1	LS	\$500,250.00	\$500,250.00	\$580,000.00	\$580,000.00	\$595,859.00	\$595,859.00	\$655,000.00	\$655,000.00	\$660,000.00	\$660,000.00
IV.	BAND SCREEN SYSTEM	1	LS	\$314,266.00	\$314,266.00	\$400,000.00	\$400,000.00	\$390,000.00	\$390,000.00	\$750,000.00	\$750,000.00	\$440,000.00	\$440,000.00
V.	AUTOMATIC STRAINER SYSTEM	1	LS	\$553,459.00	\$553,459.00	\$1,085,000.00	\$1,085,000.00	\$1,073,000.00	\$1,073,000.00	\$730,000.00	\$730,000.00	\$1,180,000.00	\$1,180,000.00
VI.	ELECTRICAL IMPROVEMENTS	1	LS	\$251,350.00	\$251,350.00	\$285,000.00	\$285,000.00	\$299,980.00	\$299,980.00	\$280,000.00	\$280,000.00	\$349,000.00	\$349,000.00
VII.	SYSTEMS INTEGRATION	1	LS	\$149,109.00	\$149,109.00	\$220,000.00	\$220,000.00	\$100,000.00	\$100,000.00	\$225,000.00	\$225,000.00	\$260,000.00	\$260,000.00
VIII.	AIR GAP SYSTEM CONTROLS	1	LS	\$81,075.00	\$81,075.00	\$38,000.00	\$38,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$47,000.00	\$47,000.00
IX.	FORCE ACCOUNT	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
				\$222,445.55	\$222,445.55	\$280,872.00	\$280,872.00	\$263,560.87	\$263,560.87	\$302,210.00	\$302,210.00	\$316,780.00	\$316,780.00
Sales Tax @ 9.4%													
TOTAL BASE BID				\$2,588,887.55	\$2,588,887.55	\$3,268,872.00	\$3,268,872.00	\$3,067,399.87	\$3,067,399.87	\$3,517,210.00	\$3,517,210.00	\$3,686,780.00	\$3,686,780.00

Bid Alternate Section Item	Description	Quantity	Unit	Engineer's Estimate		Award Construction		McClure and Sons, Inc		Strider Construction		SRV Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11150 3A	BAND SCREEN EQUIPMENT(ALT BID HYDRODYNE PER SECTION 11150)	1	LS	\$0.00	\$0.00	\$520,000.00	\$520,000.00	\$483,148.00	\$483,148.00	\$600,000.00	\$600,000.00	\$590,000.00	\$590,000.00
				\$0.00	\$0.00	\$48,880.00	\$48,880.00	\$45,415.91	\$45,415.91	\$56,400.00	\$56,400.00	\$55,460.00	\$55,460.00
Sales Tax @ 9.4%													
Subtotal Item 3A				\$0.00	\$0.00	\$568,880.00	\$568,880.00	\$528,563.91	\$528,563.91	\$656,400.00	\$656,400.00	\$645,460.00	\$645,460.00
TOTAL ALTERNATE A BID*				\$1,727,348.05	\$1,727,348.05	\$3,203,232.00	\$3,203,232.00	\$2,944,094.03	\$2,944,094.03	\$3,457,040.00	\$3,457,040.00	\$3,610,200.00	\$3,610,200.00

\* Total Alternate A Bid is Total Base Bid, except substituting Alternate Bid Item No. 3a and associated sales tax



## PUBLIC WORKS CONTRACT

**THIS PUBLIC WORKS CONTRACT** (the “Contract”) 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 (the “City”) and McClure and Sons, Inc., a corporation, organized under the laws of the State of Washington, located and doing business at 15714 Country Club Drive, Mill Creek, WA 98012, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- 1 **SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

### **WWTP Near Term Tertiary Treatment Improvements**

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- This Contract;
- The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- Special Provisions
- Plans, Drawings, Project and Technical Specifications;
- Addenda (if any)
- Contractor's Proposal/Bid
- Payment Bond and Performance Bond; and
- All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.



The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- 2 TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within two hundred twenty five (225) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- 3 COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Two million, nine hundred forty-four thousand, ninety-four dollars and three cents (\$2,944,094.03) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated 10/13/2022. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- 4 ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- 5 INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
  1. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
  2. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
  3. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

\_\_\_\_\_ (City initials)                      \_\_\_\_\_ (Contractor initials)

- 4. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

**6 CONTRACT ADMINISTRATION.**

This Contract shall be administered \_\_\_\_\_ (Contractor Representative) on behalf of the Contractor and by Thadd Zehnder (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City:  
City of Marysville  
Public Works  
Attn: Thadd Zehnder  
80 Columbia Ave  
Marysville, WA 98270

- 7 **PREVAILING WAGES.** The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_(CONTRACTOR)

By: \_\_\_\_\_

(Name)

Its: \_\_\_\_\_

(Title)

Attested/Authenticated:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney





**CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF  
STATUTORY RETAINED PERCENTAGE**

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

Select one:

- (1) Retained in a fund by the City.** No interest will be earned on the retained percentage amount under this election.
  
- (2) Deposited in an Interest-Bearing Account.** Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

*If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.*

- (3) Placed in an Escrow Account Chosen by Contractor.** Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

*If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.*

- (4) Bond in Lieu of Retainage.** In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

*If this option is selected, the Contractor must complete the attached "Retainage Bond" form.*

Contractor

\_\_\_\_\_  
Contractor's Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Assignment of Savings or Time Deposit Escrow  
Retained Percentage Holding Account**

The undersigned McClure and Sons, hereby referenced to as "Contractor" has directed CITY OF MARYSVILLE herein referred to as "Agency" to deliver its warrants or checks payable to \_\_\_\_\_, herein after the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # \_\_\_\_\_ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

**Contractor: McClure and Sons, Inc.**

**Agency: City of Marysville**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Bank**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



<b>Project</b>	WWTP Near Term Tertiary Treatment Improvements (S2101)
<b>Contractor</b>	McClure and Sons, Inc.
<b>Bank</b>	

The Undersigned, McClure and Sons, Inc., hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

Under the terms of the Contract, and pursuant to Chapter 60.28. RCW, the Contractor and the Public Body have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the “Retainage Account”) with \_\_\_\_\_ (the “Bank”), subject to the following instructions:

**RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS**

- Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.
- Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.
- Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank’s name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.
- Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.



- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

**5. Bank Duties and Responsibilities.** Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

**6. Change of Completion Date.** Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date,

the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. **Return of Funds to City.** At the City’s sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. **Compensation of Bank.** Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City’s written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. **Termination of Escrow By Bank.** Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

## 10. **Definitions**

“*Agreement*” shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.

“*Bank*” shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

“*Check*” shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

“*City*” shall mean the City of Marysville, a municipal corporation of the State of Washington.

“*Completion Date*” shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

“*Contractor*” shall mean the undersigned contractor.

“*Escrow Account*” shall mean the escrow created by this Agreement.

“*Eligible Securities*” are those bonds and securities identified in the paragraph 4 above.

“Retainage” shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. **Miscellaneous.**

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

A. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

<p>AGREED AND ACCEPTED this the ___ day of _____, 2022.</p> <p>_____</p> <p>CONTRACTOR</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the ___ day of _____, 2022.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____</p> <p>Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>_____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the ___ day of _____, 2022.</p> <p>_____</p> <p>BANK</p> <p>By: _____</p> <p>Printed name: _____</p> <p>Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Jon Walker, City Attorney</p>

## EXHIBIT A

**City Supplied Information.** The City provides the following information:

<b>Project</b>	WWTP Near Term Tertiary Treatment Improvements
	S2101
<b>Contractor</b>	McClure and Sons, Inc.
<b>Bank</b>	
<b>Completion Date</b>	260 days from Notice to Proceed. Contract time shall begin on the first working day following the Notice to Proceed Date.

**Bank Supplied Information.** Bank provides the following information:

<b>Bank</b>	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
<b>Escrow Account</b>	Account Name	
	Bank Account #	

**Contractor Supplied Information.** Contractor provides the following information:

<b>Contractor</b>	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

**RETAINAGE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that McClure and Sons, Inc.(Contractor), a corporation organized under the laws of the State of \_\_\_\_\_, and registered to do business in the State of Washington as a contractor, as Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of \_\_\_\_\_ and \_\_\_/100's Dollars (\$\_\_\_\_\_), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on \_\_\_\_\_, 2022, the Principal executed a contract (the "Contract") with the City known as:

Project Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

And,

WHEREAS, said Contract and RCW Chapter 60.28 require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal during the progress of the construction, hereinafter referred to as "earned retained funds"; and

WHEREAS, the Principal has requested that the City accept a retainage bond and release earned retained funds to the Principal, as allowed under RCW Chapter. 60.28;

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to indemnify, defend, and hold the City harmless from any and all loss, costs or damages that the City may sustain by reason of release of said earned retained funds to Principal, then this obligation to be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change

order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

The City Attorney may, in his or her discretion, waive conditions of the bond as appropriate.

The bond must be duly executed by the contractor and a surety that is (1) authorized to do business as a surety in the State of Washington and (2) rated at least "A" or better and with a numerical rating of no less than seven (7) by A.M. Best Company. The bond must be accompanied by a fully executed Power of Attorney appointing the signer for the surety as the surety's attorney-in-fact.

Principal

---

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Surety

---

Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Send bond release information to:**

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City/State)

ACCEPTED  
CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

Date: \_\_\_\_\_

Approved as to Form

By \_\_\_\_\_  
Jon Walker, City Attorney

Date: \_\_\_\_\_

# PART 4 - PREVAILING WAGE RATES

Washington State Prevailing Wage Rates are available for Look up at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

County: Snohomish County      Publication Date: Sept. 29, 2022

The prevailing wage rates in Snohomish County are determined by the bid due date for a public works project (the bid due date as shown in the Call for Bids) and these rates apply to that project until it is completed, unless the contract award date is six months or more after the bid due date. In this case the award date would determine the rates to be paid. The bid due date is the date that General Contractor bids for the project are due to the Awarding Agency. All sub-contractors use this same bid due date and award date.

A copy of the prevailing rate rates are available for viewing at the Marysville Public Works Department, 80 Columbia, Marysville, Washington (360-363-8100) or a hard copy can be mailed upon request.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Haylie Miller, Community Development

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** Public Hearings

**SUBJECT:** **Ordinance** to extend the interim regulations established by Ordinance 3216, related to the maximum residential density allowed in the Community Business Zone.

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_, extending the interim regulations adopted by Ordinance 3216 by six (6) months.



**SUMMARY:**

On May 23, 2022, City Council adopted Ordinance 3216 (Attachment 3), establishing six-month interim development regulations related to the maximum residential density allowed in the Community Business (CB) zone by amending MMC Section 22C.020.080. Under RCW 36.70A.390, a city may adopt interim regulations, provided it holds a hearing on the interim regulation within 60 days of establishing the regulation. A public hearing on the interim regulations was held on July 11, 2022. The Economic Development Committee (EDC) and Staff recommend City Council consider extending the interim regulations adopted in Ordinance 3216 (Attachment 3) by six (6) months. This action would continue to limit residential density to a maximum of 12 units per acre with commercial uses required on the ground floor. During the extended interim regulation timeframe, staff proposes to create a form based code, or pursue a master plan approach for the currently vacant, approximately 100-acre CB zoned areas, south of the Gissberg Twin Lakes Park (Attachment 4).

Staff recommends City Council directs staff to work with the Planning Commission to craft a permanent code to ensure that the area is developed primarily with commercial uses, allowing residential uses secondary to the primary commercial use with residential allowed to be distributed on-site, subject to specific Gross Floor Area Ratio (GFAR) and design requirements, allow for more flexible regulations related to the minimum commercial requirements and to identify a more meaningful placement of commercial spaces within the area. The code change may then be forwarded to the EDC for review, in advance of action by City Council.

---


**ATTACHMENTS:**

[0 AB-CB zone CA22-007.docx.pdf](#)

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: October 24, 2022**

<b>AGENDA ITEM:</b>	
Consider extending the interim regulations established by Ordinance 3216, adopted May 23, 2022, and related to the maximum residential density allowed in the Community Business zone by amending MMC Section 22C.020.080. A public hearing has been scheduled for October 24, 2022.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Haylie Miller, Community Development Director	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Staff memorandum to City Council</li> <li>2. Proposed Ordinance</li> <li>3. Ordinance 3216</li> <li>4. Map of Community Business zoned properties</li> <li>5. Density Regulation examples</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<p><b>SUMMARY:</b> On May 23, 2022, City Council adopted Ordinance 3216 (Attachment 3), establishing six-month interim development regulations related to the maximum residential density allowed in the Community Business (CB) zone by amending MMC Section 22C.020.080. Under RCW 36.70A.390, a city may adopt interim regulations, provided it holds a hearing on the interim regulation within 60 days of establishing the regulation. A public hearing on the interim regulations was held on July 11, 2022.</p> <p>The Economic Development Committee (EDC) and Staff recommend City Council consider extending the interim regulations adopted in Ordinance 3216 (Attachment 3) by six (6) months. This action would continue to limit residential density to a maximum of 12 units per acre with commercial uses required on the ground floor. During the extended interim regulation timeframe, staff proposes to create a form based code, or pursue a master plan approach for the currently vacant, approximately 100-acre CB zoned areas, south of the Gissberg Twin Lakes Park (Attachment 4).</p> <p>Staff recommends City Council directs staff to work with the Planning Commission to craft a permanent code to ensure that the area is developed primarily with commercial uses, allowing residential uses secondary to the primary commercial use with residential allowed to be distributed on-site, subject to specific Gross Floor Area Ratio (GFAR) and design requirements, allow for more flexible regulations related to the minimum commercial requirements and to identify a more meaningful placement of commercial spaces within the area. The code change may then be forwarded to the EDC for review, in advance of action by City Council.</p>	
<p><b>RECOMMENDED ACTION:</b> The EDC and Staff recommends extending the interim regulations established in Ordinance 3216 by six (6) months</p> <p><b>RECOMMENDED MOTION:</b> I recommend adopting Ordinance No. ____, extending the interim regulations adopted by Ordinance 3216 by six (6) months.</p>	



## MEMORANDUM

**TO:** City Council

**FROM:** Haylie Miller, Community Development Director

**DATE:** October 24, 2022

**SUBJECT:** Code Amendments for the Community Business (CB) Zone, MMC 22C.020

**CC:** Gloria Hirashima, Chief Administrative Officer  
Chris Holland, Planning Manager  
Angela Gemmer, Principal Planner

### Recommendation:

The Economic Development Committee and Staff recommends that the City Council consider extending the interim regulations adopted in Ordinance 3216 (Attachment 3) by six months. This action would continue to limited residential to a maximum of 12 units per acre with commercial uses required on the ground floor.

During the extended interim regulation timeframe, staff proposes to create a form based code and/or pursue a master plan approach for the vacant, approximately 100-acre CB zoned area<sup>1</sup>, south of the Gissberg Twin Lakes Park herein referred to as Area 1.

Staff recommends that City Council direct staff to work with the Planning Commission to craft a permanent code to ensure that the area is developed with commercial as well as residential uses, allow for more flexible regulations related to the minimum commercial requirements and to identify a more meaningful placement of commercial spaces within the area. The code change may then be forwarded to the EDC and the full City Council for review.

### CB Zone Issue - Legislative History:

The following sections provide an overview of the history and legislative actions to date related to this land use issue.

### Background:

Neither the County's Buildable Lands Report nor the City's Comprehensive Plan have assigned residential density to the Community Business zone as its primary use was envisioned to be commercial in nature.

---

<sup>1</sup> See area 1, south of Twin Lakes in Attachment 4.

As summarized in the Land Use Element of the Comprehensive Plan, the commercial areas in Marysville initially were located in the Downtown area and expanded along State Avenue and Smokey Point Boulevard. Improving these areas and increasing the jobs-to-housing ratio in the City are important to Marysville residents. The Community Business designation is one of a series of commercial land use categories identified in the Land Use Element to provide adequate and convenient supply of goods and services for Marysville residents, including workers and the traveling public. The CB zone is intended to furnish space for a wide variety of general retail activities and services, serving a number of neighborhoods.

The Comprehensive Plan further states, the CB zone is intended to serve a larger area than one neighborhood, but remain auxiliary to Marysville's downtown. Activities in this land use would be more automobile-oriented, serving a larger area and, therefore, might require an automobile to reach them. The uses would be such that one might go to an area and be able to run several errands or accomplish several tasks in one or two stops. Activities that might be permitted could be department and large grocery stores, along with other uses that would draw people from many areas, as opposed to just the immediate neighborhood. Some personal services and office uses would also be permitted. The land use is intended for small individual businesses or an integral complex of several firms or businesses serving retail, office, and personal services.

The criteria and standards listed in the Land Use Element for the CB land use designation<sup>2</sup> are provided below:

**i. Criteria and Standards**

- **Site Size:** 5 - 20 acres; serving radius: 1 1/2 - 2 mile (15 - 20,000 population)
- **Types of Stores:** department and large grocery stores; other uses that need the support of several neighborhoods rather than a single neighborhood; personal services and offices; individual, small businesses or an integral complex of several firms or businesses serving retail, office, and personal services
- **Access:** Arterial streets
- **Number of Stores:** 15-25, range of gross floor area: 100,000 - 200,000 sq. ft.
- **Implementation:** Some commercial activities that have a repair or light industrial component should be included here, e.g. bike sales and repair, coffee roasting (if in conjunction with a shop), shoe sales and repair, candy sales and manufacture, computer sales and service, dry cleaning plants and retail, jewelry and watch sales and repairs, hardware, appliances, and electrical items sales and service (these could be limited by size, to

---

<sup>2</sup> As outlined in section IV.C.II.c.i., of the Land Use Element of the [Comprehensive Plan](#).

differentiate which should be in General Commercial, and which here); as well as other commercial activities such as banks, fabric stores, luggage and leather goods, barber and beauty shops, automotive and boat sales, trade or business schools, hobby, toy and game shops, laundromats, sun tanning salons, second hand stores, pawn shops. Day care I are permitted within existing single family residences. Automotive repair and service is a conditional use. Things which should not be located in this land use are foundries or metal fabrication, flour, feed, and seed processing, go-cart tracks, race tracks, and outdoor storage.

- ii. Identification of Areas: For the general location of commercial land uses. Other land uses may also occupy these areas. For more detailed location information, see the Planning Area maps in Section G of the Land Use Element.

### **Marysville Municipal Code (MMC) Background:**

The primary intent of MMC Section 22C.020.030 (2) Community Business and Community Business – Whiskey Ridge Zones is provided below.

- (a) The purpose of the community business (CB) and community business – Whiskey Ridge (CB-WR) zones is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses. These purposes are accomplished by:
  - (i) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;
  - (ii) Allowing for a mix of housing and retail/service uses; provided, that housing is not allowed in the community business – Whiskey Ridge zone; and
  - (iii) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses.
- (b) Use of this zone is appropriate in community business areas that are designated by the comprehensive plan and are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

**Discussion:**

City of Marysville Planning staff have received several inquiries over the last year related to high density residential uses within the CB zone. Some inquires have proposed hundreds of units on parcels zoned CB, with minimal to no commercial uses.

The market is highly conducive to residential uses and many applicants are seeking to develop large multifamily development projects in this zone throughout the City. The developments typically include as minimal commercial uses as possible to address the minimum code requirements. The CB zone currently permits multifamily units; however, all units must be located above a street-level commercial use. Inquiries have included multifamily amenities, such as, ground level parking, leasing offices, recreational facilities, live-work units, etc. The amenities proposed have been for private tenant use rather than traditional commercial uses available to the public.

**Proposed Amendment Background:*****Planning Commission Review***

On April 12, 2022 the Planning Commission held a workshop session to consider several alternatives provided by staff below:

1. Maintain the existing code. The CB zone currently permits multifamily uses above a street-level commercial use at a base density of 12 dwelling units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions.
2. Remove multifamily uses as a permitted use in the CB zone.
3. Reduce the base and maximum multifamily densities in the CB zone.
4. Reduce the maximum height of mixed use buildings in the CB Zone.

The Planning Commission recommended the approach outlined in Alternative 1 above, resulting in no code change. This approach maintains the existing code that requires commercial uses on the first level with an unlimited amount of multifamily units above the first level, subject to the current maximum allowable building height.

Some Planning Commissioners noted that commercial construction is not viable at this time and that residential uses are needed to bridge the housing shortage in Marysville. The Planning Commission further suggested that there be more flexible options on the first level. Examples included, structured parking in place of required commercial uses or to allow a flex type use which would allow the space to be built for commercial uses but occupied by residential until a future date when commercial uses may be more feasible. This concept is currently allowed in Arlington.

Staff recommended that, at the very least, the code be maintained to require 100 percent commercial uses on the first level, with the exception of a limited number of ADA units (as cited in code). Staff cautioned against allowing any further flexibility in the code related to multifamily uses in the CB zone.

The majority of the Planning Commission was in support of Alternative 1 while one commissioner was not, and requested that a conditional use permit or other flexibility measures be implemented to allow for multifamily-only developments in this zone on a case-by-case basis, or on a temporary or permanent basis.

### ***City Council Review***

The City Council reviewed the alternatives and the Planning Commission's recommendation during the May 2<sup>nd</sup> and May 9<sup>th</sup> City Council meetings, including one additional alternative (Alternative 5). Alternative 5 contemplates rezoning one area or all areas in the CB zone.

The City Council ultimately directed staff to schedule a public hearing on May 23, 2022 to consider Alternative 3 (as referenced above) – to reduce the maximum density in the CB Zone.

On May 23<sup>rd</sup>, the City Council adopted Ordinance 3216, which established interim development regulations related to the maximum residential density allowed in the Community Business zone by amending MMC Section 22C.020.080. The purpose of the interim regulation is to allow adequate time for the City to effectively analyze and prepare regulations related to multifamily uses in the CB zone. The formal public hearing related to the interim regulations was held on July 15<sup>th</sup>.

Following the public hearing, staff indicated that the interim regulations set forth in Ordinance 3216 are in effect for six months and automatically expire at the conclusion of that six month period (November 23, 2022). Council adopted the proposed amendment below, requiring a base and max density of 12 units per acre.

The City Council directed Staff to bring this issue to the EDC to review in more detail prior to forwarding to the full council to discuss the design regulations for commercial uses and the options for a permanent code change related to density<sup>3</sup>.

### **Economic Development Committee Review:**

This item was briefly discussed during the July 25, 2022 Economic Development Committee meeting. The EDC directed staff to speak further with applicants about the issue and investigate if there was an appropriate balance of retail versus multifamily uses in Area 1. Staff met with

---

<sup>3</sup> Examples of various density ranges for projects are provided in Attachment 5.

five retail experts in the region about this vacant CB zoned area. Staff summarized the following key issues with the retail experts during each meeting:

- The current CB zone requires 100 percent commercial uses on the first level with multifamily units on top of the commercial.<sup>4</sup>
- Several applicants have contacted the City about Area 1, asking if the CB zone could allow for all multifamily or substantially less commercial in order for the project to pencil. Many applicants explained that if commercial uses were included in a project, the commercial spaces would likely be vacant and the pro forma assigned zero profit for these units.
- Staff and applicants have noted that the market may not be conducive for ground floor commercial uses in every building located in this approximately 100-acre area. This may mean that this site will be undeveloped for several years.
- Staff pointed out that the City “held out” for over thirty years in order to carry out the job-oriented, industrial vision for the Cascade Industrial Center (CIC). Many applicants over the years requested to do residential uses there and the answer from the City was no. This approach/direction may be needed for the CB zone in order to preserve the commercial areas in Marysville.
- A pre-application has been submitted in May 2022 for a vertical mixed use development with approximately 528 multifamily units through the application of Residential Density Incentives (RDI). Under the interim regulations, the project would yield 293 units at 12 units per acre. There has been no further activity from this developer since they were informed about the adoption of interim regulations.
- Staff was concerned the original vision for this area (which was primarily commercial in nature due to the proximity to I-5 and the future 156<sup>th</sup> I-5 interchange) was changing into multifamily residential with little commercial components.
- The City Council adopted interim regulations (Ordinance 3216 – Attachment 2) to reduce the amount of multifamily units permitted from no maximum limit down to 12 units per acre.
- There appears to be mixed directions provided by the City Council on whether to leave the zone as-is and let the market decide what develops there versus restricting multifamily uses in order to preserve the commercial nature of the area and encourage dense, multifamily development in other areas of the City.

---

<sup>4</sup> 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 following questions/comments/suggestions were provided by the retail experts to staff:

- Where does Marysville want to see dense multifamily, long term?
- Where does Marysville want to see commercial, long term?
- If a reduced amount of commercial is required in Area 1, dense multifamily will likely result in that area.
- Will this area (if dense multifamily is allowed) compete with Downtown?
- Commercial thrives with very good access and good parking. Area 1 (currently) is not as easily accessible as the development to the north where Costco is. It appears to be off the main drag. Most consumers will stop somewhere else on the way to this area. Note: this will likely change when the 156<sup>th</sup> interchange is constructed and when access is provided to the west, over the BNSF right of way thus increasing AM and PM trips in the area.
- Area 1 cannot compete with big box stores in the area, located north of the site (Costco area) and east of the site (Lowe's, Walmart in Arlington) and south of the site (Outlet mall, other big boxes in Tulalip).
- Local and/or specialty retail would work the best in the area based on its location to other commercial uses.
- A livable, specifically designed community would be ideal here. This area could serve as a north anchor hub in Marysville and cater to the new incoming approximately 20,000 CIC workers.
- Be careful to not compete with the Downtown and Waterfront revitalizations.
- Master planning and/or a form based code approach was suggested by all parties.
- Retail would work best on the corners of residential buildings or along certain arterials. Retail would not work best under all buildings in this large area based on the commercial uses in the surrounding area.

Staff believes this area needs a more specific plan (potentially similar to the City's 88<sup>th</sup> Street Master Plan) with a more focused vision in order for it to be successful. Staff proposes that the EDC consider recommending that the Council extend the interim regulations to require 12 units per acre for the CB area in the meantime. This will prevent the area from developing with an unlimited amount of residential units with empty commercial units on the ground level. In addition, staff believes there is a benefit to providing a specific plan for this area in order to strategically locate retail uses in meaningful areas along arterial roads, between I-5 and the residential uses and on the corners of the buildings.

This plan could result in *equal or less* commercial overall but would provide a more meaningful community design in that area. Staff believes the area could inadvertently compete with Downtown (if the area allows for a substantial amount of residential units) and would like to spend more time researching the best approach.

Staff recommended to the Economic Development Committee that the interim regulations (allowing up to 12 units per acre) be extended for six months after the expiration date on November 23, 2022. Staff recommended that a permanent code change be drafted to reduce units but allow for more flexible regulations related to the commercial minimums and placement of commercial spaces in the development.

The Economic Development Committee directed staff to forward this issue to the City Council with the recommendation as presented on page 1 of this memo.

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RENEWING FOR AN ADDITIONAL SIX MONTHS THE INTERIM DEVELOPMENT REGULATIONS ESTABLISHED BY ORDINANCE 3216, WHICH RELATED TO THE MAXIMUM DENSITY: DWELLING UNIT/ACRE IN THE COMMUNITY BUSINESS ZONE AND WHICH AMENDED MMC SECTION 22C.020.080.**

WHEREAS, RCW 35A.63.220 provides cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote public health, safety, aesthetics, and welfare, the City of Marysville (the “City”) provides development regulations for the permitting of certain uses within specific zoning districts; and

WHEREAS, the Community Business zone was originally envisioned to be primarily commercial in nature, and neither the County’s Buildable Lands Report nor the City’s Comprehensive Plan assigned residential density to the Community Business zone; and

WHEREAS, multiple-family dwelling units are currently a permitted use within the Community Business zone, subject to certain conditions, including that residential units be located above a street-level commercial use (with the exception for the allowance of two ADA units on the street level, subject to an approved conditional use permit); and

WHEREAS, the market is currently highly conducive to residential uses, and City staff have received several development inquiries related to exclusive multi-family development within the Community Business (CB) zone and inquiries with minimal commercial uses proposed; and

WHEREAS, the development inquiries within the Community Business zone are inconsistent with the original vision for this zone; and

WHEREAS, the Community Business zone is spread throughout different locations of the City, which different locations have undergone differing levels of growth and development over the past several years; and

WHEREAS, the changed market conditions in differing portions of the Community Business zone may warrant a rezone of certain parts of the Community Business zone; and

WHEREAS, on May 23, 2022, the City Council adopted Ordinance 3216, which adopted interim development regulations that established residential density limits in the Community Business zone, by amending MMC 22C.020.080 (which Ordinance 3216 is attached hereto as **Exhibit A**); and

WHEREAS, the City adopted Ordinance 3216 in order to provide it time to consider: (a) the appropriateness of multiple-family dwelling units as a permitted use within the Community Business zone as a whole; (b) potential density requirements on multiple-family dwelling units in the Community Business zone; and (c) a potential rezone of certain portions of the Community Business zone; and

WHEREAS, Ordinance 3216 expires on November 23, 2022; and

WHEREAS, RCW 35A.63.220 authorizes the renewal of interim regulations for an additional six-month period, effective November 23, 2022; and

WHEREAS, the City has determined that renewal of the interim development regulations as adopted by Ordinance 3216 is necessary to allow adequate time for the City to effectively analyze and develop new development regulations sufficient to provide for appropriate permitting of residential land uses in the Community Business zone, and to allow adequate time for the City to consider a potential rezone of certain portions of the Community Business zone; and

WHEREAS, pursuant to RCW 35A.63.220, on October 24, 2022, the City Council conducted a public hearing on the renewal of the interim development regulations as adopted by Ordinance 3216 and took public testimony and considered findings of fact.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's findings of fact in support of the renewal of the interim development regulations adopted by Ordinance 3216.

Section 2. Renewal of Interim Development Regulations; Duration. The interim development regulations adopted by Ordinance 3216 on May 23, 2022, attached hereto as **Exhibit A**, are renewed and shall remain in full force and effect for six (6) months following the effective date of this Ordinance.

Section 3. 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 4. 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 5. Effective Date. This ordinance shall become effective on November 23, 2022.

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: \_\_\_\_\_

## EXHIBIT A

### 22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote set forth in MMC [22C.020.090](#).

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	MU (12)	LI	GI	BP	REC	P/I	WR-MU (15)	WR-CB (15)
Base density: Dwelling unit/acre	None (18)	12	12	28 (1)	0	0	0	0	0	12	0
Maximum density: Dwelling unit/acre	None (18)	<del>None (13)</del> 12	None (13)	28	0	0	0	0	0	18 (13)	0
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side) 20 feet (rear)	None (4)	None (4)	None (9)	None (4) 50 feet (5)	None (4) 50 feet (5)	None (4)	None (4)	None (4)	5 feet (9, 16, 17)	None (4)
Base height (6)	25 feet	55 feet	35 feet	45 feet	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. 3216**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS RELATING TO THE MAXIMUM DENSITY: DWELLING UNIT/ACRE IN THE COMMUNITY BUSINESS ZONE BY AMENDING MARYSVILLE MUNICIPAL CODE SECTION 22C.020.080; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF THE INTERIM DEVELOPMENT REGULATIONS; SETTING A PUBLIC HEARING DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the RCW 35A.63.220 provides cities the right to establish and adopt interim development regulations; and

**WHEREAS**, to promote public health, safety, aesthetics, and welfare, the City of Marysville (the "City") provides development regulations for the permitting of certain uses within specific zoning districts; and

**WHEREAS**, the Community Business zone was originally envisioned to be primarily commercial in nature, and neither the County's Buildable Lands Report nor the City's Comprehensive Plan assigned residential density to the Community Business zone; and

**WHEREAS**, multiple-family dwelling units are currently a permitted use within the Community Business zone, subject to certain conditions, including that residential units be located above a street-level commercial use (with the exception for the allowance of two ADA units on the street level, subject to an approved conditional use permit); and

**WHEREAS**, the market is currently highly conducive to residential uses, and City staff have received development inquiries related to high-density multi-family development within the Community Business (CB) zone and inquiries with minimal commercial uses proposed; and

**WHEREAS**, establishing a density limit in the Community Business zone would better ensure that future developments in the Community Business zone are consistent with the intended vision for this zone; and

**WHEREAS**, the City has determined that interim development regulations adopted under the provisions of RCW 35A.63.220 are necessary to prevent new and high density development in the Community Business Zone that are inconsistent with the intent and vision of that zone, and to allow adequate time for the City to effectively analyze and develop new development regulations sufficient to provide for appropriate permitting of residential land uses in the Community Business zone.



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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations as set forth in **Exhibit A** to this Ordinance, amending MMC 22C.020.080.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting beginning at 7:00 p.m. on July 11, 2022 in order to take public testimony and to consider adopting further findings of fact.

Section 5. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without an immediate adoption of the interim development regulations as set forth in **Exhibit A**, applications for high-density residential developments within the Community Business zone could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the interim development regulations as set forth in **Exhibit A** must be adopted as an emergency measure to protect the public health, safety, and welfare, and to prevent the submission of applications for high-density developments within the Community Business zone in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights.

Section 6. 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 7. 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 8. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, safety, aesthetics and welfare, shall take effect and be in full force immediately upon its passage. Pursuant to *Matson v. Clark County board of Commissioners*, 79 Wn. App. 641, 904 P.2d317 (1995), non-exhaustive



underlying facts necessary to support this emergency declaration are included in the recitals, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

PASSED by the City Council and APPROVED by the Mayor this 23<sup>rd</sup> day of May, 2022.


CITY OF MARYSVILLE

By:   
\_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By:   
\_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By:   
\_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: 5/27/22

Effective Date: 5/23/22

# Exhibit A

## 22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

(c) Development standards are listed down the left side of the table, and the zones are listed at the top. The matrix cells contain the minimum dimensional requirements of the zone. The parenthetical numbers in the matrix identify specific requirements applicable either to a specific use or zone. If more than one standard appears in a cell, each standard will be subject to any applicable parenthetical footnote set forth in MMC 22C.020.090.

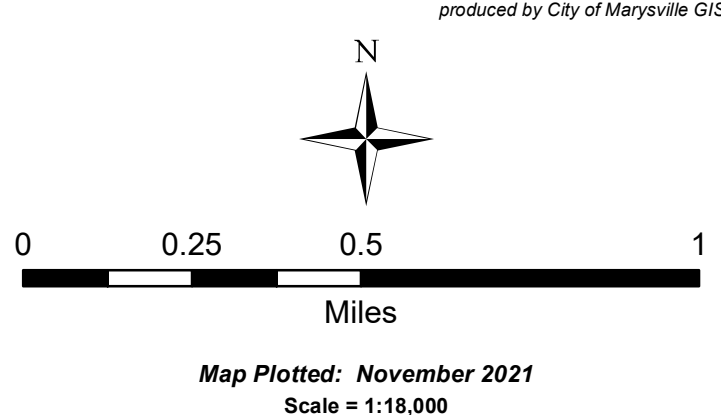
(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	MU (12)	LI	GI	BP	REC	P/I	WR-MU (15)	WR-CB (15)
Base density: Dwelling unit/acre	None (18)	12	12	28 (1)	0	0	0	0	0	12	0
Maximum density: Dwelling unit/acre	None (18)	12 None (13)	None (13)	28	0	0	0	0	0	18 (13)	0
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side) 20 feet (rear)	None (4)	None (4)	None (9)	None (4) 50 feet (5)	None (4) 50 feet (5)	None (4)	None (4)	None (4)	5 feet (9, 16, 17)	None (4)
Base height (6)	25 feet	55 feet	35 feet	45 feet	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%



# City of Marysville Comprehensive Plan

- Urban Growth Boundary
- City Limits
- Master Plan Area
- PSRC Manufacturing/Industrial Center
- General Commercial
- Community Business
- Community Business - Whiskey Ridge
- Downtown Core
- Flex
- Flex Residential
- Neighborhood Business
- Main Street
- Middle Housing 1
- Middle Housing 2
- Midrise Multi-Family
- Mixed Use
- 88 - Mixed Use
- General Industrial
- Light Industrial
- R28 Multi-Family High
- R18 Multi-Family Medium
- R12 Multi-Family Low
- R8 Single Family High Small Lot
- R6.5 Single Family High
- R4.5 Single Family Medium
- WR-R-4.8 Whiskey Ridge, Single Family High
- WR-R-6-18 Whiskey Ridge, Multi-Family Medium
- Public-Institutional
- Recreation
- Open



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF ACCURACY OR COMPLETENESS OF THE DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR THE TRUTH AND ACCURACY OF THE DATA AND ANY DAMAGE TO PERSONS OR PROPERTY FROM ANY USE OF THIS DATA.

Cascade Industrial Center (CIC) includes land within the cities of Marysville and Arlington. The full extent of the CIC within Arlington is not shown.

SMOKEY POINT MASTER PLAN

CASCADE INDUSTRIAL CENTER

116TH STREET MASTER PLAN

88TH STREET MASTER PLAN

DOWNTOWN MASTER PLAN

WHISKEY RIDGE MASTER PLAN

1. Predominately Vacant "Greenland"

May be rezoned to R-4.5 SFM subject to a traffic analysis that assesses 140th Street and the future connector from 140th Street NE to 172nd Street NE including the alignment of said connector.

2. "Gateway Shopping Center," MHP, Hotels, Fast Food, Car Wash and Retail.

3. Fred Meyer, Coastal, Cinema, Retail, Credit Union & Office

4. Hagen, Bank, Retail, Chick-fil-A, Starbucks, Holiday Inn Express, Applebee's & Fuel

6. Safeway Plaza, MHP, Retail & Office

7. Bartell Drugs, Altitude, Retail & Office

5. Vacant "Greenland" & Critical Areas

8. Walmart



**Density Regulations:**

Examples of various densities are provided below to illustrate what types of developments could materialize at different density ranges.

Per MMC 22C.020.080 (2), the base density is 12 units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions. The City Council may consider a lower base density, maximum density, or a density range such as 8 to 10, 10 to 12 or 12 to 18 units per gross acre.

Staff has selected a vacant site in the CB zone, south of Twin Lakes to demonstrate what the proposed density ranges and trip generation would be on a 16.5-acre site in the CB zone.

Figure 1. Example Site, 16.5-acres



**Table 1. Example Site (16.5-acres): Residential Density and Traffic Trip<sup>1</sup> Scenarios**

Max Density: Units/Acre	Total Units	Trips 7-9 AM 0.4 trips/unit	Trips 4-6 PM 0.51/unit	Average Daily Trips 6.74/day
8	132	53	67	890
10	165	66	84	1,112
12	198	79	101	1,335
14	231	92	118	1,557
16	264	106	135	1,779
18	297	119	151	2002

<sup>1</sup> Traffic trip rates are based on a Multifamily Housing (Low-Rise) rate from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition (2021).

20	330	132	168	2224
22	363	145	185	2446

For the same site, staff is providing traffic figures associated with a commercial only development scenario for comparison purposes.

**Table 2. Example Site (16.5-acres): Shopping Center use and Traffic Trip<sup>2</sup> Scenarios**

Land Use	Total Square Footage	Trips 7-9 AM 0.84 trips/1,000 SF	Trips 4-6 PM 3.40 trips/1,000 SF	Average Daily Trips 37 trips /1,000 SF
Shopping Center	250,000 (covering 1/5 of the example site)	210	850	9,250

The density ranges provided for the Example Site in Table 1 (above) range from 8 to 22 dwelling units per acre. For comparison, multi-family developments in the Lakewood Neighborhood, zoned Mixed Use, have a base and maximum density of 28 dwelling units per acre and have developed to the following densities:

- **The Lodge Phase 1:** 22 du/acre (188 units/8.6 acres)
- **The Lodge Phase 2:** 23 du/acre (160 units/7.1 acres)
- **The Lodge Phase 3 & 4:** 18 du/acre (344 units/19.5 acres)
- **Vintage at Lakewood:** 27 du/acre (197 units/7.3 acres)
- **The Lodge Phase 5:** 22 du/acre (204 units/9.4 acres)
- **Marysville 172 Apartments:** 27 du/acre (474 units/17.4 acres)

Note: the Lodge Phases 1 – 3 and Vintage at Lakewood have been constructed and are occupied. The Lodge Phase 4 is currently under construction. The Lodge Phase 5 & Marysville 172 Apartments are currently under formal land use review.

<sup>2</sup> Traffic trip rates are based on a Multifamily Housing (Low-Rise) rate from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition (2021).



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Genevieve Geddis, Legal

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** Public Hearings

**SUBJECT:** Agreement to Relinquish Interest in Rucker Building to Snohomish County

**SUGGESTED ACTION:**

Recommended Motion: I move to approve the relinquishment of the City’s interest in the Rucker Building to Snohomish County, and to authorize the Mayor to sign the Agreement to Relinquish Real Property Interest and associated Quit Claim Deed.

**SUMMARY:**

The Snohomish Health District is transitioning its public health services to Snohomish County. To effectuate this transition, the County is requesting that the District and participating cities transfer their ownership interests in the Rucker Building (located at 3020 Rucker Avenue, Everett WA 98201) to the County.

Cities that have participated in the District have fractional ownership interests in the Rucker Building. While the participating cities previously agreed to transfer all of their ownership interests to the District in 2017, the County has requested that participating cities quit claim any potential remaining interest they have in the Rucker Building in order to clear title, as well as to relinquish any and all interest in potential future sale proceeds or other rights of reimbursement. The attached agreement will relinquish and convey to the County any interest the City has in the Rucker Building, so that the County can continue to use the Rucker Building to provide health services to residents of Snohomish County.

---

**ATTACHMENTS:**

[Agmt to Relinquish Real Property Int 9.26.22.docx](#)

## **AGREEMENT TO RELINQUISH REAL PROPERTY INTEREST**

THIS AGREEMENT TO RELINQUISH REAL PROPERTY INTEREST (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the City of Marysville, a municipal corporation of the State of Washington (the “City”), and Snohomish County, a political subdivision of the State of Washington (the “County”).

### **RECITALS**

**A.** As contemplated in a 1990 memorandum of understanding and a 1990 interlocal agreement, both the City and the County contributed funds to the Snohomish Health District (the “District”). Those funds, along with funds from other cities and towns in Snohomish County, were used by the District to acquire real property commonly known as the Rucker Building, located at 3020 Rucker Avenue, Everett, Washington 98201 (the “Rucker Building”). The District acquired the Rucker Building for purposes of delivering public health service as required under chapter 70.05 and 70.46 RCW.

**B.** In 1995, the District amended its Charter at Article VII, Section 2, to provide processes by which: (a) the District would repay the County and each city and town that contributed to the purchase of the Rucker Building in the event that the District sold the Rucker Building, and (b) the County would repay each city and town that contributed to the purchase of the Rucker Building in the event that the County assumed sole responsibility for public health in Snohomish County.

**C.** In 2018, the District entered into a purchase and sale agreement for the sale of the Rucker Building. The District contemplated using the sale proceeds to acquire another, smaller facility with any remaining balance to be used for District purposes consistent with state law. All the cities and towns that contributed to the acquisition of the Rucker Building executed quit claim deeds to the District: (a) for purposes of clearing title and facilitating the sale, and (b) to relinquish any and all interest in the sale proceeds. Ultimately, the sale did not close, and the District remains the fee owner of the Rucker Building.

**D.** Pursuant to District Board of Health Resolution 22-16, dated May 31, 2022, the District voted unanimously to support the County’s withdrawal from the District. Pursuant to Motion 22-248, the County Council voted to authorize issuance of a notice of intent to withdraw from the District with a withdrawal date of December 31, 2022, with the intent to form a unified County health department. The District and the County are currently working towards the transition of public health services from the District to the County with an effective date of

December 31, 2022. This transition includes the transfer of title in the Rucker Building from the District to the County.

**E.** Beginning January 1, 2023, the County intends to use the Rucker Building for the operation of a County Health Department and delivery of public health services as required by state law. The County has asked all cities and towns that made contributions toward the purchase of the Rucker Building to relinquish any and all interest in the Rucker Building, including proceeds from any future sale, and the City has agreed to the same.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. RELINQUISHMENT OF INTEREST.** The City hereby relinquishes, releases and conveys to the County any and all right, title and interest held by the City in the Rucker Building, including, but not limited to, proceeds from any future sale or other right to reimbursement. In order to more fully effectuate its relinquishment of interest, the City shall executed a quitclaim deed in favor of the County in substantially the form attached to this Agreement as Exhibit A.

**2. CONTINUATION OF PUBLIC HEALTH SERVICES.** The parties agree and acknowledge that the County's operation of a County Health Department in the Rucker Building comprises a public benefit, and further, that this Agreement ensures the uninterrupted and continuous delivery of public health services in Snohomish County to the direct benefit of the City and its residents. The City's decision to relinquish its rights as described in Section 1 above is in consideration for these benefits and for the costs to be incurred by the County upon the creation of a County Health Department and the transition of uninterrupted public health services thereto.

**3. BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the County, the City, and their respective successors in interest and assigns.

**4. COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including, but not limited to any memorandum of understanding, interlocal agreement, or District Charter Article VIII, Section 2. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

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



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY, a political  
subdivision of the State of Washington,

CITY OF MARYSVILLE, a municipal  
corporation of the State of Washington,

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Jon Nehring  
Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

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

**EXHIBIT A**

**Form of Quit Claim Deed**

**Return Address:**

Snohomish County  
Attn: Property Officer  
3000 Rockefeller Ave. M/S 404  
Everett, WA 98201

**Document Title(s)** (or transactions contained therein):

Quit Claim Deed

**Reference Number(s) of Related Documents:** n/a**Grantor(s)** (Last name first, then first name and initials):

City of Marysville, a municipal corporation of the State of Washington

**Grantee(s)** (Last name first, then first name and initials):

Snohomish County, a political subdivision of the State of Washington

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Section 30 Township 29 Range 5 Quarter NE EVERETT DIV H PLAT OF BLK 720 D-00 - LOTS 22-23-24-25-26-27-28-29 BLK 720 TGW TH PTN LOT 21 BLK 720 SD PLAT DAF BEG NW COR SD LOT 21 TH S00\*00 07E ALGWLY LN THOF 0.37FT TH S89\*47 16E 91.39FT TO N LN SD LOT 21 TH N89\*58 55W ALG SD N LN 91.38FT TO POB EXC TH PTN LOT 22 BLK 720 SD PLAT DAF BEG SE COR SD LOT 22 TH N00\*00 00W ALG ELY LN THOF 0.11FT THS89\*47 16W 28.50FT TO S LN SD LOT 22 TH S89\*58 55E ALG SD LN 28.50FT TO TPB PER BDY LN AGRMNT REC AFN 201811070134 & SURV REC AFN 201811075001  
Situate in the County of Snohomish, State of Washington

**Assessor's Property Tax Parcel/Account Number**

004375-720-022-00

**QUIT CLAIM DEED**

Grantor, City of Marysville, a municipal corporation of the State of Washington, for and in consideration of ten and 00/100s dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims to Snohomish County, a political subdivision of the State of Washington, that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto.

DATED: \_\_\_\_\_, 2022

Grantor: CITY OF MARYSVILLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

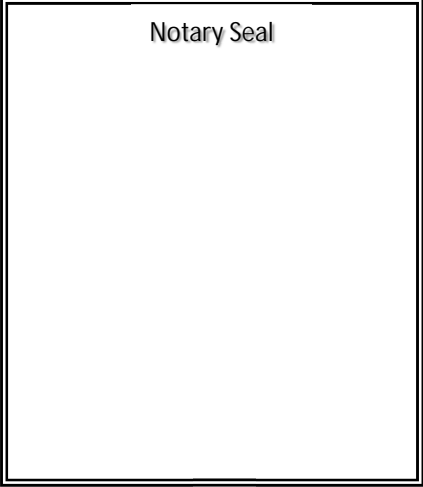
STATE OF WASHINGTON )

: §

COUNTY OF SNOHOMISH)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, of the City of \_\_\_\_\_, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was duly elected, qualified and acting as said officer or member of the municipal corporation, and that \_\_\_\_\_ was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal the day and year last above written.



Signature: \_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Schedule 1  
to Quit Claim Deed**

Assessor's Tax Parcel No.: 004375-720-022-00

Lots 22, 23, 24, 25, 26, 27, 28 and 29, Block 720, Plat of Everett, Division "H," according to the Plat thereof recorded in Volume 4 of Plats, page 50, records of Snohomish County, Washington. Together with that portion of Lot 21, Block 720, Plat of Everett Division "H," according to the Plat thereof recorded in Volume 4 of Plats, page 50, records of Snohomish County, Washington, described as follows:

Beginning at the Northwest corner of said Lot 21;  
thence South 00°00'07" East along the Westerly line thereof a distance of 0.37 feet;  
thence North 89°47'16" East a distance of 91.39 feet to the North line of said Lot 21;  
thence North 89°58'55" West along said North line a distance of 91.38 feet to the true point of beginning;

Except that portion of Lot 22, Block 720, Plat of Everett Division "H," according to the Plat thereof recorded in Volume 4 of Plats, page 50, records of Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 22;  
thence North 00°00'00" West along the Easterly line thereof a distance of 0.11 feet;  
thence South 89°47'16" West a distance of 28.50 feet to the South line of said Lot 22;  
thence South 89°58'55" East along said line a distance of 28.50 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shelli Edwards, Community Development

**ITEM TYPE:** Real Estate

**AGENDA SECTION:** **New Business**

**SUBJECT:** Maplewood Crossing (PA20-064) – Easement Release

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the Release of Easement to Keystone Land, LLC for recording with Snohomish County.

**SUMMARY:** Keystone Land, LLC is currently constructing the plat of Maplewood Crossing at the southeast corner of 44th St. NE & 71st Ave NE. The project site includes a small easement area, recorded in 1957, benefitting the City of Marysville for the purpose of installing and maintaining a water main. The project site lies immediately north of the City’s Sunnyside Well and Reservoir facility. Staff has reviewed as-built record drawings for the water facilities and has not found records of any facilities within the easement area. The City’s Water Operations group has confirmed there are no existing facilities in the easement area. The construction plans for the Sunnyside Reservoir, constructed in 2006, also do not show any water main utilities within the easement area. These plans would need to show a connection to, or abandonment of, any existing water main in the area, and any existing features encountered during construction would have been identified on the record drawings. In consideration of the research described above, staff concludes there are no City utilities in the easement area. The easement is likely a remnant for an intended design which was either never constructed, or has since been removed or abandoned, thus the City no longer needs to maintain this easement. Therefore, City staff recommends the City Council authorize the Mayor to execute and record the Release of Easement to Keystone Land, LLC.

---

**ATTACHMENTS:**

[Easement Release \(Maplewood\).docx](#)

[Easement Release Exhibits.pdf](#)

[Existing Easement Document.pdf](#)

[Maplewood Site Plan.pdf](#)



**AFTER RECORDING MAIL TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**RELINQUISHMENT OF EASEMENT**

Grantor: Keystone Land, LLC  
Abbreviated Legal: PTN SEC 02, TWN 29 N, RGE 05 E, W.M.  
Additional Legal on page: See Attached  
Assessor's Tax Parcel No(s): 29050200200300  
Related Documents: AFN 1226501

WHEREAS, the City of Marysville, a municipal corporation of the State of Washington ("Marysville"), is the grantee of that certain Easement for water main construction and operation dated February 25, 1957 and recorded under Auditors File No. 1226501, records of Snohomish County, Washington, attached hereto as **EXHIBIT A** (the "Easement"); and

WHEREAS, the Easement burdens the property described in **EXHIBIT B**; and

WHEREAS, Marysville desires to relinquish, vacate, and release the Easement.

NOW, THEREFORE, the City of Marysville relinquishes, vacates, and releases the water line easement recorded under Auditors File No. 1226501 records of Snohomish County.



**EXHIBIT A**  
**DESCRIPTION OF EASEMENT**  
**AUDITOR'S FILE NUMBER 1226501, DATED FEB. 8, 1957**

THE WEST 30 FEET OF THE EAST 80 FEET OF THE FOLLOWING:  
THE NORTH 30 FEET OF THE WEST 686.12 FEET OF THE SOUTHWEST QUARTER OF  
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2,  
TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

**EXHIBIT B**  
**DESCRIPTION OF BURDENED PROPERTY**

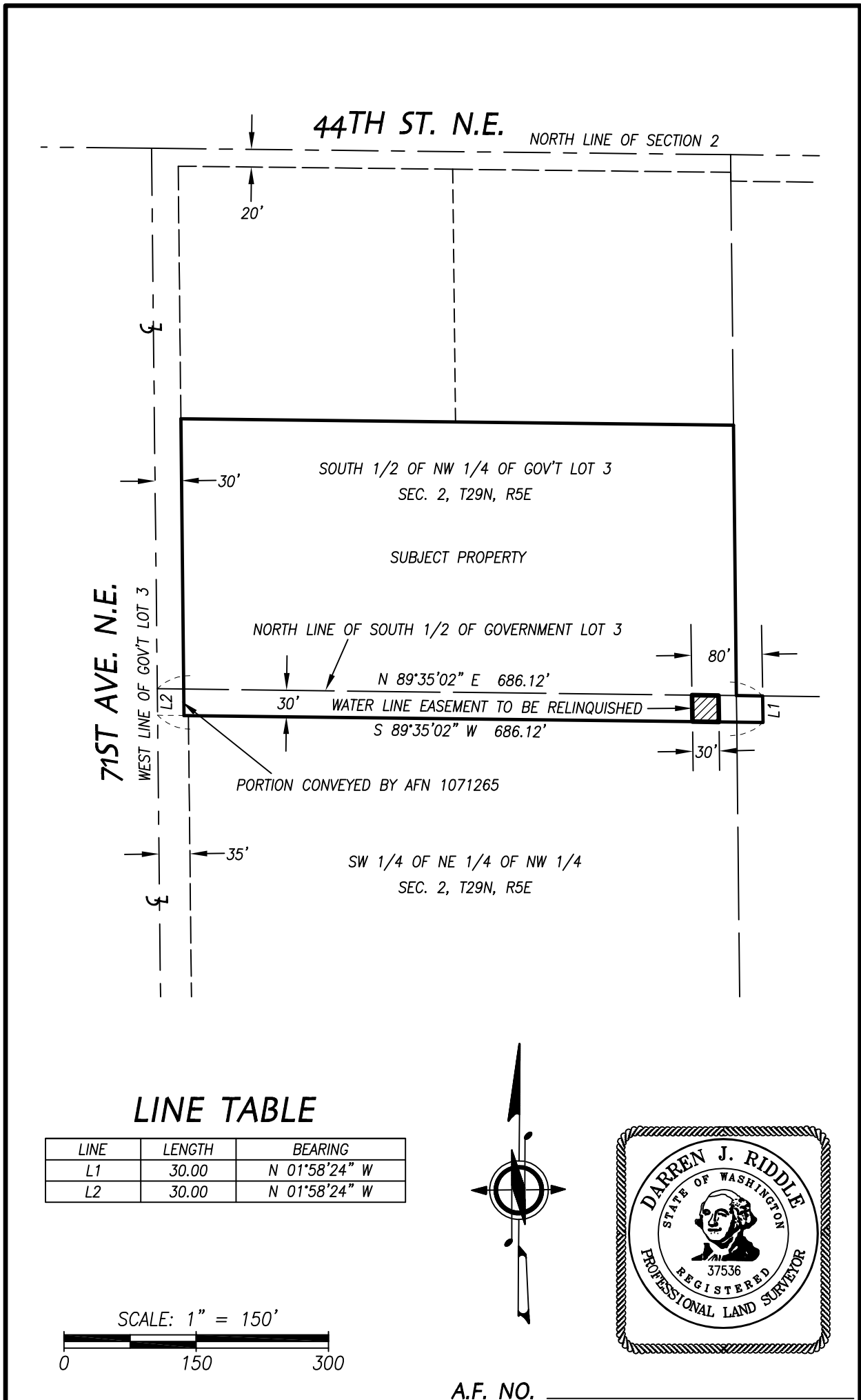
THE SOUTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 3,  
SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID  
GOVERNMENT LOT 3;  
THENCE NORTH 89°35'02" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF  
FOR 686.12 FEET;  
THENCE SOUTH 01°58'24" EAST FOR 30 FEET;  
THENCE SOUTH 89°35'02" WEST FOR 686.12 FEET;  
THENCE NORTHERLY 30 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM BOTH PARCELS HEREIN THAT PORTION CONVEYED TO  
SNOHOMISH COUNTY FOR ROAD BY DOCUMENT RECORDED UNDER AUDITOR'S  
FILE NO. 1071265 RECORDS OF SNOHOMISH COUNTY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



**Pacific Coast Surveys, Inc.**  
 LAND SURVEYING & MAPPING  
 P.O. BOX 13619  
 MILL CREEK, WA 98082  
 PH. 425.512.7099 FAX 425.357.3577  
 www.PCSurveys.net

EXHIBIT MAP FOR:  
**KEYSTONE LAND**  
 NE 1/4 NW 1/4, SEC.2, T.29N., R.5E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
IGM	9.02.22	202114exb.dwg	1" = 150'	20-2114

FEB 25 1957

NO SALES TAX  
REQUIRED

FEB 25 1957

122650

EASEMENT

FILE 3885, Snohomish County, Washington  
By Roscoe Moyer  
Deputy

613  
D  
291

THIS INDENTURE, made this 8 day of February, 1957,  
by and between ROSCOE MOYER and ALICE MOYER, his wife, First Party,  
and the TOWN of MARYSVILLE, Snohomish County, Washington, Second  
Party:

WITNESSETH:

That the First Party, does hereby grant, bargain, sell and  
convey unto the said Second Party, a right-of-way and easement for  
a water line together with the right to construct, maintain and  
operate said water line and its necessary appurtenances in, upon,  
through and across the following described property in Snohomish  
County, Washington:

The West 30 feet of the East 80 feet of the following:  
The North 30 feet of the West 686.12 feet of the SW $\frac{1}{2}$   
of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 2, Township 29, North,  
Range 5 E.W.M.

Second Party shall have the right to enter upon said property  
at such times as may be necessary for the purpose of constructing  
repairing or operating said water line or making any connections  
therewith without prior legal proceedings and without incurring  
any liability therefor. In the event that fences existing in the  
above described right-of-way are disturbed or damaged during the  
construction or maintenance of said water line, Second Party shall  
replace said fences in as good condition as they were immediately  
before the property was entered upon.

This conveyance shall be a covenant running with the land, and  
shall be binding on First Party and the heirs and assigns of First  
Party forever.

Roscoe Moyer

Alice Moyer

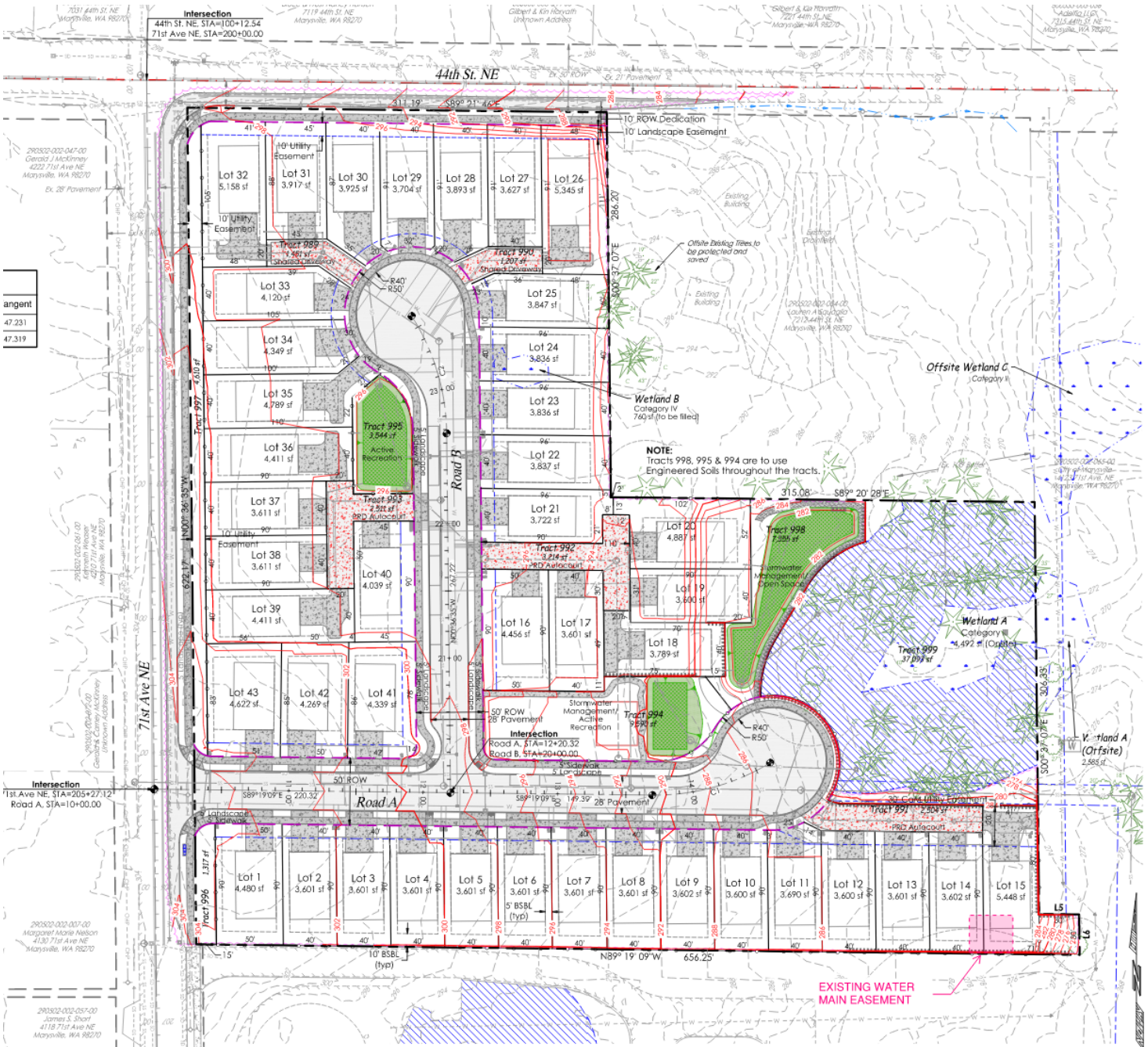
Feb 25 1957

filed by City Clerk  
Marysville, Wa.

XCN OK

K  
Jo -





**MAPLEWOOD CROSSING  
SITE PLAN SHOWING EASEMENT LOCATION**

U  
P  
T  
R  
E  
E  
S  
E  
E  
P  
B  
I  
S  
W  
T  
H  
T  
E  
R  
I  
P  
T  
E  
A  
R  
C  
S  
I  
D  
O  
I  
B  
S  
I  
2



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shelli Edwards, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Amendment No. 1 to WSDOT Maintenance Agreement GMB 1117

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the WSDOT Maintenance Agreement number GMB 1117.

**SUMMARY:**

Washington State Department of Transportation (WSDOT) Maintenance Agreement number GMB 1117 was approved by the City Council on February 10, 2020 and executed by the Mayor and WSDOT effective February 25, 2020. This original Agreement established City obligations and necessary access rights through WSDOT Right of Way (ROW) for maintenance of the stormwater facilities constructed by the Kember’s Court East subdivision and Hunter’s Landing subdivision projects. This original Agreement may be modified by Amendment to include future subdivision development projects.

The Hunter’s Grove subdivision project includes construction of a stormwater facility, inclusive of an outfall pipe extending into WSDOT Highway 9 ROW. The City will assume responsibility of this stormwater facility after construction. This Amendment incorporates the Hunter’s Grove stormwater facility into WSDOT Maintenance Agreement number GMB1117 and provides the City necessary access to WSDOT ROW.

---

**ATTACHMENTS:**  
[WSDOT Maintenance Agreement GMB 1117 Amendment 1.pdf](#)  
[WSDOT Maintenance Agreement GMB 1117.pdf](#)



**GMB 1117  
Amendment No. 1  
City of Marysville and Washington State  
Department of Transportation  
Hunters Grove**

This Amendment No. 1 to Agreement GMB 1117 is entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Marysville, Washington, hereinafter the “City,” referred to individually as the “Party” and collectively as the “Parties.”

**RECITALS**

1. The Parties hereto entered into GMB 1117, hereinafter the “Agreement,” on February 25, 2020, in which the City agreed to maintain and repair developer-installed stormwater facilities for Kembers Court East and Hunter’s Landing that discharge into SR 9 limited access right of way. The Parties anticipated that stormwater facilities from nearby developments would be added to the Agreement through the amendment process.
2. A developer will construct houses on the “Hunters Grove” Plat and install new stormwater facilities in one Hunters Grove parcel, Snohomish County tax number 00590700007702, and in the abutting SR 9 limited access right of way. WSDOT has issued Utility Permit SP-NW-2021-008 to the developer to allow installation of stormwater facilities in the SR 9 limited access right of way at MP 18.63, as shown in Exhibit E (SP-NW-2021-008 was signed and issued on June 2, 2022).
3. WSDOT has granted a permanent access break to the City to allow the City to maintain the stormwater facilities from Hunters Grove into the SR 9 limited access right of way.
4. WSDOT and the City have agreed to amend the Agreement to address the addition of the Hunters Grove’ stormwater facilities to the City’s responsibilities.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit E that is incorporated and made a part hereof,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Section 9.1 of the Agreement allows the Agreement to be amended or modified by the mutual, written agreement of the Parties.
2. The Parties agree that Exhibit E is added to the Agreement.

3. Section 1.3 of the Agreement is hereby replaced with the following:

**1.3 City Maintenance Responsibilities for Hunters Grove Stormwater Infrastructure**

- 1.3.1 The City, at its sole cost and expense, agrees to maintain and repair all stormwater facilities from Hunters Grove located in the SR 9 limited access right of way in good condition, including the 12” stormwater pipe, the side-drain connection with pipes and yard basins, and the rock pad outfall (also referred to as “splash pad”), and to maintain the upstream sump (which is located within the Hunters Grove parcel), as shown in Exhibit E, hereinafter the “Hunters Grove Stormwater Infrastructure.”
- 1.3.2 Water will flow through the 12” stormwater pipe onto the rock pad outfall and then enter a ditch in the SR 9 limited access right of way. If this flow should cause damage to the SR 9 limited access right of way, the City agrees to repair the damage at its sole cost and expense.
- 1.3.3 The City, at its sole cost and expense, agrees it will not allow buildup of debris on the rock pad outfall, and if such buildup does occur the City agrees to remove the debris from the rock pad outfall and from the surrounding SR 9 limited access right of way.
- 1.3.4 The City, at its sole cost and expense, agrees to maintain the upstream sump located within the Hunters Grove parcel, to include cleaning out the upstream sump annually. The sump is on the upstream end of the 12” stormwater pipe. Should the upstream sump fail, the City agrees it will be responsible for any and all damages, clean-up, and restoration of the SR 9 limited access right of way that results from the upstream sump failure.
- 1.3.5 The City, at its sole cost and expense, agrees to provide all materials and labor associated with any modification, replacement, relocation, repairs, and/or any other incidental maintenance costs for the Hunters Grove Stormwater Infrastructure located in the SR 9 limited access right of way.
- 1.3.6 The City shall inspect the Hunters Grove Stormwater Infrastructure at least once per year.
- 1.3.7 The City commits to obtaining a maintenance easement on the Hunters Grove Plat that grants the City an emergency and routine maintenance easement, or, in the alternative, the City commits to taking full ownership of the lot containing the stormwater facilities during the plat process.

4. The Agreement is hereby supplemented with Section 1.4 as follows:

- 1.4 The City’s maintenance responsibilities for the Kembers Court East Stormwater Infrastructure, the Hunter’s Landing Stormwater Infrastructure, and the Hunters Grove

Stormwater Infrastructure are together hereinafter referred to as the “Stormwater Infrastructure.”

- 5. Section 7.1 of the Agreement is hereby amended to designate the Party Representative for WSDOT as follows:

Mark Renshaw  
 Superintendent of Area 3 Maintenance  
 Washington State Department of Transportation  
 709 North Broadway  
 Everett, WA 98201  
 425.258.8300  
[RenshaM@wsdot.wa.gov](mailto:RenshaM@wsdot.wa.gov)

- 6. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

- 7. Counterpart and Electronic Signature  
 This Amendment No. 1 to the Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Amendment No. 1. Each Party intends to be bound by its electronic or "PDF" signature on this Amendment No. 1, is aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Amendment No. 1 based upon the form of signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Agreement GMB 1117 as of the Party’s date last signed below.

<b>City of Marysville</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>
John Nehring Mayor	Morgan Balogh Assistant Regional Administrator Maintenance, Northwest Region

June 2, 2022

Kellie Schwacha  
Pacific Ridge-DRH, LLC  
17921 Bothell Everett Hwy., Suite 100  
Bothell, WA 98012

Subject: SR 9 MP 18.63 to MP 18.63  
Installation of Stormwater Discharge Outfall  
Utility Permit SP-NW-2021-008

Dear Kellie Schwacha,

**Please respond with a confirmation email that you have received this email/letter and the attached utility permit or franchise.**

Enclosed is your approved Utility Permit for open trench to install 48ft of 12" stormwater pipe and a 12'Lx7'Wx2'D rockpad outfall. Construction of your utility must begin within one calendar year and be completed within three years of the date of approval shown on the application. Please note that the Traffic Control Plan for work within WSDOT right-of-way, Exhibit 'D', was approved as noted on March 3, 2022 and is valid for six months from that date. The Traffic Control Plan requires 5-day notice be provided to Krissy Kaufman at WSDOT's Construction Traffic Coordination Office:

Krissy Kaufman  
Construction Traffic Coordination Office  
15700 Dayton Ave. N., NB82-120  
P.O. Box 330310  
Seattle, WA 98133-9710  
206-440-4454  
[KaufmK@wsdot.wa.gov](mailto:KaufmK@wsdot.wa.gov)

Prior to any construction equipment or personnel entering WSDOT right-of-way, a pre-construction conference is required with WSDOT's inspector, Michael Gallop. The utility shall notify Michael Gallop a minimum of 5 working days in advance:

Michael Gallop  
NW Local Agency & Development Services Office  
15700 Dayton Ave. N., MS 82-240  
Seattle, WA 98133-9710  
206-440-4913/206-940-2736  
[GALLOPM@wsdot.wa.gov](mailto:GALLOPM@wsdot.wa.gov)

Pacific Ridge-DRH, LLC  
SP-NW-2021-008

**Exhibit E**  
**GMB 1117**  
**Amd. No. 1**  
Page 2 of 27

6/2/2022

Contact WSDOT NW Region Radio at (206) 440-4490 five minutes prior to start of all traffic closures and again upon reopening to traffic. A copy of the approved Utility Franchise must be on-site.

Please note, WSDOT invoice account number **JZ1190 GRP02** will continue to be charged for personnel time for inspection activities and attendance to the pre-construction conference.

For your convenience, here is the link to the WSDOT's Standard Specifications of Road, Bridge, and Municipal Construction: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

If you have any questions regarding your application, please contact me at 206-440-4130 or PHAMK@wsdot.wa.gov.

Sincerely,



Khoi Pham  
Utilities Accommodations/Project Delivery Engineer

KP:kp  
Enclosures

cc: Michael Gallop, NW Local Agency & Development Services Office  
File



**Utility Company: Pacific Ridge - DRH, LLC.** IMPORT CLEAR FORM

Permit/Franchise Number SP-NW-2021-008		Expiration 6/2/2032	Charge Code* JZ1190	Group GRP02
Date Received 07/09/2021	Reviewed By K. Pham	Region Address Northwest: 15700 Dayton Ave. N, Shoreline, WA 98133		
Application Type Stormwater Discharge Permit	Category, Impact to R/W Category 1 - High Impact	Fees* \$500	Access Control Partial - LP	

In accepting this Franchise Amendment No. \_\_\_\_\_ to \_\_\_\_\_, Utility agrees that the General Provisions to the original Franchise shall be replaced in their entirety with the General Provisions as included with this Amendment. All other terms and conditions of the original franchise shall remain in full force and effect.

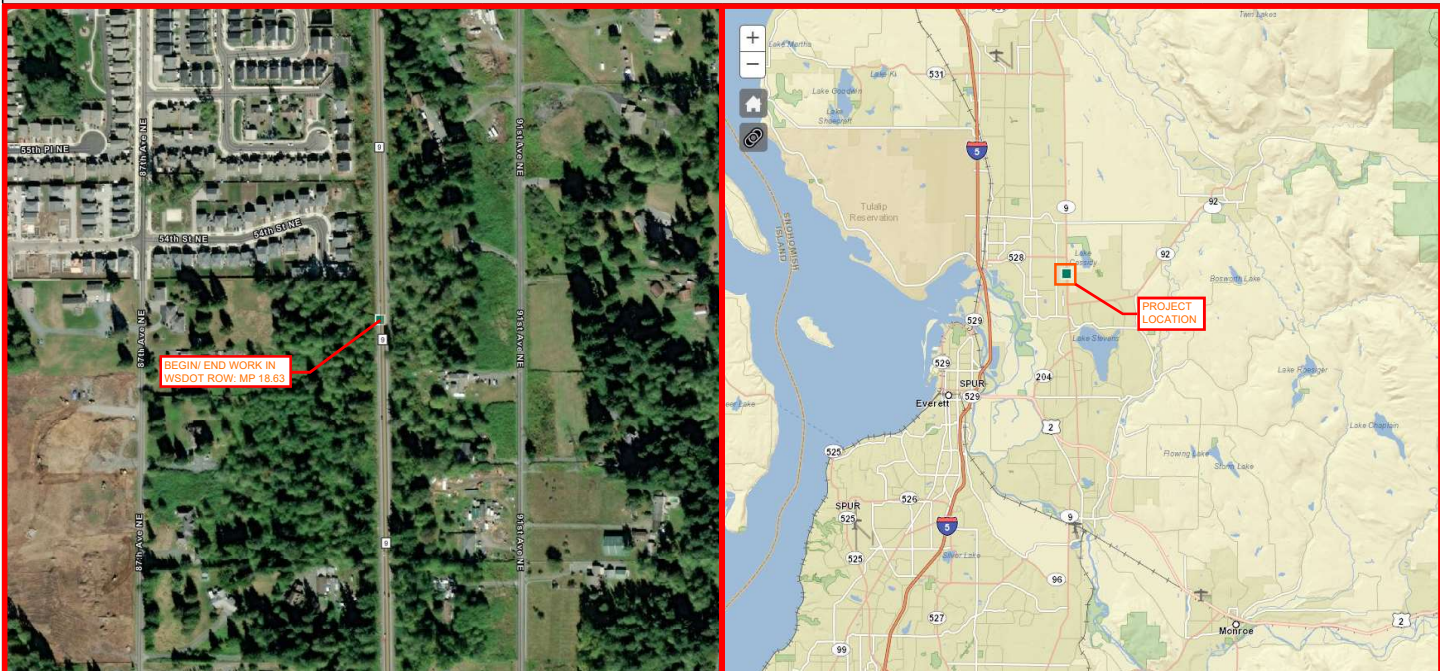
\* The fees required under [WAC 468-34](#) and [RCW 47.44](#) are paid by the Utility to cover the basic administrative expenses incidental to the processing of this application. The applicant promises to pay any additional costs for all work associated with the review, processing and inspection for the proposed installation. Checks or money orders are to be made payable to "Washington State Department of Transportation".

**Exhibits**


The above-noted Permit, Franchise or Franchise Amendment is subject to the terms and conditions stated in the General Provisions, as well as all the Exhibits.

Exhibit A: Special Provisions for Permits and Franchises	Page(s) 1-5 of 5
Exhibit B: Utility Facility Description (UFD)	Page(s) 1 of 1
Exhibit C: Plan Sheets/Maps	Page(s) 1-9 of 9
Exhibit D: Traffic Control Plan	Page(s) 1-2 of 2
Exhibit E: Pre-Construction Notification	Page(s) 1 of 1
Exhibit F: Maintenance Notification	Page(s) 1 of 1
Exhibit G:	Page(s)
Exhibit H:	Page(s)

**Vicinity Maps** State Route: 9 ML Begin Milepost: 18.63 [Link](#) End Milepost: 18.63 [Link](#)



**Departmental Approval**

WSDOT Authorized Signatory  Lead NWR Region Utilities Engineer TE4, For Digitally signed by Tom Chi Date: 2022.06.02 11:44:03-07'00'	Printed Name and Job Title Maria Mayrhofer - NW Region Utilities Manager	Date Issued 6/2/2022
--	---	-------------------------



# Application for Utility Permit (Stormwater Discharge)

Utility Contact Information			
Utility Company Pacific Ridge - DRH, LLC		Utility Contact Name Kellie Schwacha	
Email kmschwacha@pacifricridgehomes.com		Phone (Office/Cell/Voicemail) (425) 939.1158	
Location ( <a href="http://www.snagmp.com">www.snagmp.com</a> )			
State Route SR 9	Milepost Begin 18.63	Milepost End 18.63	County Snohmish
Describe Installation Type (Briefly explain)			
Installing 48 feet of 12" stormwater pipe and rock pad outfall,(12'Lx7"Wx2'D) via open trench.			
Anticipated Construction Start Date: June 2022		Project Duration: 3 months	
Billing Information*			
Contact Name Pacific Ridge- DRH, LLC c/o Kellie Schwacha			
Street 17921 Bothell Everett Hwy., Suite 100			
City Bothell		State WA	Zip + 4 98012
Phone (Office/Cell/Voicemail) (425) 939-1158		Email KMSchwacha@pacifricridgehomes.com	
Federal Tax ID 46-1030683		Applicant Reference Work Order (optional) Hunters Grove	
Utility Authorized Signatory			
Signature <i>John Mirante</i>		Printed Name & Title Owner John Mirante, Division VP of Land Development	Date 2/18/2022
The Authorized Signature indicates the <a href="#">General Provisions</a> , as provided, have been read and are agreed to by the Utility. The Utility understands, based on the proposed installation, applicable special provisions will be provided at issuance of your Permit or Franchise.			
* WSDOT has the authority to invoice the Utility for all work associated with the review, processing and inspection of the proposed installation. The applicant promises to pay any additional costs, in addition to the fees, incurred by WSDOT in accordance with <a href="#">WAC 468-34</a> and <a href="#">RCW 47.44</a> .			
Supplemental Contact Information of Authorized Agent if NOT the Utility			
Company Name Pacific Ridge- DRH, LLC		Contact Name Kellie Schwacha	
Email KMSchwacha@pacifricridgehomes.com		Phone (Office/Cell/Voicemail) (425) 939-1158	



## Stormwater Discharge General Provisions

This Permit is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto.

Exhibit E  
GMB 1117  
Amd. No. 1  
Page 5 of 27

### Provisions for the CONSTRUCTION of stormwater discharge facilities (facilities):

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any construction authorized by this Permit.
2. The Utility agrees to pay the reasonable costs of WSDOT for investigating, handling, and granting the Permit, including but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit.
  - (a) WSDOT will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit.
  - (b) WSDOT will invoice the Utility and the Utility agrees to pay WSDOT within thirty (30) calendar days of the invoice date.
3. Upon approval of this Permit, the Utility shall diligently proceed with the Work and comply with all Stormwater Discharge General and Special provisions herein. Construction of facilities proposed under this Permit shall begin within one (1) year and must be completed within three (3) years from date of WSDOT approval. "Work" under this Permit shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. Should the Utility breach any of the conditions and requirements of this Permit, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit, WSDOT may cancel or revoke the Permit upon thirty (30) calendar days written notice to the Utility.
5. The Utility shall notify WSDOT representative in special provision 1 of the name, address, and telephone number of its contractor when the Work is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present or available at all times unless otherwise agreed to by WSDOT representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by WSDOT.)
6. The Utility agrees to schedule and perform its Work in such a manner as not to delay WSDOT's Maintenance activities or WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity of the Utility's Work.
7. All contact between WSDOT and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
8. The Utility shall contact the identified WSDOT representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, WSDOT, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify WSDOT of the discovery. WSDOT will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with Stormwater Discharge General Provision 2.
9. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to WSDOT's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.
10. The Utility agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all WSDOT inspection costs in accordance with Stormwater Discharge General Provision 2.



11. The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
  - (a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate;
  - (b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$2 million per accident;
  - (c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to WSDOT prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise.

12. If the Utility is a city or county, it has provided verification of insurance coverage to WSDOT by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit or Franchise.
13. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If WSDOT requires, the Utility shall submit a signing and traffic control plan to WSDOT's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Special Provisions of this Permit, including hours of operation.
14. This Permit may not be amended or modified without WSDOT's prior review and written approval. Upon completion of the Work, the Utility shall notify WSDOT's representative within ten (10) calendar days for WSDOT's final inspection, and the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit construction plans have been revised during the course of construction.
15. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization.
16. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit in a condition satisfactory to WSDOT.
17. The Utility agrees that it is financially responsible to WSDOT for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as solely determined by WSDOT, as well as financially responsible to WSDOT for trenching work not completed and for compensating WSDOT for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.
18. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise agreed to by WSDOT, will be done by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
19. The Utility shall comply with WSDOT's Highway Runoff Manual (M 31-16) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Should the Utility not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.

20. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations. Utility also agrees to pay any costs incurred by WSDOT, including attorneys fees, pursuant to the provisions of this section in accordance with Stormwater Discharge General Provision 2.
21. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements. Utility also agrees to pay any costs incurred by WSDOT, including attorneys fees, pursuant to the provisions of this section in accordance with Stormwater Discharge General Provision 2.
22. This Permit does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify WSDOT representative listed in special provision 1 to obtain WSDOT's prior written approval of the Utility's proposed work. If WSDOT permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable. Provisions for Stormwater Discharge OCCUPANCY of state-owned right of way:
23. If WSDOT, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway.
24. Should the Utility fail or refuse to comply with WSDOT's direction, pursuant to Stormwater Discharge General Provision 21, to modify, remove, or relocate any Utility facility, WSDOT may undertake and perform any modification, removal, or relocation of the Utility facility that WSDOT, in its sole discretion, deems necessary. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work, in accordance with Stormwater Discharge General Provision 2.
25. If WSDOT determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way or (b) secure the safety of the traveling public due to a failure of the Utility's facility, WSDOT may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2. WSDOT will notify the Utility of the emergency work performed as soon as practicable.

26. WSDOT may amend, revoke, or cancel this Permit at any time by giving written notice to the Utility. If the Permit is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit revocation or cancellation may be removed by WSDOT at the expense of the Utility. The Utility agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
27. The Utility shall not assign or transfer this Permit without WSDOT's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit , and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit. If WSDOT does not approve the assignment or transfer, this Permit shall automatically terminate, and the Utility shall be subject to the terms of RCW 47.44.060.
28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages both to persons and/or property, expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit , or (2) are caused by the breach of any of the terms or conditions of this Permit by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages both to persons and/or property is caused by the sole acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its successors or assigns, agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its successors or assigns, agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The Insurance limits in Stormwater Discharge General Provisions 11 and 12 apply to occupancy.
31. The indemnification and waiver provided for in Stormwater Discharge General Provisions 28 and 29 shall survive the termination of this Permit.
32. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
33. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.



Permit No. SP-NW-2021-008

Applicable provisions are denoted by (X)

- 1. No Work (for the intent of this Permit, operation or maintenance) provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (Department) Representative(s):

Name: Michael Gallop Title: WSDOT Inspector Street: 15700 Dayton Ave N, MS 82-240 City: Seattle State: WA Zip: 98133-9710 Phone: 206-440-4913 Cell: 206-940-2736 Email: GallopM@wsdot.wa.gov

- 2. The Department assumes no responsibility or liability in any manner for any effect its highway drainage system may have on the Utility's system.
3. The utility agrees to assume all liability and responsibility, including fines and taxes, for the water quality related to its runoff collection system...
4. The utility agrees to assume all liability and responsibility associated with the design, construction, maintenance, and operation of its Stormwater management and drainage system(s).
5. Construction of all Stormwater management facilities shall be part of the initial construction of the system under this Permit.
6. For major repair or replacement work, as defined in Special Provisions 11, the Utility shall provide Traffic Control Plans...
7. Upon receipt of the Maintenance Notification, the Department will advise the Utility if there are any restricted Work timeframes within the state-owned highway right of way.

- 8. For major Repair. Anytime Work is underway within the right of way, during the non-working hours, equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 55 mph	20
60 mph or greater	30

**Minimum Work Zone Clear Zone Distance**

- 9. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised of their precise locations.
- 10. "Routine Maintenance" of the Drainage System shall include cleaning and repair and/or replacement of any minor failures to structure and /or components and repair of any damage to the state-owned right of way caused by the maintenance and operation of the Drainage System. Routine Maintenance will not require notification to the STATE.
- 11. For major repair and/or replacement work, not defined within Routine Maintenance, the Utility shall provide the Department notification of the need for such repairs and/or replacement work. The Utility is responsible to determine the method of repair to the Drainage System and shall restore Department's right of way to current Department maintenance standards, at the sole cost and expense to the Utility. The Department reserves the right to review damages occurring to the state-owned right of way, as a result of failure of the Drainage System, and oversee the restoration.  
  
Traffic Control Plans shall be submitted with the notification, and approved, prior to any major repair and or replacement work is done.
- 12. The Department shall not be responsible for damages to the Drainage System caused by Utility employees or the Utility's contractors working within state-owned right of way. Should the Utility or its contractors damage the Drainage System, it agrees to notify the Department as soon as practical. The Utility and Department will work together in good faith to agree upon the required repairs. The Utility agrees to make such repairs at its sole cost and expense.
- 13. Maintenance access of this facility will be from SR \_\_\_\_\_, only.

**Exhibit E**  
**GMB 1117**  
**Amd. No. 1**  
Page 10 of 27



- 14. This permit is only for an installation of the new storm sewer facilities that discharge runoff on to WSDOT owned ditch on SR 9, as shown in the utility facility description.
- 15. This permit is assigned to the identified parcel(s) served by the stormwater facility and shall remain appurtenant to the identified parcel(s). Should the identified parcel(s) be inherited, sold, assigned, or transferred in any way, this permit shall run with the land to the extent that the identified parcel(s) remain in compliance with the terms of this permit, unless the permit is revoked, modified, or closed by WSDOT as provided by law or the current Permit Holder requests the cancellation of the permit.

Identified parcel is 00590700007702, 5xxx 89th Ave NE, Marysville, WA 98270.

- 16. Traffic control plans for this permit have been reviewed by the WSDOT Construction Traffic Coordination Office (CTCO) and have been Approved/Approved As Noted, when applicable. The Grantee/Utility shall be required to follow the lane closure hours provided by WSDOT-Reviewed Traffic Control Plan. See Exhibit 'D' for approved Traffic Control Plans. The applicant, or the applicant's contractor, shall contact the following CTCO Engineer five (5) working days prior to traffic control set up for coordination:

Krissy Kaufman  
Construction Traffic Coordination Office  
15700 Dayton Ave. N., NB82-120  
P.O. Box 330310  
Seattle, WA 98133-9710  
206-440-4454  
KaufmK@wsdot.wa.gov

The approved traffic control plan expires on September 3, 2022 and is intended to be renewable through the construction phase of this Utility Permit/Utility Franchise. For traffic control plan renewal or modification, send request to: Michael Gallop 206-440-4913/206-940-2736  
GALLOPM@wsdot.wa.gov

- 17. The Utility shall notify the WSDOT representative(s), listed in Exhibit 'F', twenty (20) working days (Monday through Friday excluding any holidays) prior to any scheduled maintenance work to be performed in the state-owned highway right of way.
- 18. No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday.
- 19. The sump on the upstream end of the discharge pipe, located on the parcel associated with this Stormwater discharge permit shall be visually inspected and cleaned out annually. Should the sump on the upstream end of the discharge pipe fail, the permit holder, shall be responsible for the all damages, clean-up, and restoration to state right of way resulting from sump failure. The permit holder has assigned easement for maintenance responsibilities for storm water facilities within the identified parcel to the City of Marysville.

SP-NW-2021-008

20. Installation of the Stormwater Discharge Pipe and Splash Pad shall conform with the Washington State Department of Transportation 2018 Standard Specifications. Specifically, the following sections:
- For Discharge Pipe installation see Chapter 7 Section 7-08 (3) General Pipe Installations.
  - Discharge Pipe shall meet the requirements of Chapter 9 Section 9-05 Drainage Structures and Culverts.
  - Backfill over Discharge Pipe shall be in accordance with Chapter 7 Section 7-08.3(3) and Chapter 2 Section 2-03(140)C.
  - The rock placed for the splash pad shall meet the requirements of Chapter 9 Section 9-13.4 Rock for Erosion and Scour protection.
21. Excavation shoring shall comply with WAC 296-155, Part N.
22. Stormwater runoff shall be properly detained and treated per the NPDES Permit requirement before Discharge into the Department-owned drainage system.
23. The Utility shall be responsible for maintenance and repair of the side-drain connection, including the pipes and yard basins.
24. No access for construction, or maintenance of discharge pipe, and splash pad shall take place from the lanes or shoulders of SR 9 without an approved traffic control plan. Please provide a traffic control plan for review 14 working days prior to any maintenance activity.
25. The outlet end of the discharge pipe, and splash pad shall be visually inspected, at a minimum annually or as needed to ensure its intended function. Should the outlet end of the pipe produce a build-up of material at the end of the pipe or fill the ditch, the City of Marysville as the designated party responsible for maintenance via Maintenance Agreement GMB 1117 Amendment 01 shall be responsible to remove all excess material from state right of way and restore the Utility's and the Department's stormwater system to its original condition. Should the splash pad become clogged with debris resulting in the ditch filling, the permit holder, the City of Marysville as designated party responsible for maintenance shall be responsible for removing the accumulated debris from state right of way.
26. The designated limited access break at SR 9 MP 18.63 is related to maintenance of the Stormwater discharge facilities at SR 9 MP 18.63. The City of Marysville, as the party designated as responsible for maintenance shall have sole use of the limited access break for the purposes of maintenance of the stormwater discharge facilities located at SR 9 MP 18.63. No other entities related to parcel 00590700007702 such as a Homeowners Association shall have access rights to or from SR 9.
27. The City of Marysville via General Maintenance Agreement GMB 1117 Amendment 01, has agreed to take on maintenance responsibilities associated with the parcel number 00590700007702 SR 9 stormwater discharge outfall at MP 18.63 and is the party designated as responsible for all maintenance activities related to this permit.

28. In the event that during the course of this project an inadvertent discovery of historical/ archeological objects, human remains, or a bone/ bone of uncertain origin is made, the Utility shall immediately cease operations and contact WSDOT Representative Exhibit 'E' and WSDOT Archaeologist:

Name: Jason Cooper  
Phone: 206-440-4525  
Email: CoopJas@wsdot.wa.gov

Determination of necessary follow-up actions or the ability to continue work shall be at the discretion of the WSDOT.

29. The Utility shall use gravel, select borrow or native material if it is not wet or unsuitable for open trench backfill. The Utility shall not leave excavated material on site.
30. The Utility shall restore the disturbed area(s) as follows:
- Return grades to even with the surrounding areas, ensuring no rutting over 3" deep or low areas that could trap water.
  - Apply 3" of soil amendment to all disturbed areas. Soil amendment is defined as 3 inches of fine compost tilled to a 12-inch depth.
  - Apply 3" of bark or woodchip mulch on top of amended soil.
  - Plant 13- 1 gallon container snowberry (*Symphoricarpos albus*) and 13- 1 gallon container salmonberry (*Rubus spectabilis*), and 13- 1 gallon Nootka rose (*Rosa nutkana*), 3-4 feet apart. Evenly spaced in the disturbed area.
  - Plants shall be installed on the backside of the ditch. Opposite the roadway.
  - Planting must occur between October 1st and March 1st.
  - No plant establishment is required.





# Utility Facility Description

All Greyed Out Areas are For Department Use Only			Accommodation Number: SP-NW-2021-008		
State Route Number: SR 9	<a href="#">SnagMP (Link)</a>		Access Control: LP	Scenic Class: B	
Begin Mile Post: 18.63	End Mile Post: 18.63		T, R, Sec: T30N-R5E-S36		

**Facility Description** - Provide a summary of the proposed work: (press ALT+Enter to insert line break)

Work inside WSDOT RW, Install 48 LF of 12" storm drainage pipe and culvert outfall, **open trench and install a 12'Lx7'Wx2'D rockpad outfall.**

**Additional Notes:**

Begin Mile Post	End Mile Post	Left, Right or Xing	Offset Distances (feet)			Facility Description <small>(indicate size and/or diameter, and material)</small>	Right of Way		Aerial, Buried, Bridge or Surface	Scenic Class	Access Control	Remarks and Installation Comments <small>1) Indicate where item enters/leaves R/W. 2) Include pertinent topography info (turnouts, Rd. approaches, intersections, culvert, guardrail, xing method, split grade/under/overpass, etc.)</small>
			From Center Line	From Edge of Traveled Way (Fogline)	Depth or Height		Left	Right				
18.63	18.63	Left	75'	65'	*	Install 12" storm drain pipe and culvert outfall, <b>via open trench</b>	75'		Buried	B	LP	Enters WSDOT RW.
<b>18.63</b>	<b>18.63</b>	<b>Left</b>	<b>22'</b>	<b>12'</b>	<b>2'</b>	<b>Open trench and install a 12'Lx7'Wx2'D rockpad outfall</b>	<b>75'</b>		<b>Surface</b>	<b>B</b>	<b>LP</b>	<b>Inside ROW.</b>
						*Pipe daylights to ex. Ditch.						

Begin/End MP 18.63:  
Open trench and install 48" of 12"  
SD pipel enters WSDOT LA ROW.

Break in Access Loc.:  
Sta. 419+98.00

BEGIN/END  
PROJECT MP 18.63

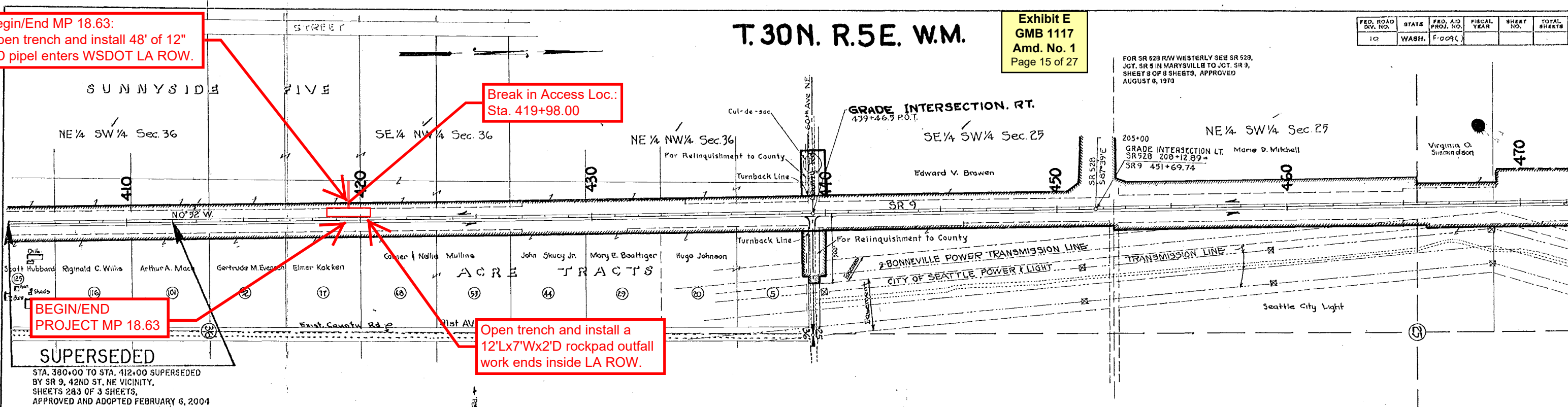
Open trench and install a  
12'Lx7'Wx2'D rockpad outfall  
work ends inside LA ROW.

T. 30N. R. 5E. W.M.

Exhibit E  
GMB 1117  
Amd. No. 1  
Page 15 of 27

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
10	WASH.	F-009C			

FOR SR 528 RW WESTERLY SEE SR 528, JCT. SR 5 IN MARYSVILLE TO JCT. SR 9, SHEET 8 OF 8 SHEETS, APPROVED AUGUST 8, 1970



**SUPERSEDED**

STATION 476+00 TO STATION 519+50+ SUPERSEDED BY SR 9, LAKE STEVENS TO ARLINGTON, SHEETS 8 AND 9 OF 21 SHEETS, APPROVED APRIL 5, 1955.

T. 30N. R. 5E. W.M.

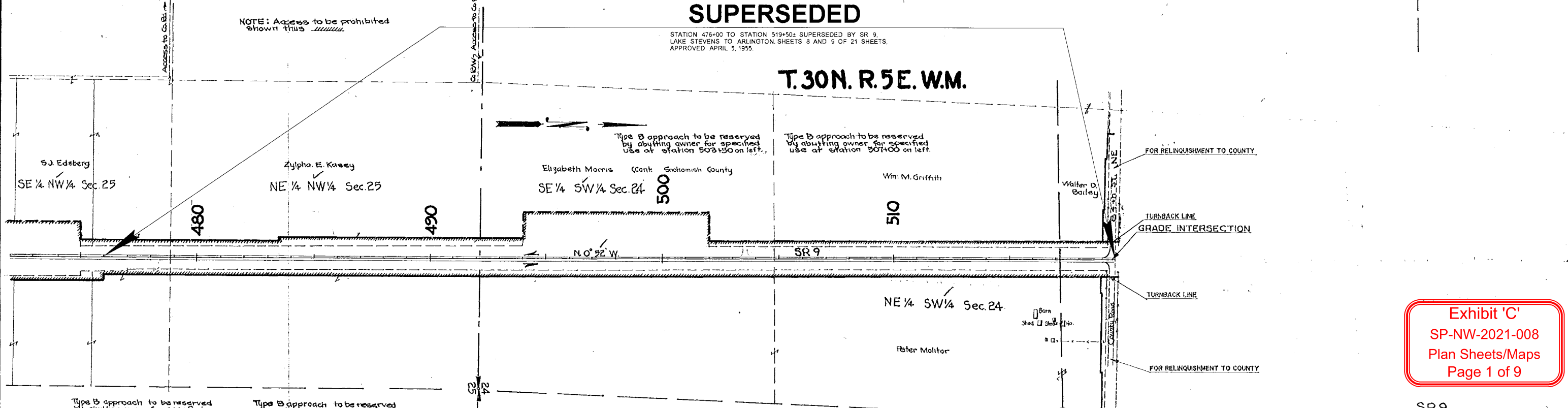


Exhibit 'C'  
SP-NW-2021-008  
Plan Sheets/Maps  
Page 1 of 9

- No. 5 This approach is to be used for the operation, maintenance and repair of the utility specified. The approach shall not exceed 20 feet in width.
- No. 6 At such time as SR 528 is constructed, this approach shall be removed.
- No. 7 This approach is to be used for the operation of a tree farm or tree farms including the removal of raw forest products therefrom and may not be used for retail marketing. The approach shall not exceed 30 feet in width.

Type C approach is an Off and On approach in legal manner, for special purpose and width to be agreed upon. It may be specified at a point satisfactory to the State at or between designated highway stations.

No. 9. This approach shall be gated and locked when not in use.

No. 21. The privilege of access to areas within the right of way is permitted from outside the right of way to the user designated, solely for use authorized by and subject to the conditions of the Franchise, Permit, or Agreement specified. No Access will be allowed to the traveled highway lanes or ramps.

CITY OF MARYSVILLE	422+22 & 427+85 LT. (Maintenance Agreement GMB 1117)	21
CITY OF MARYSVILLE	446+40 Lt. - Permit No. Everett 3581	C-5-9 X
BOITGAARD	418+80 Lt. - Permit No. Everett 3009	Temporary S-1-9
SPECIFIED USER	STATION ON ROADWAY	TYPE
ACCESS APPROACH SCHEDULE		

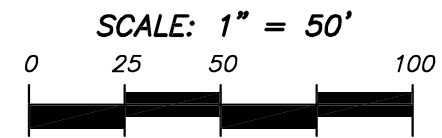
LETTER	DATE	DESCRIPTION	BY
Letter 2-8-13	3-21-13	Superseded Plan Sta. 476+00 to 519+50+	STW
Letter 1-13-04	2-13-04	Superseded Plan Sta. 405+00 to 412+00	STW
Letter 11-13-91	1-31-92	Added Turnback Lines, Noted areas for Relinquishment, Rev. RW (LIA) Lt. Rt. vic. Sta. 519+50.	JTD
Letter 4-28-81	6-5-81	Added Type C-5-9* approach 446+40 Lt. - Permit No. Everett 3581	RLS
Ltr. 9-9-174	10-28-17	Deleted temp. Type C-7-9 approach Sta. 413+80 Lt.	RLS
Comm. Res. No. 2193	7-1-16	Added temp. Type C-5-9 approach 413+80 Lt. - Permit No. Everett 3009	RLS
Comm. Res. No. 2237	8-6-70	Added 439+463 grade structure, rev. RAILWAY 1955 and deleted LT. 413+80 Lt. rev. WILIA, add point.	TS
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY



SR 9  
~~SECONDARY STATE HIGHWAY NO. 1A~~  
LAKE STEVENS TO ARLINGTON  
PLAN SHOWING ACCESS  
SNOHOMISH COUNTY  
WASHINGTON STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
OLYMPIA, WASHINGTON  
R. A. Meiso, Chairman  
E. C. Hensley, Member  
H. E. Moran, Member  
R. B. Hesser, Member  
Oscar E. Spore, Member

SCALE: 1 inch = 200 FEET  
APPROVED: MARCH 1, 1955  
W. B. Biber, Director of Highways

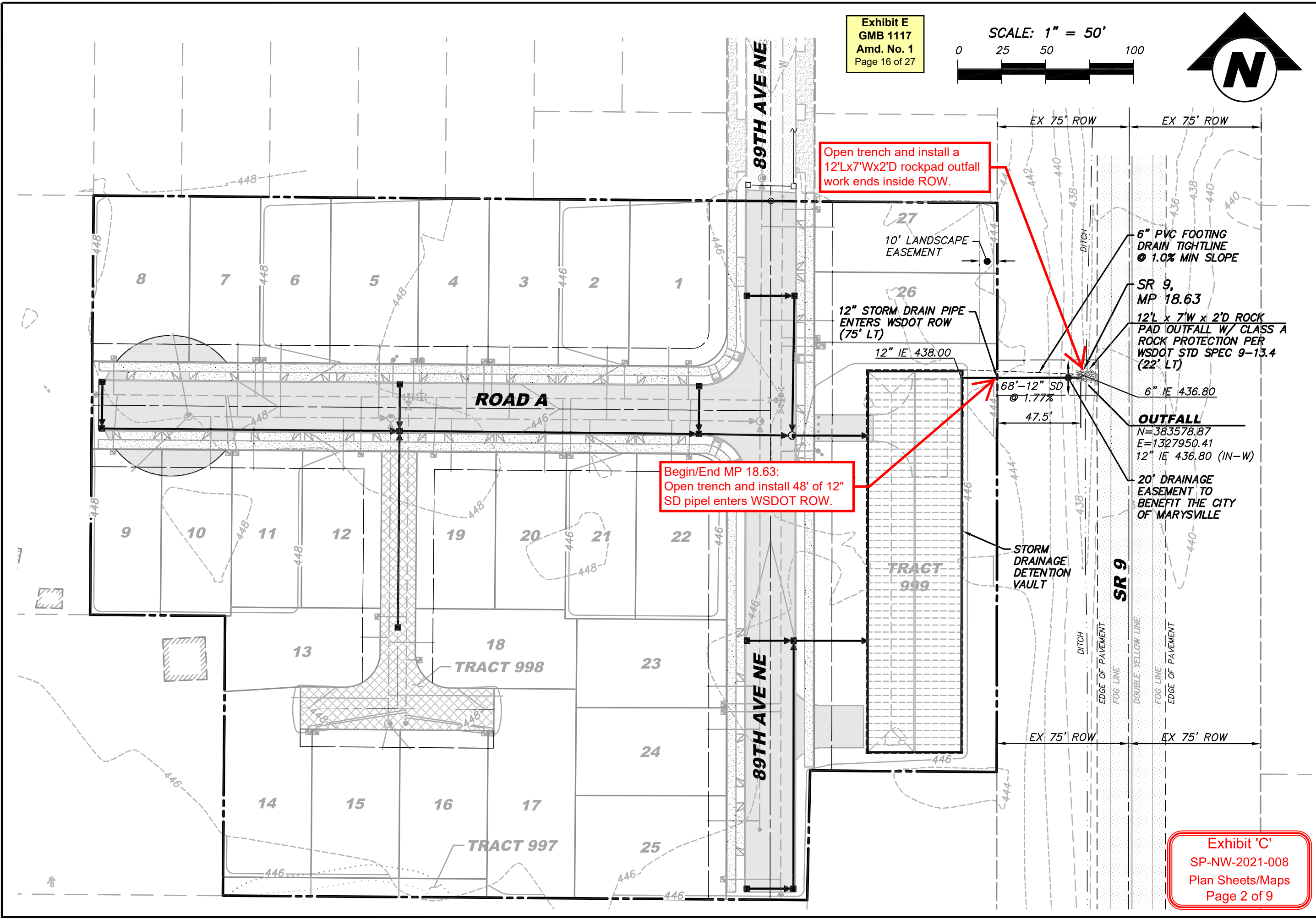
SHEET 2 OF 6 SHEETS  
Established by Commission Resolution No. 224 March 22, 1955



NO	DATE	REVISION	BY
1	2/18/22	REVISED PER WSDOT COMMENTS	BPC

**STORM OUTFALL PLAN**  
**HUNTERS GROVE**  
PACIFIC RIDGE - DRH, LLC

JOB NO:  
**19-038**  
SHEET:  
**1**

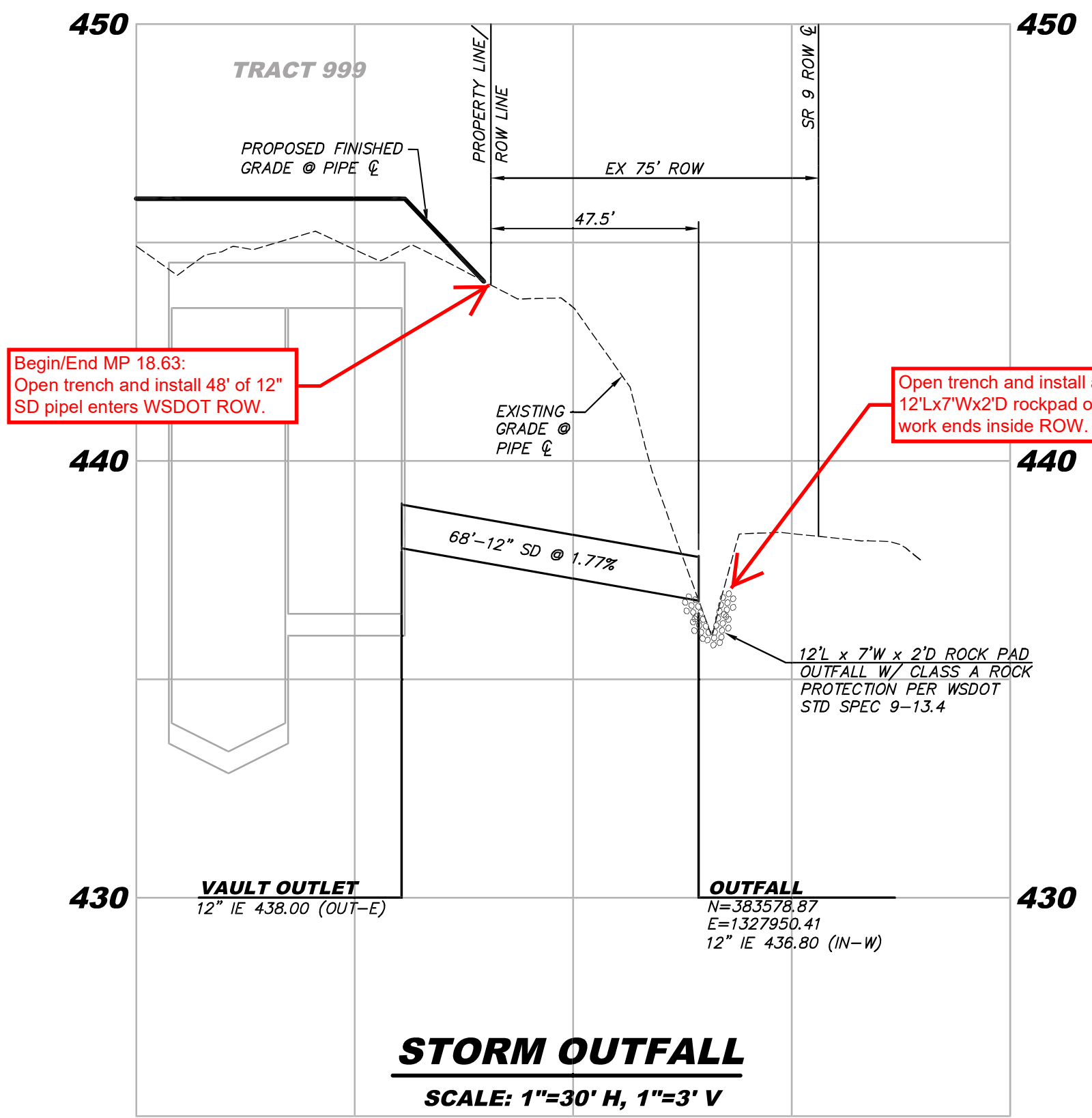


Open trench and install a 12'Lx7'Wx2'D rockpad outfall work ends inside ROW.

Begin/End MP 18.63: Open trench and install 48' of 12" SD pipe enters WSDOT ROW.

6" PVC FOOTING DRAIN TIGHTLINE @ 1.0% MIN SLOPE  
SR 9, MP 18.63  
12' L x 7' W x 2' D ROCK PAD OUTFALL W/ CLASS A ROCK PROTECTION PER WSDOT STD SPEC 9-13.4 (22' LT)  
6" IE 436.80  
**OUTFALL**  
N=383578.87  
E=1327950.41  
12" IE 436.80 (IN-W)  
20' DRAINAGE EASEMENT TO BENEFIT THE CITY OF MARYSVILLE

Exhibit 'C'  
SP-NW-2021-008  
Plan Sheets/Maps  
Page 2 of 9



Begin/End MP 18.63:  
Open trench and install 48' of 12"  
SD pipe enters WSDOT ROW.

Open trench and install a  
12'Lx7'Wx2'D rockpad outfall  
work ends inside ROW.

NO	DATE	REVISION	BY
1	2/18/22	REVISED PER WSDOT COMMENTS	BPC

**STORM OUTFALL PROFILE**  
**HUNTERS GROVE**  
PACIFIC RIDGE - DRH, LLC

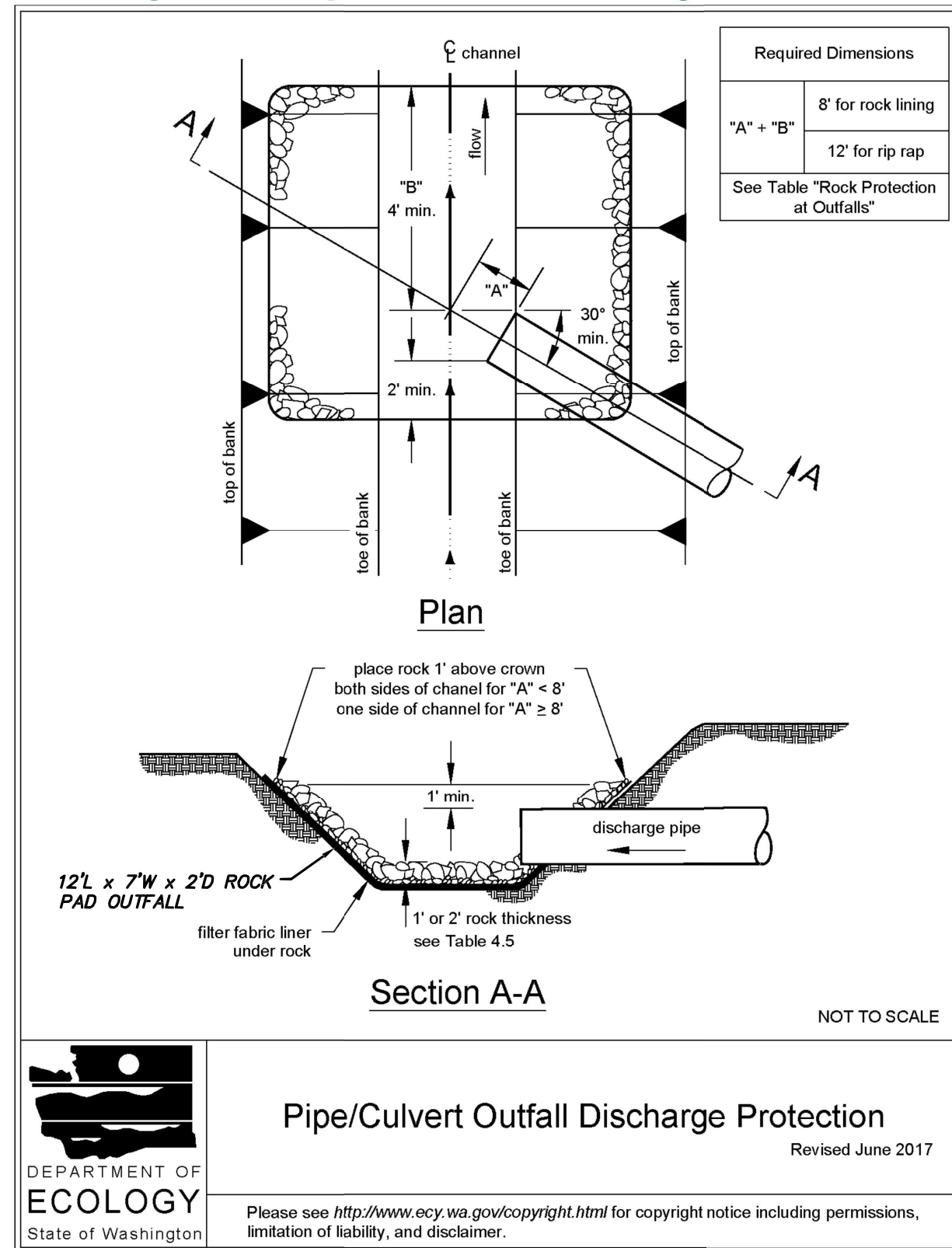
Exhibit 'C'  
SP-NW-2021-008  
Plan Sheets/Maps  
Page 3 of 9

JOB NO:  
**19-038**

SHEET:  
**2**



Figure V-1.7: Pipe/Culvert Outfall Discharge Protection



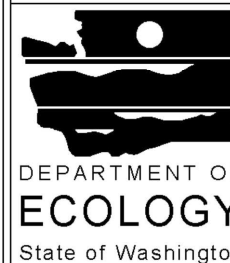
Riprap shall be reasonably well graded with gradation as follows:

- Maximum stone size: 24 inches (nominal diameter)
- Median stone size: 16 inches
- Minimum stone size: 4 inches

Class A	
Approximate Size (in.) <sup>1</sup>	Percent Passing (Smaller)
18	100
16	80-95
12	50-80
8	15-50
4	15 max.

**OUTFALL ROCK PROTECTION NOTE**

ROCK PROTECTION TO BE CLASS A ROCK FOR EROSION AND SCOUR PRETECTION PER WSDOT STD SPEC 9-13.4.



Pipe/Culvert Outfall Discharge Protection

Revised June 2017

Please see <http://www.ecy.wa.gov/copyright.html> for copyright notice including permissions, limitation of liability, and disclaimer.

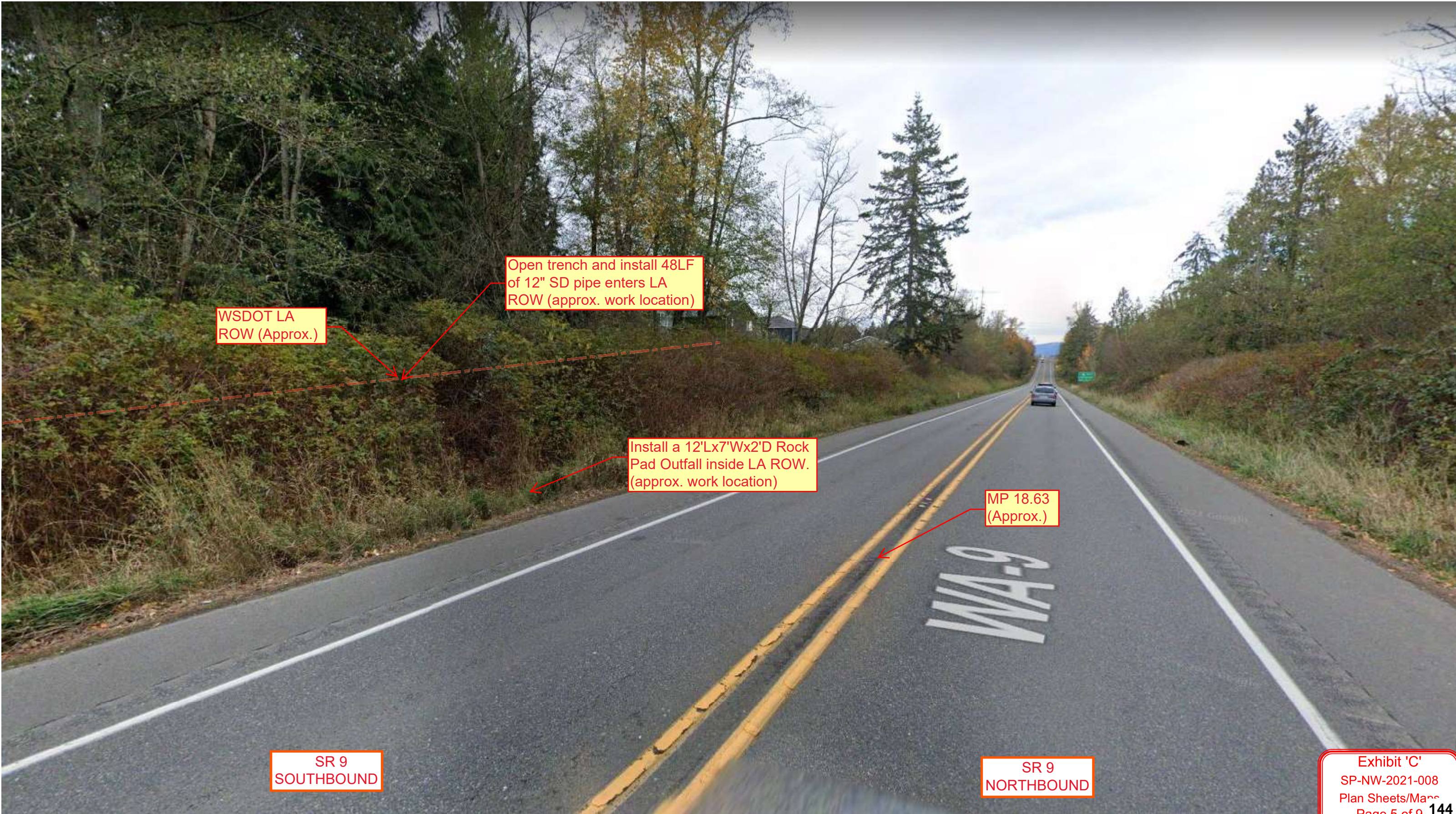
BY	REVISION	DATE	NO
BPC	REVISED PER WSDOT COMMENTS	2/18/22	1

**STORM OUTFALL NOTES & DETAILS**  
**HUNTERS GROVE**  
PACIFIC RIDGE - DRH, LLC

JOB NO:  
**19-038**  
SHEET:  
**3**



SP-NW-2021-008 Pacific Ridge SR 9, MP 18.63  
Open Trench, install 48LF of 12" SD Pipe and a 12'Lx7'Wx2'D Rockpad Outfall



WSDOT LA  
ROW (Approx.)

Open trench and install 48LF  
of 12" SD pipe enters LA  
ROW (approx. work location)

Install a 12'Lx7'Wx2'D Rock  
Pad Outfall inside LA ROW.  
(approx. work location)

MP 18.63  
(Approx.)

SR 9  
SOUTHBOUND

SR 9  
NORTHBOUND



To: Khoi Pham  
Utilities Accommodation/  
Project Delivery Engineer  
WSDOT NW Region Utilities Office

Date: February 18, 2022

From: Rob Long, PE  
RAM Engineering  
19109 36<sup>th</sup> Ave W, Suite 100  
Lynnwood WA 98036

Subject: **Hunters Grove, SR-9 MP18.63**  
Outfall Rock Pad Calculation

This memo provides the outfall rock rad calculation for the proposed Hunters Grove stormwater discharge at SR-9, MP18.63. The Washington State Department of Ecology sizing guidelines have been used to size the outfall pad. The stormwater modeling included in the project's Stormwater Site Plan report has estimated the peak 100-year unmitigated flows from the site at 3.77 cfs. The free flow velocity of 3.77 cfs through a 12" smooth-walled pipe at 1.77% is 7.16 ft/sec (see flow calculation summary below). With an 100-year peak discharge velocity at 7.16 ft/sec the minimum outfall pad shall be 12' (L) x 7' (W) x 2'(D) lined with riprap rock. See the sizing details and specifications provided below.

GRAVITY PIPE FLOW (Chezy-Manning)

RAM Engineering, Inc. 15:31 18-Feb-22  
project # 19-038 by RLL  
project Hunters Grove

Notes: Pipe Flow Velocity at 100-year Discharge

12 diameter (in)  
1.77 slope (%)  
Smooth-wall material  
0.012 Manning's "n"

CALCULATE FLOW  
 full  max  depth  
 63.55 depth (% of dia.)

wetted perimeter = 1.85'  
hydraulic radius = 0.29'  
area = 0.53 s.f.  
velocity = 7.16 fps  
flow = 3.77 cfs

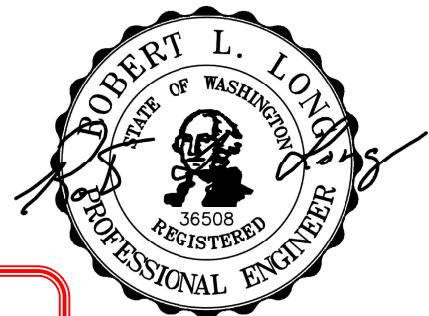
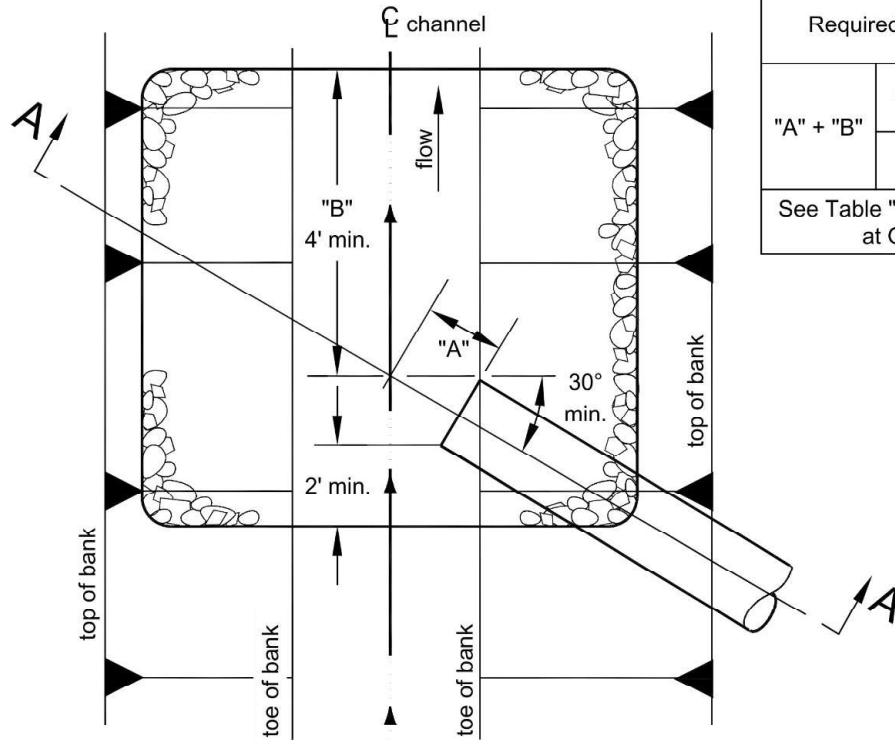


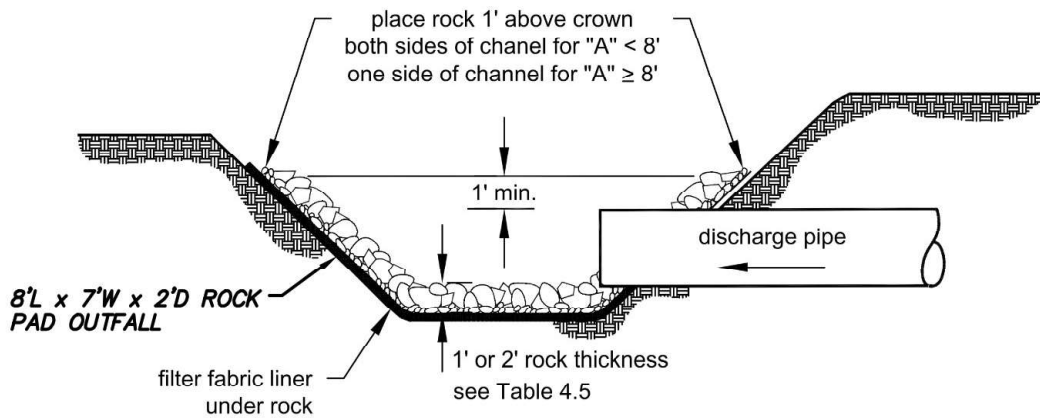
Exhibit 'C'  
SP-NW-2021-008  
Plan Sheets/Maps  
Page 6 of 9

2/18/2022



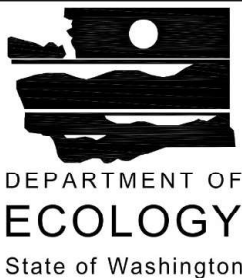
Required Dimensions	
"A" + "B"	8' for rock lining
	12' for rip rap
See Table "Rock Protection at Outfalls"	

**Plan**



**Section A-A**

NOT TO SCALE



**Pipe/Culvert Outfall Discharge Protection**

Revised June 2017

Please see <http://www.ecy.wa.gov/copyright.html> for copyright notice including permissions, limitation of liability, and disclaimer.

**Exhibit 'C'**  
 SP-NW-2021-008  
 Plan Sheets/Maps  
 Page 7 of 9



Discharge Velocity at Design Flow in feet per second (fps)	Required Protection Minimum Dimensions				
	Type	Thickness	Width	Length	Height
0 - 5	Rock lining <sup>(1)</sup>	1 foot	Diameter +6 feet	8 feet or 4 x diameter, whichever is greater	Crown + 1 foot
5+ - 10	Riprap <sup>(2)</sup>	2 feet	Diameter +6 feet or 3 x diameter, whichever is greater	12 feet or 4 x diameter, whichever is greater	Crown + 1 foot
10+ - 20	Gabion outfall	As required	As required	As required	Crown + 1 foot
20+	Engineered energy dissipater required				

Footnotes:

1. **Rock lining** shall be quarry spalls with gradation as follows:

- Passing 8-inch square sieve: 100%
- Passing 3-inch square sieve: 40 to 60% maximum
- Passing 3/4-inch square sieve: 0 to 10% maximum

2. **Riprap** shall be reasonably well graded with gradation as follows:

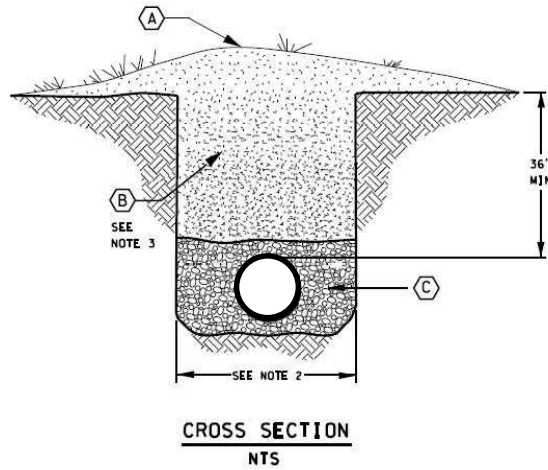
- Maximum stone size: 24 inches (nominal diameter)
- Median stone size: 16 inches
- Minimum stone size: 4 inches

*Note: Riprap sizing governed by side slopes on outlet channel, assumed to be approximately 3H:1V.*

**OUTFALL ROCK PROTECTION NOTE**  
 ROCK PROTECTION TO BE CLASS A ROCK FOR EROSION AND SCOUR PRETECTION PER WSDOT STD SPEC 9-13.4.

Class A	
Approximate Size (in.) <sup>1</sup>	Percent Passing (Smaller)
18	100
16	80-95
12	50-80
8	15-50
4	15 max.

Exhibit 'C'  
 SP-NW-2021-008  
 Plan Sheets/Maps  
 Page 8 of 9



**LEGEND**

- (A) Surface treatment to restore existing to match adjacent (seeding, bark, etc.).
- (B) Native material or as directed by WSDOT.
- (C) Bedding material. Bedding material depth over and beneath pipe casing shall be half the diameter of pipe casing or 6 inches, whichever is less.

**GENERAL NOTES**

1. Trenching and pipe installation shall meet the requirements of WSDOT Standard Specification 7-08.
2. Maximum trench width shall be outside casing pipe width plus 1 foot either side of casing pipe.
3. Compaction shall be method C per Standard Specification Section 2-03.3 (14) C.
4. When connecting to an existing facility under the pavement, pavement restoration may, at the department's discretion, include the full lane width and encroached shoulder.
5. Casing pipes shall extend a minimum of six (6) feet beyond the toe of fill slopes, bottom of ditchline, or outside of curb.

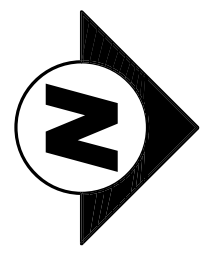
**Open Trench Detail**

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.						HOST VEHICLE WEIGHT > 22,000 lbs.				
< 45 MPH	45-55 MPH	> 55 MPH				< 45 MPH	45-55 MPH	> 55 MPH		
100'	123'	172'				74'	100'	150'		
PROTECTIVE VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

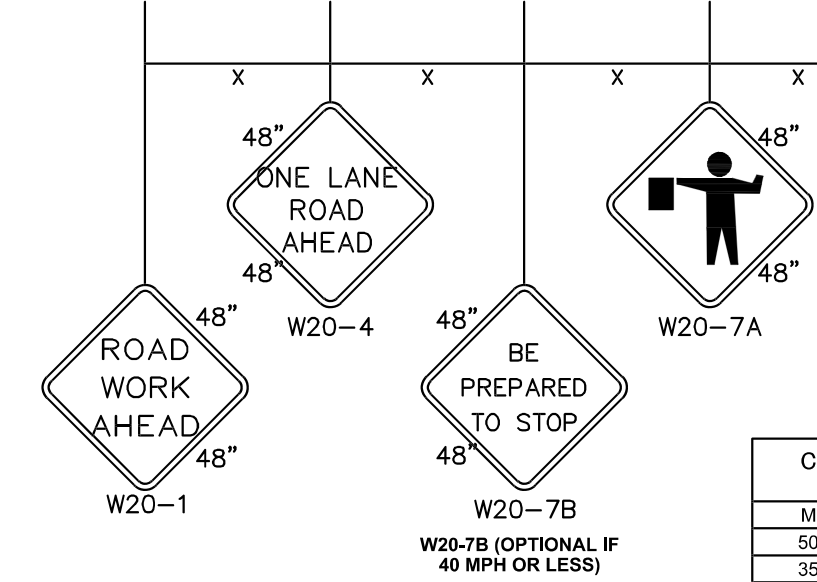
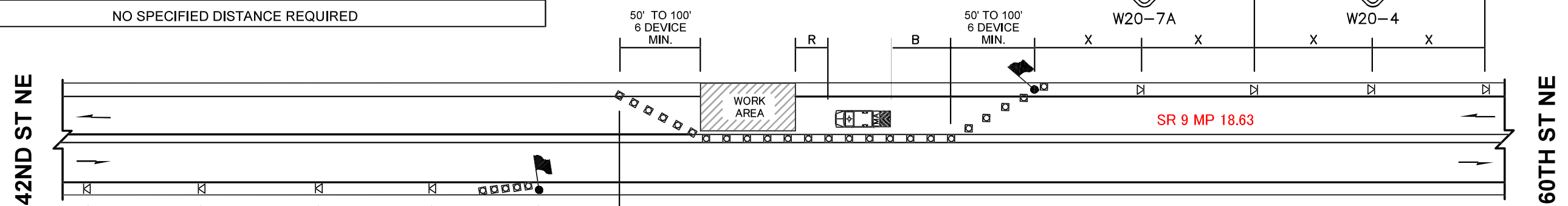
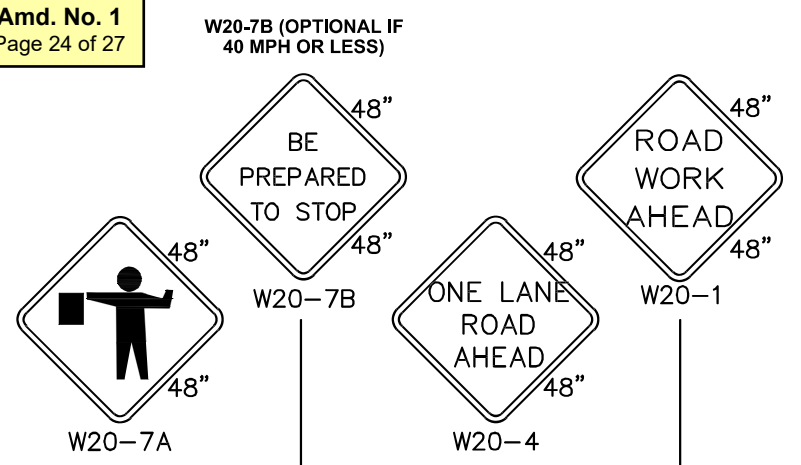
SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800'
RURAL ROADS	45 / 55 MPH	500'
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
URBAN STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**Exhibit E**  
**GMB 1117**  
**Amd. No. 1**  
Page 24 of 27



For Traffic Control Plan renewal or modification,  
send request to: Michael Gallop 206-440-4913/206-940-2736  
GALLOPM@wsdot.wa.gov



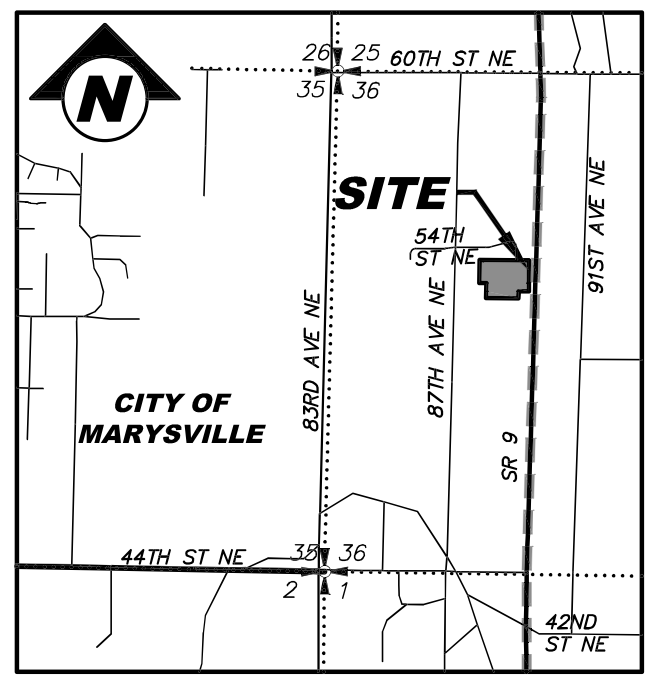
CHANNELIZATION DEVICE SPACING (FEET)			
MPH	TAPER	TANGENT	
50/65	10 TO 20	80	
35/45	10 TO 20	60	
25/30	10 TO 20	40	

**WSDOT APPROVAL NOTES: SR-9 MP 18.63 FLAGGING**

- CHANNELIZING DEVICES TO BE TRAFFIC SAFETY DRUMS WITH TYPE C STEADY BURN LIGHTS.
- DURING HOURS OF DARKNESS, ILLUMINATE ALL FLAGGING STATIONS AND ADD TYPE C LIGHTS TO ALL CHANNELIZING DEVICES.
- WORK ZONE CLEAR ZONE (WZCZ) = 20' FROM THE TRAVELED WAY'S FOG LINE, DURING NON-WORKING HOURS, EQUIPMENT AND MATERIALS SHALL NOT BE WITHIN THE WZCZ UNLESS BEHIND GUARDRAIL OR EXISTING CONCRETE BARRIER.
- NOTIFY WSDOT A MINIMUM OF 5 DAYS IN ADVANCE OF WORK BEGINNING: 206-440-4454**
- CONTACT WSDOT NW REGION RADIO APPROXIMATELY 5 MINUTES PRIOR TO START OF CLOSURE AND AGAIN AFTER OPENING (206-440-4490).
- ALL SIGNS SHALL BE 48" x 48" BLACK ON ORANGE W/ REFLECTIVE SHEETING UNLESS OTHERWISE NOTED.
- CHANNELIZING DEVICES SHALL NOT ENCROACH INTO AN OPEN LANE.
- WORK IN LOCAL AGENCY RIGHT-OF-WAY IS NOT REVIEWED BY WSDOT, BUT SHALL BE REVIEWED AND APPROVED BY THE LOCAL AGENCY.
- WHEN EXCAVATING, ALL DROP-OFFS SHALL COMPLY WITH WSDOT STD. SPEC. 1-07.23(1).
- FLAGGING STATION SHALL BE VISIBLE FROM SIGN W20-7A. ADD AN ADDITIONAL W20-7A IF NEEDED DUE TO LIMITED SIGHT DISTANCE.

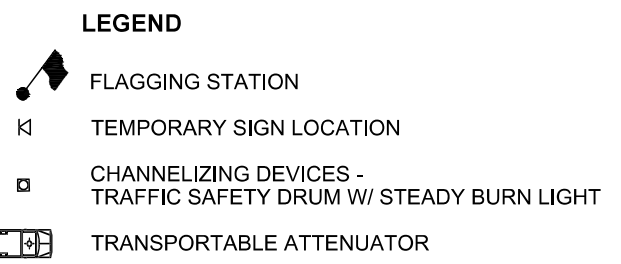
**ALLOWABLE CLOSURE HOURS**  
MONDAY TO THURSDAY 9:00PM - 5:00AM (SUNDAY THRU THURSDAY NIGHTLY) FOR FLAGGING

**HOLIDAY IMPACTS**  
NO LANE CLOSURE PERMITTED BETWEEN NOON THE DAY PRIOR TO A HOLIDAY OR HOLIDAY WEEKEND THROUGH NOON THE DAY FOLLOWING A HOLIDAY OR HOLIDAY WEEKEND. IT IS A HOLIDAY WEEKEND WHEN THE HOLIDAY FALLS ON A FRIDAY, SATURDAY, SUNDAY OR MONDAY.



**VICINITY MAP**  
SCALE: 1"=2000'

- NOTES**
- ALL SIGNS ARE BLACK ON ORANGE.
  - EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
  - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS



**ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS**

NOT TO SCALE APPROVAL EXPIRES 6 MONTHS AFTER DATE SIGNED

**Exhibit 'D'**  
**SP-NW-2021-008**  
**Traffic Control Plan**  
**Page 1 of 2**

**APPROVED AS NOTED**

3/3/2022  
**NWR TRAFFIC OPERATIONS**

**PREPARED BY:**  
RAM ENGINEERING, INC.  
CONTACT: ROB L. LONG, PE  
ROBL@RAMENGINEERINGINC.COM  
(425) 678-6960

**24 HOUR CONTACT:**  
PACIFIC RIDGE - DRH, LLC  
CONTACT: ERIC D. STRAND  
EDSTRAND@DRHORTON.COM  
(425) 375-3065

**HUNTERS GROVE**  
**MARYSVILLE, WA**

STORM DRAINAGE OUTFALL

TRAFFIC CONTROL PLAN

Plot 1  
PLAN REF NO  
**TC1**

SHEET  
1  
OF  
2  
SHEE

FILE NAME	TIME	DATE	DESIGNED BY	ENTERED BY	CHECKED BY	PROJ. ENGR.	REGIONAL ADM.	REVISION	DATE	BY	REGION NO.	STATE	JOB NUMBER	LOCATION NO.





# Pre-Construction Notification

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide requested information to below-designated WSDOT construction contacts prior to the beginning of construction. Use Alternate Contact or surface mail if phone or e-mail are no longer in effect. This form is NOT for maintenance work.

No work shall take place until the Utility has participated in the Pre-Construction conference.

Accommodation No.:	SP-NW-2021-008	State Route No:	SR 9
Expiration Date:	06/02/2032	From Mile Post:	18.63
WO/Charge Code:	Hunters Grove / JZ1190 GRP02	To Mile Post:	18.63

## WSDOT Construction Contacts

### WSDOT Inspector (notify at least five (5) days prior to starting work)

NW Local Agency & Development Services Office 15700 Dayton Ave. N. PO BOX 330310, MS 82-240 Seattle, WA 98133-9710	NAME: Michael Gallop TITLE: WSDOT Inspector PHONE: 206-440-4913/206-940-2736 E-MAIL: <a href="mailto:GALLOPM@wsdot.wa.gov">GALLOPM@wsdot.wa.gov</a>
---	--

### WSDOT Traffic Control (notify at least five (5) days prior to starting work)

Construction Traffic Coordination Office 15700 Dayton Ave. N. P.O. BOX 330310, NB82-125 Seattle, WA 98133-9710	NAME: Krissy Kaufman TITLE: WSDOT NWR CTCO Engineer PHONE: 206-440-4454 E-MAIL: <a href="mailto:KaufmK@wsdot.wa.gov">KaufmK@wsdot.wa.gov</a>
---	---

## Construction Contacts and Schedule

Anticipated Start Date:	Estimated Duration:
<b>Permit/Franchise Holder</b>	
Pacific Ridge - DRH, LLC. <small>COMPANY</small>	NAME: _____
STREET ADDRESS	TITLE: _____
CITY, STATE ZIP	PHONE: _____
OFFICE PHONE	E-MAIL: _____
<b>Contractor</b>	
COMPANY	NAME: _____
STREET ADDRESS	TITLE: _____
CITY, STATE ZIP	PHONE: _____
OFFICE PHONE	E-MAIL: _____

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START CONSTRUCTION ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

Exhibit 'E'  
SP-NW-2021-008  
Pre-Construction Notification  
Page 1 of 1

SP-NW-2021-008

NEW INSTALLATION ONLY

# Maintenance Notification

**Update and re-use this form as needed for in-kind repair or replacement of EXISTING primary and secondary facilities associated with the referenced utility permit or franchise number ONLY. Maintenance activities are subject to the general and special provisions of the referenced utility permit or franchise, a WSDOT-approved, site-specific Traffic Control Plan, and submittal of this Notification Form.**

**This form does NOT apply if there will be an upgrade, change in capacity, location/route, appurtenances, or subcontracted/ outsourced work. Please call the NW Region Utilities Office if you have questions.**

**No work shall take place until the Utility has received written or verbal authorization from WSDOT to proceed.**

<b>Accommodation No.</b> SP-NW-2021-008	<b>State Route No:</b> SR 9
<b>Expiration Date:</b> 06/02/2032	<b>From Mile Post:</b> 18.63
<b>Charge Code:</b>	<b>To Mile Post:</b> 18.63

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide the project information below to the following WSDOT representative twenty (20) working days prior to the beginning of construction. **Use Alternate Contact or surface mail if phone or e-mail are no longer in effect.**

<b>WSDOT NW REGION UTILITIES</b> 15700 DAYTON AVE. N., NB82-113 P.O. BOX 330310 SEATTLE, WA 98133-9710	<b>Contact:</b> Khoi Pham <b>Phone:</b> 206-440-4130 <b>E-Mail:</b> <a href="mailto:NWRutilities@WSDOT.WA.GOV">To: NWRutilities@WSDOT.WA.GOV</a> <a href="mailto:PHAMK@wsdot.wa.gov">Cc: PHAMK@wsdot.wa.gov</a>  <b>Alt. Contact:</b> NWR Utilities Office <b>Alt. Phone:</b> 206.440.4120
---	--

## Provide Description of Work Activity

**Anticipated Start Date:** \_\_\_\_\_ **Estimated Duration:** \_\_\_\_\_

## Provide Utility Contacts

### Permit/Franchise Holder

Pacific Ridge - DRH, LLC.	CONTACT NAME: _____
COMPANY	TITLE: _____
STREET ADDRESS	PHONE: _____
CITY, STATE ZIP	E-MAIL: _____
OFFICE PHONE	

### Contractor

COMPANY	CONTACT NAME: _____
STREET ADDRESS	TITLE: _____
CITY, STATE ZIP	PHONE: _____
OFFICE PHONE	E-MAIL: _____

## WSDOT Authorization

NWR UTILITIES OFFICE	SIGNATURE: _____
TITLE	DATE: _____

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START WORK ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

**Exhibit 'F'**  
 SP-NW-2021-008  
 Maintenance Notification  
 Page 1 of 1

**SP-NW-2021-008**

**MAINTENANCE WORK ONLY**

## GMB 1117

This Maintenance Agreement, hereinafter "Agreement," is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Marysville, Washington, hereinafter the "City," hereinafter collectively referred to as the "Parties" and individually as the "Party."

### RECITALS

1. A developer has constructed houses on a parcel, tax number 00590700005400, hereinafter "Kembers Court East or Kember's Court East." Another developer is constructing houses on a parcel located south of Kembers Court East, tax number 00590700006701, hereinafter "Hunter's Landing." Both parcels abut WSDOT State Route 9 (SR 9) limited access right of way, hereinafter "SR 9 limited access right of way."
2. WSDOT has issued a stormwater discharge permit, Utility Permit (UP) 20591, to the developer of Kembers Court East to allow installation of stormwater facilities in the SR 9 limited access right of way at approximately Milepost (MP) 18.81, as shown on Exhibit A (P. 1 of 2). WSDOT will issue UP 20591 Addendum #01 to the developer superseding UP 20591. *See* Exhibit B. WSDOT will grant a permanent access break to the City to allow the City to maintain the stormwater facilities from Kembers Court East into the SR 9 limited access right of way.
3. The City recorded an easement for maintenance on the Kember's Court East Plat. Tract 989, which includes a portion of the stormwater facilities, is subject to an easement that grants the City an emergency and routine maintenance easement. Tract 990 contains an easement to the City for ingress, egress and maintenance of the stormwater facility on Tract 989.
4. WSDOT has issued a stormwater discharge permit, S1-19-12, to the developer of Hunter's Landing to allow installation of stormwater facilities in the SR 9 limited access right of way at approximately MP 18.71, as shown on Exhibit C (P. 1 of 2). *See* Exhibit D. The Hunter's Landing plat is not yet complete. However, the City commits to obtaining a maintenance easement on the Hunter's Landing Plat with the same rights as those granted to the City on the Kember's Court East Plat, or, in the alternative, the City commits to taking full ownership of the lot containing the stormwater facilities during the plat process. WSDOT will grant a permanent access break to the City to allow the City to maintain the stormwater facilities from Hunter's Landing into the SR 9 limited access right of way.
5. The City agrees, at its sole cost and expense, to maintain stormwater outfalls, pipes, catch basins, trash racks and energy dissipation devices in the SR 9 limited access right of way from Kembers Court East and from Hunter's Landing. The City also agrees, at its sole

cost and expense, to maintain the upstream sump in Kembers Court East and to maintain the upstream sump in Hunter's Landing.

6. The City agrees, as part of its maintenance responsibilities for the stormwater facilities from Kembers Court East and Hunter's Landing, that it will protect the SR 9 limited access right of way from damage and/or debris impacts at the City's sole cost and expense.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A, Exhibit B, Exhibit C and Exhibit D which are incorporated and made a part hereof.

## **IT IS MUTUALLY AGREED AS FOLLOWS:**

### **1. CITY MAINTENANCE RESPONSIBILITIES**

#### **1.1 City Maintenance Responsibilities for Kembers Court East Stormwater Infrastructure**

- 1.1.1 The City, at its sole cost and expense, agrees to maintain and repair all stormwater facilities from Kembers Court East located in the SR 9 limited access right of way in good condition, including the stormwater discharge pipe and the splash pad, and to maintain the upstream sump (which is located within the Kembers Court East parcel), as shown approximately on Exhibit A (P. 2 of 2), hereinafter the "Kembers Court East Stormwater Infrastructure."
- 1.1.2 The splash pad is located in the existing SR 9 limited access right of way ditch. The City, at its sole cost and expense, agrees it will not allow buildup of debris on the splash pad, and if such buildup does occur the City agrees to remove the debris from the splash pad and from the surrounding SR 9 limited access right of way.
- 1.1.3 The City, at its sole cost and expense, agrees to maintain the upstream sump located within the Kembers Court East parcel. The sump is on the upstream end of the discharge pipe. Should the upstream sump fail, the City agrees it will be responsible for any and all damages, clean-up and restoration to the SR 9 limited access right of way that results from the upstream sump failure.
- 1.1.4 The City, at its sole cost and expense, agrees to provide all materials and labor associated with any modification, replacement, relocation, repairs, and/or any other incidental maintenance costs for the Kembers Court East Stormwater Infrastructure located in the SR 9 limited access right of way.



- 1.1.5 The City shall inspect the Kembers Court East Stormwater Infrastructure at least once per year.

## 1.2 City Maintenance Responsibilities for Hunter's Landing Stormwater Infrastructure

- 1.2.1 The City, at its sole cost and expense, agrees to maintain and repair all stormwater facilities from Hunter's Landing located in the SR 9 limited access right of way in good condition, including the side-drain connection (which consists of a 12" storm drain pipe and a catch basin), the rock pad outfall, and to maintain the upstream sump (which is located within the Hunter's Landing parcel), as shown approximately on Exhibit C (P. 2 of 2), hereinafter the "Hunter's Landing Stormwater Infrastructure."

- 1.2.2 Water will flow through the 12" storm drain pipe onto the rock pad outfall and then enter the existing ditch in the SR 9 limited access right of way. The City, at its sole cost and expense, agrees it will not allow buildup of debris on the rock pad outfall, and if such buildup does occur the City agrees to remove the debris from the rock pad outfall and from the surrounding SR 9 limited access right of way. The City's maintenance and repair responsibility includes the 12" storm drain pipe and catch basin.

- 1.2.3 The City, at its sole cost and expense, agrees to maintain the upstream sump located within the Hunter's Landing parcel. The sump is on the upstream end of the discharge pipe. Should the upstream sump fail, the City agrees it will be responsible for any and all damages, clean-up and restoration to the SR 9 limited access right of way that results from the upstream sump failure.

- 1.2.4 The City, at its sole cost and expense, agrees to provide all materials and labor associated with any modification, replacement, relocation, repairs, and/or any other incidental maintenance costs for the Hunter's Landing Stormwater Infrastructure located in the SR 9 limited access right of way.

- 1.2.5 The City shall inspect the Hunter's Landing Stormwater Infrastructure at least once per year.

- 1.3 The City's maintenance responsibilities for the Kembers Court East Stormwater Infrastructure and the City's maintenance responsibilities for the Hunter's Landing Stormwater Infrastructure are together hereinafter referred to as the "Stormwater Infrastructure."

## 2. TRAFFIC CONTROL

- 2.1 If it is likely that the City's work authorized under this agreement shall conflict with, impede or disrupt the SR 9 limited access right of way's construction, operation and/or maintenance, or endanger the safety of the traveling public, the City shall submit traffic

control plans to the WSDOT Construction Traffic Control Operations Manager for the Northwest Region, for review and approval fourteen (14) working days prior to the start of the City's work. If WSDOT rejects the traffic control plans, WSDOT shall work cooperatively with the City to develop acceptable plans.

- 2.2 The City agrees that all traffic control for work on the Stormwater Infrastructure within the SR 9 limited access right of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or WSDOT's Work Zone Traffic Control Guideline, M 54-44.

### **3. DEFICIENT MAINTENANCE**

- 3.1 In the event the City does not perform necessary maintenance and/or repair of the Stormwater Infrastructure, WSDOT shall notify the City of the deficiency in writing. The City agrees to correct the noted deficiency within thirty (30) calendar days of receipt of notice. If the City cannot, with due diligence, correct a deficiency within a period of thirty (30) calendar days from receipt of WSDOT's written notice, the City may make a written request of WSDOT for an extension of time, and WSDOT shall respond in writing and either grant an extension or deny the request. WSDOT shall not, without good cause, deny such request.
- 3.2 In the event the City does not correct a deficiency within thirty (30) calendar days of receipt of WSDOT's notice, or within the WSDOT-approved extension of time, if any, WSDOT, in its sole discretion, may perform the needed work to correct the deficiency. Such work may be accomplished by use of WSDOT personnel or a contractor, and if such work is performed to correct the deficiency, the City agrees to pay WSDOT for its actual direct and related indirect costs in accordance with Section 6.

### **4. EMERGENCY MAINTENANCE**

- 4.1 In the event of an emergency affecting the Stormwater Infrastructure, the City shall immediately perform emergency maintenance and/or repair to rectify the problem.
- 4.2 In the event WSDOT identifies a problem with the Stormwater Infrastructure that warrants emergency maintenance and/or repair, WSDOT shall notify the City and request that the City address the problem. The City agrees to perform the requested emergency maintenance and/or repair as soon as practicable.
- 4.3 If the City is not available to perform the emergency maintenance and/or repair work to address the WSDOT-identified problem, WSDOT reserves the right to perform the work. Such emergency work may be accomplished by use of WSDOT personnel or a contractor and shall be at the expense of the City, and the City agrees to reimburse WSDOT for the actual direct and related indirect costs in accordance with Section 6.

**5. DAMAGE TO RIGHT OF WAY**

5.1 The City shall not damage the SR 9 limited access right of way as it performs work on the Stormwater Infrastructure. If the City does damage the SR 9 limited access right of way the City agrees to be directly responsible to WSDOT for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing such repairs, the Parties shall meet and confer regarding the nature and scope of repairs needed and shall allocate responsibility for the work.

**6. PAYMENT**

6.1 In the event WSDOT or its authorized contractor performs any maintenance and/or repair work pursuant to this Agreement, WSDOT shall invoice the City for the actual direct and related indirect costs associated with the work performed. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall make payment within sixty (60) calendar days. All sums due from the City to WSDOT and not paid within sixty (60) calendar days of the date of invoice shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest shall be calculated from the date of invoice. If the City objects to all or any portion of an invoice it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall immediately make every effort to settle the disputed portion, and if necessary utilize dispute resolution as provided for in Section 9 of this Agreement. No interest shall be due on any portion of an invoice the City is determined not to owe following settlement between the parties or completion of resolution of dispute resolution process.

**7. PARTY REPRESENTATIVES**

7.1 Unless otherwise provided herein, all notifications and contact made pursuant to this Agreement shall reference GMB 1117 and be directed to the Party representative or designated representative, as follows:

<b>City of Marysville</b>	<b>Washington State Department of Transportation</b>
Brooke Ensor NPDES Coordinator City of Marysville 1049 State Avenue Marysville, WA 98270 Phone: (360) 363-8288 <a href="mailto:BEnsor@marysvillewa.gov">BEnsor@marysvillewa.gov</a>	John Tellesbo Superintendent of Area 3 Maintenance Washington State Department of Transportation 709 North Broadway Everett, WA 98201 Phone: (425) 258-8300 <a href="mailto:TELLESJ@wsdot.wa.gov">TELLESJ@wsdot.wa.gov</a>

7.2 A Party may designate an alternative representative by notifying the other Party in writing.

## 8. RIGHT OF ENTRY

8.1 WSDOT hereby grants to the City and its authorized agents, contractors, subcontractors, and employees, a right of entry into the SR 9 limited access right of way for the purpose of performing work authorized pursuant to this Agreement.

8.2 The City hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry into City property and/or City right of way for the purpose of performing work authorized pursuant to this Agreement.

## 9. GENERAL PROVISIONS

9.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9.2 Start of Work: The City agrees that its maintenance and repair obligations for the Stormwater Infrastructure shall start as soon as this Agreement is executed and the Stormwater Infrastructure is installed.

9.3 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the execution of this Agreement. The terms of this Agreement shall remain in effect unless otherwise amended or terminated.

9.4 Termination: Either Party may terminate this Agreement with thirty (30) calendar days prior written notice to the other Party, indicating the reason for the termination. Upon termination of this Agreement, the City shall at its sole cost and expense remove the stormwater facilities from the SR 9 limited access right of way and restore the highway to the condition prior to construction of the stormwater facilities. In the event the City fails to remove the stormwater facilities from the highway WSDOT may remove the stormwater facilities and invoice the City for the cost thereof in accordance with Section 6. Any termination of this Agreement shall not prejudice any rights or obligations accrued to WSDOT or to the City prior to termination.

9.5 Indemnification/Waiver/Legal Relations:

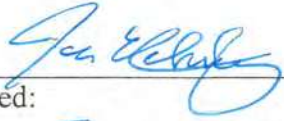
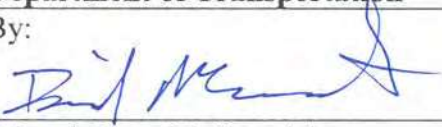


9.5.1 The City shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the City's obligations to be performed pursuant to the provisions of this Agreement. The City shall not be required to



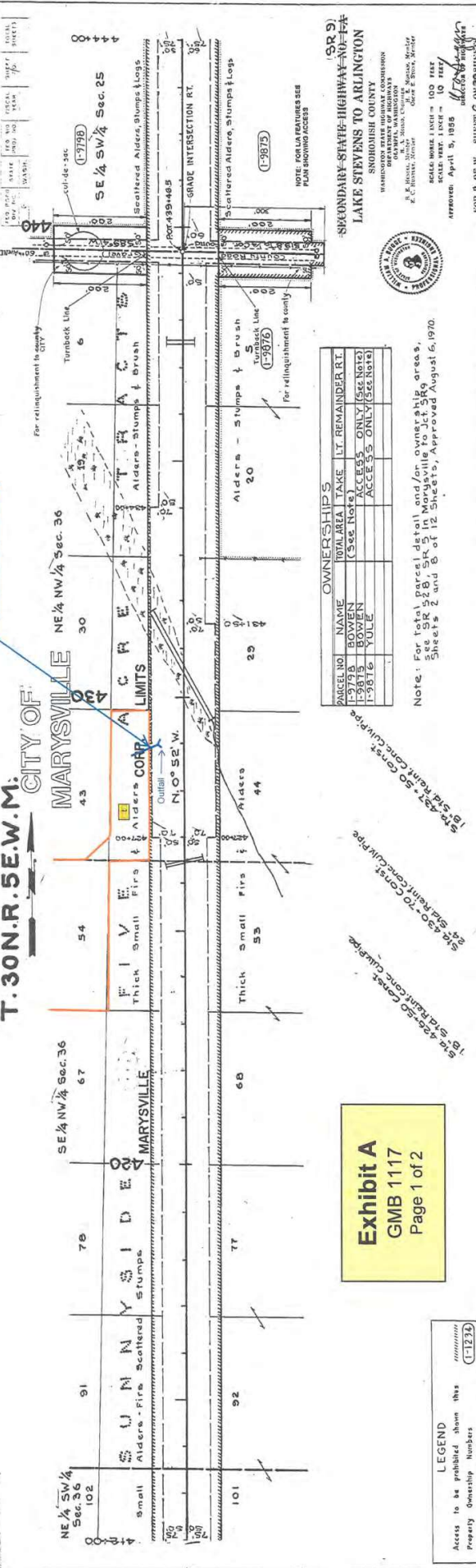
indemnify, defend, or hold harmless WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 9.5.2 The City agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing maintenance and/or repair of the Stormwater Infrastructure located on the SR 9 limited access right of way. For this purpose, the City, by mutual negotiation, hereby waives with respect to WSDOT only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
- 9.5.3 This indemnification and/or waiver shall survive termination of this Agreement.
- 9.6 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the City shall review the applicable facts, terms, statutes, and rules affecting the dispute to resolve the matter in good faith and as expeditiously as possible. If the Parties cannot reach a resolution, WSDOT and the City shall each appoint a member to a disputes board, and these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 9.7 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 9.8 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 9.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 9.10 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

<b>City of Marysville</b>	<b>Washington State Department of Transportation</b>
By: 	By: 
Printed: Jon Nehring	Printed: Dave McCormick
Title: Mayor	Title: Assistant Regional Administrator Maintenance Operations Northwest Region
Date: 2/11/20	Date: 2-25-20
<b>Approved as to Form City of Marysville</b>	<b>Approved as to Form Washington State Department of Transportation</b>
By: 	By: 
Printed: Jon Walker	Printed: Mark Schumock
Title: City Attorney	Title: Assistant Attorney General
Date: 1-8-20	Date: December 18, 2019

T. 30N.R. 5E.W. M. CITY OF MARYSVILLE



Approx MP 18.81

MARYSVILLE NE 1/4 NW 1/4 Sec. 36

SE 1/4 NW 1/4 Sec. 36

SE 1/4 SW 1/4 Sec. 25

GRADE INTERSECTION RT.

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

Scattered Alders, Stumps & Logs

PARCEL NO.	NAME	TOTAL AREA TAKE	LT. REMAINDER RT.
1-3798	BOWEN		
1-3815	BOWEN		
1-3816	TULE		

OWNERSHIPS

NOTE: For total parcel detail and/or ownership areas, see SR 328, S.R. 5 in Marysville to Jewell August 6, 1970. Sheets 2 and 6 of 12 sheets, Approved August 6, 1970.

Scale: 1" = 100' (SEE NOTE)

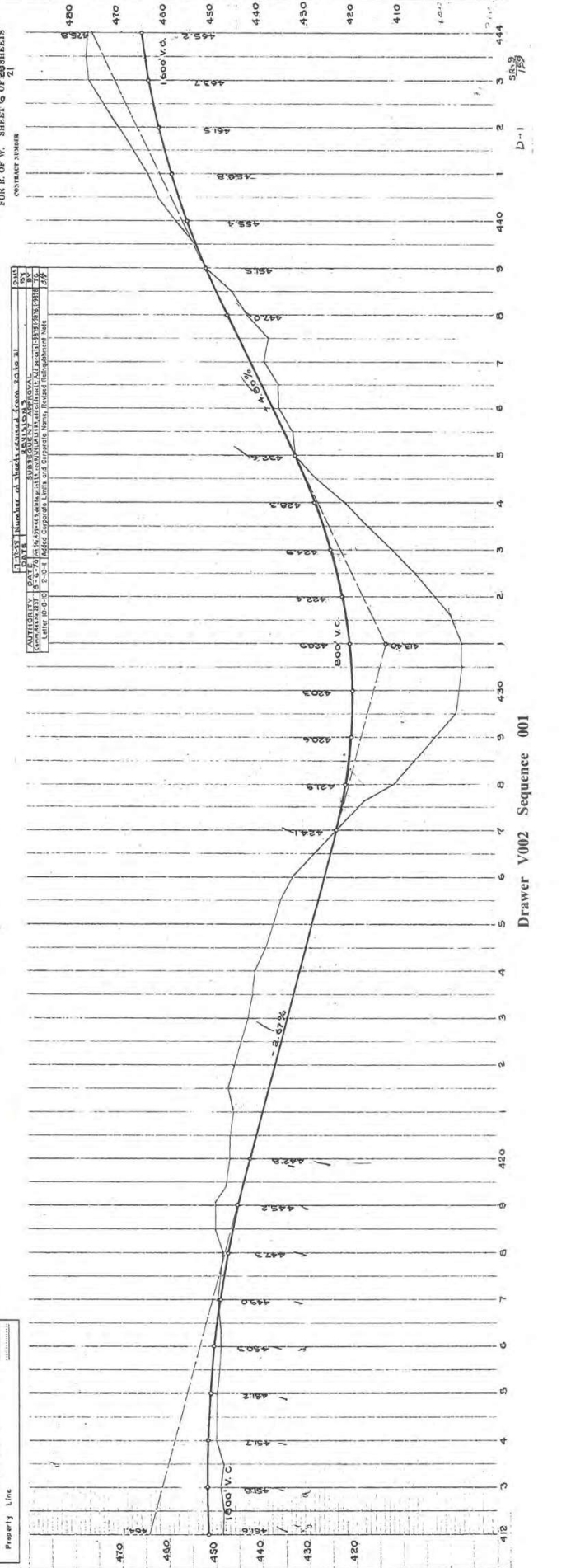
**Exhibit A**  
GMB 1117  
Page 1 of 2

LEGEND  
Access to be prohibited shown this minimum Property Ownership Numbers (1-1234)



(SP 9)  
SECONDARY STATE HIGHWAY-18.81  
LAKE STEVENS TO ARLINGTON  
SNOHOMISH COUNTY  
DEPARTMENT OF HIGHWAYS  
MANAGEMENT DIVISION  
J. K. BROWN, Chief, Planning, Research, & Design  
Z. C. BROWN, Senior  
Approved: April 5, 1955

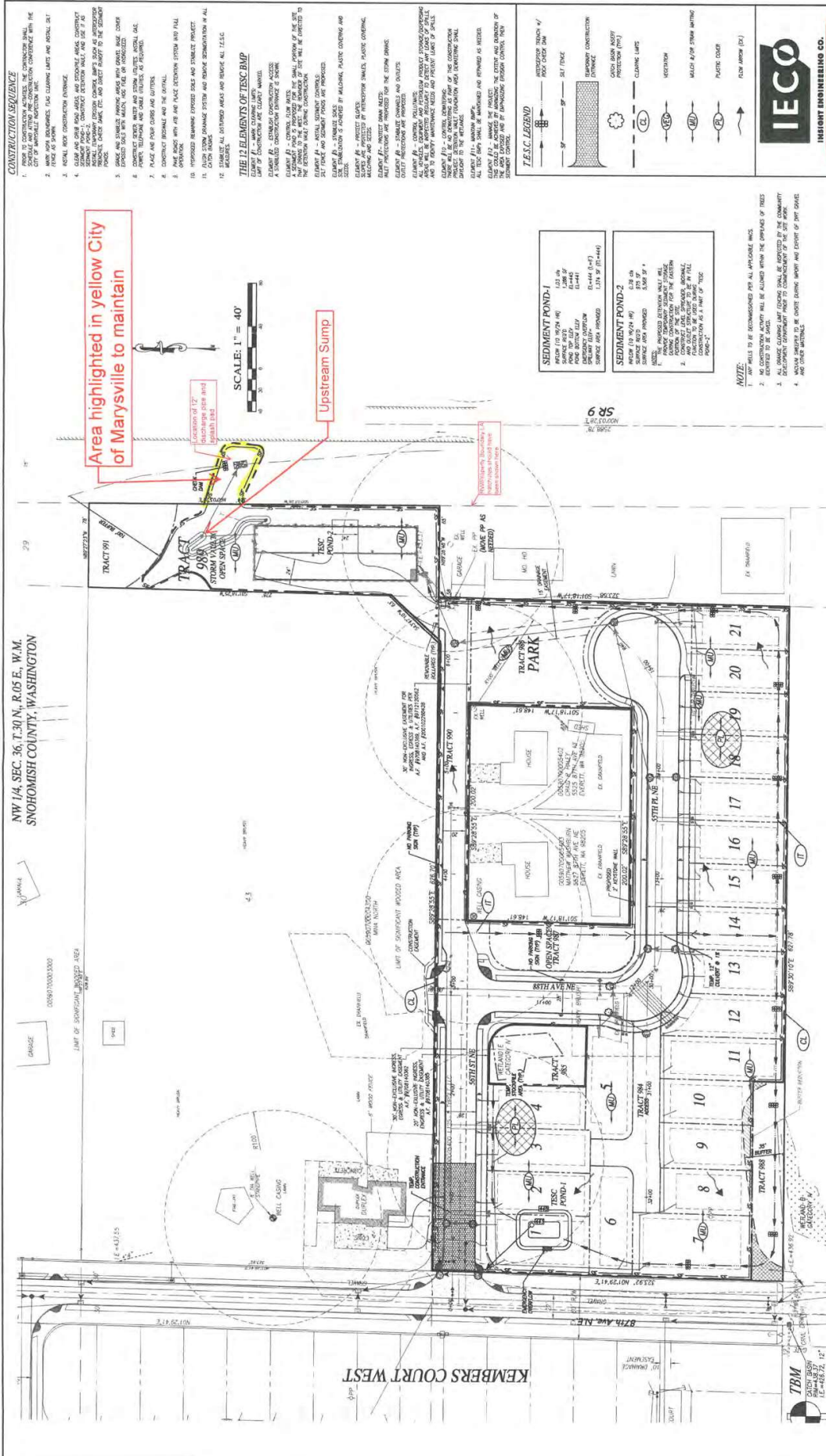
FOR R. OF W. SHEET 6 OF SHEETS 1-12  
CONTRACT NUMBER



Drawer V002 Sequence 001



NW 1/4, SEC. 36, T.30N., R.05E., W.M.  
SNOHOMISH COUNTY, WASHINGTON



- CONSTRUCTION SEQUENCE**
- PROVIDE TO CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - INSTALL ALL CONSTRUCTION FENCING.
  - GRADE AND DRAIN ROADWAYS AND SIDEWALKS. MAINTAIN PROPER DRAINAGE THROUGHOUT CONSTRUCTION.
  - INSTALL ALL UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  - REMOVE ALL EXISTING UTILITIES AND STRUCTURES TO BE REMOVED. DEMOLITION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.

**THE 13 ELEMENTS OF TESC BMP**

ELEMENT 1 - CONTROL LOW WATER FLOW. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 2 - CONTROL EROSION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 3 - CONTROL SEDIMENT. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 4 - CONTROL POLLUTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 5 - CONTROL OIL AND GREASE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 6 - CONTROL PESTICIDES AND HERBICIDES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 7 - CONTROL FERTILIZERS. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 8 - CONTROL AIR POLLUTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

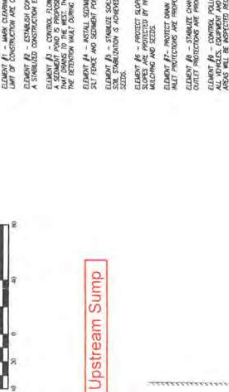
ELEMENT 9 - CONTROL NOISE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 10 - CONTROL LIGHT POLLUTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 11 - CONTROL WASTE. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 12 - CONTROL WATER. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.

ELEMENT 13 - CONTROL AIR QUALITY. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT THE CONSTRUCTION PERIOD.



**NOTE:**

- ALL NOTES TO BE RECOMMENDED FOR ALL APPLICABLE SITES.
- NO CONSTRUCTION SHALL BE ALLOWED WITHIN THE IMPACT OF TREES.
- ALL GRASS CLEARING SHALL BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO COMMENCEMENT OF THE SITE WORK.
- AND OTHER MATERIALS.

**IECO**  
HEIGHT ENGINEERING CO.

Exhibit 'D'  
UP 20591  
Utility Work Plan  
Page 1 of 3

NW 1/4, SEC. 36, T.30N., R.05E., W.M.  
KEMBERS COURT EAST

DATE: 10/20/2011  
DRAWN BY: JAMES BUCKLE  
CHECKED BY: JAMES BUCKLE  
SCALE: 1" = 40'

TESC PLAN  
C2.1

**Exhibit A**  
GMB 1117  
Page 2 of 2

**CITY OF MARYSVILLE**  
CONSTRUCTION AND PUBLIC DEVELOPMENT

THE CITY ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED CONSTRUCTION AND HAS DETERMINED THAT THE PLANS AND SPECIFICATIONS COMPLY WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND PRACTICES. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND SPECIFICATIONS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

DATE: 10/20/2011  
DRAWN BY: JAMES BUCKLE  
CHECKED BY: JAMES BUCKLE  
SCALE: 1" = 40'

TESC PLAN  
C2.1



Tim Bruggman  
VP of Development  
LGI Homes  
14205 SE 36<sup>th</sup> St., Suite 100  
Bellevue, WA 98006

Subject: **SR 9, MP 18.81**  
**Addendum #01 UP 20591**

Dear Mr. Bruggman:

Utility Permit No. 20591 was issued to LGI Homes on October 9, 2018. On March 8, 2019 you on behalf of LGI Homes for the Kember Court East development notified Joan Oestreich, WSDOT of a need for WSDOT to provide an easement to the City of Marysville over WSDOT State Route 9 limited access right of way so that the City of Marysville could maintain the stormwater discharge facilities outfalling to SR 9 at MP 18.81. Both LGI Homes and the City of Marysville were then subsequently notified that WSDOT does not grant easements in regards to permitted utilities within state rights of way.

On April 4, 2019 the City of Marysville provided letter to WSDOT requesting a General Maintenance Agreement between WSDOT and the City of Marysville to maintain stormwater infrastructure discharging to SR 9 from plats within the City of Marysville. GMB 1117 gives the city permission to address both routine and emergency maintenance related to the outfall at SR 9 MP 18.81 originating from the Kember Court East development. The City's letter requesting the maintenance agreement also let WSDOT know that the parcel number referenced in UP 20591 was incorrect. Addendum 01 is being issued to revise the parcel reference to which this permit is assigned, and to name the City of Marysville as the designated party responsible for maintenance of the facilities related to the stormwater discharge outfall to SR 9 at MP 18.81.

Please note Utility Permit 20591 Addendum #01 supersedes, Utility Permit 20591.

JA 0103 LGI Homes reimbursable account will be billed for costs related to the following: A portion of the charges related to completion of the City of Marysville General Maintenance Agreement with WSDOT, and all costs incurred by WSDOT for preparation, and execution of UP 20591 including the revised Limited Access break naming the City of Marysville as party designated as responsible for maintenance of the outfall at SR 9 MP 18.81. Once all costs related to these items have been billed, and WSDOT has received all moneys owed, JA 0103 will be closed.

**Addendum No. 01** (revised permit documents labeled Addendum 01)The Application, and Exhibit "A" Special Provisions, are amended as follows:

**“Application”**

*The Exhibit section of the application page has been revised to reflect “Exhibit “A” pages 1-4. Number of pages has changed as a result of revisions and additions to special provisions.*

**“Exhibit A” Special Provisions**

*Special Provision #35 was revised to reflect the correct parcel number, and address for Kember Court East.*

*Original Special Provision #16 was revised to include language that states that the City of Marysville has maintenance responsibilities for storm water facilities on the subject parcel through easement.*

*Original Special Provision #17 was revised to modify language to include “City of Marysville as designated party responsible for maintenance via GMB 1117”.*

*Original Special Provision # 20 was revised to require maintenance activities taking place from SR 9 to have an approved traffic control plan. Added language requiring traffic control submittal 14 working days prior to any maintenance activities.*

*New Special Provision # 21 was added naming the City of Marysville via General Maintenance Agreement GMB 1117 as party designated as responsible for all maintenance activities related to UP 20571.*

*New Special Provision #22 tying limited access rights to the City of Marysville and maintenance of stormwater discharge facilities.*

Please acknowledge receipt of UF 20591 Addendum #01 via return e-mail. Once WSDOT has confirmation that LGI Homes has received this addendum, the addendum is considered executed, and City of Marysville will then be responsible for all emergency and routine maintenance associated with this permit.

If you have any questions regarding this Addendum, please contact Joan Oestreich at (206) 440-4132.

Sincerely,

Maria Mayrhofer  
WSDOT, NW Region  
Utilities Manager

MM:jko  
Enclosures

cc: Area 3 Maintenance MS NB82-43

Mike Gallop MS NB82-240  
Karen Latimer City of Marysville  
Brooke Ensor City of Marysville  
File

**Exhibit B**  
GMB 1117  
Page 2 of 19

UP 20591  
ADDENDUM #01  
Letter  
Page 2 of 2 **164**

**Exhibit B** GMB 1117 Page 3 of 19

Permit/Franchise No. UP 20591 Addendum 01

**Applicant - Please print or type all information**

Application is Hereby Made For:

Permit

Amendment  Category 2 \$300.00

Permit / Renewal \$250.00

To Construct, Operate, and/or Maintain Stormwater Discharge onto a portion of

State Route 9 (at/from) MilePost 18.81 to Mile Post 18.81 in Snohomish County,

to begin in the NW Section 36 Township 30 North: Range 5 West/East W.M.

and end in the NW Section 36 Township 30 North: Range 5 West/East W.M.

Fees in the amount of \$ 300 are paid to cover the basic administrative expenses incident to the processing of this are paid to cover the basic administrative expenses incident to the processing of this application according to WAC 468-34 and RCW 47.44 and amendments thereto. The applicant promises to pay any additional costs incurred by the Washington State Department of Transportation (Department) on behalf of the applicant.

**Checks or Money Orders are to be made payable to "Washington State Department of Transportation."**

<p><u>LGI Homes, LLC</u> Applicant (Referred to as Utility)</p> <p><u>14205 SE 36th St., Suite 100</u> Address</p> <p><u>Bellevue</u> WA <u>98006</u> City State Zip Code</p> <p><u>425-308-3519</u> Telephone</p> <p><u>tim.bruggman@lgiHomes.com</u> Email</p> <p>Applicant Reference (WO) Number _____</p>	<p><u>Tim Bruggman</u> Applicant Authorized Signature</p> <p><u>Tim Bruggman</u> Print or Type Name</p> <p><u>Vice President of Development</u> Title</p> <p>Dated this <u>11th</u> day of <u>July</u>, <u>2018</u></p> <p><u>46-3088013300</u> Federal Tax ID Number or Social Security Number</p>
---	---

**Authorization to Occupy Only If Approved Below**

The Department hereby grants this Stormwater Discharge Permit (Permit), subject to the terms and conditions stated in the Stormwater Discharge General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof.

**For Department Use Only**

<p>Exhibits Attached</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Exhibit 'A' Stormwater Permit Special Provisions</td> <td style="width: 40%;">Pages <del>1-3 of 3</del> <sup>1-4 of 4</sup></td> </tr> <tr> <td>Exhibit 'B' Utility Facility Description</td> <td>Page 1 of 1</td> </tr> <tr> <td>Exhibit 'C' Right Of Way Plan</td> <td>Pages 1-2 of 2</td> </tr> <tr> <td>Exhibit 'D' Utility Work Plan</td> <td>Pages 1-3 of 3</td> </tr> <tr> <td>Exhibit 'E' Maintenance Notification</td> <td>Page 1 of 1</td> </tr> <tr> <td>Exhibit 'F' Pre-Construction Notification</td> <td>Page 1 of 1</td> </tr> </table>	Exhibit 'A' Stormwater Permit Special Provisions	Pages <del>1-3 of 3</del> <sup>1-4 of 4</sup>	Exhibit 'B' Utility Facility Description	Page 1 of 1	Exhibit 'C' Right Of Way Plan	Pages 1-2 of 2	Exhibit 'D' Utility Work Plan	Pages 1-3 of 3	Exhibit 'E' Maintenance Notification	Page 1 of 1	Exhibit 'F' Pre-Construction Notification	Page 1 of 1	<p><b>Department Approval</b></p> <p>By: <u>Maria Mayrhofer</u></p> <p>Title: <u>NWR Utilities Manager</u></p> <p>Date: <u>10/9/2018</u></p> <p>This Permit Expires ten years from the effective date, but may be renewed upon the Department's review and verification that the installation meets all applicable requirements at the time of renewal.</p>
Exhibit 'A' Stormwater Permit Special Provisions	Pages <del>1-3 of 3</del> <sup>1-4 of 4</sup>												
Exhibit 'B' Utility Facility Description	Page 1 of 1												
Exhibit 'C' Right Of Way Plan	Pages 1-2 of 2												
Exhibit 'D' Utility Work Plan	Pages 1-3 of 3												
Exhibit 'E' Maintenance Notification	Page 1 of 1												
Exhibit 'F' Pre-Construction Notification	Page 1 of 1												

Associated Reimbursable account = JZ 0103

## Stormwater Discharge General Provisions

This Permit is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto.

### Provisions for the CONSTRUCTION of stormwater discharge facilities (facilities):

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any construction authorized by this Permit.
2. The Utility agrees to pay the reasonable costs of the Department for investigating, handling, and granting the Permit, including but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay the Department's expended direct and indirect costs associated with applicable provisions of the Permit.
  - (a) The Department will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit.
  - (b) The Department will invoice the Utility and the Utility agrees to pay the Department within thirty (30) calendar days of the invoice date.
3. Upon approval of this Permit, the Utility shall diligently proceed with the Work and comply with all Stormwater Discharge General and Special provisions herein. Construction of facilities proposed under this Permit shall begin within one (1) year and must be completed within three (3) years from date of Department approval. "Work" under this Permit shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. Should the Utility breach any of the conditions and requirements of this Permit, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit, the Department may cancel or revoke the Permit upon thirty (30) calendar days written notice to the Utility.
5. The Utility shall notify the Department representative in special provision 1 of the name, address, and telephone number of its contractor when the Work is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present or available at all times unless otherwise agreed to by the Department representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by the Department.)
6. The Utility agrees to schedule and perform its Work in such a manner as not to delay the Department's Maintenance activities or the Department's contractor's work when the Department has a contractor performing work in the vicinity of the Utility's Work.
7. All contact between the Department and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
8. The Utility shall contact the identified Department representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, the Department, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify the Department of the discovery. The Department will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all Department costs to perform monument or right of way marker work, as provided in this provision, in accordance with Stormwater Discharge General Provision 2.



9. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to the Department's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.
10. The Utility agrees that all Work shall be done to the satisfaction of the Department. All material and workmanship shall conform to the Department's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to Department inspection. All Department acceptance and inspections are solely for the benefit of the Department and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all Department inspection costs in accordance with Stormwater Discharge General Provision 2.
11. The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
  - (a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate;
  - (b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; and
  - (c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit.

12. If the Utility is a city or county, it shall provide verification of insurance coverage at a minimum in the amounts and types identified in Section 11 to the Department by submitting proof of its coverage through a Risk Pool or verification that the city or county is selfinsured, to comply with the Section 11 insurance terms and conditions of this Permit. If allowable under its coverage, the city or county shall name the Washington State Department of Transportation as an additional insured for the coverage required by this section.
13. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If the Department requires, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by the Department's representative. Approvals may cause revision of Special Provisions of this Permit, including hours of operation.
14. This Permit may not be amended or modified without the Department's prior review and written approval. Upon completion of the Work, the Utility shall notify the Department's representative within ten (10) calendar days for the Department's final inspection, and the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit construction plans have been revised during the course of construction.
15. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving the Department's written authorization.
16. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit in a condition satisfactory to the Department.

17. The Utility agrees that it is financially responsible to the Department for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as solely determined by the Department, as well as financially responsible to the Department for trenching work not completed and for compensating the Department for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.
18. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to the Department's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise agreed to by the Department, will be done by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
19. The Utility shall comply with the Department's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions the Department requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, the Department reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
20. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations. Utility also agrees to pay any costs incurred by the Department, including attorneys fees, pursuant to the provisions of this section in accordance with Stormwater Discharge General Provision 2.
21. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon the Department's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements. Utility also agrees to pay any costs incurred by the Department, including attorneys fees, pursuant to the provisions of this section in accordance with Stormwater Discharge General Provision 2.

22. This Permit does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify the Department representative listed in special provision 1 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without the Department's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.

**Provisions for Stormwater Discharge OCCUPANCY of state-owned right of way:**

23. If the Department, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by the Department, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by the Department. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as the Department directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with the Department's continued operation and/or maintenance of the highway.
24. Should the Utility fail or refuse to comply with the Department's direction, pursuant to Stormwater Discharge General Provision 23, to modify, remove, or relocate any Utility facility, the Department may undertake and perform any modification, removal, or relocation of the Utility facility that the Department, in its sole discretion, deems necessary. The Utility agrees to pay the Department's expended costs and expenses for performing the work, in accordance with Stormwater Discharge General Provision 2.
25. If the Department determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way or (b) secure the safety of the traveling public due to a failure of the Utility's facility, the Department may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2. The Department will notify the Utility of the emergency work performed as soon as practicable.
26. The Department may amend, revoke, or cancel this Permit at any time by giving written notice to the Utility. If the Permit is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to the Department, in writing, as to when the facility modifications can be made. If the Permit is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit revocation or cancellation may be removed by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
27. The Utility shall not assign or transfer this Permit without the Department's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit. If the Department does not approve the assignment or transfer, this Permit shall automatically terminate, and the Utility shall be subject to the terms of RCW 47.44.060.



28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages both to persons and/or property, expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit , or (2) are caused by the breach of any of the terms or conditions of this Permit by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages both to persons and/or property is caused by the sole acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its successors or assigns, agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its successors or assigns, agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The Insurance requirements in Stormwater Discharge General Provisions 11 and 12 shall also apply to the Utility's occupancy of the state-owned highway right of way.
31. The indemnification and waiver provided for in Stormwater Discharge General Provisions 28 and 29 shall survive the termination of this Permit.
32. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
33. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private utilities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.

**Exhibit B GMB 1117 Page 8 of 19**



# Stormwater Permit Special Provisions

Permit No. UP 20591

Applicable provisions are denoted by ( X )

- 1. No Work (for the intent of this Permit, operation or maintenance) provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (Department) Representative(s):

Name: Michael Gallop  
 Title: Developer & Utility Inspector  
 Street: 15700 Dayton Ave, N.  
 City: Seattle  
 State: WA Zip: 98133  
 Phone: 206-440-4913 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_

- 2. The Department assumes no responsibility or liability in any manner for any effect its highway drainage system may have on the Utility's system.
- 3. The utility agrees to assume all liability and responsibility, including fines and taxes, for the water quality related to its runoff collection system and for any damages caused by increased flows (that portion of the total rate of flow that is in excess of the natural rate of surface runoff in the undeveloped state) and pollutants discharged. Further, the Utility agrees to accept the liability for the augmented flows added to the Department's system (such as downstream flooding, manhole overflows or any other instance resulting from those added flows)
- 4. The utility agrees to assume all liability and responsibility associated with the design, construction, maintenance, and operation of its Stormwater management and drainage system(s).
- 5. Construction of all Stormwater management facilities shall be part of the initial construction of the system under this Permit.
- 6. For major repair or replacement work, as defined in Special Provisions 11, the Utility shall provide Traffic Control Plans, for approval, and ~~provide~~ the complete attached "Notification of Maintenance" to the identified Department Representative(s) at least fourteen (14) working days (Monday through Friday excluding any holidays), in advance of commencing Work on state-owned highway right of way. [E-mail Notification to oestejk@wsdot.wa.gov](mailto:oestejk@wsdot.wa.gov)
- 7. Upon receipt of the Maintenance Notification, the Department will advise the Utility if there are any restricted Work timeframes within the state-owned highway right of way. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by the Department. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if, required by the Department.

- 8. For major Repair. Anytime Work is underway within the right of way, during the non-working hours, equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 55 mph	20
60 mph or greater	30

**Minimum Work Zone Clear Zone Distance**

- 9. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from the Department’s representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised of their precise locations.
- 10. “Routine Maintenance” of the Drainage System shall include cleaning and repair and/or replacement of any minor failures to structure and /or components and repair of any damage to the state-owned right of way caused by the maintenance and operation of the Drainage System. Routine Maintenance will not require notification to the STATE.
- 11. For major repair and/or replacement work, not defined within Routine Maintenance, the Utility shall provide the Department notification of the need for such repairs and/or replacement work. The Utility is responsible to determine the method of repair to the Drainage System and shall restore Department’s right of way to current Department maintenance standards, at the sole cost and expense to the Utility. The Department reserves the right to review damages occurring to the state-owned right of way, as a result of failure of the Drainage System, and oversee the restoration.  
  
Traffic Control Plans shall be submitted with the notification, and approved, prior to any major repair and or replacement work is done.
- 12. The Department shall not be responsible for damages to the Drainage System caused by Utility employees or the Utility’s contractors working within state-owned right of way. Should the Utility or its contractors damage the Drainage System, it agrees to notify the Department as soon as practical. The Utility and Department will work together in good faith to agree upon the required repairs. The Utility agrees to make such repairs at its sole cost and expense.
- 13. Maintenance access of this facility will be from SR \_\_\_\_\_, only.

14. This permit supersedes in full Utility Permit 20327.
15. This permit is assigned to the identified parcel(s) served by the storm water facility, and shall remain appurtenant to the identified parcel(s). Should the identified parcel(s) be inherited, sold, assigned, or transferred in any way, this permit shall run with the land to the extent that the identified parcel(s) remain in compliance with the terms of this permit, unless the permit is revoked, modified, or closed by the Department as provided by law or the current Permit Holder requests the cancellation of the permit.  
**Identified parcel is 00590700005400, 5505 87<sup>th</sup> Ave NE, Maryville, WA 98270 also known as Kember Court East.**
16. The sump on the upstream end of the discharge pipe, located on the parcel associated with this stormwater discharge permit shall be visually inspected, and cleaned out annually. Should the sump on the upstream end of the discharge pipe fail, the permit holder, shall be responsible for the all damages, clean-up, and restoration to state right of way resulting from sump failure. **The permit holder has assigned easement for maintenance responsibilities for storm water facilities within the identified parcel to the City of Marysville.**
17. The outlet end of the discharge pipe, and splash pad shall be visually inspected, at a minimum annually or as needed to ensure its intended function. Should the outlet end of the pipe produce a build-up of material at the end of the pipe or fill the ditch, the **City of Marysville as the designated party responsible for maintenance via Maintenance Agreement GMB 1117** shall be responsible to remove all excess material from state right of way, and restore the Utility's and the Department's stormwater system to its original condition. Should the splash pad become clogged with debris resulting in the ditch filling, the permit holder, **the City of Marysville as designated party responsible for maintenance** shall be responsible for removing the accumulated debris from state right of way.
18. Installation of the Stormwater Discharge Pipe and Splash Pad shall conform with the WSDOT 2018 Standard Specifications. Specifically the following sections:
- For Discharge Pipe installation see Chapter 7 Section 7-08 (3) General Pipe Installations.
  - Discharge Pipe shall meet the requirements of Chapter 9 Section 9-05 Drainage Structures and Culverts.
  - Backfill over Discharge Pipe shall be in accordance with Chapter 7 Section 7-08.3(3) and Chapter 2 Section 2-03(140)C.
  - The rock placed for the splash pad shall meet the requirements of Chapter 9 Section 9-13.4 Rock for Erosion and Scour protection
19. Restoration to be completed by LGI Homes after installation of discharge pipe shall consist of matching existing adjacent roadside treatment (seeding bark etc.). Full

roadside restoration including bushes/trees in the vicinity of MP 18.81 shall be completed per UTB 1540 Vegetation Mitigation Agreement.

- ☒ 20. No access for construction, or maintenance of discharge pipe, and splash pad shall take place from the lanes or shoulders of SR 9 without an approved traffic control plan. Please provide a traffic control plan for review 14 working days prior to any maintenance activity.
- ☒ 21. The City of Marysville via General Maintenance Agreement GMB 1117, has agreed to take on maintenance responsibilities associated with the Kember Court East parcel number 00590700005400 SR 9 stormwater discharge outfall at MP 18.81 and is the party designated as responsible for all maintenance activities related to this permit.
- ☒ 22. The designated limited access break at SR 9 MP 18.81 is related to maintenance of the stormwater discharge facilities at SR 9 MP 18.81. The City of Marysville, as the party designated as responsible for maintenance shall have sole use of the limited access break for the purposes of maintenance of the stormwater discharge facilities located at SR 9 MP 18.81. No other entities related to parcel 00590700005400 such as a Homeowners Association shall have access rights to or from SR 9.

**Exhibit B** GMB 1117 Page 12 of 19



Applicant Field Contact Person <b>Brian Kalab</b>		Field Contact Phone Number <b>(425) 303-9363</b>		Applicant Reference (WO) Number <b>UP 20591</b>	
State Route <b>9</b>	Highway Scenic Class <b>B</b>	Access Control <b>Full</b>	Begin MP <b>18.81</b>	End MP <b>18.81</b>	Reference MP <b>19</b>
Distance and Direction (From nearest reference MP) <b>0.19 miles from MP 19</b>					
Facility Description <b>Stormwater Outfall from parcel 0059070003100</b>					

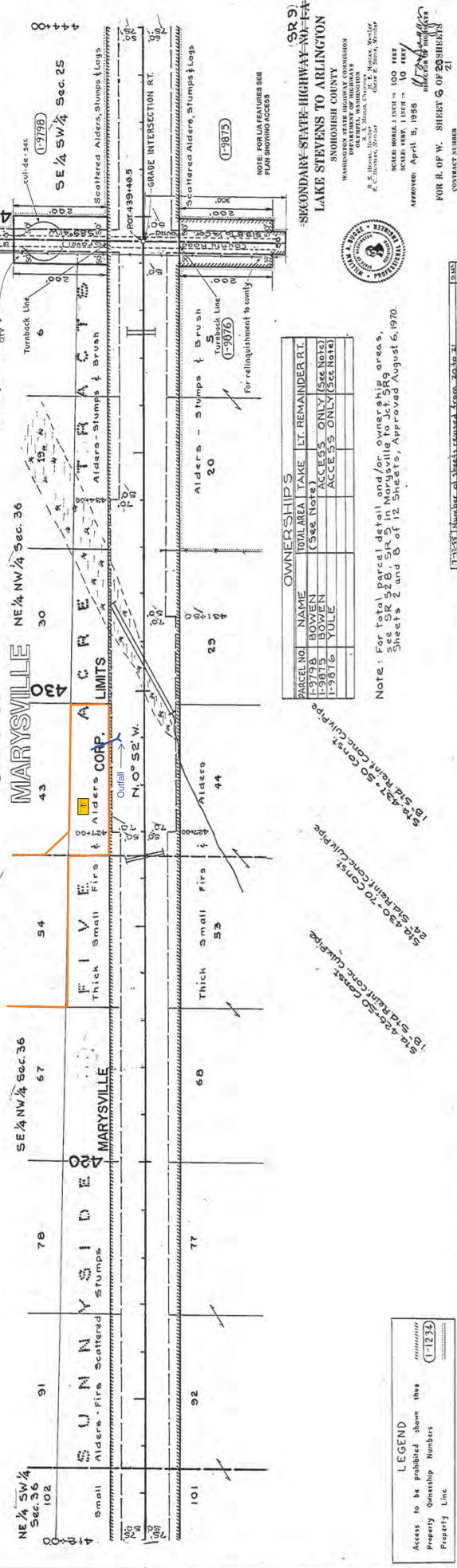
**Facility Detail**

MP to MP	Lt/ Rt/ Xing	Offset Distance			Depth/ Height	Description	R/W Width		Remarks
		From Centerline	From Traveled Way				Left	Right	
18.81	18.81				Approx 75' of 12" discharge pipe				Including Pertinent Topography Info. (Turnouts, Road Approaches, Intersections, Cut, Fill, Culvert, Guardrail, etc.) Xing Technique, Control Zone Obj., Enter-Leave RW
					12' x 6' x 2' Rock <del>(Quarry Spall)</del> Splash Pad				
					<del>Rock to meet requirements of WSDOT Standard Specifications</del>				
					Section 9-13.4 Rock for Erosion and Scour Protection see Special Provision #18				
									<b>Exhibit 'B'</b> <b>UP 20591</b> Utility Facility Description Page 1 of 1



**T. 30 N. R. 5E. W. M.**

**CITY OF MARYSVILLE**



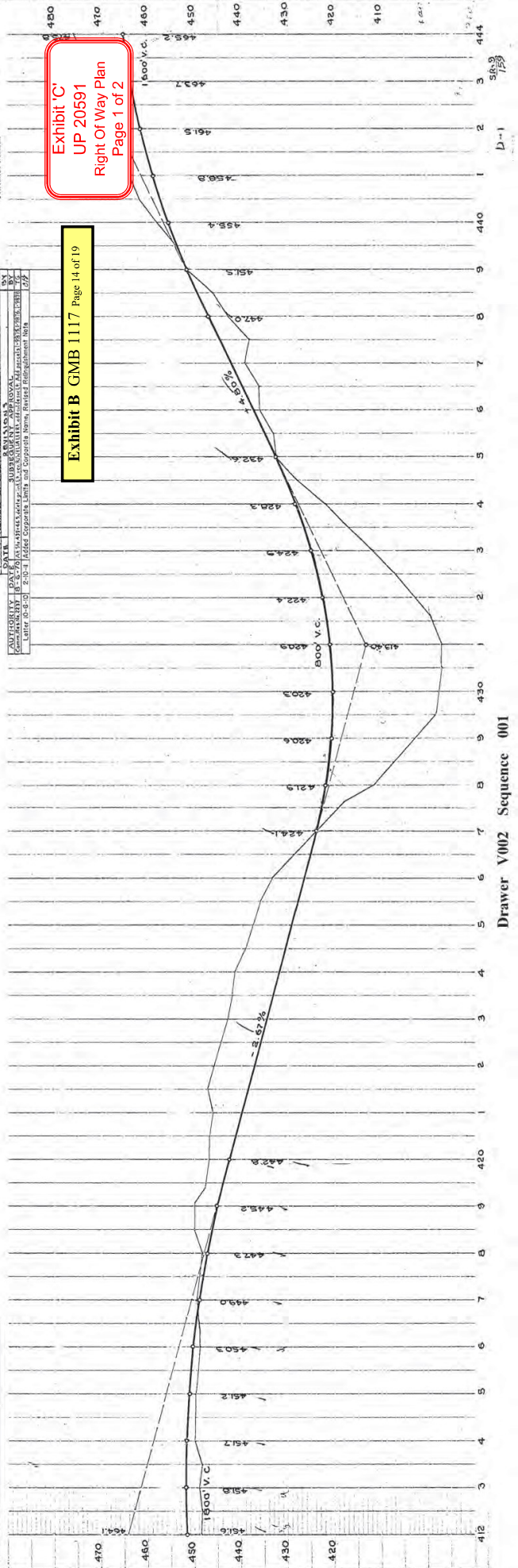
**OWNERSHIP'S**

PARCEL NO.	NAME	TOTAL AREA TAKE	LT. REMAINDER RT.
1-9798	BOWEN	5.98	0.00
1-9816	YULE	5.98	0.00

**ACCESS ONLY (SEE NOTE)**  
**ACCESS ONLY (SEE NOTE)**

Note: For total parcel detail and/or ownership area, see SR 2B, Sheets 2 and 6 of 12 Sheets, Approved August 6, 1970.

**LEGEND**  
Access to be prohibited shown thus  $\text{---}$   
Property Ownership Numbers (1-121E)  
Property Line  $\text{---}$



**Exhibit 'C'**  
UP 20591  
Right Of Way Plan  
Page 1 of 2

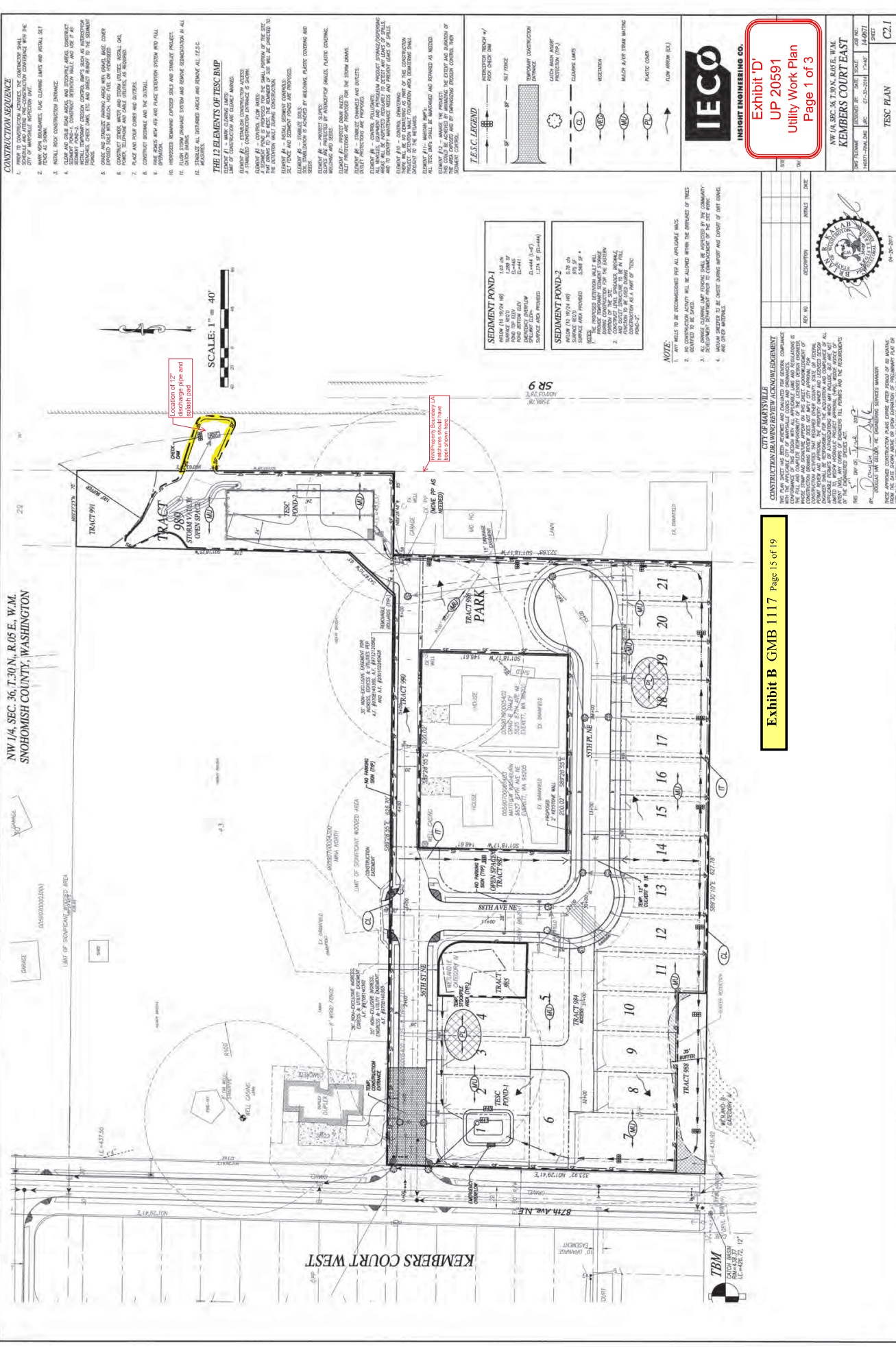
**Exhibit B GMB 1117** Page 14 of 19

**(SR 9) SECONDARY STATE-HIGHWAY-NOT-FEA LAKE STEVENS TO ARLINGTON SINGHUIS COUNTY WASHINGTON STATE HIGHWAY COMMISSION**  
R. E. Howell, Engineer, J. L. Nelson, Member, Z. C. Howell, Member, O. R. Stone, Member  
APPROVED: April 3, 1955  
FOR R. OF W. SHEET 6 OF 20 SHEETS

DATE: 1955  
BY: J. L. NELSON  
CHECKED: J. L. NELSON  
APPROVED: J. L. NELSON

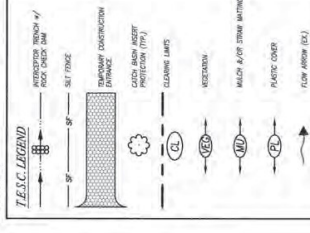


NW 1/4, SEC. 36, T.30 N., R.05 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON



- CONSTRUCTION SEQUENCE**
1. PRIOR TO CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE CITY AND ALL APPLICABLE AGENCIES AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS.
  2. MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND MAINTAIN ALL EXISTING UTILITIES AND SERVICES.
  3. INSTALL ROCK CONCRETION DRAINAGE.
  4. CONSTRUCT TESC POND-1 AND TESC POND-2 AND ALL ASSOCIATED CONSTRUCTION AND UTILITIES.
  5. CONSTRUCT STORM DRAINAGE SYSTEM AND STORM DRAINAGE PIPES.
  6. CONSTRUCT AND INSTALL ALL UTILITY LINES AND SERVICES.
  7. PLACE AND POUR CONCRETE AND CURB.
  8. COMPLETE FINISHES AND THE DETAILS.
  9. INSTALL AND TEST ALL PLUMBING AND ELECTRICAL SYSTEMS AND EQUIPMENT.
  10. APPROVED FINISHES SHOULD BE INSTALLED AND MAINTAINED.
  11. FLOOD STORM DRAINAGE SYSTEMS AND STORM DRAINAGE PIPES SHALL BE PROTECTED IN ALL WEATHER CONDITIONS.
  12. MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND MAINTAIN ALL EXISTING UTILITIES AND SERVICES.

- THE 12 ELEMENTS OF TESC BMP**
1. TESC POND-1 - MAIN CLEARING LANE.
  2. TESC POND-2 - MAIN CLEARING LANE.
  3. TESC POND-3 - MAIN CLEARING LANE.
  4. TESC POND-4 - MAIN CLEARING LANE.
  5. TESC POND-5 - MAIN CLEARING LANE.
  6. TESC POND-6 - MAIN CLEARING LANE.
  7. TESC POND-7 - MAIN CLEARING LANE.
  8. TESC POND-8 - MAIN CLEARING LANE.
  9. TESC POND-9 - MAIN CLEARING LANE.
  10. TESC POND-10 - MAIN CLEARING LANE.
  11. TESC POND-11 - MAIN CLEARING LANE.
  12. TESC POND-12 - MAIN CLEARING LANE.



**IECO**  
INSIGHT ENGINEERING CO.

**Exhibit 'D'**  
UP 20591  
Utility Work Plan  
Page 1 of 3

WETLANDS BY TBM & B.M. W.M.  
KEMBERS COURT EAST

DATE: 08/11/2011  
DRAWN BY: J. L. LEE  
CHECKED BY: J. L. LEE  
SCALE: 1" = 40'

PROJECT NO: 1117  
SHEET: C2.1

ITEM	DESCRIPTION	DATE
1	SEDIMENT POND-1	10/15/11
2	SEDIMENT POND-2	10/15/11

**NOTES:**

1. ANY WELLS TO BE RECOMMENDED FOR ALL APPLICABLE WELLS.
2. NO CONSTRUCTION ACTIVITY SHALL BE ALLOWED WITHIN THE OUTLINE OF THE TESC POND-1 AND TESC POND-2.
3. DEVELOPMENT SHALL BE PROTECTED FROM THE CONSTRUCTION OF THE SITE WORK.
4. MAXIMUM WELLS TO BE INSTALLED SHALL BE DETERMINED BY THE CITY ENGINEER AND COUNTY OF BENT COUNTY.

**CITY OF MARYSVILLE**  
CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT

THIS PLAN SHEET HAS BEEN REVIEWED AND APPROVED FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE DEVELOPMENT CODE AND REGULATIONS OF THE CITY OF MARYSVILLE. THIS REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF MARYSVILLE DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSS, ARISING FROM THE USE OF THIS DRAWING. THE CITY OF MARYSVILLE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSS, ARISING FROM THE USE OF THIS DRAWING.

DATE: 08/11/2011  
BY: J. L. LEE  
FOR: J. L. LEE

**Exhibit B GMB 1117** Page 15 of 19

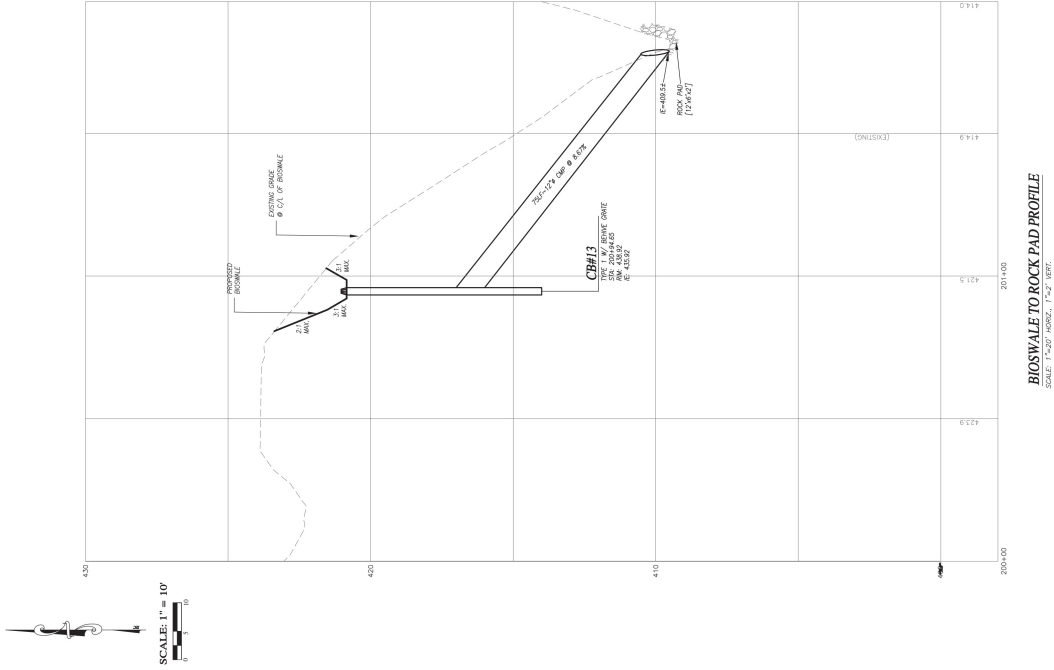
**TBM**  
TERRY B. MORTON  
1100 1/2 ST. N.E.  
W.E. 426.72, 12"

DATE: 08/11/2011  
DRAWN BY: J. L. LEE  
CHECKED BY: J. L. LEE  
SCALE: 1" = 40'

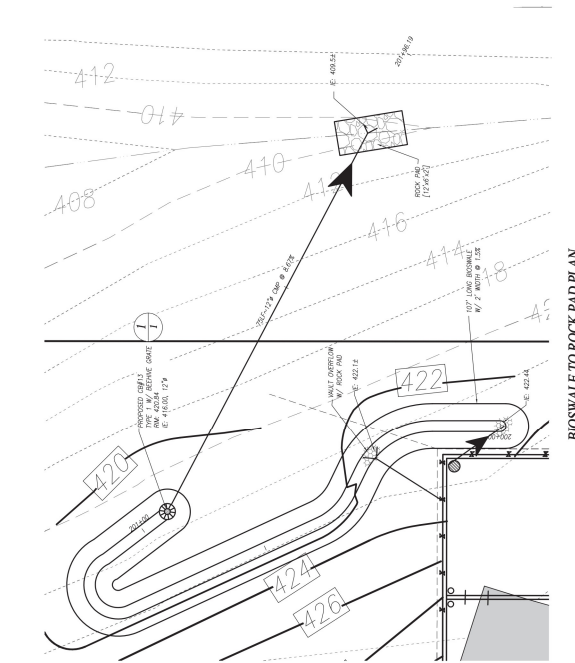
PROJECT NO: 1117  
SHEET: C2.1

NW 1/4, SEC. 36, T.30N., R.05E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

**Exhibit B GMB 1117** Page 16 of 19

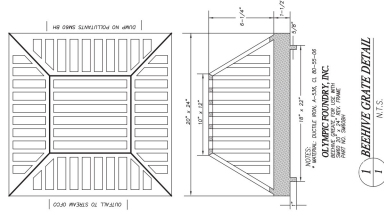


SCALE: 1" = 10'  
N



Discharge Pipe and Rock Pad shall meet the requirements of Special Provision #18 to this permit

~~NOTE:  
SP 209 SHALL BE DISCHARGED INTO A DRAINAGE DITCH OR TO A STORM SEWER AS FOLLOWS:  
1. TO A DRAINAGE DITCH OR TO A STORM SEWER AS FOLLOWS:  
2. TO A STORM SEWER AS FOLLOWS:  
3. TO A STORM SEWER AS FOLLOWS:  
4. TO A STORM SEWER AS FOLLOWS:~~



**IECO**  
INSIGHT ENGINEERING CO.  
P.O. BOX 1452

**Exhibit 'D'**  
**UP 20591**  
**Utility Work Plan**  
Page 2 of 3

NW 1/4 SEC. 36, T.30N., R.05E., W.M.  
**KEMBERS COURT EAST**

DATE: 05-10-2016  
PROJECT: 14-05971  
SHEET: 16 OF 19

BIOSWALE EXHIBIT  
05-10-2016  
16 OF 19

05-10-2016  
WSDD PLAN



Know what's below.  
Call before you dig.

**UTILITY CONFLICT NOTE:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH AND TYPE OF ALL UTILITIES AND STRUCTURES BEFORE ANY EXCAVATION OR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITIES AND STRUCTURE OWNERS OF ANY EXCAVATION OR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITIES AND STRUCTURE OWNERS OF ANY EXCAVATION OR CONSTRUCTION.

Kembers East Outfall riprap sizing  
Worksheet for Circular Channel

Project Description	
Project File	c:\program files\haestad\fmw\project1.fm2
Worksheet	pipe capacity
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Channel Depth

Input Data	
Mannings Coefficient	0.024 — <i>CMP</i>
Channel Slope	8.6700 %
Diameter	12.00 in
Discharge	3.62 cfs ( <i>100YR DEVELOPED FLOW</i> )

Results		
Depth	0.58	ft
Flow Area	0.47	ft <sup>2</sup>
Wetted Perimeter	1.73	ft
Top Width	0.99	ft
Critical Depth	0.81	ft
Percent Full	57.98	
Critical Slope	0.035816	ft/ft
Velocity	<u>7.67</u>	ft/s
Velocity Head	0.91	ft
Specific Energy	1.49	ft
Froude Number	1.95	
Maximum Discharge	6.11	cfs
Full Flow Capacity	5.68	cfs
Full Flow Slope	0.035190	ft/ft
Flow is supercritical.		

RIPRAP SIZE = 12' x 6' x 2'

**Exhibit B** GMB 1117 Page 17 of 19

**Exhibit 'D'**  
**UP 20591**  
 Utility Work Plan  
 Page 3 of 3

# Maintenance Notification

UP 20591

MAINTENANCE WORK ONLY

Update and re-use this form as needed for in-kind repair or replacement of EXISTING primary and secondary facilities associated with the referenced utility permit or franchise number ONLY. Maintenance activities are subject to the general and special provisions of the referenced utility permit or franchise, a WSDOT-approved, site-specific Traffic Control Plan, and submittal of this Notification Form.

This form does NOT apply if there will be an upgrade, change in capacity, location/route, appurtenances, or subcontracted/ outsourced work. Please call the NW Region Utilities Office if you have questions.

No work shall take place until the Utility has received written or verbal authorization from WSDOT to proceed.

Accommodation No.: UP 20591	State Route No: SR 9
Expiration Date: -----	From Mile Post: 18.81
WO/Charge Code: W.O. ##### / JA 0103 Grp 02	To Mile Post: 18.81

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide the project information below to the following WSDOT representative ten (10) working days prior to the beginning of construction. Use Alternate Contact or surface mail if phone or e-mail are no longer in effect.

<b>WSDOT NW REGION UTILITIES</b> 15700 DAYTON AVE. N., NB82-113 P.O. BOX 330310 SEATTLE, WA 98133-9710	<b>Contact:</b> Joan Oestreich <b>Phone:</b> 206-440-4132 <b>E-Mail:</b> <a href="mailto:OESTEJK@wsdot.wa.gov">OESTEJK@wsdot.wa.gov</a> <b>Alt. Contact:</b> NWR Utilities Office <b>Alt. Phone:</b> 206.440.4120
---	---

## Provide Description of Work Activity

Anticipated Start Date: \_\_\_\_\_ Estimated Duration: \_\_\_\_\_

## Provide Utility Contacts

**Permit/Franchise Holder**

COMPANY _____	CONTACT NAME: _____
STREET ADDRESS _____	TITLE: _____
CITY, STATE ZIP _____	PHONE: _____
OFFICE PHONE _____	E-MAIL: _____

**Contractor**

COMPANY _____	CONTACT NAME: _____
STREET ADDRESS _____	TITLE: _____
CITY, STATE ZIP _____	PHONE: _____
OFFICE PHONE _____	E-MAIL: _____

## WSDOT Authorization

NWR UTILITIES OFFICE _____	SIGNATURE: _____
TITLE _____	DATE: _____

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START WORK ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

**Exhibit B GMB 1117** Page 18 of 19

Exhibit 'E'

UP 20591

Maintenance Notification

Page 1 of 1



# Pre-Construction Notification

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide requested information to below-designated WSDOT construction contacts prior to the beginning of construction. Use Alternate Contact or surface mail if phone or e-mail are no longer in effect. This form is NOT for maintenance work.

No work shall take place until the Utility has participated in the Pre-Construction conference.

Accommodation No.:	UP 20591	State Route No:	SR 9
Expiration Date:	-----	From Mile Post:	18.81
WO/Charge Code:	W.O. ##### / JA 0103 Grp 02	To Mile Post:	18.81

## WSDOT Construction Contacts

### WSDOT Inspector (notify at least five (5) days prior to starting work)

NW Local Agency & Development Services Office  
 15700 Dayton Ave. N.  
 PO BOX 330310, MS 82-240  
 Seattle, WA 98133-9710

NAME: Michael Gallop  
 TITLE: WSDOT Inspector  
 PHONE: 206-440-4913/206-940-2736  
 E-MAIL: GALLOPM@wsdot.wa.gov

### WSDOT Traffic Control (notify at least ten (10) days prior to starting work)

Construction Traffic Coordination Office  
 15700 Dayton Ave. N.  
 P.O. BOX 330310, NB82-125  
 Seattle, WA 98133-9710

NAME: N/A  
 TITLE: WSDOT NWR CTCO Engineer  
 PHONE: N/A  
 E-MAIL: N/A

## Construction Contacts and Schedule

<b>Anticipated Start Date:</b>	<b>Estimated Duration:</b>
--------------------------------	----------------------------

### Permit/Franchise Holder

COMPANY	NAME:
STREET ADDRESS	TITLE:
CITY, STATE ZIP	PHONE:
OFFICE PHONE	E-MAIL:

### Contractor

COMPANY	NAME:
STREET ADDRESS	TITLE:
CITY, STATE ZIP	PHONE:
OFFICE PHONE	E-MAIL:

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START CONSTRUCTION ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

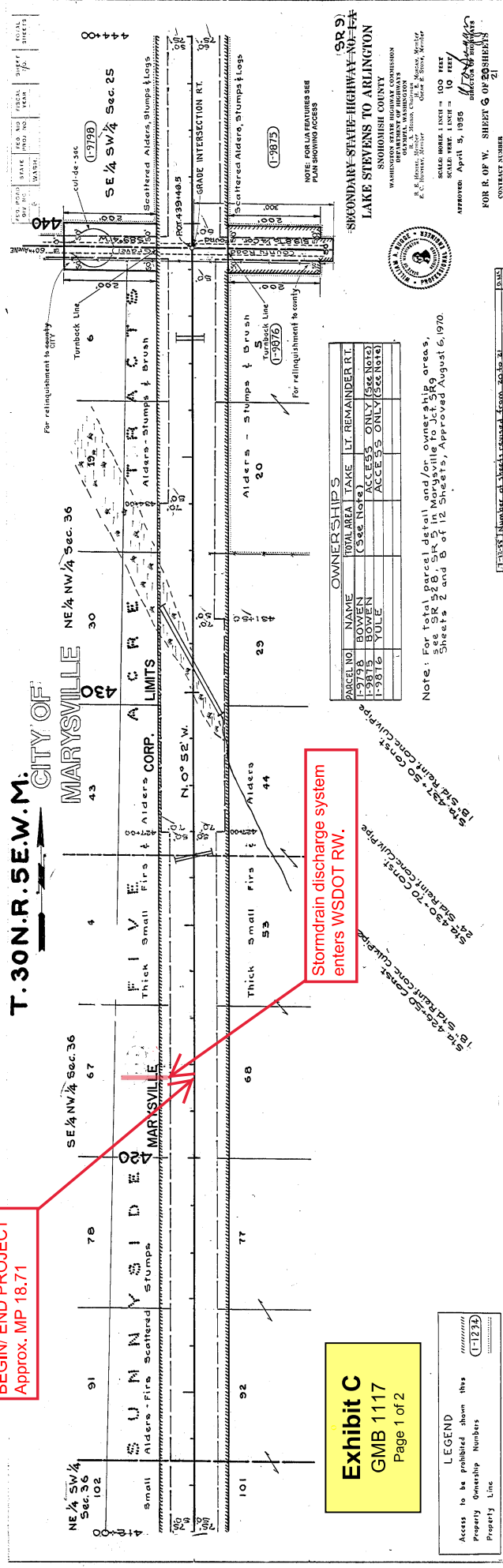
**Exhibit B**  
**GMB 1117**  
 Page 19 of 19

**Exhibit 'F'**  
**UP 20591**  
 Pre-Construction Notification  
 Page 1 of 1

UP 20591

NEW INSTALLATION ONLY

**BEGIN/ END PROJECT**  
Approx. MP 18.71



**OWNERSHIPS**

PARCEL NO.	NAME	TOTAL AREA	TAKE	LT. REMAINDER RT.
1-9798	BOWEN	(See Notes)		ACCESS ONLY (See Note)
1-9816	YULE			ACCESS ONLY (See Note)

Note: For total parcel detail and/or ownership areas, see Book 28 of 12 Sheets, Approved August 6, 1970.

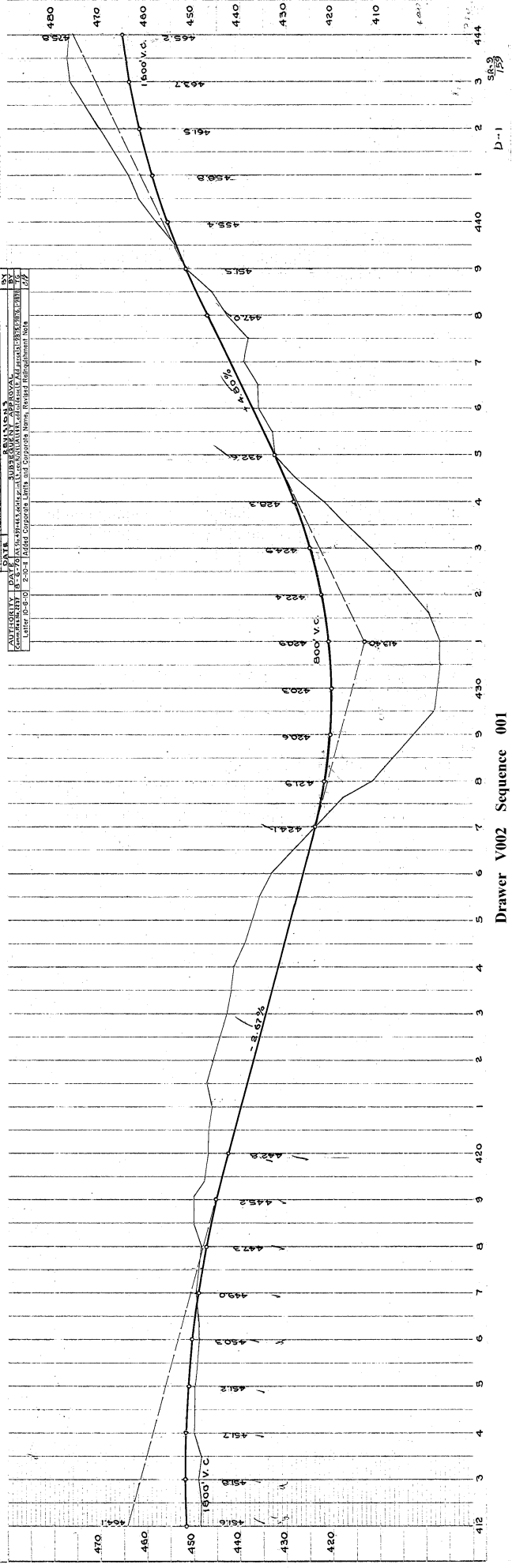
**LEGEND**

Access to be prohibited shown this way

Property Ownership Numbers


Property Line

**Exhibit C**  
GMB 1117  
Page 1 of 2




Drawer V002 Sequence 001

SE 1/4, NW 1/4 OF SEC 36, TWP 30 N, RGE 5 E, W.M.

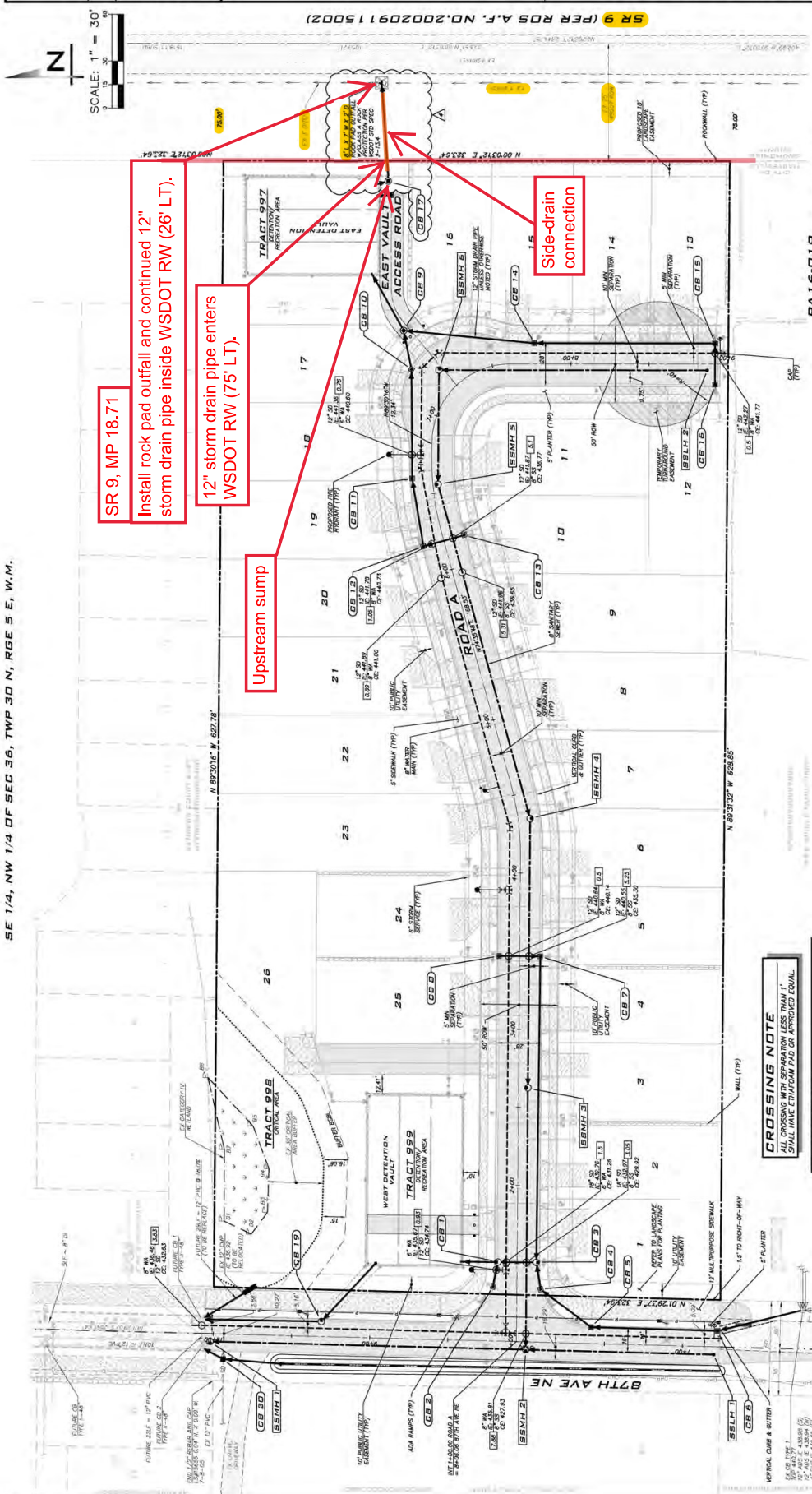


**BLUELINE**  
ENGINEERING & ARCHITECTURE  
1000 W. WASHINGTON  
MARIETTA, GA 30067  
770.426.1111

**COMPOSITE UTILITY PLAN**  
**HUNTERS LANDING**  
**SITE DEVELOPMENT PLANS**  
PARCEL # 0059070006701  
CITY OF MARYSVILLE



DATE: 5/9/19  
SHEET NO: 17-114  
PROJECT NO: CU-01  
SHEET 8 OF 29



**SR 9, MP 18.71**  
Install rock pad outfall and continued 12" storm drain pipe inside WSDOT RW (26' LT).

12" storm drain pipe enters WSDOT RW (75' LT).

Upstream sump

Side-drain connection

**PA16-019**  
**CITY OF MARYSVILLE**  
**CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**  
THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE DESIGN STANDARDS AND SPECIFICATIONS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW DOES NOT IMPLY ANY ENDORSEMENT OF THE PROJECT OR ANY OF THE PRODUCTS OR SERVICES SHOWN THEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**UNDERGROUND UTILITY NOTE**  
UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE AS TO THE DEPTH, LOCATION, OR MATERIAL OF ANY EXISTING UTILITIES. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSINGS, INTERFERENCES, OR CONNECTIONS OCCUR. THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION, SIZE AND MATERIAL OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 811 (WWW.ONECALL.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING UTILITIES BEFORE CONSTRUCTION.

**Exhibit C**  
**GMB 1117**  
Page 2 of 2

Exhibit 'C'  
S1-19-12  
Plans Sheets/Maps  
Page 3 of 8

**CROSSING NOTE**  
SMALL DRAINAGE STRUCTURE SHALL BE CONSTRUCTED AT THE CROSSING POINT.  
**PARK NOTE**  
REFER TO LANDSCAPE PLANS UNDER SEPARATE COVER FOR LANDSCAPING AND AMENITY DESIGN FOR TRACTS 997, & 999.



June 13, 2019

Cindy Jackson  
Pacific Ridge-DRH, LLC  
17921 Bothell Everett Hwy, Suite 100  
Bothell, WA 98012

Subject: SR 9 MP 18.71 to MP 18.71  
Installation of Storm Drain System  
Utility Permit S1-19-12

Dear Cindy Jackson,

Enclosed is your approved Utility Permit for installing 63 LF of 12" storm drain pipe and rock pad outfall. Construction of your utility must begin within one calendar year and be completed within three years of the date of approval shown on the application. Please note that the Traffic Control Plan for work within WSDOT right-of-way, Exhibit 'D', was approved as noted on May 30, 2019 and is valid for four months from that date. The Traffic Control Plan requires 5-day notice be provided to Ken Seguin at WSDOT's Construction Traffic Coordination Office:

Ken Seguin  
Construction Traffic Coordination Office  
15700 Dayton Ave. N., NB82-120  
P.O. Box 330310  
Seattle, WA 98133-9710  
206-440-4470  
[BIGJ@wsdot.wa.gov](mailto:BIGJ@wsdot.wa.gov)

Prior to any construction equipment or personnel entering WSDOT right-of-way, a pre-construction conference is required with WSDOT's inspector, Michael Gallop. The utility shall notify Michael Gallop a minimum of 5 working days in advance:

Michael Gallop  
NW Local Agency & Development Services Office  
15700 Dayton Ave. N., MS 82-240  
Seattle, WA 98133-9710  
206-440-4913/206-940-2736  
[GALLOPM@wsdot.wa.gov](mailto:GALLOPM@wsdot.wa.gov)

Contact WSDOT NW Region Radio at (206) 440-4490 five minutes prior to start of all traffic closures and again upon reopening to traffic. A copy of the approved Utility Permit must be on-site.

Pacific Ridge-DRH, LLC  
S1-19-12

6/13/2019

Please note, WSDOT invoice account number **MT0595 GRP 01 WO0101 CS1700Y** will continue to be charged for personnel time for inspection activities and attendance to the pre-construction conference.

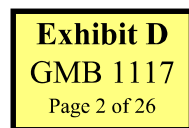
For your convenience, here is the link to the WSDOT's Standard Specifications of Road, Bridge, and Municipal Construction: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

If you have any questions regarding your application, please contact me at 206-440-4130 or PHAMK@wsdot.wa.gov.

Sincerely,



Khoi Pham  
Utilities Accommodations/Project Delivery Engineer



KP:kp  
Enclosures

cc: Michael Gallop, NW Local Agency & Development Services Office  
File



Date Received: 04/26/2019  
Reviewed By: K. Pham

**Application for Utility Permit  
(Stormwater Discharge)**

**Exhibit D GMB 1117 Page 3 of 26**

Permit/Franchise No. **S1-19-12**

**Applicant - Please print or type all information**

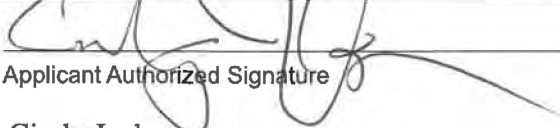
Application is Hereby Made For:  Permit  
 Amendment  Category 2 \$300.00  
 Permit / Renewal \$250.00

To Construct, Operate, and/or Maintain Stormwater Discharge onto a portion of  
 State Route 9 (at/from) MilePost ~~18.66~~<sup>18.71</sup> to Mile Post \_\_\_\_\_ in Snohomish County,  
 to begin in the Southeast 1/4 Section 36 Township 30 North: Range 5E West/East W.M.  
 and end in the \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ North: Range \_\_\_\_\_ West/East W.M.

Fees in the amount of \$ 300 are paid to cover the basic administrative expenses incident to the processing of this are paid to cover the basic administrative expenses incident to the processing of this application according to WAC 468-34 and RCW 47.44 and amendments thereto. The applicant promises to pay any additional costs incurred by the Washington State Department of Transportation (Department) on behalf of the applicant.

**Checks or Money Orders are to be made payable to "Washington State Department of Transportation."**

Pacific Ridge-DRH, LLC  
 Applicant (Referred to as Utility)  
17921 Bothell Everett Hwy, Suite 100  
 Address  
Bothell WA 98012  
 City State Zip Code  
(425) 438-8444  
 Telephone  
srborgeson@pacificridgehomes.com  
 Email  
Hunters Landing  
 Applicant Reference (WO) Number

  
 Applicant Authorized Signature  
Cindy Jackson  
 Print or Type Name  
Assistant Secretary  
 Title  
 Dated this 30th day of April, 2019  
46-1030683  
 Federal Tax ID Number or Social Security Number

**Authorization to Occupy Only If Approved Below**

The Department hereby grants this Stormwater Discharge Permit (Permit), subject to the terms and conditions stated in the Stormwater Discharge General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof.

**For Department Use Only**

Exhibits Attached		
Exhibit 'A'	Special Provisions for Permits and Franchises	Pages 1-3 of 3
Exhibit 'B'	Utility Facility Description (UFD)	Page 1 of 1
Exhibit 'C'	Plans Sheets/Maps	Pages 1-8 of 8
Exhibit 'D'	N/A	
Exhibit 'E'	Pre-Construction Notification	Page 1 of 1
Exhibit 'F'	Maintenance Notification	Page 1 of 1

**Department Approval**  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 This Permit Expires ten years from the effective date, but may be renewed upon the Department's review and verification that the installation meets all applicable requirements at the time of renewal.

## Stormwater Discharge General Provisions

This Permit is issued pursuant to the terms of RCW 47.32, RCW 47.44, and WAC 468-34, and amendments thereto.

### Provisions for the CONSTRUCTION of stormwater discharge facilities (facilities):

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any construction authorized by this Permit.
2. The Utility agrees to pay the reasonable costs of the Department for investigating, handling, and granting the Permit, including but not limited to basic overhead charges and for providing an inspector during construction and/or maintenance of the Utility's facilities. Further, the Utility agrees that it shall be responsible for and pay the Department's expended direct and indirect costs associated with applicable provisions of the Permit.
  - (a) The Department will assign a reimbursable account to the Utility as a means of invoicing the Utility for the costs associated with this Permit.
  - (b) The Department will invoice the Utility and the Utility agrees to pay the Department within thirty (30) calendar days of the invoice date.
3. Upon approval of this Permit, the Utility shall diligently proceed with the Work and comply with all Stormwater Discharge General and Special provisions herein. Construction of facilities proposed under this Permit shall begin within one (1) year and must be completed within three (3) years from date of Department approval. "Work" under this Permit shall mean construction, operation, and maintenance of the Utility's facilities as authorized herein.
4. Should the Utility breach any of the conditions and requirements of this Permit, or should the Utility fail to proceed with due diligence and in good faith with the Work as authorized by this Permit, the Department may cancel or revoke the Permit upon thirty (30) calendar days written notice to the Utility.
5. The Utility shall notify the Department representative in special provision 1 of the name, address, and telephone number of its contractor when the Work is going to be performed with other than its own forces. When the Utility uses a contractor, an authorized representative of the Utility shall be present or available at all times unless otherwise agreed to by the Department representative. A list of authorized representatives shall be submitted prior to the construction start date. (Authorized representatives are defined as persons having signatory authority for the Utility and or the authority to control the Work as needed for any issues identified by the Department.)
6. The Utility agrees to schedule and perform its Work in such a manner as not to delay the Department's Maintenance activities or the Department's contractor's work when the Department has a contractor performing work in the vicinity of the Utility's Work.
7. All contact between the Department and the Utility's contractor shall be through the Utility representative. Where the Utility chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Utility, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.
8. The Utility shall contact the identified Department representative two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Utility will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Utility, the Department, prior to Utility Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Utility shall cease Work in that area and immediately notify the Department of the discovery. The Department will coordinate with the Utility to ensure that the monument or right of way marker is recorded or replaced. The Utility agrees to pay all Department costs to perform monument or right of way marker work, as provided in this provision, in accordance with Stormwater Discharge General Provision 2.

9. In the event any milepost, fence, or guardrail is located within the limits of the Utility's Work and will be disturbed during Utility Work, the Utility agrees to carefully remove these highway facilities prior to Utility Work and reset or replace these highway facilities after the Utility Work, to the Department's sole satisfaction and at the sole cost of the Utility. The Utility agrees that all highway signs and traffic control devices shall not be removed or disturbed during Utility Work.
10. The Utility agrees that all Work shall be done to the satisfaction of the Department. All material and workmanship shall conform to the Department's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to Department inspection. All Department acceptance and inspections are solely for the benefit of the Department and not for the benefit of the Utility, the Utility's contractor (if any), or any third party. The Utility agrees that it shall pay all Department inspection costs in accordance with Stormwater Discharge General Provision 2.
11. The Utility shall provide proof of insurance coverage prior to performing any Work within state-owned highway right of way, as follows:
  - (a) Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$3 million per occurrence and in the aggregate;
  - (b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; and
  - (c) Employers Liability covering the risks of Utility's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit.

12. If the Utility is a city or county, it shall provide verification of insurance coverage at a minimum in the amounts and types identified in Section 11 to the Department by submitting proof of its coverage through a Risk Pool or verification that the city or county is selfinsured, to comply with the Section 11 insurance terms and conditions of this Permit. If allowable under its coverage, the city or county shall name the Washington State Department of Transportation as an additional insured for the coverage required by this section.
13. The Utility shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If the Department requires, the Utility shall submit a signing and traffic control plan to the Department's representative for approval prior to construction or maintenance Work. No lane closures shall be allowed except as approved by the Department's representative. Approvals may cause revision of Special Provisions of this Permit, including hours of operation.
14. This Permit may not be amended or modified without the Department's prior review and written approval. Upon completion of the Work, the Utility shall notify the Department's representative within ten (10) calendar days for the Department's final inspection, and the Utility shall provide the Region Utilities Engineer with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit construction plans have been revised during the course of construction.
15. The Utility shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving the Department's written authorization.
16. The Utility agrees to maintain, at its sole expense, its facilities authorized by this Permit in a condition satisfactory to the Department.



17. The Utility agrees that it is financially responsible to the Department for all necessary expenses incurred in inspecting the construction and restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as solely determined by the Department, as well as financially responsible to the Department for trenching work not completed and for compensating the Department for the loss of useful pavement life caused by trenching as required by RCW 47.44.020.
18. Upon completion of all Work, the Utility shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to the Department's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise agreed to by the Department, will be done by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
19. The Utility shall comply with the Department's Temporary Erosion and Sediment Control Manual (M 3103.01) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the Work. If the Utility Work performed under this Permit alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Utility shall, at its own expense, make all corrections and/or provisions the Department requires to fix and restore the state-owned right of way drainage to its original condition and function prior to the Utility's Work. Any flows from the Utility shall not exceed the flows discharging to WSDOT drainage prior to the new work. Any flows discharged to state-owned highway right of way shall meet the requirements for quantity and water quality according to the current version Highway Runoff Manual (M 31-16). Should the Utility not make the required drainage restoration, the Department reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Utility, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
20. The Utility shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Utility shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Utility's failure to (1) obtain any required permit for the Utility Work or (2) comply with permit conditions. Further, the Utility shall be responsible for compliance with all federal, state, and local laws, regulations. Utility also agrees to pay any costs incurred by the Department, including attorneys fees, pursuant to the provisions of this section in accordance with Stormwater Discharge General Provision 2.
21. For any of the Utility's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Utility shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon the Department's request, the Utility shall provide a copy of the Construction Stormwater General Permit. In addition, the Utility, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Utility's failure to (1) obtain coverage under the Construction Stormwater General Permit for Utility Work or (2) comply with the Construction Stormwater General Permit requirements. Utility also agrees to pay any costs incurred by the Department, including attorneys fees, pursuant to the provisions of this section in accordance with Stormwater Discharge General Provision 2.

22. This Permit does not authorize the Utility, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Utility anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Utility shall notify the Department representative listed in special provision 1 to obtain the Department's prior written approval of the Utility's proposed work. If the Department permits the Utility to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Utility damage the appearance of the state-owned highway right of way vegetation without the Department's prior written approval, the Utility is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.

**Provisions for Stormwater Discharge OCCUPANCY of state-owned right of way:**

23. If the Department, at its sole discretion, shall determine that any or all of the Utility's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Utility, its successors and assigns, shall, at its sole cost and expense, upon written notice by the Department, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by the Department. The Utility shall perform in a timely manner all facility modifications, relocations, and/or removals as the Department directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with the Department's continued operation and/or maintenance of the highway.
24. Should the Utility fail or refuse to comply with the Department's direction, pursuant to Stormwater Discharge General Provision 23, to modify, remove, or relocate any Utility facility, the Department may undertake and perform any modification, removal, or relocation of the Utility facility that the Department, in its sole discretion, deems necessary. The Utility agrees to pay the Department's expended costs and expenses for performing the work, in accordance with Stormwater Discharge General Provision 2.
25. If the Department determines in good faith that emergency maintenance work on the Utility's facility is needed to (a) protect any aspect of the state highway right of way or (b) secure the safety of the traveling public due to a failure of the Utility's facility, the Department may perform the necessary work without the Utility's prior approval, and the Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2. The Department will notify the Utility of the emergency work performed as soon as practicable.
26. The Department may amend, revoke, or cancel this Permit at any time by giving written notice to the Utility. If the Permit is amended, the Utility will have thirty (30) calendar days to modify the facility as the Permit amendment(s) require. If the facility modifications cannot be made within thirty (30) calendar days, the Utility shall respond to the Department, in writing, as to when the facility modifications can be made. If the Permit is revoked or canceled, the Utility shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit revocation or cancellation may be removed by the Department at the expense of the Utility. The Utility agrees to pay the Department's expended costs and expenses for performing the work in accordance with Stormwater Discharge General Provision 2.
27. The Utility shall not assign or transfer this Permit without the Department's prior written approval. The Utility understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Utility will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit. If the Department does not approve the assignment or transfer, this Permit shall automatically terminate, and the Utility shall be subject to the terms of RCW 47.44.060.



28. The Utility, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages both to persons and/or property, expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Utility, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit , or (2) are caused by the breach of any of the terms or conditions of this Permit by the Utility, its successors and assigns, and its contractors, agents, and/or employees. The Utility, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages both to persons and/or property is caused by the sole acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Utility, its successors or assigns, agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Utility, its successors or assigns, agents, contractors, and/or employees.
29. The Utility agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on state-owned highway right of way. For this purpose, the Utility, by MUTUAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
30. The Insurance requirements in Stormwater Discharge General Provisions 11 and 12 shall also apply to the Utility's occupancy of the state-owned highway right of way.
31. The indemnification and waiver provided for in Stormwater Discharge General Provisions 28 and 29 shall survive the termination of this Permit.
32. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the provisions and limitations of RCW 47.44.150.
33. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private utilities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.



# Stormwater Permit Special Provisions

Permit No. S1-19-12

**Applicable provisions are denoted by ( X )**

- 1. No Work (for the intent of this Permit, operation or maintenance) provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (Department) Representative(s):

Name: Michael Gallop  
 Title: WSDOT Inspector  
 Street: 15700 Dayton Ave. N., MS 82-240  
 City: Seattle  
 State: WA Zip: 98133-9710  
 Phone: 206-440-4913 Cell: 206-940-2736  
 Email: GALLOPM@wsdot.wa.gov

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_

- 2. The Department assumes no responsibility or liability in any manner for any effect its highway drainage system may have on the Utility's system.
- 3. The utility agrees to assume all liability and responsibility, including fines and taxes, for the water quality related to its runoff collection system and for any damages caused by increased flows (that portion of the total rate of flow that is in excess of the natural rate of surface runoff in the undeveloped state) and pollutants discharged. Further, the Utility agrees to accept the liability for the augmented flows added to the Department's system (such as downstream flooding, manhole overflows or any other instance resulting from those added flows)
- 4. The utility agrees to assume all liability and responsibility associated with the design, construction, maintenance, and operation of its Stormwater management and drainage system(s).
- 5. Construction of all Stormwater management facilities shall be part of the initial construction of the system under this Permit.
- 6. For major repair or replacement work, as defined in Special Provisions 11, the Utility shall provide Traffic Control Plans, for approval, and FAX the complete attached "Notification of Maintenance" to the identified Department Representative(s) at least fourteen (14) working days (Monday through Friday excluding any holidays), in advance of commencing Work on state-owned highway right of way.
- 7. Upon receipt of the Maintenance Notification, the Department will advise the Utility if there are any restricted Work timeframes within the state-owned highway right of way. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by the Department. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if, required by the Department.

- 8. For major Repair. Anytime Work is underway within the right of way, during the non-working hours, equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 55 mph	20
60 mph or greater	30

**Minimum Work Zone Clear Zone Distance**

- 9. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised of their precise locations.
- 10. "Routine Maintenance" of the Drainage System shall include cleaning and repair and/or replacement of any minor failures to structure and /or components and repair of any damage to the state-owned right of way caused by the maintenance and operation of the Drainage System. Routine Maintenance will not require notification to the STATE.
- 11. For major repair and/or replacement work, not defined within Routine Maintenance, the Utility shall provide the Department notification of the need for such repairs and/or replacement work. The Utility is responsible to determine the method of repair to the Drainage System and shall restore Department's right of way to current Department maintenance standards, at the sole cost and expense to the Utility. The Department reserves the right to review damages occurring to the state-owned right of way, as a result of failure of the Drainage System, and oversee the restoration.  
  
Traffic Control Plans shall be submitted with the notification, and approved, prior to any major repair and or replacement work is done.
- 12. The Department shall not be responsible for damages to the Drainage System caused by Utility employees or the Utility's contractors working within state-owned right of way. Should the Utility or its contractors damage the Drainage System, it agrees to notify the Department as soon as practical. The Utility and Department will work together in good faith to agree upon the required repairs. The Utility agrees to make such repairs at its sole cost and expense.
- 13. Maintenance access of this facility will be from SR \_\_\_\_\_, only.

**Exhibit D**  
**GMB 1117**  
Page 10 of 26

**Exhibit 'A'**  
**S1-19-12**  
Special Provisions for  
Permits and Franchises  
Page 2 of 4 **193**

- 14. This permit is only for an installation of the new storm sewer facilities that discharge runoff on to WSDOT owned ditch on SR 9, as shown in the utility facility description.
- 15. This permit is assigned to the identified parcel(s) served by the stormwater facility and shall remain appurtenant to the identified parcel(s). Should the identified parcel(s) be inherited, sold, assigned, or transferred in any way, this permit shall run with the land to the extent that the identified parcel(s) remain in compliance with the terms of this permit, unless the permit is revoked, modified, or closed by WSDOT as provided by law or the current Permit Holder requests the cancellation of the permit.

Identified parcel is 00590700006701, 5411 87<sup>th</sup> Ave NE, Marysville, WA 98270.

- 16. Installation of the Stormwater Discharge Pipe and Splash Pad shall conform with the Washington State Department of Transportation 2018 Standard Specifications. Specifically the following sections:
  - For Discharge Pipe installation see Chapter 7 Section 7-08 (3) General Pipe Installations.
  - Discharge Pipe shall meet the requirements of Chapter 9 Section 9-05 Drainage Structures and Culverts.
  - Backfill over Discharge Pipe shall be in accordance with Chapter 7 Section 7-08.3(3) and Chapter 2 Section 2-03(140)C.
  - The rock placed for the splash pad shall meet the requirements of Chapter 9 Section 9-13.4 Rock for Erosion and Scour protection.
- 17. The sump on the upstream end of the discharge pipe, located on the parcel associated with this stormwater discharge permit shall be visually inspected, and cleaned out annually. Should the sump on the upstream end of the discharge pipe fail, the permit holder, shall be responsible for the all damages, clean-up, and restoration to state right of way resulting from sump failure. The permit holder has assigned easement for maintenance responsibilities for storm water facilities within the identified parcel to the City of Marysville.
- 18. Stormwater runoff shall be properly detained and treated per the NPDES Permit requirement before Discharge into the Department-owned drainage system.
- 19. The Permit Holder shall be responsible for maintenance and repair of the side-drain connection, including the pipes and yard basins.
- 20. No access for construction, or maintenance of discharge pipe, and splash pad shall take place from the lanes or shoulders of SR 9 without an approved traffic control plan. Please provide a traffic control plan for review 14 working days prior to any maintenance activity.
- 21. The outlet end of the discharge pipe, and splash pad shall be visually inspected, at a minimum annually or as needed to ensure its intended function. Should the outlet end of the pipe produce a build-up of material at the end of the pipe or fill the ditch, the City of Marysville as the designated party responsible for maintenance via Maintenance Agreement GMB 1117 shall be responsible to remove all excess material from state right of way, and restore the Utility's and the Department's stormwater system to its original condition. Should the splash pad become clogged with debris resulting in the ditch filling, the permit holder, the City of Marysville as designated party responsible for maintenance shall be responsible for removing the accumulated debris from state right of way.
- 22. Restoration to be completed by Pacific Ridge-DRH, LLC after installation of discharge pipe shall consist of matching existing adjacent roadside treatment (seeding bark etc.). Full roadside restoration including bushes/trees in the vicinity of MP 18.71 shall be completed per UTB 1540 Vegetation Mitigation Agreement.

S1-19-12

- 23. No access for construction, or maintenance of discharge pipe, and splash pad shall take place from the lanes or shoulders of SR 9 without an approved traffic control plan. Please provide a traffic control plan for review 14 working days prior to any maintenance activity.
- 24. The City of Marysville via General Maintenance Agreement GMB 1117, has agreed to take on maintenance responsibilities associated with the R4-8 Single Family High Sunny Side Five Acre Tracts parcel number 00590700006701 SR 9 stormwater discharge outfall at MP 18.71 and is the party designated as responsible for all maintenance activities related to this permit.
- 25. The designated limited access break at SR 9 MP 18.71 is related to maintenance of the stormwater discharge facilities at SR 9 MP 18.71. The City of Marysville, as the party designated as responsible for maintenance shall have sole use of the limited access break for the purposes of maintenance of the stormwater discharge facilities located at SR 9 MP 18.71. No other entities related to parcel 00590700006701 such as a Homeowners Association shall have access rights to or from SR 9.

**Exhibit D**  
**GMB 1117**  
Page 12 of 26

**Exhibit 'A'**  
**S1-19-12**  
Special Provisions for  
Permits and Franchises  
Page 4 of 4 **195**



State Route Number: SR 9		Accommodation Number: S1-19-12								
Begin Mile Post: <del>18.66</del> 18.71 End Mile Post: <del>18.66</del> 18.71		Access Control: LP	T, R, Sec: T30/R5E/S36							
Facility Description - Provide a summary of the proposed work: (press ALT+Enter to insert line break)		Scenic Class: B								
Work inside WSDOT RW: Install 61 LF of 12" storm drain pipe and culvert outfall.										
Begin Mile Post	End Mile Post	Left, Right or Xing	Offset Distances (feet)		Facility Description	Right of Way		Scenic Class	Access Control	Remarks and Installation Comments
			From Center Line	From Edge of Traveled Way (Fogline)		Depth or Height	Left			
<del>18.66</del>	<del>18.66</del>	LT	75'	65'	* Install 12" storm drain pipe & culvert outfall.	75'		B	LP	1.) Indicate where item enters/leaves R/W. 2.) Include pertinent topography info (turnouts, Rd. approaches, intersections, culvert, guardrail, xing method, split grade/under/overpass, etc.)  Enters WSDOT RW.
					* Pipe daylights to ex. ditch.					

Additional Notes:

**Exhibit 'B'**  
S1-19-12  
Utility Facility Description (UFD)  
Page 1 of 1

**Exhibit D** GMB 1117 Page 13 of 26



Vicinity Map  
 S1-19-12 Hunter's Landing SR 9 MP 18.71

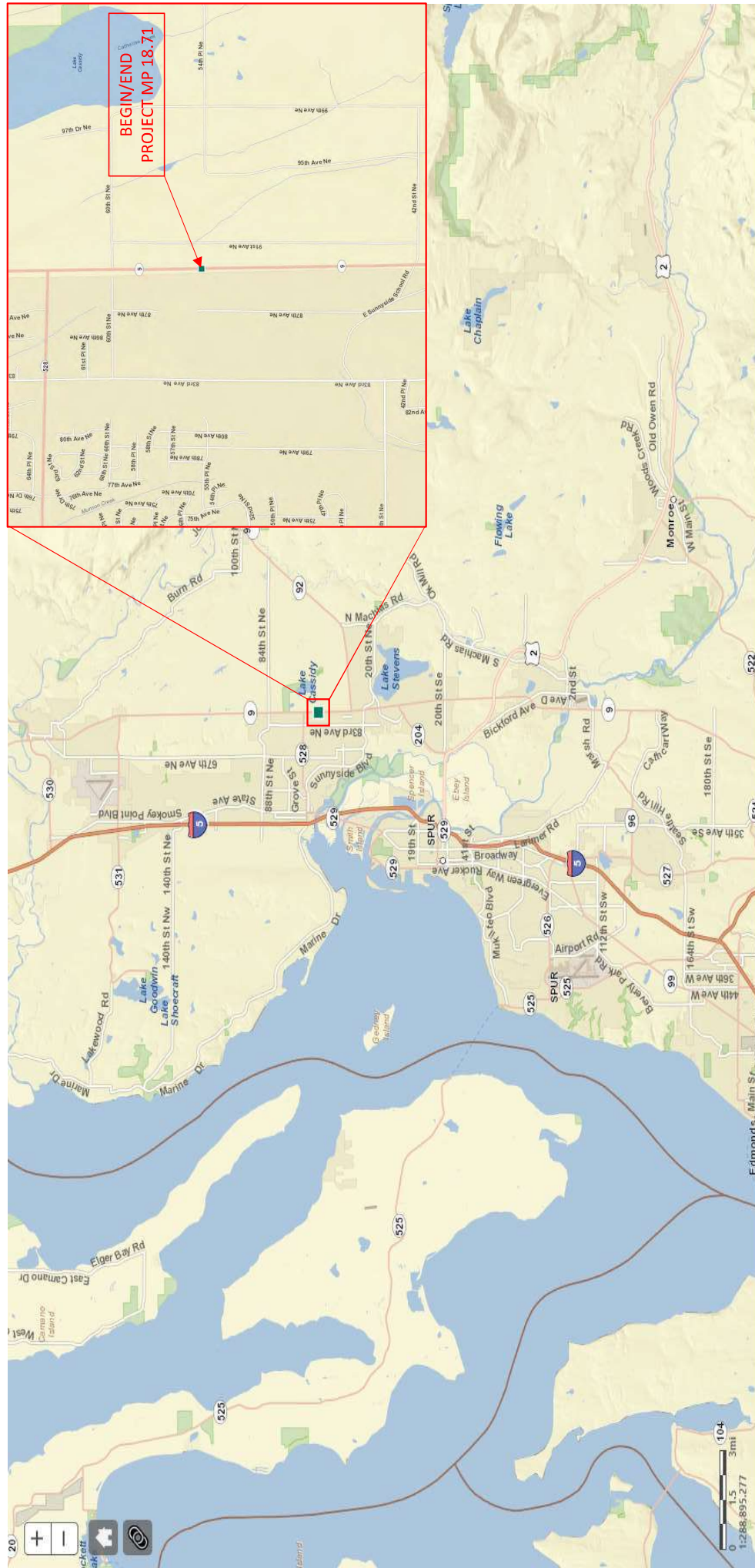


Exhibit C'  
 S1-19-12  
 Plans Sheets/Maps  
 Page 1 of 9

Exhibit D GMB 1117 Page 14 of 26

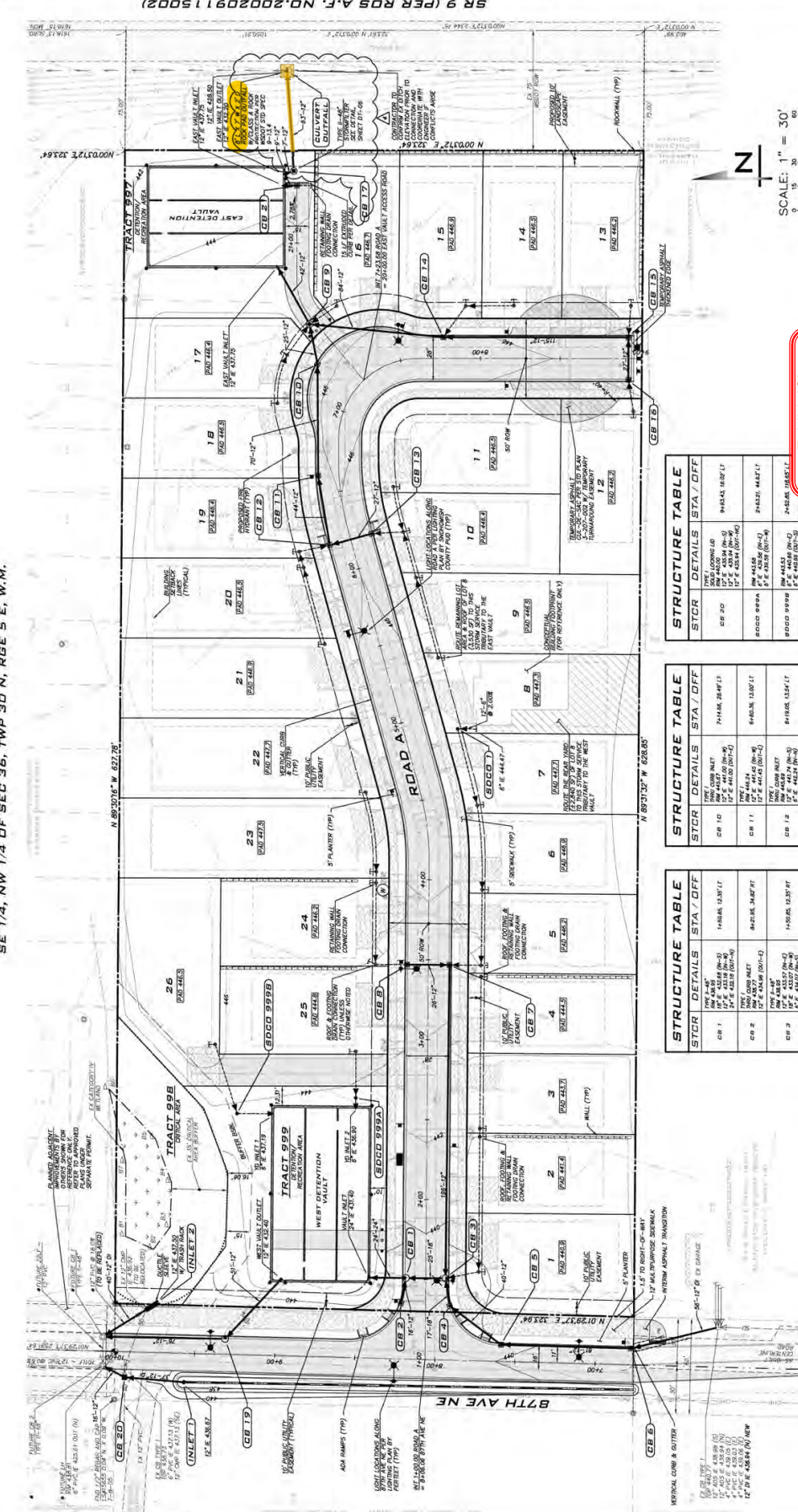








SE 1/4, NW 1/4 OF SEC 36, TWP 30 N, RGE 5 E, W.M.



**PA16-019**  
**CITY OF MARYSVILLE**  
**CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE DESIGN STANDARDS AND SPECIFICATIONS. THE ENGINEER HAS REVIEWED THE PLAN SHEET FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE DESIGN STANDARDS AND SPECIFICATIONS. THE ENGINEER HAS REVIEWED THE PLAN SHEET FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE DESIGN STANDARDS AND SPECIFICATIONS. THE ENGINEER HAS REVIEWED THE PLAN SHEET FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE DESIGN STANDARDS AND SPECIFICATIONS.

**NOTE**  
 SEE SHEET A-10 FOR STORAGE AND CHANNELIZATION (87TH AVE WEG).

**ADJACENT IMPROVEMENTS NOTE**  
 DESIGN WATER SURFACE OF THE WEST VAULT IS CALCULATED TO BE 437.30. DESIGN WATER SURFACE OF THE EAST VAULT IS CALCULATED TO BE 438.50. DESIGN WATER SURFACE OF THE ABOVE FOOTING GRAINS CONNECTING TO THE WEST VAULT SHALL BE ABOVE 438.0. DESIGN WATER SURFACE OF THE ABOVE FOOTING GRAINS CONNECTING TO THE EAST VAULT SHALL BE ABOVE 441.00.

**UNDERGROUND UTILITY NOTE**  
 UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO INDICATION OF THE EXACT LOCATION OF THE UTILITIES. THE CONTRACTOR SHALL UNCOVER ALL UTILITIES AND DETERMINE THEIR EXACT LOCATION, SIZE AND MATERIAL. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION, SIZE AND MATERIAL OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY OF MARYSVILLE (360.543.3100) AND ARRANGE FOR FIELD LOCATION OF EXISTING UTILITIES BEFORE CONSTRUCTION.

**STRUCTURE TABLE**

STCR	DETAILS	STA / OFF
CB 20	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 20	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 20	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 20	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17

**STRUCTURE TABLE**

STCR	DETAILS	STA / OFF
CB 10	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 11	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 12	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 13	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 14	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 15	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 16	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 17	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 18	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17

**STRUCTURE TABLE**

STCR	DETAILS	STA / OFF
CB 1	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 2	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 3	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 4	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 5	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 6	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 7	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 8	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17
CB 9	1000' CONCRETE 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.) 12" DIA. (12'-0" DIA.)	14+34.50 1427.17


**YARD DRAINS**

LOT	RIM	FE
YD 15	448.9	442.0
YD 16	448.9	442.0
YD 17	448.9	442.0
YD 18	448.9	442.0
YD 19	448.9	442.0
YD 20	448.9	442.0
YD 21	448.9	442.0
YD 22	448.9	442.0
YD 23	448.9	442.0
YD 24	448.9	442.0
YD 25	448.9	442.0
YD 26	448.9	442.0

**EXHIBIT C**  
 S1-19-12  
 Plans Sheets/Maps  
 Page 4 of 9


**EXHIBIT D**  
 GMB 1117  
 Page 17 of 26

SE 1/4, NW 1/4 OF SEC 36, TWP 30 N, RGE 5 E, W.M.



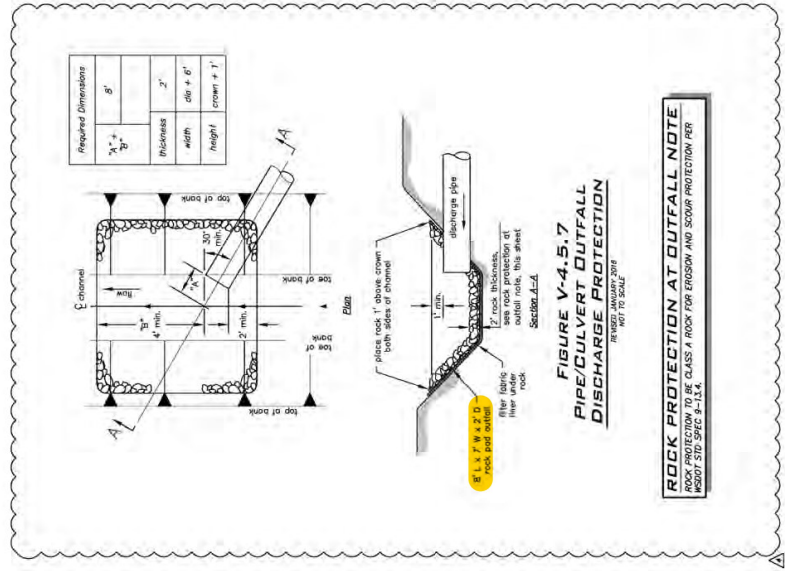
**BLUELINE**  
CONSULTING AND ENGINEERING  
1000 W. WASHINGTON  
SUITE 200  
MARIETTA, GA 30067  
770.426.1000  
WWW.BLUELINECONSULTING.COM

**CITY OF MARYSVILLE**  
**PARCEL # 00590700006701**  
**SITE DEVELOPMENT PLANS**  
**HUNTERS LANDING**  
**ROAD & STORM PROFILE**



5/9/19  
17-114  
RP-02  
SHT 11 OF 29

NO.	DATE	REVISIONS
1	12/2/18	ISSUED PER CITY & COUNTY COMMENTS
2	3/2/19	ISSUED PER KENNY COURT ASSESSOR COMMENTS
3	3/2/19	ELABORATED ON ROOST ROCK & SPARK ROCK PROTECTION & CURB
4	5/9/19	ADD ROCK PROTECT. CURB DIMENSIONS



**FIGURE V-4.5.7**  
**PIPE/CULVERT OUTFALL**  
**DISCHARGE PROTECTION**

**ROCK PROTECTION AT OUTFALL NOTE**  
ROCK PROTECTION TO BE CLASS A ROCK FOR EROSION AND SCOUR PROTECTION PER MSOT STD SPEC 5-13.4.

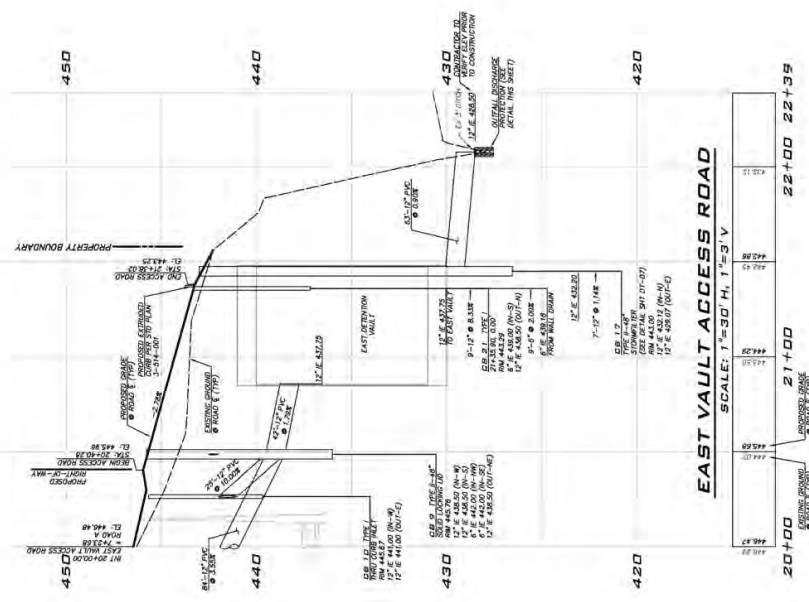
**PA16-019**  
**CITY OF MARYSVILLE**  
**CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE CITY OF MARYSVILLE CONSTRUCTION STANDARDS. THE REVIEWER HAS NOT GUARANTEED THE ACCURACY OF THE INFORMATION PROVIDED HEREON NOR THE FITNESS OF THE INFORMATION FOR THE INTENDED PURPOSE. THE REVIEWER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AND HAS NOT VERIFIED THE EXISTING CONDITIONS. THE REVIEWER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AND HAS NOT VERIFIED THE EXISTING CONDITIONS. THE REVIEWER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AND HAS NOT VERIFIED THE EXISTING CONDITIONS.

**UNDERGROUND UTILITY NOTE**  
UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE AS TO THE EXACT LOCATION, DEPTH, OR TYPE OF UTILITIES. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR. THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION, SIZE, AND MATERIAL OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 811 (WWW.ONECALL.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING UTILITIES BEFORE CONSTRUCTION.

**Exhibit D**  
**GMB 1117**  
Page 18 of 26

**Exhibit C**  
**S1-19-12**  
Plans Sheets/Maps  
Page 5 of 9




**EAST VAULT ACCESS ROAD**  
SCALE: 1" = 30' H.T. 3" V







SE 1/4, NW 1/4 OF SEC 36, TWP 30 N, RGE 5 E, W.M.



**BLUELINE**

38 CENTRAL NW CORNER, WALKER  
SUITE 201, 200 S. 4TH ST. SUITE 200  
DES MOINES, IA 50319

**AS NOTED**

DESIGNER: **CONTECH**

PROJECT MANAGER: **MARK K. KROSTEN**

PROJECT ENGINEER: **HARVEY METZ, PE**

DESIGNER: **CONTECH**

OWNER: **CITY OF MARYSVILLE**

DATE: **12/21/19**

BY: **MARK KROSTEN**

CHECKED BY: **HARVEY METZ**

DATE: **12/21/19**

BY: **MARK KROSTEN**

**STORMFILTER DESIGN NOTES**

1. CONSULT THE PLANT CAPACITY, IN ACCORDANCE WITH THE CITY SPECIFICATIONS, AND THE NUMBER OF CARTRIDGES, THE STANDARD MANHOLE SIZE, THE APPROXIMATE LOCATION OF THE STORMFILTER, AND THE APPROXIMATE LOCATION OF THE MANHOLE, TO DETERMINE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

2. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

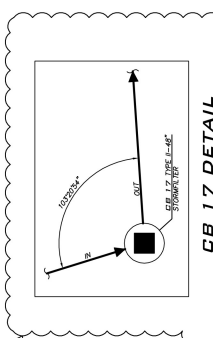
3. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

4. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

NO.	DATE	BY	DESCRIPTION
1	12/21/19	MARK KROSTEN	ISSUED PER CITY & COUNTY COMMENTS
2	12/21/19	MARK KROSTEN	ISSUED PER REVISIONS
3	1/22/20	MARK KROSTEN	ISSUED PER REVISIONS

**REVISIONS**

NO. DATE BY DESCRIPTION



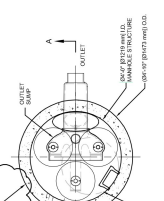
**CB 17 DETAIL**  
NOT TO SCALE

TYPE OF FILTER	
STANDARD	18" DIA.
STANDARD	24" DIA.
STANDARD	30" DIA.
STANDARD	36" DIA.
STANDARD	42" DIA.
STANDARD	48" DIA.
STANDARD	54" DIA.
STANDARD	60" DIA.
STANDARD	66" DIA.
STANDARD	72" DIA.
STANDARD	78" DIA.
STANDARD	84" DIA.
STANDARD	90" DIA.
STANDARD	96" DIA.
STANDARD	102" DIA.
STANDARD	108" DIA.
STANDARD	114" DIA.
STANDARD	120" DIA.
STANDARD	126" DIA.
STANDARD	132" DIA.
STANDARD	138" DIA.
STANDARD	144" DIA.
STANDARD	150" DIA.
STANDARD	156" DIA.
STANDARD	162" DIA.
STANDARD	168" DIA.
STANDARD	174" DIA.
STANDARD	180" DIA.

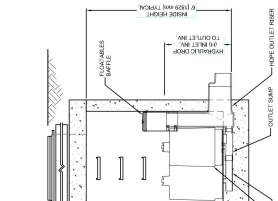
SITE SPECIFIC DATA REQUIREMENTS	
1. MATERIAL TYPE	CONCRETE
2. MATERIAL SIZE	6" MIN. DIA. CARTRIDGES
3. MATERIAL COLOR	BLACK
4. MATERIAL FINISH	SMOOTH
5. MATERIAL WEIGHT	150 LB. PER CARTRIDGE
6. MATERIAL DENSITY	150 LB. PER CARTRIDGE
7. MATERIAL PERMEABILITY	LOW
8. MATERIAL SENSITIVITY	LOW
9. MATERIAL DURABILITY	LOW
10. MATERIAL RESISTANCE	LOW
11. MATERIAL TENSILE STRENGTH	LOW
12. MATERIAL COMPRESSIVE STRENGTH	LOW
13. MATERIAL MODULUS OF ELASTICITY	LOW
14. MATERIAL POISSON'S RATIO	LOW
15. MATERIAL COEFFICIENT OF THERMAL EXPANSION	LOW
16. MATERIAL COEFFICIENT OF CONtraction	LOW
17. MATERIAL PERMEABILITY	LOW
18. MATERIAL SENSITIVITY	LOW
19. MATERIAL DURABILITY	LOW
20. MATERIAL RESISTANCE	LOW
21. MATERIAL TENSILE STRENGTH	LOW
22. MATERIAL COMPRESSIVE STRENGTH	LOW
23. MATERIAL MODULUS OF ELASTICITY	LOW
24. MATERIAL POISSON'S RATIO	LOW
25. MATERIAL COEFFICIENT OF THERMAL EXPANSION	LOW
26. MATERIAL COEFFICIENT OF CONtraction	LOW



**FRAME AND COVER**  
NOT TO SCALE



**PLAN VIEW**  
STANDARD OUTLET RISER



**SECTION A-A**

**STORMFILTER DESIGN NOTES**

1. CONSULT THE PLANT CAPACITY, IN ACCORDANCE WITH THE CITY SPECIFICATIONS, AND THE NUMBER OF CARTRIDGES, THE STANDARD MANHOLE SIZE, THE APPROXIMATE LOCATION OF THE STORMFILTER, AND THE APPROXIMATE LOCATION OF THE MANHOLE, TO DETERMINE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

2. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

3. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

4. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

5. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

6. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

7. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

8. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

9. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

10. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

11. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

12. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

13. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

14. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

15. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

16. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

17. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

18. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

19. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

20. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

21. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

22. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

23. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

24. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

25. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

26. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE. THE STANDARD MANHOLE SHALL BE THE STANDARD MANHOLE SIZE AND MATERIAL TO USE.

**CONTECH**

1000 EAST 12TH AVE, SUITE 100  
DES MOINES, IA 50319  
PH: 515.281.1234  
WWW.CONTECH.COM

**STANDARD DETAIL**

CONTECH  
1000 EAST 12TH AVE, SUITE 100  
DES MOINES, IA 50319  
PH: 515.281.1234  
WWW.CONTECH.COM

**Exhibit D**  
**GMB 1117**  
Page 20 of 26

**Exhibit 'C'**  
S1-19-12  
Plans Sheets/Maps  
Page 7 of 9

**PA18-019**

**CITY OF MARYSVILLE**

**CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE CITY SPECIFICATIONS AND REGULATIONS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE GENERAL COMPLIANCE WITH THE CITY SPECIFICATIONS AND REGULATIONS. THE CITY ENGINEER'S REVIEW DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CITY ENGINEER'S REVIEW DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

DATE OF REVIEW: 9/26/19

BY: [Signature]

DESIGNER: [Signature]

PROJECT: HUNTERS LANDING

PARCEL#: 0059070006701

CITY OF MARYSVILLE

**UNDERGROUND UTILITY NOTE**

UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE OF THE ACCURACY OF THE LOCATION, DEPTH, SIZE, OR MATERIAL OF ANY UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, SIZE, AND MATERIAL OF ALL UTILITIES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND THE UTILITIES COMPANY BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

DATE OF REVIEW: 9/26/19

BY: [Signature]

DESIGNER: [Signature]

**CITY OF MARYSVILLE**

**CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE CITY SPECIFICATIONS AND REGULATIONS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE GENERAL COMPLIANCE WITH THE CITY SPECIFICATIONS AND REGULATIONS. THE CITY ENGINEER'S REVIEW DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CITY ENGINEER'S REVIEW DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

DATE OF REVIEW: 9/26/19

BY: [Signature]

DESIGNER: [Signature]

PROJECT: HUNTERS LANDING

PARCEL#: 0059070006701

CITY OF MARYSVILLE

**UNDERGROUND UTILITY NOTE**

UNDERGROUND UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE OF THE ACCURACY OF THE LOCATION, DEPTH, SIZE, OR MATERIAL OF ANY UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, SIZE, AND MATERIAL OF ALL UTILITIES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND THE UTILITIES COMPANY BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

DATE OF REVIEW: 9/26/19

BY: [Signature]

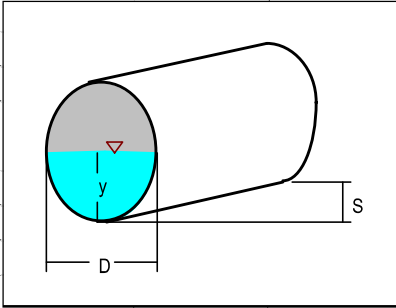
DESIGNER: [Signature]

Hunter's Landing Project Location  
S1-19-12 SR 9 MP 18.71





Pipe

	Input	Output				
Q (cfs)	0.00	2.15	100 YR DEVELOPED FLOW			
n	0.012	0.012	PVC			
d (ft)	1.00	1.00	1	0 / 16	inches	
y (ft)	0.55	0.55				
S (ft/ft)	0.009	0.009				
						
			A (sf)	0.443		
			Pw (ft)	1.672		V (ft/s) 4.846
			R (ft)	0.265		
			Critical y (ft) =			
			Qmax @ y (ft) =	0.9382		
			Vmax @ y (ft) =	0.8128		
Job: Hunter's Landing		Description: Oufall Protection Sizing				
By: YM		Date: 5/22/2019				

ROCK PAD SIZE: 8' L X 7' W X 2' D

**Exhibit D**  
**GMB 1117**  
 Page 22 of 26

Exhibit 'C'  
 S1-19-12  
 Plans Sheets/Maps  
 Page 9 of 9 **205**

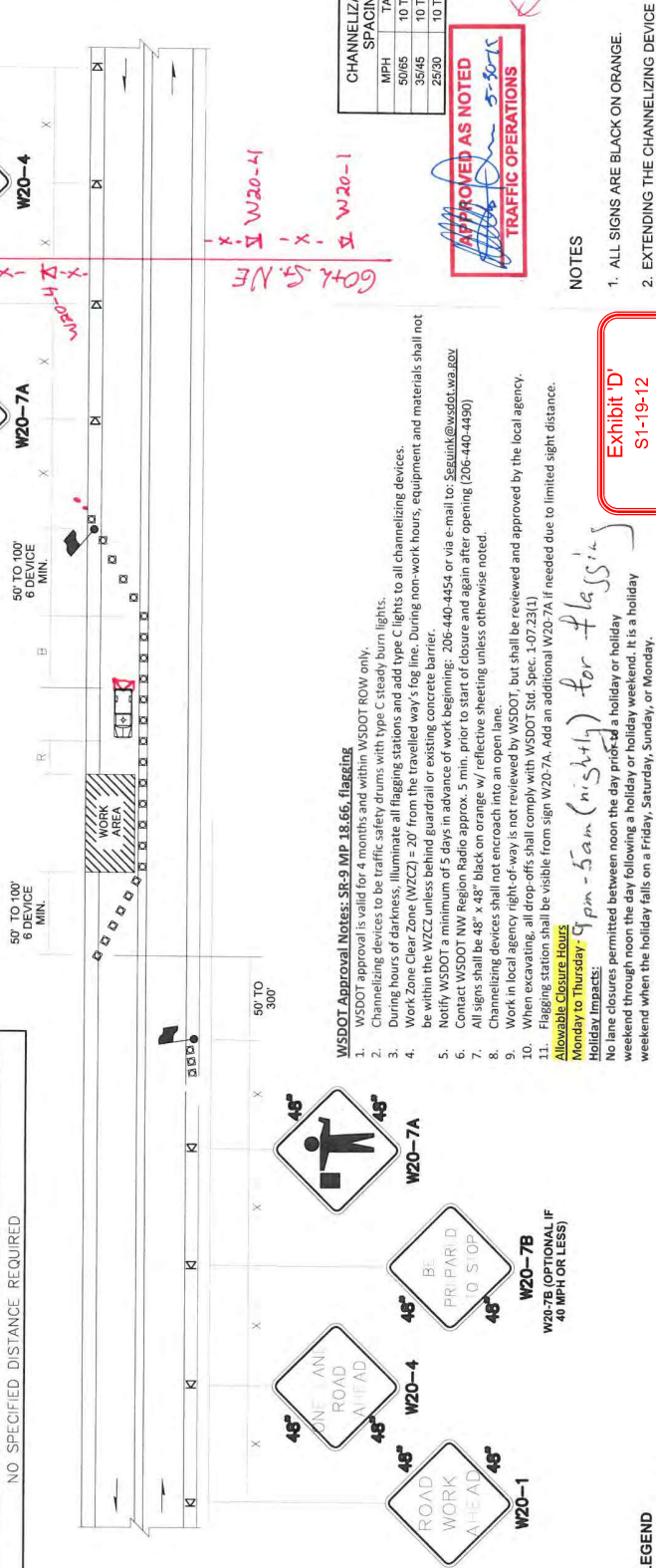
112

**WSDOT Approval Notes: SR-9 MP 18.56, flagging**

- WSDOT approval is valid for 4 months and within WSDOT ROW only.
- Channelizing devices to be traffic safety drums with type C steady burn lights.
- During hours of darkness, illuminate all flagging stations and add type C lights to all channelizing devices.
- Work Zone Clear Zone (WZCZ) = 20' from the travelled way's fog line. During non-work hours, equipment and materials shall not be within the WZCZ unless behind guardrail or existing concrete barrier.
- Notify WSDOT a minimum of 5 days in advance of work beginning. 206-440-4454, or via e-mail to: [Seavink@wsdot.wa.gov](mailto:Seavink@wsdot.wa.gov)
- Contact WSDOT NW Region Radio approx. 5 min. prior to start of closure and again after opening. (206-440-4490)
- All signs shall be 48" x 48" black on orange w/ reflective sheeting unless otherwise noted.
- Channelizing devices shall not encroach into an open lane.
- Work in local agency right-of-way is not reviewed by WSDOT, but shall be reviewed and approved by the local agency.
- When excavating, all drop-offs shall comply with WSDOT Std. Spec. 1.07.23(1)
- Flagging station shall be visible from sign W20-7A. Add an additional W20-7A if needed due to limited sight distance.

**Allowable Closure Hours**  
Monday to Thursday: 9 pm - 5 am (nightly) for flagging  
Holiday Impacts:  
No lane closures permitted between noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday.

BUFFER DATA	
LONGITUDINAL BUFFER SPACE = B	
SPEED (MPH)	25 30 35 40 45 50 55 60 65 70
LENGTH (feet)	155 200 250 305 360 425 495 570 645 730
<b>TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R</b>	
HOST VEHICLE WEIGHT	
9,900 TO 22,000 lbs.	
< 45 MPH	> 55 MPH
123'	172'
45-55 MPH	< 45 MPH
74'	100'
> 55 MPH	> 55 MPH
150'	
<b>PROTECTIVE VEHICLE (WORK VEHICLE) = R</b>	
NO SPECIFIED DISTANCE REQUIRED	



CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/65	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40

- NOTES**
- ALL SIGNS ARE BLACK ON ORANGE.
  - EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
  - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.

**Exhibit 'D'**  
S1-19-12  
Traffic Control Plan  
Page 1 of 2

**ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS**

**Exhibit D GMB 1117** Page 23 of 26

FILE NAME	REGION	STATE	FED AID PROJ. NO.	DATE	DATE	DATE	DATE	DATE
TIME	NO.	WASH.						
DATE	JOB NUMBER	CONTRACT NO.	LOCATION NO.	LOGO	DATE	DATE	DATE	DATE
DESIGNED BY								
ENTERED BY								
PROJECT ENGR.								
REGIONAL ADM.								
				<b>HUNTERS LANDING</b> <b>MARYSVILLE, WA</b> TRAFFIC CONTROL PLAN				

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)

SHOULDER WIDTH (feet)	Posted Speed (mph)										
	25	30	35	40	45	50	55	60	65	70	
8'	-	-	-	-	-	120	130	150	160	170	190
10'	-	-	-	-	-	150	170	190	200	220	240

USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'

SIGN SPACING = X (1)

FREWAYS & EXPRESSWAYS	55-70 MPH	1500'
RURAL HIGHWAYS	60-65 MPH	800'
RURAL ROADS	45-55 MPH	500'

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP-S, AT GRADE INTERSECTIONS AND OVERWAYS

CHANNELIZATION DEVICE SPACING (feet)

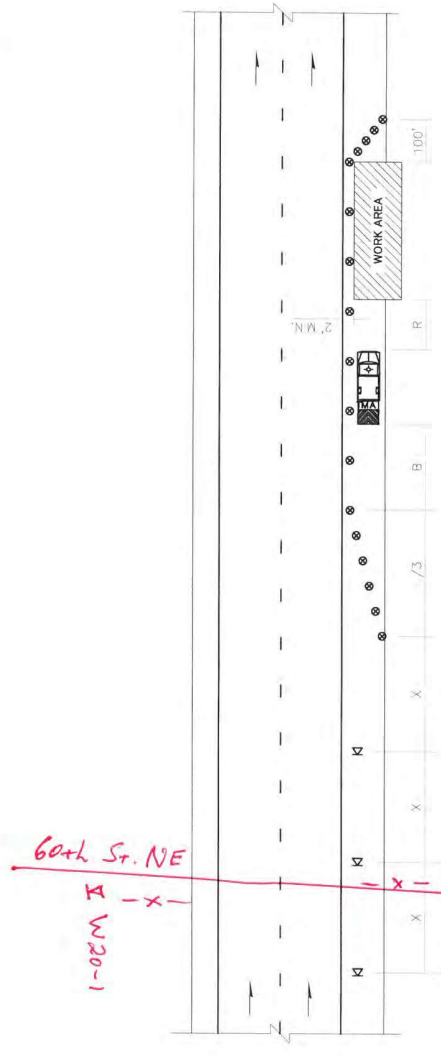
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60

BUFFER DATA

LONGITUDINAL BUFFER SPACE = B											
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70	730
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730	

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	> 55 MPH	< 45 MPH
100'	172'	74'
		100'
		150'



- WSDOT Approval Notes: SR-9 MP 18.66, shoulder closure**
- WSDOT approval is valid for 4 months and within WSDOT ROW only.
  - Channelizing devices to be traffic safety drums with type C steady burn lights.
  - Work Zone Clear Zone (WZCZ) = 20' from the travelled way's fog line.
  - Notify WSDOT a minimum of 5 days in advance of work beginning.
  - Contact WSDOT NW Region Radio approx. 5 min. prior to start of closure and again after opening.
  - All signs shall be 48" x 48" black on orange w/ reflective sheeting unless otherwise noted.
  - Channelizing devices shall not encroach into an open lane.
  - Work in local agency right-of-way is not reviewed by WSDOT, but shall be reviewed and approved by the local agency.
  - When excavating, all drop-offs shall comply with WSDOT Std. Spec. 1-07.23(1)
  - Flagger station shall be visible from sign W20-7A. Add an additional W20-7A if needed due to limited sight distance.
  - Allowable Closure Hours: Monday thru Thursday = 9am-3pm for shoulder closure
  - Holiday Impacts: No lane closures permitted between noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday.

- LEGEND**
- K TEMPORARY SIGN LOCATION
  - ⊙ TRAFFIC SAFETY DRUM
  - ⊞ TRANSPORTABLE ATTENUATOR

**Exhibit D GMB 1117 Page 24 of 26**

**Exhibit 'D' S1-19-12 Traffic Control Plan Page 2 of 2**

**APPROVED AS NOTED**  
TRAFFIC OPERATIONS

**NOTES**

NO ENCROACHMENT IN TRAVELED LANE IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.

DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20 (FT) O.C.

ALL SIGNS ARE BLACK ON ORANGE.

FILE NAME	PROJECT NO.	DATE	DESIGNED BY	CHECKED BY	PROJ. ENGR.	REGIONAL ADM.	REVISION	DATE	BY	DATE	PE STAMP BOX	DATE	PE STAMP BOX	DATE	PE STAMP BOX
<p>HUNTERS LANDING MARYSVILLE, WA</p> <p>TRAFFIC CONTROL PLAN</p>												<p>Washington State Department of Transportation</p>	<p>Plat 1 PAGE NO. C6</p> <p>SHEET 2 OF 2 SHEETS</p>		

# Pre-Construction Notification

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide requested information to below-designated WSDOT construction contacts prior to the beginning of construction. Use Alternate Contact or surface mail if phone or e-mail are no longer in effect. This form is NOT for maintenance work.

No work shall take place until the Utility has participated in the Pre-Construction conference.

Accommodation No.:	S1-19-12	State Route No	SR 9
Expiration Date:	N/A	From Mile Post:	18.71
WO/Charge Code:	Hunter's Landing / MT0595 GRP ( To Mile Post:		18.71

## WSDOT Construction Contacts

### WSDOT Inspector (notify at least five (5) days prior to starting work)

NW Local Agency & Development Services Office  
 15700 Dayton Ave. N.  
 PO BOX 330310, MS 82-240  
 Seattle, WA 98133-9710

NAME: Michael Gallop  
 TITLE: WSDOT Inspector  
 PHONE: 206-440-4913/206-940-2736  
 E-MAIL: GALLOPM@wsdot.wa.gov

### WSDOT Traffic Control (notify at least five (5) days prior to starting work)

Construction Traffic Coordination Office  
 15700 Dayton Ave. N.  
 P.O. BOX 330310, NB82-125  
 Seattle, WA 98133-9710

NAME: Ken Seguin  
 TITLE: WSDOT NWR CTCO Engineer  
 PHONE: 206-440-4454  
 E-MAIL: SEGUINK@wsdot.wa.gov

## Construction Contacts and Schedule

Anticipated Start Date:

Estimated Duration:

### Permit/Franchise Holder

Pacific Ridge-DHR

COMPANY

NAME:

TITLE:

STREET ADDRESS

PHONE:

CITY, STATE ZIP

E-MAIL:

OFFICE PHONE

### Contractor

COMPANY

NAME:

TITLE:

STREET ADDRESS

PHONE:

CITY, STATE ZIP

E-MAIL:

OFFICE PHONE

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START CONSTRUCTION ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

**Exhibit D**  
 GMB 1117  
 Page 25 of 26

S1-19-12  
 EXHIBIT 'E'  
 PAGE 1 OF 1

S1-19-12

NEW INSTALLATION ONLY



# Maintenance Notification

Update and re-use this form as needed for in-kind repair or replacement of EXISTING primary and secondary facilities associated with the referenced utility permit or franchise number ONLY. Maintenance activities are subject to the general and special provisions of the referenced utility permit or franchise, a WSDOT-approved, site-specific Traffic Control Plan, and submittal of this Notification Form.

This form does NOT apply if there will be an upgrade, change in capacity, location/route, appurtenances, or subcontracted/ outsourced work. Please call the NW Region Utilities Office if you have questions.

No work shall take place until the Utility has received written or verbal authorization from WSDOT to proceed.

Accommodation No.	S1-19-12	State Route No:	SR 9
Expiration Date:	N/A	From Mile Post:	18.71
WO/Charge Code:	Hunter's Landing / MT0595 GRP 01	To Mile Post:	18.71

In accordance with Washington State Department of Transportation (WSDOT) Special Provisions for Permits and Franchises, provide the project information below to the following WSDOT representative ten (10) working days prior to the beginning of construction. Use Alternate Contact or surface mail if phone or e-mail are no longer in effect.

<b>WSDOT NW REGION UTILITIES</b> 15700 DAYTON AVE. N., NB82-113 P.O. BOX 330310 SEATTLE, WA 98133-9710	<b>Contact:</b> Khoi Pham <b>Phone:</b> 206-440-4130 <b>E-Mail:</b> <a href="mailto:PHAMK@wsdot.wa.gov">PHAMK@wsdot.wa.gov</a> <b>Alt. Contact:</b> NWR Utilities Office <b>Alt. Phone:</b> 206.440.4120
---	--

## Provide Description of Work Activity

Anticipated Start Date: \_\_\_\_\_ Estimated Duration: \_\_\_\_\_

## Provide Utility Contacts

### Permit/Franchise Holder

Pacific Ridge-DHR COMPANY	CONTACT NAME: _____
STREET ADDRESS	TITLE: _____
CITY, STATE ZIP	PHONE: _____
OFFICE PHONE	E-MAIL: _____

### Contractor

COMPANY	CONTACT NAME: _____
STREET ADDRESS	TITLE: _____
CITY, STATE ZIP	PHONE: _____
OFFICE PHONE	E-MAIL: _____

## WSDOT Authorization

NWR UTILITIES OFFICE	SIGNATURE: _____
TITLE	DATE: _____

THE PERMIT/FRANCHISE HOLDER OR THEIR REPRESENTATIVE SHALL NOTIFY NORTHWEST REGION UTILITIES IMMEDIATELY IF THEY ARE UNABLE TO START WORK ON THE DATE INDICATED ABOVE. FAILURE TO PROVIDE NOTIFICATION MAY RESULT IN INSPECTION CHARGES BEING INCURRED.

Exhibit D GMB 1117 Page 26 of 26

S1-19-12 EXHIBIT 'F' PAGE 1 OF 1



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Shelli Edwards, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplemental Agreement No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the Wastewater Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements Project

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with BHC Consultants, LLC for the Wastewater Treatment Plant Near Term Tertiary Treatment Improvements Project.

**SUMMARY:**

On March 8, 2021, Council authorized the Mayor to execute a Professional Services Agreement (PSA) with BHC Consultants, LLC, to provide design and bid support for the Wastewater Treatment Plant (WWTP) Near Term Tertiary Treatment Improvements project.

This Supplemental Agreement No. 1 to the PSA will retain the design consultant to support the City's construction management team as it oversees construction of the project.

Specifically, this will include project management and quality control, coordination of preconstruction activities, review of submittals, requests for information, change orders and force account, preparation of field memoranda and clarification letters, attend site visits and meetings, geotechnical support, startup assistance, operations and maintenance manual update and complete record drawings.

The total estimated cost for this additional work, as negotiated, is \$174,725, yielding a new contract total of \$431,780. In addition to scope revisions, the supplement provides for a time extension through June 30, 2024.

---

**ATTACHMENTS:**

[PSA\\_SuppSF\\_BHC.docx](#)

[Exhibit A-1.pdf](#)

[Fee.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BHC CONSULTANTS, LLC**

**THIS SUPPLEMENTAL AGREEMENT NO. 1** (“Supplemental Agreement No. 1”) 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 Washington State LLC (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Design Services for the WWTP Near Term Tertiary Treatment Improvements (the “Original Agreement”), said Original Agreement being dated [March] [9], [2021]; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for Construction Support Services for the WWTP Near Term Tertiary Treatment Improvements 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 replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, 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 June 30, 2024.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$174,725 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$431,780 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	\$257,055.00
Supplemental Agreement No.1	\$174,725.00
Grand Total	\$431,780.00

4. Each and every provision of the Original Agreement for Professional Services dated March 9, 2021, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BHC CONSULTANTS, LLC

By \_\_\_\_\_  
[Name]  
Its: [Title]

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

## EXHIBIT A

### City of Marysville WWTP Near Term Tertiary Treatment Improvement Project Services During Construction Scope of Work 10/20/2022

#### Statement of Understanding

The City of Marysville's (City's) wastewater treatment plant (WWTP) currently uses sand filtration to remove remaining solids from lagoon effluent prior to disinfection and discharge to Port Gardner Bay via the marine outfall shared with the City of Everett. In recent years, the sand filters have experienced significant clogging due to the presence of daphnia, which feed off algae present in the lagoon, and debris that is windblown or from aquatic/shoreline vegetation. Sand filter clogging has led to significant maintenance requirements, as well as difficulty in maintaining effluent total suspended solids (TSS) in compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit due to limited hydraulic throughput. The City retained BHC Consultants, LLC (BHC) to design near-term improvements for removal of daphnia and debris from the lagoon effluent. A band screen will be installed to remove debris and larger daphnia, and automatic strainers will be installed to remove the bulk of the remaining daphnia prior to filtration. The strainers are sized to treat the average dry weather flow, which is when daphnia are most persistent. This Scope of Work is to assist the City during construction of the project as indicated in the tasks listed herein.

#### Schedule

Construction of the project is expected to take 260 working days, equal to about 13 months with holidays and some allowance for time extension. It is anticipated that BHC will complete post-construction requirements (record drawings and O&M manual update) within 3 months from final completion of the project, for a total project duration of about 16 months.

#### Budget

The budget for this Scope of Work is \$174,725. Compensation will be on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City.

Since the exact level of effort required and the issues that may arise during construction are not known at this time, the Scope of Work herein describes tasks commonly associated with engineering services during construction for this type of project. The budget is reflective of this Scope of Work and previous experience regarding level of effort on similar projects. However, the Contractor's experience and level of performance can substantially impact the effort required for these tasks. Effort may be required that exceeds the estimated budget amount. BHC will monitor the budget and immediately notify the City if the level of effort required is exceeding the budgeted effort.

#### Scope of Work

Tasks for the Scope of Work include the following:

##### Task 1 – Project Management and Quality Control

BHC will setup the project in their accounting system, prepare monthly invoices, prepare a subconsultant contract for the geotechnical subconsultant (Landau Associates), coordinate efforts of the BHC project team, and regularly communicate and coordinate with the City.

Receivables:

- None.



Deliverables:

- Invoices.

### **Task 2 – Preconstruction Activities**

Three personnel from BHC will attend a virtual online preconstruction meeting. Optionally, one personnel from BHC could attend an in-person preconstruction meeting. BHC will prepare an agenda for distribution to attendees. The duration of the meeting is assumed to be 2 hours. The City will prepare meeting notes.

BHC will incorporate addendum items into redline versions of the bid documents using Bluebeam. BHC will share these redlined documents with the City and Contractor as electronic PDF copies. A total of 8 hours has been allocated for this task.

Receivables:

- None.

Deliverables:

- Preconstruction meeting agenda and notes.
- PDF copy of conformed bid documents.

### **Task 3 – Review of Submittals**

BHC will review submittals related to Divisions 2 through 17. The City will review and prepare responses for Division 1 submittals pertaining to schedule updates, documentation of existing conditions, health and safety plan, progress payments, third-party testing qualifications, special inspection reports, manufacturer's affidavits, closeout documents, and record drawings. BHC will review and prepare responses in coordination with the City for Division 1 submittals pertaining to the initial project schedule, schedule of values, work plan, startup plan, and the initial operation and performance test reports. Additionally, BHC will review and prepare responses for other Division 1 submittals (e.g., O&M manuals, seismic calculations, etc.) and provide technical input to the City on special inspection reports if they do not meet the specified requirements. The level of effort budgeted is based on BHC review of eighty (80) original submittals averaging 3.5 hours based on a maximum resubmittal rate of up to 75 percent, which includes subsequent iterations of submittals (i.e., resubmittal of a resubmittal).

The City will be responsible for receiving, distributing, and tracking submittals from the Contractor, as well as distributing responses prepared by BHC. BHC will review the submittals concurrent with the City, coordinate and incorporate feedback from the City, and prepare the responses (except as noted above). Once the response is finalized, the City will update the submittal tracking log and distribute it to the Contractor.

Receivables:

- Submittals.
- City comments on submittals.
- Submittal tracking log.
- Responses to select submittals, as noted above.

Deliverables:

- Submittal responses, except as noted above.

#### **Task 4 – Requests for Information**

BHC will review RFIs and prepare a response, which incorporates feedback from the City when necessary. A total 75 hours has been allocated for this task, assuming 30 RFIs at 2.5 hours each.

The City will be responsible for receiving, distributing, and tracking RFIs from the Contractor, as well as distributing responses prepared by BHC. BHC will review the RFIs concurrent with the City, coordinate and incorporate input from the City, and prepare the responses. Once the response is finalized, the City will update the RFI tracking log and distribute it to the Contractor.

Receivables:

- RFIs.
- City input on RFIs.
- RFI tracking log.

Deliverables:

- RFI responses.

#### **Task 5 – Change Orders and Force Account**

Changes to the Contract will be initiated through a response to an RFI or a request for quote (RFQ). Where a response to an RFI requires a change, the Contractor will provide pricing for the change via a reply to the RFI response. Where the City desires to initiate a change, BHC will prepare a RFQ at the direction of the City to obtain pricing from the Contractor. BHC will assist the City with review of pricing and completeness of Contractor price proposals. After reviewing Contractor price proposals, the City will decide whether to proceed with a change and whether it will be performed under the force account or as a change order amendment to the Contract.

If a change is to be tracked under the force account, the City will include the necessary tracking information in their daily reports and reconcile this information with what is included in pay applications for force account work by the Contractor. The City will also be responsible for preparing the necessary documentation for approval and execution of changes under the force account.

If a change is to be included in a change order, the City will be responsible for preparing and executing the change order documentation. Individual change order items may be grouped into fewer executed change orders. The City will distribute the executed change order, track status of the change orders, completion of the work, and their inclusion in the pay applications.

BHC has budgeted 40 hours to prepare RFQs when requested by the City and review Contractor price proposals in reply to changes requested in RFI responses or RFQs.

Receivables:

- Change orders.
- Contractor price proposals.

Deliverables:

- RFQs.

#### **Task 6 – Field Memoranda and Clarification Letters**

BHC will prepare field memoranda or clarification letters to provide clarification to the Contractor on issues that do not affect Contract Time or Contract Price and did not originate from the Contractor with an RFI. Generally, clarification letters will be prepared for simple items and field memoranda for more detailed items. A total 24 hours has been

allocated for this task. BHC will submit drafts of field memoranda to the City for review prior to finalizing. The City will be responsible for distributing field memoranda and clarification letters to the Contractor.

Receivables:

- None.

Deliverables:

- Field memoranda.
- Clarification letters.

### **Task 7 – Site Visits and Meetings**

BHC will participate in site visits and meetings during construction as follows:

1. Progress Meetings: BHC's project manager will participate in progress meetings approximately once every other week. BHC's project manager will attend via teleconference. The City will prepare the meeting agenda and notes. The City will also provide adequate notice to BHC in the event that the date or time of a meeting must be changed or a meeting is to be cancelled. It is assumed that BHC's project manager will participate in twenty six (26) progress meetings during construction and each meeting will not exceed 1 hour in duration.
2. Technical Site Visits: Personnel from BHC will make periodic site visits to participate in construction observation when necessary or deal with specific construction issues that are time sensitive and cannot be resolved remotely. The duration of each technical site visit is assumed to be 2 hours. It is assumed that BHC will make up to six (6) technical site visits. Budget includes time for travel and a brief e-mail summary of observations and discussions.
3. Punch List Walkthrough: Up to three personnel from BHC will participate in a project walkthrough with the City following Substantial Completion to help determine items for the punch list. BHC will prepare the punch list with input from the City. It is assumed the punch list walkthrough will be 2 hours in duration, plus time for travel and preparation of the draft punch list.
4. Final Walkthrough: BHC's project manager will participate in a final walkthrough with the City to confirm that punch list items have been addressed. It is assumed the final walkthrough will be 2 hours in duration, plus time for travel and follow-up communications.

Receivables:

- Progress meeting agenda and notes.

Deliverables:

- Site visit e-mail summaries.
- Punch list.

### **Task 8 – Geotechnical Support**

As a subconsultant to BHC, Landau Associates will perform one site visit to observe subsurface conditions during excavation for the precast vault to confirm conditions are consistent with those found in the geotechnical exploration conducted during design and observe dewatering and shoring to confirm construction methods being employed comply with the project specifications. Landau Associates may conduct supplemental testing or provide revised recommendations should conditions differ significantly from those anticipated. Landau Associates will conduct two additional site visits to observe subgrade preparation prior to installation of the precast vault and placement of backfill around the precast vault for compliance with the specifications. Landau will provide input to the City inspector regarding ongoing observations during subsequent backfill placement. Landau Associates will also help BHC with review of the dewatering plan and provide technical input for response to RFIs, if necessary.

Receivables:

- None.

Deliverables:

- Revised recommendations, if applicable.

### **Task 9 – Startup Assistance**

BHC will provide technical assistance during startup of the equipment and integration with the overall operation of the WWTP. Twenty four (24) hours are budgeted to provide assistance during startup which may also involve additional site visits, travel time, meeting time, review of documents and preparation of correspondence.

Receivables:

- None.

Deliverables:

- None.

### **Task 10 – Operations and Maintenance Manual Update**

BHC will update the current WWTP Operations and Maintenance (O&M) Manual in compliance with WAC 173-240-080 to reflect the new lagoon effluent screening and automatic straining systems. BHC will replace the current Section 3.8 “Central Area Hydraulics and Flow” with a new Section 3.8 “Lagoon Effluent Screening and Straining”, which will incorporate and update applicable portions of the current Section 3.8. BHC will also update the plant schematic, design criteria, hydraulic profile, descriptions, and table of routing O&M tasks in Chapter 1; Section 3.1 “Electrical and Control Systems”; Section 3.5 “Flow Measurement”; Section 4.2 “Plant Water Systems”; and the list of O&M manuals and warranties/guarantees in Appendix D. A draft of the updated document will be provided to the City for review. BHC will incorporate City comments and prepare a final O&M manual update. A total of 64 hours has been allocated for this task.

Receivables:

- Comments on Draft O&M Manual update.

Deliverables:

- Draft O&M Manual update.
- Final O&M Manual update.

### **Task 11 – Record Drawings**

BHC will prepare record drawings in AutoCAD and provide an electronic copy of the AutoCAD files and an electronic PDF copy of the drawings. BHC will also provide up to two (2) full-size and half-size hard copies of the record drawings. Record drawings will be prepared based on redline markups provided by the Contractor. BHC will review the redline markups to verify known changes from RFIs and change orders are reflected. Effort is budgeted based on an average of 1.5 hours per sheet for engineering time and 2.5 hours per sheet for CAD time.

Receivables:

- Contractor as-built markups.

Deliverables:

- Record drawing AutoCAD files.
- Record drawing PDF copies.

- Record drawing full-size and half-size hard copies.

## City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work:

- Prepare the construction quality assurance plan (CQAP).
- Distribute conformed bid documents.
- Issue Notice-to-Proceed to the Contractor.
- Provide input on submittals and RFIs within sufficient time to allow providing a response to the Contractor within the specified time.
- Receive, distribute, and track submittals and RFIs.
- Distribute responses to submittals and RFIs.
- Review and prepare responses to submittals for schedule updates, documentation of existing conditions, health and safety plan, progress payments, third-party testing qualifications, special inspection reports, manufacturer's affidavits, closeout documents, and record drawings.
- Review RFQs prior to distribution to the Contractor.
- Prepare and execute documentation for change orders and force account work.
- Participate in and lead progress meetings, including preparation of agenda and notes.
- Participate in the preconstruction meeting, punch list walkthrough, and final walkthrough.
- Prepare notes for the pre-construction meeting.
- Review and provide input on the punch list.
- Coordinate WWTP staff and operational changes to facilitate shutdowns, testing, and startup activities.
- Review draft O&M manual update.
- Observe and document construction activities and prepare daily reports.
- Observe testing and startup activities.
- Coordinate scheduling of training sessions with the Contractor.
- Periodically check as-built markups.
- Monitor and track force account work.
- Ensure Contractor coordination on special inspections and permit inspections.
- Review Contractor pay applications.
- Submit favorably reviewed shop drawings for the electrical shelter as a deferred submittal and obtain the building permit for this structure.
- Pay or waive permit fees.
- Issue notifications of Substantial Completion and Final Completion to the Contractor.
- Ensure Contractor has submitted all closeout documents.
- Collect and organize project files for archiving.
- Communication and coordination with Ecology, including submitting the work plan prepared by the Contractor to Ecology prior to start of physical work.

## Exclusions

The following items are excluded from this Scope of Work, but can be added via amendment to the original agreement or included in a future Scope of Work if the City so desires:

- Hard copies of deliverables, except record drawings as indicated herein.
- Site visits or meetings beyond those identified in the Scope of Work.
- Preparation of meeting notes.
- Permitting assistance.
- Environmental reviews.
- Surveying and utility potholing.
- Condition assessments.
- Shoring or dewatering design.
- Geotechnical services beyond what is budgeted.

- Programming services.
- Electrical testing.
- Preparation of the specified Work Plan, which will be by the Contractor as specified.
- O&M manual updates beyond those indicated herein.
- Construction observation, which shall be provided by the City.
- Quality assurance testing and inspections, which shall be by a third-party hired by the City.
- Stormwater Pollution Prevention Plan. The area of disturbance is below the one-acre threshold.



**WWTP Near Term Tertiary Treatment Improvements SDC**

10/20/2022

Task No.	Task Description	Project Manager		Electrical Engineer		Structural Engineer		Staff Engineer		CAD Drafter		Project Admin		Clerical/WP		Subconsultant	Total	
		\$240 Giese		\$220 Palmatier		\$235 Franco		\$145 Bryant/Krishnamurthy		\$130		\$125 Coughlin		\$120 Sifferman		(w/ 10% markup)	Hours	Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
1	Project Management	48	\$11,520		\$0		\$0		\$0		\$0	21	\$2,625		\$0		69	\$14,145
2	Preconstruction Activities	5	\$1,200	2	\$440		\$0	8	\$1,160		\$0		\$0		\$0		15	\$2,800
3	Review of Submittals	106	\$25,440	71	\$15,620	44	\$10,340	53	\$7,685		\$0		\$0		\$0		274	\$59,085
4	Requests for Information	30	\$7,200	18	\$3,960	18	\$4,230	9	\$1,305		\$0		\$0		\$0		75	\$16,695
5	Change Orders and Force Account	16	\$3,840	8	\$1,760	8	\$1,880	8	\$1,160		\$0		\$0		\$0		40	\$8,640
6	Field Memoranda and Clarification Letters	12	\$2,880	4	\$880	4	\$940	4	\$580		\$0		\$0		\$0		24	\$5,280
7	Site Visits and Meetings	51	\$12,240	17	\$3,740	6	\$1,410	11	\$1,595		\$0		\$0		\$0		85	\$18,985
8	Geotechnical Support	2	\$480		\$0		\$0		\$0		\$0		\$0		\$0	\$7,480	2	\$7,960
9	Startup Assistance	8	\$1,920	8	\$1,760		\$0	8	\$1,160		\$0		\$0		\$0		24	\$4,840
10	Operations and Maintenance Manual Update	12	\$2,880		\$0		\$0	36	\$5,220	12	\$1,560		\$0	4	\$480		64	\$10,140
11	Record Drawings	8	\$1,920	20	\$4,400	6	\$1,410	27	\$3,915	103	\$13,390		\$0		\$0		164	\$25,035
<b>Subtotal Labor</b>		<b>298</b>	<b>\$71,520</b>	<b>148</b>	<b>\$32,560</b>	<b>86</b>	<b>\$20,210</b>	<b>164</b>	<b>\$23,780</b>	<b>115</b>	<b>\$14,950</b>	<b>21</b>	<b>\$2,625</b>	<b>4</b>	<b>\$480</b>	<b>\$7,480</b>	<b>836</b>	<b>\$173,605</b>
	Mileage @ \$0.625 per mile																	\$881
	Drawing Reproductions																	\$189
	Mailings, Misc.																	\$50
<b>Subtotal Other Direct Costs</b>																		<b>\$1,120</b>
<b>TOTAL</b>																		<b>\$174,725</b>



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Jon Walker, Legal

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** **Ordinance** Amending Chapter 2.04 of the Municipal Code to Update Location of Council Meetings

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_.

**SUMMARY:** With the move to the new city hall at 501 Delta Avenue, chapter 2.04 of the municipal code needs to be amended to reflect the new location.

**ATTACHMENTS:**  
[Ordinance - Amending location of council meetings.docx](#)

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 2.04 OF THE MUNICIPAL CODE IN REGARD TO THE LOCATION OF COUNCIL MEETINGS.**

WHEREAS, the location of city council meetings is set forth in chapter 2.04 of the municipal code; and

WHEREAS, the Marysville city hall is being relocated to 501 Delta Avenue in Marysville; and

WHEREAS, chapter 2.04 of the municipal code should be amended to reflect the location of council meetings.

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

SECTION 1. Chapter 2.04 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 4. 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 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

## **2.04.010 When meetings held.**

(1) The Marysville city council shall hold regular public meetings on the first, second, and fourth Mondays of each month commencing at 7:00 p.m. The meeting on the first Monday of each month shall be a workshop. If there is no business for which a workshop is needed, the workshop meeting may be canceled. Provided, the city council shall not hold meetings during the month of August and on the third and fourth Mondays of December each year. Meetings shall be held in the council chambers at 501 Delta Avenue in Marysville.

(2) Special meetings may be called by the mayor or any four of the council by written notice delivered to each member of the council at least 24 hours before the time specified for the proposed meeting. Notice will be given as provided in the council's procedures adopted by resolution.

(3) The city council shall adjourn all meetings at or before 11:00 p.m., except that all workshop meetings shall be adjourned at or before 9:30 p.m.; provided, however, the adjournment time for all meetings may be extended to a later time certain upon approval of a motion by a council member.

(4) The Marysville fire district board of directors, of which four directors will be city council members, shall hold regular public meetings on the first and third Wednesdays of each month commencing at 7:00 p.m. Meetings shall be held in the council chambers at 501 Delta Avenue in Marysville.

(5) All council meetings shall be open to the public except as permitted by Chapter 42.30 RCW.

## **2.04.020 Where meetings held.**

The regular meetings of the city council shall be held in the city council chambers located on the second floor of City Hall, 501 Delta Avenue, Marysville, Washington; provided, that the city council may adjourn from time to time to meet at any other publicly announced place.

## **2.04.030 State and federal holidays.**

If at any time any regular meeting of the city council falls on an officially recognized state or federal holiday, such regular meeting shall be held on the next business day, and no special notice of such meeting need be given.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** October 24, 2022

**SUBMITTED BY:** Jon Walker, Legal

**ITEM TYPE:** Resolution

**AGENDA SECTION:** **New Business**

**SUBJECT:** **Resolution** Amending Council Procedures to Update Location of Council Meetings

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Resolution No.\_\_\_\_.

**SUMMARY:** With the move to the new city hall at 501 Delta Avenue, the Council's procedures need to be amended to reflect the new location.

---

**ATTACHMENTS:**  
[Council Procedures Resolution- 10-24-22.docx](#)



CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATED TO PROCEDURES FOR THE CONDUCT OF BUSINESS AT COUNCIL MEETINGS, AND REPEALING RESOLUTION NO. 2461.**

WHEREAS, RCW 35A.12.120 gives the City Council the power to establish rules of conduct for their meetings; and

WHEREAS, the Council has reviewed its current procedures and determined that they should be changed due to changed circumstances; and

WHEREAS, a comprehensive procedure for Council Meetings will provide the most expedient means of conducting Council Meetings; and

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

The following shall be the rules of conduct for all regular and special meetings of the Marysville City Council.

- I) **General:** These rules constitute the official rules for the conduct of business by Marysville City Council. For all points of order which are not covered by these rules, the chair of the meeting shall decide unless the majority of the Council disagrees, in which case the Council shall be guided by *Robert's Rules of Order Newly Revised*.
  - A) **Censure.** Councilmembers must deport themselves in a manner that protects the institutional integrity of the Marysville City Council, its proceedings, and its reputation and instills public confidence in the Council's decision making process.
    - 1) Any City Councilmember may bring a motion for a censure hearing if he or she has evidence that forms a reasonable basis to believe that another Councilmember has acted in a manner that demonstrates contempt for the institution of the City Council or discredits the City Council. The motion must cite specific facts forming the basis for the belief and may be in writing. The Mayor shall not vote on a motion for a censure hearing.
    - 2) If such motion receives a second and is approved by a majority of Councilmembers present, a hearing will be held at the next regular Council meeting or at such other regular or special Council meeting as the Council decides. The accused member shall be afforded sufficient time to defend against the accusation.

3) The hearing will be held in executive session unless the accused Councilmember requests that the hearing be public. The Council shall determine the rules to govern the hearing, but will provide the accused Councilmember the right to present and rebut evidence. At the conclusion of the hearing the Council will reconvene in open session.

4) If the evidence presented at the hearing showed that the Councilmember acted in a manner that demonstrated contempt for the City Council or brought discredit on the City, any Councilmember may move that a resolution of censure be prepared. At least five Councilmembers must vote in favor of the motion to prepare a resolution of censure or the motion fails. Alternatively, if the evidence showed that the Councilmember did not act in a manner deserving of censure, any Councilmember may move to exonerate the accused Councilmember following the hearing. A motion to exonerate may be approved by a majority of Councilmembers present. The Mayor shall not vote on a motion to prepare a resolution of censure or a motion to exonerate.

5) If the Council votes to prepare a resolution of censure, such a resolution will be prepared reciting the facts that support the censure of the Councilmember. The accused Councilmember will be directed to appear at a future Council meeting at which meeting the resolution will be considered. At least five Councilmembers must vote in favor of a resolution of censure or the resolution fails. If the resolution is approved, it shall be read publicly, and the Councilmember shall not make any statement in support of, or in opposition thereto, or in mitigation thereof. The resolution of censure shall be read at the time it is scheduled whether or not the Councilmember appears as required.

## II) **Organization:**

- A) **Swearing in of New Councilmembers.** Newly elected Councilmembers shall be sworn in as provided by state law.
- B) **Mayor Pro Tem.** The Council shall elect a Mayor Pro Tem for a term of two years. In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor. In the event the Mayor Pro Tem is unable for any reason to serve the entire term, a new Mayor Pro Tem shall be elected at the next Regular Meeting. If both the Mayor and the Mayor Pro Tem are absent from a meeting, one of the Councilmembers will be appointed by motion to preside over the meeting. The Mayor Pro Tem may also be known and referred to as the "Council President".
- C) **Quorum.** At all Council Meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess or adjourn.
- D) **Attendance and Excused Absences.**

- 1) Councilmembers. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive Regular Meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor; or, if the Mayor is not available, the Council President, or the Chief Administrative Officer, or City Clerk, who shall convey the message to the Mayor. Following roll call, the presiding officer shall inform the Council of the member's absence and state the reason for such absence and shall entertain a motion to excuse.

The Council may give consideration to approval of an extended absence for matters that are beyond the reasonable control of the Councilmember such as for a serious illness, by entertaining a motion to excuse.

- 2) City Clerk. The Clerk or other authorized person shall attend all Council Meetings to serve as clerk and to keep a record of the proceedings. If the Clerk and the Deputy Clerk are absent from any Council Meeting, then the Mayor shall ask the Chief Administrative Officer to appoint a member of the staff to act as Clerk for that meeting.

E) Decorum.

- 1) Right to Eject. While the Council is in session, both the members and the public must preserve order and decorum, and shall neither, by conversation or otherwise, delay or interrupt the meeting or the peace of the Council, nor disrupt any member while speaking or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, shall be asked to leave by the Presiding Officer and shall be escorted from the Council Chambers.
- 2) Hearings. Whenever the Council is conducting a public hearing on a quasi-judicial matter, such hearings must not only be fair, but must be free from even the appearance of unfairness. Therefore, in their consideration of such matters Council members shall:
  - (a) Avoid any ex parte contact with the individual or property owner whose rights are under consideration;
  - (b) Avoid any public or private statements in advance of a scheduled hearing that would suggest that the Councilmember has decided the issue before the hearing.
- 3) Ex parte Communication. Consistent with RCW 42 .36.060, if any Councilmember has had ex parte communications with opponents or proponents with respect to a quasi-judicial matter, that Council member must disassociate him/herself from the proceedings, unless:
  - (a) That Council member places on the record the substance of any written or oral ex parte communications concerning of the action; and

- (b) The Presiding Officer makes a public announcement providing for an opportunity for any party to rebut the substance of the ex parte communication.
  - 4) Conflict of Interest. Councilmembers that disassociate themselves from participating in a public hearing due to the application of the Appearance of Fairness Doctrine or a conflict of interest, shall leave the Council Chambers.
- F) Voting.
- 1) Method. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice; except that at the request of any Councilmember or the Mayor, a roll call vote shall be taken by the Mayor.
  - 2) Tie Vote. In case of a tie vote on any proposal, the proposal shall be considered lost. This shall not prevent the Mayor from breaking a tie vote as provided by law.
  - 3) General. Each Councilmember shall vote on all questions put to the Council, unless a conflict of interest or an appearance of fairness question under state law is present. Unless a member of the Council states that he or she is abstaining, his or her silence shall be recorded as an affirmative vote.
  - 4) Reconsideration. Any Council member who was absent from a meeting or any Councilmember who voted on the prevailing side of a motion may move for reconsideration of a matter when all Councilmembers are present.
- G) Adjournment. Regular Council meetings (including any executive sessions) shall adjourn at or before 11:00 p.m.; except the time may be extended to a later time certain upon approval of a motion by a Councilmember.

### III) Officers:

- A) Presiding Officers. The Mayor, or in his or her absence the Mayor Pro Tem, shall be the Presiding Officer of the Council. In the absence of both the Mayor and the Mayor Pro Tem, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.
- B) Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:
  - 1) Call the meeting to order.
  - 2) Keep the meeting to its order of business.
  - 3) Control discussion in an orderly manner by:
    - (a) Giving every Councilmember who wishes an opportunity to speak when recognized by the Chair;
    - (b) Permitting citizen comments at the appropriate times; and
    - (c) Requiring all speakers to speak to the question and to observe the rules of order.
  - 4) Decide all questions of order, subject to the provisions of Section I above.

- IV) **Committee Appointments:** With the Mayor Pro Tem acting as the lead, the Council shall make appointments of Councilmembers to all standing committees.
- V) **Council Meetings:**
- A) **Open to Public.** All Council Meetings shall comply with the requirements of the Open Meetings Act (RCW 42.30). All Meetings of the Council shall be open to the public. The City shall comply with the provisions of law regarding notice of public meetings.
- B) **Type of Meetings.**
- 1) **Regular Meetings.** The Council shall hold their regular meetings on the first, second, and fourth Mondays of the month commencing at 7:00 p.m. and adjourning not later than 11:00 p.m. unless extended by vote of the Council. Should any Monday fall on a legal holiday, all regular meetings shall be held at the same hour and place on the next working day.
- 2) **Workshops.** The Council shall hold workshop meetings on the first Monday of each month commencing at 7:00 p.m. Workshop meetings shall adjourn not later than 9:30 p.m. unless extended by vote of the Council. Except with the vote of a majority of Council, no public comment shall be received at such workshops. If there is no business for which a workshop is needed, the workshop meeting may be canceled. The Council may also hold workshops which shall be scheduled as a special meeting on such dates that work best with the schedules of the Mayor and a majority of the Council. These meetings will be informal meetings for the purpose of more prolonged discussion of issues and topics selected by the Council, Mayor or Chief Administrative Officer. Workshops may be held jointly with advisory Boards and Commissions to the Council or with other public entities.
- 3) **Special Meetings.** Special meetings may be called by the Mayor by communication via an e-mail with response required to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. If no response is received, the City will make reasonable attempts to contact the Councilmember by phone. Proper notice shall also be given to the news media. A special meeting may also be called by the Mayor upon the written request of any four members of the Council. The notice of a special meeting shall specify the time and place of the special meeting and the business to be transacted, and no final action shall be taken on any subject other than those specified in the notice. Where reasonable attempts have been made to give all Councilmembers notice of a special meeting, as provided above, such meeting may be held so long as a quorum is present.
- C) **Executive Sessions.**
- 1) **General.** The Council may hold Executive Sessions from which the public may be excluded, for the purposes set forth in RCW 42.30.110. Before convening an Executive Session, the Presiding Officer or designee shall announce the general purpose of the session, the anticipated time when the session will be concluded and

whether action will be taken on any item. Should the session require more time, a public announcement shall be made that the session is being extended.

- 2) Confidentiality. Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive Sessions. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure by State law or when it is subject to the attorney-client privilege.
  - 3) Ex parte Contact. If the Council, after Executive Session, has provided direction to City staff on proposed terms and conditions for City business, all contacts with any other party should be done by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the Mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the Mayor. Any Councilmember having any such contact or discussion needs to make full disclosure to the Mayor and/or Council in a timely manner.
- D) Meeting Place. Regular Council Meetings will be held at the City Hall at 501 Delta Avenue. Workshops and Special Meetings will usually be held at the same location, but may be held at other appropriate locations, with proper notice.
- E) Council Agenda.
- 1) Order of Business. No Legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting. The order of business for each Regular Meeting shall be ordinarily as follows unless modified by motion of Council:
    - (a) Call to Order
    - (b) Invocation/Pledge of Allegiance
    - (c) Roll Call
    - (d) Presentations
    - (e) Audience Participation
    - (f) Approval of Minutes
    - (g) Consent Agenda
    - (h) Review Bids
    - (i) Public Hearings
    - (j) New Business
    - (k) Legal
    - (l) Mayor's Business
    - (m) Staff Business
    - (n) Call on Councilmembers and Committee Reports
    - (o) Adjournment
    - (p) Executive Session
    - (q) Reconvene
    - (r) Adjournment



- 2) Placement of Matters on Agenda by Councilmembers. A Councilmember may propose to place a topic on an upcoming City Council Agenda in the form of a motion. A Councilmember may also fill out a Request Form if he or she wishes to have the subject placed on the Agenda for the making of a motion. The filling out of a Request Form will be used only to let the other Councilmembers know that a motion will be made to place the matter on an upcoming Agenda. If the motion receives a second, then a vote is taken. If the motion passes the Councilmember may then provide to the City Clerk (or designee) whatever information is pertinent to the subject. Such information will be included in the materials for the upcoming meeting. City staff may also provide information that would be useful to the Council in their deliberations. At times it may be necessary where an issue is complex to inform the Council that more time may be needed to prepare staff materials or that there may be some unanticipated costs in producing relevant information to the Council.
- 3) Consent Agenda. Matters shall be placed on the Consent Agenda which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely. The motion to adopt Consent Items shall be non-debatable and have the effect of moving to adopt all items. Prior to entertaining a motion to adopt the Consent Agenda the Mayor shall inquire whether there are any members of the audience who want to comment on any matter which is on the Consent Agenda. Any member of the Council shall have the right to remove any item. Therefore, under the item “Approve the Agenda Contents and Order,” the Mayor shall inquire if any Councilmembers wish an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Mayor shall place the item following the consent agenda for deliberation and possible action.
- 4) City Goals Meeting. A special meeting will be scheduled during the first quarter of each year with the agenda providing for a Council discussion of City goals for the ensuing year. The Council will request that the Mayor summarize the prior year’s accomplishments and present the goals of the Executive Office for the ensuing year to facilitate the Council’s discussion of this item.

VI) **Public Testimony and Comments:**

A) Oral and Written Comments.

- 1) General. The Council shall not take public comments at the Regular Meeting except for testimony given at a Public Hearing; provided that any person may speak under “Citizen Comments on items not on the Agenda” and on items on the agenda for which no public comment is planned for no more than three minutes. The three-minute limit may be extended by consensus of the Mayor and majority of the Council. If there is an item on the agenda on which a citizen wishes to comment, the citizen should ask during the “Citizen Comments on items not on the Agenda” period if the Council will allow comment on a particular item. The Mayor will decide, with

the concurrence of Council, whether comment will be allowed, and if so, it will be taken after the Staff presentation, but before Council action on that item.

- 2) Identification of Speakers. Persons testifying or providing comments shall identify themselves for the record as to name, address, and organization.
- 3) Time Limitations. Individuals will be allowed three (3) uninterrupted minutes to speak. Providing that all individuals are allowed to speak at the hearing, if time permits another three (3) minutes may be allowed for added comment. At the discretion of the Mayor, with the concurrence of Council, additional time for receipt of oral and written testimony may be allowed. The Clerk or Mayor shall be the timekeeper.

In cases where a representative is speaking on behalf of a group of persons who are present at the meeting, at the discretion of the Mayor, giving consideration to the issue at hand and the time available and with the concurrence of Council, part or all of the three minutes that each person in the group would have had to speak may be allocated to the representative of the group.

At a quasi-judicial hearing, the burden of proof generally lies with the applicant or appellant of the action before the Council. During the public testimony portion of the hearing, the applicant and the applicant's advisors will have the opportunity for rebuttal to opposing testimony.

- 4) Quasi-Judicial Items. A quasi-judicial action is an action of the Council which determines the legal rights, duties, or privileges of specific individuals or properties, such as rezones or plat approvals.

The order of business for a quasi-judicial hearing shall generally be as follows:

- (a) Appearance of Fairness Query
  - (b) Swearing in
  - (c) Staff presentation
  - (d) Board or Commission recommendation
  - (e) Applicant 's statement
  - (f) Council's questions of Staff, Commission, and Applicant
  - (g) Citizen 's testimony
  - (h) Rebuttal by Applicant
  - (i) Public testimony closed
  - (j) Council deliberation
  - (k) Council action
- 5) Written Comments. Written materials may be submitted to the Council at the Regular Meeting at which an issue is to be considered, however the Council may not be able to consider such written comments at that time. Written materials may also be filed with the City Clerk for Council consideration up to and including at the Regular Meeting.

- VII) **Periodic Review:** It is the intent of the City Council that council procedures be periodically reviewed as needed, and may be amended at any other time that the Council shall choose.
- VIII) **Effect/Waiver of Rules:** These rules of procedure are adopted for the sole benefit of the members of the Council and the Mayor to assist in the orderly conduct of Council business. These rules of procedure do not grant any right or privileges to specific members of the public. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act. The City Council may, by a majority vote, determine to temporarily waive or suspend any of the provisions herein.
- IX) **Repealer:** All prior practices, policies, rules or resolutions of the Council which are inconsistent with this resolution are hereby REPEALED. Resolution No. 2493 is hereby REPEALED for the reason that it is replaced by this resolution.

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