

Marysville City Council Work Session

October 5, 2020

7:00 p.m.

City Hall

PUBLIC NOTICE:

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

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Proclamation: Declaring October 2020 as Domestic Violence Awareness Month

B. Information to Address Council Questions from September 14th Snohomish Health District Presentation (no speaker)

C. Budget Workshop

Discussion Items

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

Consent

1. Approval of the September 23, 2020 Claims in the Amount of \$2,514,820.87 Paid by EFT Transactions and Check Numbers 143410 through 143533 with Check Number 142236 Voided

2. Approval of the September 30, 2020 Claims in the Amount of \$2,195,498.04 Paid by EFT Transactions and Check Numbers 143534 through 143635 with No Check Numbers Voided

Work Sessions are for City Council study and orientation – Public Input will be received at the October 12, 2020 City Council meeting.

October 5, 2020

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

City Hall

Review Bids

Public Hearings

New Business

3. Consider the Relinquishment of Slope Easement with Marysville School District for 67th Avenue Townhome Development and Record with the Snohomish County Auditor

4. Consider the Recovery Contract with Alexander Reed, LLC for the King's Creek Short Plat Water Utility Construction Costs

5. Consider the Recovery Contract with Alexander Reed, LLC for the King's Creek Short Plat Sewer Utility Construction Costs

7. Consider the Centennial Trail Lease Agreement with Washington State Department of Transportation

8. Consider the Buy/Sell Agreement with Mitigation Banking Services, LLC, for the Purchase of 1.289 Wetland Credits in the Amount of \$290,025.00, thereby mitigating unavoidable wetland impacts arising from the Centennial Trail Connector Project

9. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Commercial Permitted Uses, and Density and Dimensional Amendments

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Work Sessions are for City Council study and orientation – Public Input will be received at the October 12, 2020 City Council meeting.

Marysville City Council Work Session**October 5, 2020****7:00 p.m.****City Hall****Adjournment**

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

A



PROCLAMATION

Declaring October 2020 as Domestic Violence Awareness Month in Marysville

WHEREAS, domestic violence is widespread and affects more than 4 million Americans each year, and nearly three out of four Americans personally know someone who is or has been a victim of domestic violence; and

WHEREAS, domestic violence affects millions, both women and men, of every race, religion, culture, status and income level; and

WHEREAS, as victims suffer at the hands of a spouse or partner, it affects their children, families, and entire communities; and

WHEREAS, children who grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, Domestic Violence Services, a non-profit organization serving Snohomish County since 1976, provides emergency shelter and comprehensive, confidential services to all victims of domestic abuse, and is available 24/7 by calling 425-25-ABUSE;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim October 2020 as

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Marysville. I encourage all residents to learn more about preventing domestic violence and to show support for people and organizations who provide advocacy, services and assistance to victims and work together to eliminate domestic violence from our community.

Under my hand and seal this fifth day of October, 2020.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

B

Tina Brock

From: Shawn Frederick <sfrederick@snohd.org>
Sent: Friday, September 25, 2020 3:02 PM
To: Tina Brock
Cc: Linda Carl
Subject: [External!] City Council Meeting Follow-up
Attachments: DOH-BHimpactsCOVID.pdf; Schools_SHD Framework 20200910.pdf; Updated Recommendation for School_Sep 10.pdf; DecisionTree-K12schools FINAL 20200805.pdf

External Email Warning! Use caution before clicking links or opening attachments.

Hi Tina,

I hope you are well. I wanted to follow up with the Mayor and City Council on a few topics that were discussed during the meeting:

Suicide in the time of COVID-19: The questions was whether there has been an increase in suicides as a result of COVID-19. While official suicide data often lags, I've attached a study from DOH along with several references below:

The most recent often-quoted study
<https://wellbeingtrust.org/news/annual-deaths-due-to-alcohol-drugs-or-suicide-exceeded-150000-according-to-the-most-recent-data-and-could-get-worse-due-to-covid-19/>

Preventing suicide in the context of the COVID-19 pandemic
<https://onlinelibrary.wiley.com/doi/full/10.1002/wps.20767>

COVID-19 is Likely to Lead to an Increase in Suicides
<https://blogs.scientificamerican.com/observations/covid-19-is-likely-to-lead-to-an-increase-in-suicides/>

Schools: There was also a question regarding schools and re-opening. I've included guidance provided at the state and local levels to facilitate reopening gradually in serial increments spread 3 weeks apart over the coming months. See underlined portions of attached letter and table on p. 5 from statewide guidance.

Resuming the Safe Start Plan: Dr. Spitters and I had a call with the Secretary of Health and State Health Officers along with other LHJ administrators and Health Officers to discuss several topics one of those being the safe start plan. While there were no specific dates or timelines to move forward, the Secretary did voice concern over resuming prior to having more kids in school and potentially a timeline for vaccine distribution once one became available.

Hospital Capacity: Lastly, we continue to have good hospital capacity locally and monitor the status of the system routinely.

Please let me know if there are any additional questions.

Shawn

*Shawn Frederick, MBA | Administrative Officer |
3020 Rucker Ave Suite 306 | Everett, WA 98201-3900 | p: 425-339-8687 c: 425-760-4728
sfrederick@snohd.org*



Public Health: Always working for a safer & healthier Snohomish County

NOTICE: All emails and attachments sent to and from the Snohomish Health District are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

Statewide High-Level Analysis of Forecasted Behavioral Health Impacts from COVID-19

SUMMARY

Purpose

This document provides a brief overview of the potential statewide, behavioral health impacts from COVID-19. The intent of this document is to communicate the potential impacts of the outbreak to response planners and behavioral health organizations, public and private, so they can adequately prepare.

Bottom Line Up Front

- The COVID-19 pandemic is considered a ‘natural disaster’ and as such, this document is heavily informed by research on disaster recovery and response.
- The behavioral health impacts from the COVID-19 outbreak and related government actions have to-date caused a surge in behavioral health symptoms across the state, which is a trend likely to continue. This surge will present differently based on the stage of the pandemic, the effectiveness of the overall response effort, and the populations being impacted. A second or third pandemic wave will dramatically change this forecast, as outlined in the scenarios that follow. This forecast will be updated monthly to reflect changes in baseline data.
- Ongoing behavioral health impacts in Washington will likely be seen in phases, peaking around 6-9 months post initial-outbreak.^{1,2} This will likely coincide with a potential second wave of infections, in a pattern consistent with previous pandemics.

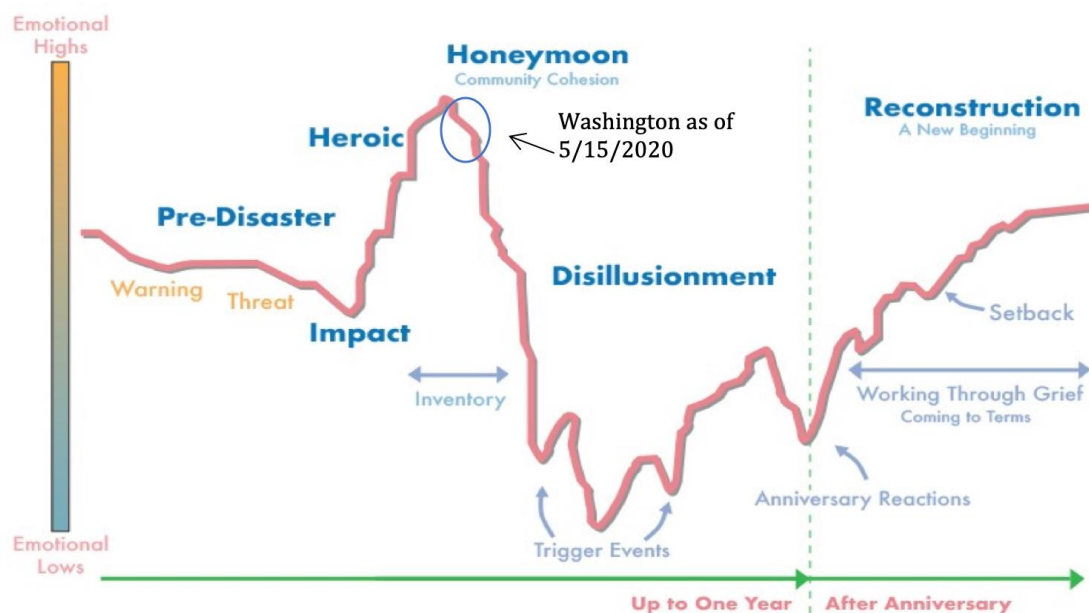
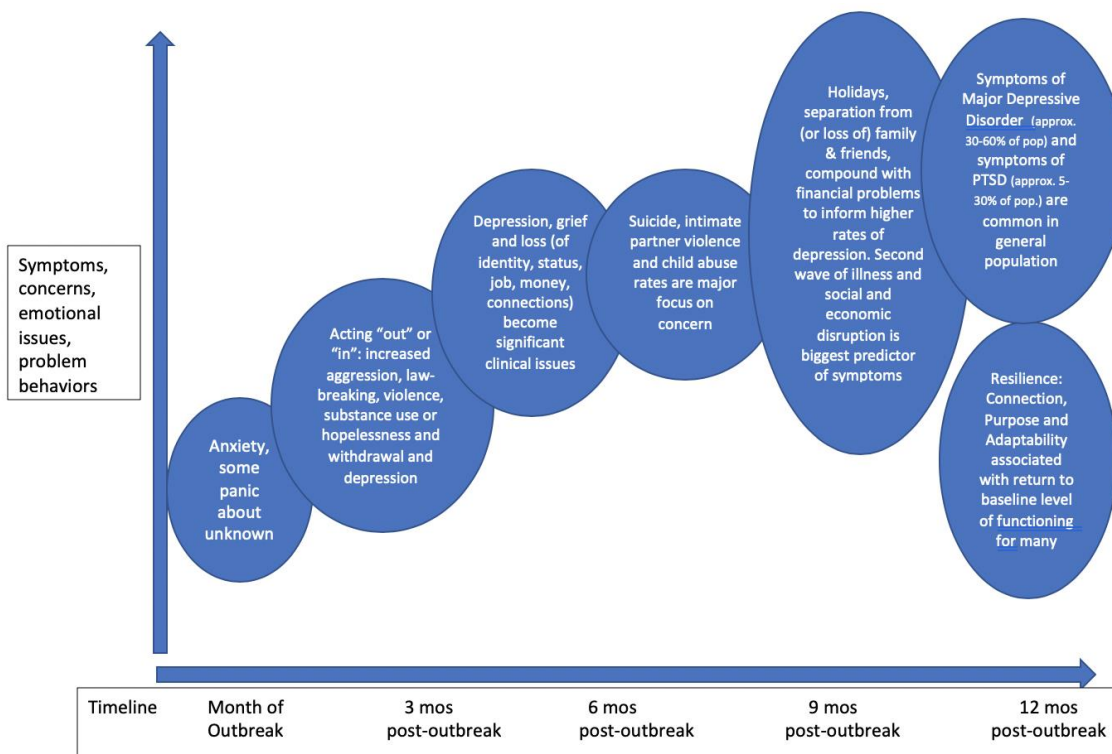


Figure 1. Reactions and Behavioral Symptoms in Disasters: SAMHSA

<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>

Initial Forecast of Behavioral Health Symptoms (Without Additional Waves)



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic

Figure 2.

- In Washington, the highest risk of suicide will likely occur between October and December 2020. This is consistent with known cycles of disaster response patterns. Seasonal affective disorder exacerbates mental health challenges at that time of year due to increased hours of darkness and inclement weather, as does the occurrence of winter holidays, which are often an emotionally and financially difficult time of year for many people.
- Outreach and support strategies need to be tailored based on the current phase of the incident and the target population. Resources exist to inform outreach and support strategies. Additional resources to support these efforts are currently under development.
- Efforts should focus on activating/augmenting existing community supports to increase social connections, which reduces behavioral health symptoms, and encouraging active coping skills among target audiences.
- An eventual return to baseline levels of functioning for **many** people should occur around 12-14 months post-initial outbreak, **assuming that the potential second wave of the pandemic is stabilized by that time, in terms of both social and economic disruptions, and a sense of the “new normal” is underway.**

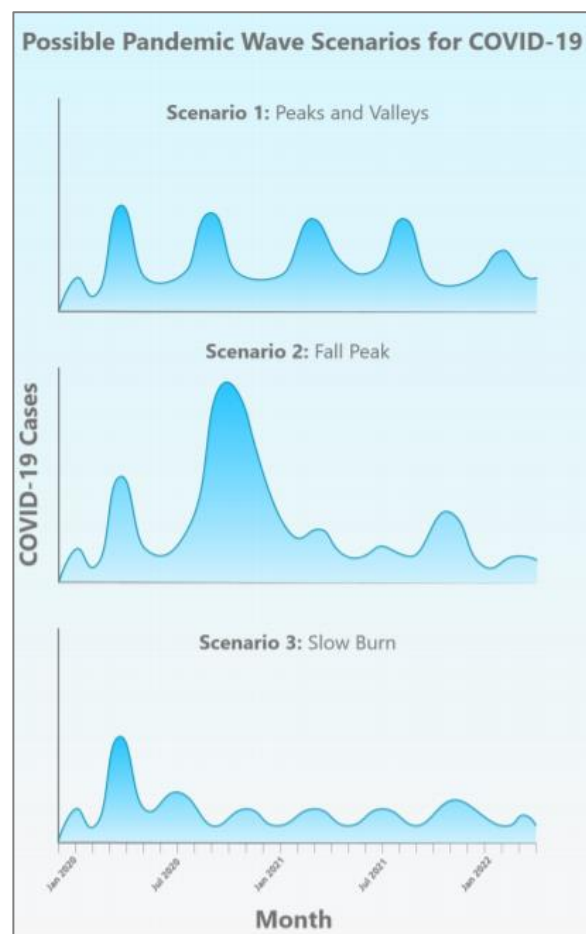
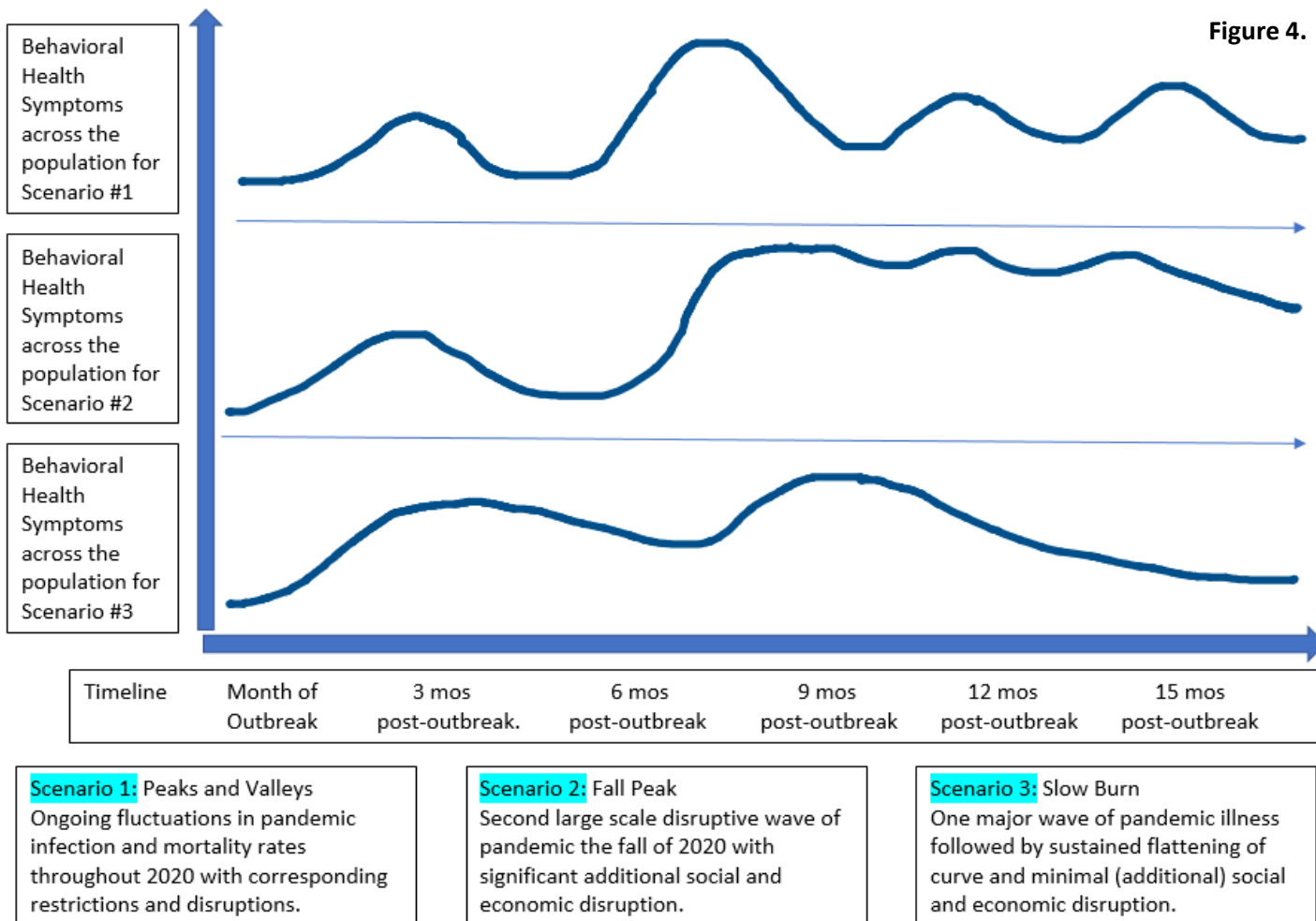


Figure 3.

- There are three different scenarios for the future of the COVID-19 pandemic as we move into summer and fall, some of which are consistent with what occurred during past influenza pandemics (see Figure 3).³ The behavioral health symptom projections that follow are based on the different scenarios and their corresponding behavioral health impacts.

Forecasted Behavioral Health Symptoms, Based on COVID-19 Wave Scenarios



Key Things to Know

What sort of impacts are we expecting?

- Approximately 650,000 Washingtonians were receiving treatment for behavioral health needs prior to the COVID19 outbreak.
- Approximately 700,000 Washingtonians have mental health concerns, but were NOT receiving services prior to the outbreak.
- Approximately 10% to 33% of individuals experience symptoms of acute stress (such as negative thoughts, sadness, intrusive dreams or memories, avoidance, insomnia or hypersomnia, headaches & stomach aches) within one month after the impact phase of a disaster or critical incident. In Washington, for the Puget Sound area specifically, that timeline begins mid-March 2020.^{4,5,6}
- While Only 4% to 6% of people typically develop symptoms of PTSD after a disaster (equivalent to 380,000 individuals in Washington), *this number can vary quite a bit depending on the type of disaster*, and is often higher amongst first responders and medical personnel if the disaster is more chronic, widespread, children are hurt or injured, and burnout is likely.^{5,6,6}

- Rates of PTSD have been much higher (10-35%) in some places more directly impacted by a critical incident (NYC on 9/11).⁷ We are anticipating that although rates of PTSD may not reach such critical levels in Washington State, **rates of depression are likely to be much higher (perhaps 30-60% of the general population, which is equivalent to 2.25 million to 4.5 million people in Washington State⁷) due to the chronic and ongoing social and economic disruption in people's lives as a result of the COVID-19 pandemic.** This is a much higher rate than is typical after a 'natural disaster' where there is a single impact point in time.
- A significant number of COVID-19 positive individuals require critical care, a trend consistent across China (7-26% of cases), Italy (5-12%), and the United States (5-12%).⁸ Of those individual receiving critical care, up to 75% also require mechanical ventilation.^{9,10} Current literature reports the prevalence rate of PTSD in patients post-mechanical ventilation is 10% to 30%.^{11,12,13}
- For Washington State, where mortality rates are so strongly related to nursing homes, and the vast majority of people in the general population have not been directly threatened by the illness itself, behavioral health concerns are much more anchored in changes in lifestyle, fears about the unknown, financial worries, loss of income or livelihood, and loss of connection with others.
- **Impact of Unemployment:** Suicide rates are highly influenced by unemployment rates.^{14,15,16} For every percentage point increase in unemployment rates (i.e., 1%), there is a 1.6% increase in suicide rates.¹⁵ In Washington, approximately 1,283 people die from suicide annually. If unemployment rates increase by 5% (rates similar to the Great Recession in the late 2000's), that means we will see approximately 103 additional people die by suicide.¹⁶ If unemployment increases by 20% (rates similar to the Great Depression in the 1930's), that's approximately 412 additional people who will die by suicide in Washington.
- **Approximately half of the individuals who experience a behavioral health diagnosis will develop a substance-related disorder, and vice versa.**¹⁷
 - As a result, we can expect substance-related symptoms and disorders to increase as behavioral health symptoms and disorders increase.
- During disasters, individuals may have difficulty accessing their prescribed medication, which could lead them to seek alternatives. Relatedly, quarantine policies mean that peer support groups for both substance-related disorders and behavioral health disorders are inaccessible via traditional means.
 - Healthcare providers should anticipate an increase in substance-use as a possible disaster reaction, and should suggest both healthy alternatives for coping, and sources of support.
- Based on population data for Washington, and known cycles of common psychological responses to disasters, **we can reasonably expect that between TWO to THREE MILLION Washingtonians will experience behavioral health symptoms over the next three to six months. Symptoms of depression will likely be the most common, followed by anxiety and acute stress.** These symptoms will likely be strong enough to cause significant distress or impairment for most people in this group.

What does this look like over time?

- **Behavioral health symptoms will likely present in phases:**^{1,2}
 - We can reasonably expect that behavioral health symptoms including anxiety, trouble sleeping, stomach aches, and headaches will be consistent in the general population in the summer months of 2020.
 - Behavioral symptoms associated with "acting out" (aggression, law breaking, significantly increased domestic child abuse, intimate partner violence, and substance use) or "acting in" (voluntary isolation, non-participation, blunted emotional expression) are likely to increase from three to six months post-outbreak. Weekly surveys of state law enforcement agencies indicate that domestic violence offenses were up 17%, while other select offenses were down

25% (see Figure 5).^{*18} However, these data only represent approximately 29% of law enforcement agencies and, based on data from previous disasters, it is likely that – even among reporting agencies – the true number of domestic violence cases is significantly higher.

- Depression rates and symptoms, along with suicides, are increasing dramatically at the current time with the potential of peaking in the fall and winter of 2020. For the general population, this is due to a particularly hard combination of:
 - The Disillusionment phase of disaster recovery (when people recognize that things will not be returning to the way they once were)
 - The season (holidays as well as limited daily sunlight)
 - Long term effects of financial losses or concerns on sense of hope
 - A second wave of illness resulting in large-scale social and economic disruption
- An eventual return to premorbid baseline levels of functioning by February or March 2021 is anticipated for many people, depending on the level of disruption caused by the potential for a second wave of illness in the fall of 2020 or winter of 2021.^{1,2}
- In scenarios where multiple waves of pandemic occur (see scenarios 1 and 2 above), a “Trauma Cascade” is likely. For behavioral health, this means that the recurrence of a traumatic event (in this case, a second or third wave of significant illness and/or restriction) inhibits the natural ability of people to recover to baseline levels of functioning. Symptoms increase and are compounded rather than having an opportunity to be actively managed.

Domestic violence and other select offenses*,
April 6 - May 3 (2020 vs. 2019)

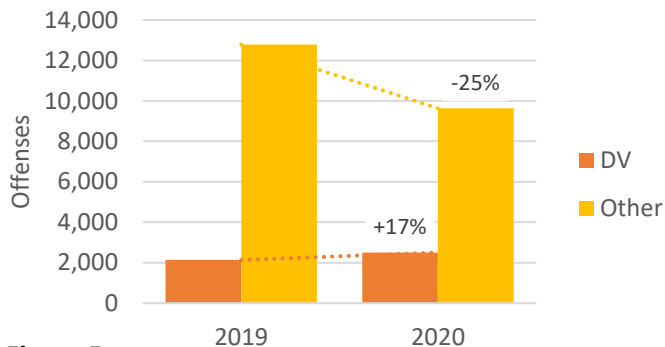


Figure 5.

How do we begin preparing?

- Behavioral health systems, providers, and public messaging teams should be mindful of the following strategies to maximize the impact of their efforts:
 - Primary efforts for the next 3-6 months should be focused on activating community supports to increase social connections (and thus reducing behavioral health symptoms) and encouraging the development of ACTIVE coping skills amongst the general public to reduce symptoms of depression.
 - Communication about **preparation** necessary for multiple phases or waves of pandemic (the potential for additional school closures, social distancing measures, and restrictions in the fall) will help to reduce acute behavioral health symptoms for people when a second wave of illness occurs.
 - There should be a psychoeducational emphasis on the disaster response cycle so that people are informed about what they may expect, and they do not pathologize a normal response to an abnormal situation.
- The typical response to disaster is RESILIENCE, rather than disorder.^{1,4} Resiliency can be increased by:¹⁹

*The number of law enforcement agencies submitting offense counts varies from week to week: April 6-12 (n=84), April 13-19 (n=80), April 20-26 (n=78), April 27-May 3 (n=80); among the 85 agencies that submitted counts for at least one week, 74 agencies submitted counts for all four weeks. In addition to counts of domestic violence, law enforcement agencies were only asked to submit counts of the following (select) offenses: Murder, assault, robbery, burglary, theft, destruction of property, weapons offenses, and animal cruelty.

- Focus on developing social CONNECTIONS big or small
- Reorienting and developing a sense of PURPOSE
- Becoming adaptive and psychologically FLEXIBLE
- Focusing on HOPE
- Resilience is something that can be intentionally taught, practiced, and developed for people across all age groups.
- Community support groups, lay volunteers, law enforcement, first responders, and all manner of social organizations and clubs are resources that can be developed to help reduce behavioral health symptoms for the general population, and should be leveraged to take pressure off depleted or unavailable professional medical and therapeutic resources throughout 2020.

Background Data and Analysis

Mental Illness, Behavioral Health Diagnoses, and Demographics

National prevalence rates for mental and behavioral health diagnoses^{20,21}

Generalized Anxiety Disorder = approximately 1% of adolescents, 2.9% adults (6.06 million nationally)

Panic Attacks = 11.2% of adults (23.40 million)

Panic Disorder = approximately 2-3% of adolescents and adults (4.18 million)

Mood Disorders = approximately 9.7% of adults²¹ (20.27 million)

Depression = 12.7% in WA, 41.1% of whom received mental health services²²

Annual suicide rates = approximately 17 per 100,000²³

Post-Traumatic Stress Disorder: 3.5% of adults nationally²⁰

Substance-Related Disorder prevalence

National prevalence rates for substance-related disorders^{20,21,24}

Alcohol Use Disorder = approximately 4.6% of adolescents, 8.5% of adults

Cannabis Use Disorder = approximately 2.3% of adolescents, 5% of young adults, and 0.8% of adults

Opioid Use Disorder = approximately 0.6% of adolescents, 1.1% of young adults, and 0.8% of adults

Population of WA: Approx. 7.5488 Million

Percentages with baseline Serious Mental Illness (2017 most recent):

Adults 18 and over = 5.3%²² (or 400,044 people)

Young adults from 18-25 = 6.2%²² (or 29,014)

Percentage of adults 18 and over with ANY mental illness who received treatment in Washington (2017 most recent) = 45.6% (approximately 650,000 people or 8% of the total population of WA)²²

Developed by Washington State Department of Health's Behavioral Health Strike Team, authored by: Kira Mauseth, Ph.D.; Stacy Cecchet, Ph.D., ABPP., Matt Brickell, Psy.D, and Tona McGuire, Ph.D.

References

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Decision Tree for Provision of In Person Learning among K-12 Students at Public and Private Schools during the COVID-19 Pandemic

Introduction

The purpose of this decision framework is to assist local health officers and school administrators in making decisions around resuming in-person instruction for public and private K-12 schools during the COVID-19 pandemic. This decision making tool is added to the Department of Health's (DOHs) [K-12 Fall Health and Safety Guidance](#) and both will be updated as the pandemic evolves and additional science becomes available.

School administrators are currently faced with challenging decisions around how to operate their schools this year in the midst of the pandemic. It is important for school administrators to consult with their local health officer, local elected leaders, teachers and other school staff, families and other stakeholders when considering the risks and benefits of different locations and modes of education in the context of COVID-19 activity in the community. In particular, health officers and school administrators should engage staff and families of students at risk for severe COVID-19. In addition, they should engage the families of students with disabilities, English language learners, students living in poverty, students of color and young students to determine how to best meet the health and education needs of these students and the community.

While DOH encourages local health officers and school administrators to work together to determine the best setting or mix of settings for their students, school administrators remain ultimately responsible for establishing the education services appropriate for their students. The local health officer should advise the school administrator and the school community regarding the level of COVID-19 activity, as well as the local community's access to testing, and the health department's capacity to respond to potential cases or outbreaks in schools with time investigations and contact tracing.

Local health officers remain responsible for controlling the spread of communicable disease. Toward that end, the local health officer will monitor COVID-19 activity in the community as measured by the number of cases per 100,000 population over 14 days for the county in combination with other key health indicators (such as the percentage of positive tests and the trend in cases or hospitalizations) and proactively inform the school administrator when there are significant changes. These indicators are available at the statewide and county level on [Washington's Risk Assessment Dashboard](#) (cases per 100K over 14 days and percentage of positive tests) and [Department of Health's COVID-19 Dashboard](#) (epidemiologic curves for cases and hospitalizations). The local health jurisdiction may further disaggregate these indicators or have other data that inform their recommendations for schools and in-person learning during the pandemic.

All parties should remain aware that if a school's opening to or continued operation of in-person learning poses an imminent public health threat to the community in the estimation of the local health officer, then that local health officer has the legal power and duty to direct or order an interruption of

in-person learning ([WAC 246-110-020](#)). School administrators are obligated to cooperate with investigations, directives, and orders of the local health officer ([WAC 246-101-420](#)).

Background

In developing this guidance, DOH reviewed the experiences of other countries that resumed some degree of in-person educational instruction earlier this year. The countries that resumed in-person instruction generally had low and decreasing rates of COVID-19 cases in the community. Table 1 shows that the incidence rates in several countries that resumed in-person educational instruction were below 35 cases / 1,000,000 population / day. As of July 23, 2020, Washington State had an incidence rate that was almost three times higher at 92 cases / 1,000,000 population / day. In addition, the rate of COVID-19 in Washington slightly increased during the prior 20 days whereas the trend in the rate of COVID-19 was decreasing in most other countries in the 20 days before reopening schools.

Table 1: School Re-Openings: Country Comparisons on Key Metrics Compared to Current U.S. Data

	Date of Reopening	Daily Cases (7-day average)	Daily Cases Per Million Population	Test Positive Rate (%) (7-day average)	Estimated Cases Per 100,000 Population Per 14 days
United States	—	65,750.4	198.6	8.3	278.0
Washington	—	711	92.9	5.6	130.1
Belgium	5/18/2020	291.3	25.1	2.1	35.1
Denmark	4/15/2020	205.7	35.5	6.2	49.7
France	5/11/2020	1,110.9	17.0	1.1	23.8
Germany	5/4/2020	1,140.3	13.6	2.4	19.0
Greece	6/1/2020	5.6	0.5	0.1	0.7
Israel	5/3/2020	126.7	14.6	1.4	20.4
Japan	4/24/2020	439	3.5	8.7	4.9
South Korea	6/8/2020	44.4	0.9	0.3	1.3
New Zealand	5/14/2020	1.1	0.2	0	0.3
Norway	4/20/2020	93.3	17.2	3.8	24.1
Switzerland	5/11/2020	57.1	6.6	1.3	9.2
Taiwan	2/25/2020	1.1	0.0	0.2	0
Vietnam	5/18/2020	4.6	0.0	0	0

This table was adapted from the Kaiser Family Foundation “What Do We Know About Children and Coronavirus Transmission?” website accessed on August 2, 2020 at: <https://www.kff.org/coronavirus-covid-19/issue-brief/what-do-we-know-about-children-and-coronavirus-transmission/>

NOTES: U.S. estimates calculated based on most recent data. France positivity rate from May 24. Vietnam positivity rate from April 29. Data represent 7-day average, as of re-opening date (unless other date noted).

SOURCES: COVID-19 data from: Department of Health [COVID-19 Data Dashboard](#) retrieved August for data through July 23, 2020 and “Coronavirus Pandemic (COVID-19)”. Published online at [OurWorldInData.org](#). Retrieved on July 28, 2020. School reopening dates from: University of Washington, [Summary of School Re-Opening Models and Implementation Approaches During the COVID 19 Pandemic](#), July 6, 2020.

In addition to experiencing lower and decreasing community rates of disease, other countries took a very cautious approach to resuming in-person instruction. Most countries initially only resumed in-person learning for a portion of their students, and many implemented a variety of health and safety measures like physical distancing, frequent hand washing, use of face coverings, and frequent environmental cleaning to reduce the spread of COVID-19 in schools if introduced.¹

Little data are available on the health impacts of resuming in-person learning when community incidence rates are as high as the current rates in the United States. With limited data, states are taking a wide range of approaches to resuming in-person learning. The Oregon Health Authority recommends in-person instruction for K-3 students if rates are less than 60 cases per 100,000 over 14 days and test positivity is <5%² while the Minnesota Department of Health recommends in-person instruction for elementary students if rates are less than 500 cases / 100,000 population over 14 days³.

The decision to resume in-person learning is a complex decision that requires weighing both risks and benefits. When considering thresholds for resuming in-person learning, DOH considered both the health risks of COVID-19 to students, school staff and the surrounding community, as well as the benefits of in-person school to children and their families.

Health risks of COVID-19 to students, school staff and the community

The risk of COVID-19 being introduced into the school environment depends on the level of COVID-19 spread in the community. At this time, any degree of in-person instruction will present some risk of infection to students and school staff. It is difficult to predict the number of infections that might occur under different in-person models and levels of transmission in the community.

The full spectrum of illness due to COVID-19 is not completely understood currently. While children generally have mild COVID-19 disease, serious infections have occurred⁴. Teachers and other school staff are at risk for more serious disease, particularly older adults and those with [certain underlying health conditions](#). Students and staff that acquire COVID-19 in the school setting can lead to transmission in the school setting as well as in households and the community. DOH is recommending comprehensive and strict [health and safety measures](#) to minimize the risk of transmission within the school setting.

Benefits of school for children

In-person learning provides a broad range of benefits to our children. In addition to providing educational instruction, schools support the development of social and emotional skills; create a safe

¹ Summary of School Re-Opening Models and Implementation Approaches During the COVID 19 Pandemic. July 6, 2020. Available at: <https://globalhealth.washington.edu/sites/default/files/COVID-19%20Schools%20Summary%20%28updated%29.pdf>

² Ready schools, safe learners: Guidance for school year. Version 3.0.1 July 29, 2020. Available at: https://www.oregon.gov/ode/students-and-family/healthsafety/Documents/Ready%20Schools%20Safe%20Learners%202020-21%20Guidance.pdf?utm_medium=email&utm_source=govdelivery

³ Safe Learning Plan for 2020-2021: A Localized Data-Driven Approach. Accessed August 1, 2020 at: https://mn.gov/covid19/assets/safe-learning-plan_tcm1148-442202.pdf

⁴ Götzinger F, Santiago-García B, Noguera-Julián A, et al. COVID-19 in children and adolescents in Europe: a multinational, multicentre cohort study. *Lancet Child Adolesc Health* 2020. Available at: <https://www.thelancet.com/action/showPdf?pii=S2352-4642%2820%2930177-2>.

environment for learning; address nutritional, behavioral health and other special needs; and facilitate physical activity⁵. The absence of in-person learning may be particularly harmful for children living in poverty, children of color, English language learners, children with diagnosed disabilities, and young children and can further widen inequities in our society⁶.

The decision tree on the following page is designed to assist local health officials and school administrators in determining the degree of in-person learning that is advisable in their school and ensuring that the school is able to implement comprehensive health and safety measures and is ready to respond swiftly if a person with confirmed COVID-19 is identified in the school environment. The Department of Health favors a slow, cautious, phased-in approach to resuming in-person instruction beginning with staff, small groups of our youngest learners, and students who are unable to learn or receive critical services asynchronously. Over time, schools can add additional students to in-person models. In-person learning should be prioritized for elementary school students because they may be less likely to spread COVID-19 than older children⁷, have more difficulty learning asynchronously and may otherwise need to be in a childcare setting if their parent(s) are working. While important to a child's growth and development, the Department also prioritizes educational opportunities over extra-curricular activities in the school setting and other discretionary activities in the surrounding community.

More COVID-19 Information and Resources

Stay up-to-date on the [current COVID-19 situation in Washington](#), [Governor Inslee's proclamations, symptoms, how it spreads](#), and [how and when people should get tested](#). See our [Frequently Asked Questions](#) for more information.

A person's race/ethnicity or nationality does not, itself, put them at greater risk of COVID-19. However, data are revealing that communities of color are being disproportionately impacted by COVID-19- this is due to the effects of racism, and in particular, structural racism, that leaves some groups with fewer opportunities to protect themselves and their communities. [Stigma will not help to fight the illness](#). Share accurate information with others to keep rumors and misinformation from spreading.

- [WA State Department of Health 2019 Novel Coronavirus Outbreak \(COVID-19\)](#)
- [WA State Coronavirus Response \(COVID-19\)](#)
- [Find Your Local Health Department or District](#)
- [CDC Coronavirus \(COVID-19\)](#)
- [Stigma Reduction Resources](#)

Have more questions about COVID-19? Call our hotline: **1-800-525-0127**, Monday – Friday, 6 a.m. to 10 p.m., Weekends: 8 a.m. to 6 p.m. For interpretative services, **press #** when they answer and **say your language**. For questions about your own health, COVID-19 testing, or testing results, please contact a health care provider.

To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 ([Washington Relay](#)) or email civil.rights@doh.wa.gov.

⁵ CDC. The Importance of Reopening America's Schools this Fall. Accessed August 1, 2020 at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/reopening-schools.html>

⁶ Levinson M, Phil D, Cevik M, Lipsitch M. Reopening Primary Schools during the Pandemic. *New Eng J Med* 2020.

⁷ Park YJ, Choe YJ, Park O, Park SY, Kim YM, Kim J, et al. Contact tracing during coronavirus disease outbreak, South Korea, 2020. *Emerg Infect Dis* 2020. Available at: <https://doi.org/10.3201/eid2610.201315>

Decision Tree for Provision of in Person Learning among Public and Private K-12 Students during COVID-19

Should your community provide in person learning and for whom? For School Administrators, Local Health Officers, and Community Stakeholders

The risk of COVID-19 being introduced into the school depends on the level of COVID-19 spread in the community and the health and safety measures taken by schools. Consider the following educational modalities based on community transmission and other health and education risks and benefits.

COVID-19 Activity Level	Education Modality*	Extracurricular
HIGH >75 cases/100K/14 days Other considerations: • Increasing trend in cases or hospitalizations • Test positivity >5% • Other health and education risks and benefits to children and their families	Strongly recommend distance learning with the option for limited in-person learning in small groups, or cohorts, of students for the highest need students, such as students with disabilities, students living homeless, those farthest from educational justice, and younger learners.	Strongly recommend canceling or postponing all in person extra-curricular activities, including sports, performances, clubs, events, etc.
MODERATE 25–75 cases/100K/14 days Other considerations: • Increasing trend in cases or hospitalizations • Test positivity >5% • Other health and education risks and benefits to children and their families	Recommend distance learning as described above. In addition, consider expanding in person learning to elementary students. Over time, consider adding hybrid in person learning for middle or high school students if limited COVID transmission occurs in schools.	Strongly recommend canceling or postponing all in-person extra-curricular activities. Consider low risk activities when all students have some level of in person learning.
LOW <25 cases/100K/14 days	Encourage full-time in person learning for all elementary students and hybrid learning for middle and high school. Over time and if physical space allows, consider full-time in person learning for middle and high school.	Consider low and moderate risk in person extra-curricular activities.

When any in-person



Can the school(s) implement recommended COVID-19 health and safety measures? For School Administrators and Staff

The risk of COVID-19 spreading in schools depends on the ability of the school to implement [DOH's K-12 health and safety measures](#).

Does the school have the plans, staff, space, and supplies to do the following?

✓	Protect staff and students at higher risk for severe COVID-19 while ensuring access to learning
✓	Transport or facilitate drop-off and pick-up of students
✓	Group students (required in elementary, recommended for middle and high school)
✓	Practice physical distancing of ≥6 feet among students and staff.
✓	Promote frequent hand washing or sanitizing
✓	Promote and ensure face covering use among students and staff
✓	Increase cleaning and disinfection
✓	Improve ventilation
<i>Are all staff trained on health and safety practices?</i>	

When all YES



Is the school and health system ready to monitor for and respond to suspected and confirmed cases of COVID-19? For Schools and Local Public Health

COVID-19 cases in the school should be expected. The risk of COVID-19 spreading in schools depends on the ability to quickly identify and respond to suspected and confirmed cases and the level of community transmission.

✓	Can <u>the school</u> ensure monitoring of symptoms and history of exposure among students and staff? (attestation acceptable)
✓	Is <u>the school</u> prepared to manage students and/or staff who get sick onsite?
✓	Does <u>the school</u> have letters drafted to inform families and staff about confirmed cases or outbreaks?
✓	Is there adequate access to testing in the community <u>health</u> system for ill students and staff?
✓	Is there capacity in your <u>local health department</u> to investigate confirmed COVID-19 cases, quarantine their close contacts and assess whether transmission is occurring in the school?
✓	Can <u>local public health</u> monitor the level of community spread to determine when a change in education modality is needed?

When all YES



Begin in Person Learning Model and Monitor

*Staff may work in school at any COVID-19 activity level if the school follows ^{Item B - 15} DOH and LNI health and safety guidance

September 10, 2020

Considerations to Inform Schools' Planning for Return to In-Person Learning

Factors to consider when conducting planning to return students to hybrid and in-person learning should include, but may not necessarily be limited to, the following:

Factor	Agency Domain	Criteria to Proceed	Comment
Ensuring that the affected schools are able to fully implement COVID-19 health and safety measures	Schools	Yes	See DOH and OSPI guidelines
Ensuring that the affected schools are ready to monitor for and able to respond to suspected cases of COVID-19	Schools (pre-event) & Health District (during and post-event)	Yes	See DOH and OSPI guidelines
The level and trajectory of COVID-19 case and outbreak activity in the school or school district itself and in the community at large	Health District	Stable or improving	Primary metrics: <ul style="list-style-type: none"> • 14-day incidence stable or decreasing • <5% of tests positive countywide in past week and stable or decreasing • COVID-19 hospital census stable or decreasing and <10% of all licensed beds • ≥20% hospital surge capacity
The time elapsed since prior events (e.g., holidays) or modifications in staff or student onsite presence that may impact COVID-19 transmission	Schools	≥3 weeks	Time required to reliably detect a surge in COVID-19 activity following a possible exposure



Factor	Agency Domain	Criteria to Proceed	Comment
Findings from other settings in the county and region about the impact of return to in-person learning upon school and community transmission	Health District	No local or regional empiric data indicating a problem with pursuing the next step	Published data or guidance from other settings will be considered
Selecting between hybrid versus full-time in-person learning;	Schools	Must meet space, social distancing and other parameters set forth in DOH and OSPI guidance	Experience of others locally, regionally, or nationally may inform these choices as time progresses
The timeline along which a school's or district's administration can reasonably implement a transition to more in-person capacity	Schools		
The willingness of informed parents and guardians to send their students to in-person settings	School		
The ability to provide a stable learning environment and lasting return to in-person learning	School		



September 10, 2020

TO: Snohomish County Public K-12 Superintendents
Snohomish County Private School Administrators

SUBJECT: Updated Recommendations regarding Remote-vs-In-Person Learning

This letter provides updated Health District guidance on considerations for planning future hybrid and in-person learning in the light of ongoing moderate but declining COVID-19 transmission in Snohomish County. After peaking in late July at nearly 100 cases per 100,000 per 14 days, the incidence of newly reported COVID-19 cases has continued a sustained, five-week decline. For the most recent 14-day period (August 23 – September 5, 2020), the rate was 48.

Since that late July peak when the Health District recommended beginning the fall term via remote learning, circumstances have changed for the better. Not only do we now have over a month of declining COVID-19 rates in Snohomish County, but we also have a framework for proceeding forward in the Washington State Department of Health's (DOH's) [Decision Tree for In Person Learning](#). This guidance based on DOH's decision tree highlights general parameters and overarching considerations from a countywide disease control perspective. The Health District defers to you on how to best serve your students within that general framework and meeting statewide guidelines, recommendations and requirements cited below.

As a result of the improving situation and in accord with DOH's guidance, a reasonable next step is to begin planning for how to expand in-person learning to elementary school students, as well as to any remaining high needs students of any grade level who are not already receiving in-person educational or ancillary services. However, this is not a suggestion to immediately go to full, in-person attendance in all elementary school settings, nor is this a recommendation to proceed with plans for in-person learning by middle and high school students. Furthermore, given the level of COVID-19 activity in the county and the size of the school population, it is inevitable that cases will occur in students and school staff. We all must be prepared for and ready to respond to that in a systematic and sustainable fashion.

Factors to consider when conducting planning to return elementary school students to in-person learning may include, but may not necessarily be limited to, the following:

1. your ability to fully implement COVID-19 health and safety measures as set forth in guidance from [DOH](#) and the [Office of the Superintendent of Public Instruction](#) (OSPI);
2. your readiness to monitor for and ability to respond to suspected cases of COVID-19 as set forth in guidance from DOH and OSPI;
3. the level and trajectory of COVID-19 case and outbreak activity in the school or school district itself and in the community at large;
4. the time elapsed since prior events (e.g., holidays) or modifications in staff or student onsite presence that may impact COVID-19 transmission;
5. findings from other settings in the county and region about the impact of a return to in person learning upon COVID-19 transmission;
6. selecting between hybrid versus full-time in-person learning and accounting for maintenance of social distancing and other prevention measures in making that selection;
7. the timeline along which a school's or district's administration, students and families can be reasonably expected to implement a transition in the learning plan;



8. the willingness of parents, guardians, and staff to attend in person settings; and
9. the ability to provide a stable learning environment and lasting return to in person learning.

In summary, a reasonable approach for the time being is to wait for at least three weeks of observation following both the Labor Day holiday and the re-opening of schools in their current configuration. If at that time COVID-19 activity in the school and community remains stable or improving and a review of the considerations set forth above is favorable, then proceeding with incremental returns of elementary school students to in person learning at your discretion is acceptable to the Health District. I urge you to continue to allow adequate time (e.g., at least three weeks) between increments in order to detect untoward effects prior to making the next move in your planned sequence.

The Health District is addressing this issue with a focus on countywide COVID-19 rates as its key metric due to:

- the overall mobility of the population, including school staff, causing a convergence in area-specific risk of transmission across locations;
- DOH's and the Governor's Safe Start framework being metered at the county level; and
- valuing countywide equity in students' access to in-person learning.

Consequently, the Health District cautions against advancing more rapidly than recommended on the basis of having a lower local COVID-19 rate than the county as a whole. On the other hand, it is not within the Health District's domain or capacity to prescribe or imply a minimum rate at which the process should progress. Local conditions, resources, and other factors within your domain may indeed lead you to move slower than this framework allows for.

Aside from high-needs students in small (e.g., ≤ 5), cohorted groups attending middle and high school in person, this letter communicates no current recommendation or guidance for returning to in person learning by middle and high school students. The Health District finds that teenage students:

- have higher rates of COVID-19 than younger children;
- are probably more likely to spread COVID-19 if infected; and
- as a group, appear to face fewer challenges in remote learning.

Given these factors, the Health District recommends middle and high schools continue to operate remotely (aside from special- or high-needs students). If we are able to return elementary school students to in-person learning in a safe and stable manner and we remain in similar or better COVID-19 circumstances overall, then at that time the Health District will update these recommendations, addressing the addition of hybrid or in person learning for middle and high school students.

In line with DOH guidance, the Health District continues to recommend against in-person extracurricular activities until such time as all students have at least some access to in-person learning, and COVID-19 activity in the community is otherwise so permitting. Also please note that a re-escalation in COVID-19 activity in the county, or in a specific school or district, may lead to modification of these recommendations. If such occurs, the Health District will notify you.



SNOHOMISH
HEALTH DISTRICT

WWW.SNOHD.ORG

Administration

If you have any questions regarding these recommendations, please contact schools@snohd.org.

Meanwhile, we at the Health District look forward to continuing to work with you and your school communities to implement DOH and OSPI guidance, monitor disease activity, and respond to suspected and confirmed cases of COVID-19 that occur in your schools. I also look forward to continuing our regular communication and collaboration as we navigate together through this difficult time and try to implement a successful transition to in-person learning in the midst of the COVID-19 pandemic.

Sincerely,

A handwritten signature in dark ink that reads "Spitters, MD". The signature is written in a cursive style and is positioned above a light gray rectangular box.

Christopher Spitters, MD, MPH
Health Officer

cc: Snohomish Health District Board of Health

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 23, 2020 claims in the amount of \$2,514,820.87 paid by EFT transactions and Check No.'s 143410 through 143533 with Check number 142236 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,514,820.87 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 143410 THROUGH 143533 WITH CHECK NUMBER 142236 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12th DAY OF OCTOBER 2020.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/17/2020 TO 9/23/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143410	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 9/6-9/12	MEDICAL CLAIMS	49,639.30
143411	LICENSING, DEPT OF LICENSING, DEPT OF	CPL BATCH 9/18/20	OFFICE OPERATIONS	18.00
143412	AMWA CEDAR POINTE AMWA CEDAR POINTE AMWA CEDAR POINTE AMWA CEDAR POINTE	REFUND FEES	INTERGOVERNMENTAL	399.00
			SEWER-UTILITIES/ENVIRONM	100.00
			SWR	6,349.75
			SWR	19,520.00
143413	ABSOLUTE PLUMBING	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND	70.00
143414	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	71.50
143415	AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL AMAZON CAPITAL	ADAPTER THUMB DRIVES	POLICE INVESTIGATION	36.54
			POLICE INVESTIGATION	58.40
			POLICE INVESTIGATION	58.72
		INMATE MEALS	DETENTION & CORRECTION	87.24
		OFFICE SUPPLIES	PARK & RECREATION FAC	234.53
143416	AMERICAN SWING AMERICAN SWING	SWING SETS, SEATS AND STRAPS	GENERAL FUND	-153.71
			PARK & RECREATION FAC	1,806.51
143417	APS, INC. APS, INC. APS, INC. APS, INC. APS, INC. APS, INC.	POSTAGE MACHINE SEALING SOLUTION	LEGAL - PROSECUTION	13.10
			CITY CLERK	13.12
			EXECUTIVE ADMIN	13.12
			FINANCE-GENL	13.12
			PERSONNEL ADMINISTRATION	13.12
			UTILITY BILLING	13.12
143418	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
			SMALL ENGINE SHOP	6.56
			EQUIPMENT RENTAL	56.66
			EQUIPMENT RENTAL	56.66
143419	BANK OF AMERICA	REGISTRATION	PERSONNEL ADMINISTRATION	20.00
143420	BANK OF AMERICA	MAJOR CRIME EXPENSE	POLICE INVESTIGATION	37.93
143421	BANK OF AMERICA	EMPLOYEE APPRECIATION EXPENSE	PERSONNEL ADMINISTRATION	50.18
143422	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	SPECIAL EVENT SUPPLIES	CITY COUNCIL	-105.00
			EXECUTIVE ADMIN	-70.00
			GENERAL FUND	-35.41
			PLANNING & COMMUNITY DEV	416.12
143423	BANK OF AMERICA	REGISTRATION	COMMUNITY	505.00
143424	BANK OF AMERICA BANK OF AMERICA	COVID SUPPLIES AND PERMIT EXPENSE	METER READING	203.20
			EXPENSES TO FACILITATE	351.26
143425	BANK OF AMERICA BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	230.68
			EMBEDDED SOCIAL WORKER	645.80
143426	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	COVID SUPPLIES/PROFESSIONAL SERVICES	FINANCE-GENL	8.95
			PUBLIC HEALTH EXPENSE	60.12
			COMPUTER SERVICES	125.95
			SEWER CAPITAL PROJECTS	1,011.03
143427	BANK OF AMERICA BANK OF AMERICA	COVID SUPPLIES	GENERAL FUND	-294.90
			EXECUTIVE ADMIN	4,099.76
143428	BELCHER, GARRY	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND	200.00
143429	BICKFORD FORD BICKFORD FORD BICKFORD FORD	FUEL CAP PS PRESSURE HOSE IGNITION COILS AND SPARK PLUGS	EQUIPMENT RENTAL	13.43
			EQUIPMENT RENTAL	98.17
			EQUIPMENT RENTAL	581.80
143430	BILLING DOCUMENT SPE BILLING DOCUMENT SPE	TRANSACTION FEES BILL PRINTING SERVICE	UTILITY BILLING	2,490.98
			UTILITY BILLING	4,810.27
143431	COASTAL FARM & HOME	JEANS-BROWN	GENERAL	61.16
143432	COMPLIANCE SIGNS LLC	FLOOR SIGNS	PARK & RECREATION FAC	43.72
143433	COOP SUPPLY COOP SUPPLY	GARBAGE CAN WHEEL CARRIER	PARK & RECREATION FAC	19.66
			SOLID WASTE OPERATIONS	142.08
143434	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	METER SETTERS, COUPLINGS & METER STOPS T10 NEPTUNE METERS OPERA HOUSE WATER MAIN PARTS	WATER/SEWER OPERATION	2,131.05
			WATER SERVICE INSTALL	14,354.92
			WATER MAINS INSTALL	18,787.26
143435	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEAL REFUND INMATE MEALS	DETENTION & CORRECTION	-2,597.92
			DETENTION & CORRECTION	310.00
			DETENTION & CORRECTION	1,379.78
			DETENTION & CORRECTION	1,666.76

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 9/17/2020 TO 9/23/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143436	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS-AUGUST 2020	DETENTION & CORRECTION	87.96
143437	CROWLEY, MARGIL	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
143438	CROWLEY, MARGIL	TOWING EXPENSE	PARKS-RECREATION	15.00
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	300.58
	DICKS TOWING		EQUIPMENT RENTAL	466.92
	DICKS TOWING		EQUIPMENT RENTAL	466.92
	DICKS TOWING		POLICE PATROL	1,177.71
143439	DK SYSTEMS, INC.	SERVICE CALL @ PW ADMIN	UTIL ADMIN	213.14
	DK SYSTEMS, INC.	SERVICE CALL @ WWTP LAB	WASTE WATER TREATMENT	213.14
	DK SYSTEMS, INC.	REPAIR EXHAUST FAN @ STILLY	WATER FILTRATION PLANT	255.57
143440	DMH INDUSTRIAL	REPAIR AERATOR	WASTE WATER TREATMENT	2,275.06
143441	DOBBS PETERBILT	CREDIT SWITCH	EQUIPMENT RENTAL	-342.37
	DOBBS PETERBILT	EXHAUST BLANKET	ER&R	106.23
	DOBBS PETERBILT	RADIATOR HOSES	ER&R	309.61
	DOBBS PETERBILT	TURN SIGNAL SWITCH	EQUIPMENT RENTAL	342.37
	DOBBS PETERBILT		EQUIPMENT RENTAL	360.35
	DOBBS PETERBILT	EXHAUST CONVERSION KIT	ER&R	1,596.11
	DOBBS PETERBILT	REPAIR #J025	EQUIPMENT RENTAL	5,970.30
143442	DOBBS PETERBILT	2020 AUTOCAR FRONT LOAD REFUSE TRUCK	EQUIPMENT RENTAL	388,073.48
	DOBBS PETERBILT		EQUIPMENT RENTAL	388,073.48
143443	E&E LUMBER	INSECT CONTROL	PUBLIC SAFETY BLDG	13.11
	E&E LUMBER	BALL VALVE, BUSHING AND CEMENT	PARK & RECREATION FAC	20.84
	E&E LUMBER	DOOR LEVER	UTIL ADMIN	33.57
	E&E LUMBER	ADHESIVE AND CONCRETE PATCH	SIDEWALKS MAINTENANCE	63.96
	E&E LUMBER	CORDS, TAPE AND SPLICE	SIDEWALKS MAINTENANCE	89.15
	E&E LUMBER	RATCHET AND TARP	PARK & RECREATION FAC	123.77
	E&E LUMBER	GRAFFITI REMOVAL EXPENSE	ROADSIDE VEGETATION	519.25
143444	EMERALD SERVICES INC	DISPOSAL FEES	EQUIPMENT RENTAL	127.52
	EMERALD SERVICES INC		EQUIPMENT RENTAL	438.01
143445	EVERETT ENGINEERING	CENTERING RINGS	WASTE WATER TREATMENT	1,987.29
143446	EVERETT HERALD	SUBSCRIPTION	PARK & RECREATION FAC	53.45
143447	EVERETT STAMP WORKS	APPROVAL STICKERS	COMMUNITY	1,467.84
143448	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	99.00
143449	EVERGREEN RURAL WATE	REGISTRATION-DAVIS	UTIL ADMIN	100.00
	EVERGREEN RURAL WATE		UTIL ADMIN	185.00
143450	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	4.39
143451	FIRESTONE	TIRES	EQUIPMENT RENTAL	426.46
	FIRESTONE		EQUIPMENT RENTAL	465.34
143452	GALLS, LLC	UNIFORM-SCAIRPON	POLICE ADMINISTRATION	68.74
	GALLS, LLC	UNIFORM-SCHRECK	POLICE PATROL	175.06
	GALLS, LLC	UNIFORM-SANMIGUEL	POLICE PATROL	182.32
	GALLS, LLC	UNIFORM-PARKER	POLICE PATROL	183.25
	GALLS, LLC	NIK KITS	POLICE PATROL	206.47
	GALLS, LLC	NEW HIRE UNIFORM	POLICE PATROL	207.40
	GALLS, LLC	UNIFORM-SCAIRPON	POLICE ADMINISTRATION	218.75
	GALLS, LLC	EAR PIECES	POLICE PATROL	522.84
143453	GEOTEST SERVICES INC	PROFESSIONAL SERVICES	GMA-PARKS	2,022.00
143454	GORDON TRUCK CENTER	IGNITION SWITCH	EQUIPMENT RENTAL	131.25
143455	GRAINGER	HANDLES, KNEE PADS, PROPANE AND BLADES	ER&R	413.26
143456	GREENSHIELDS	IMPACT SOCKET	WASTE WATER TREATMENT	37.68
143457	GRIFFIN, TIARA	UTILITY GRANT-COVID 19	ECONOMIC SUPPORT	200.00
143458	GROCERY OUTLET	COVID FOOD BANK PURCHASE	EXPENSES TO FACILITATE	2,043.84
143459	HARBOR FREIGHT TOOLS	BLADES AND CUTOFF WHEELS	ROADSIDE VEGETATION	48.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/17/2020 TO 9/23/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143459	HARBOR FREIGHT TOOLS	RATCHETS, SOCKETS, WRENCHES AND DISCS	WATER DIST MAINS	251.99
143460	HARRINGTON INDUST.	PVC PIPE	WASTE WATER TREATMENT	398.82
143461	HCL FASTENERS CORP	NYLON BANDING AND BUCKETS	CITY STREETS	-38.80
	HCL FASTENERS CORP		TRANSPORTATION	456.00
143462	HD FOWLER COMPANY	HARDWARE	WASTE WATER TREATMENT	100.74
143463	HOME DEPOT USA	BATTERIES AND TOTES	WASTE WATER TREATMENT	293.08
143464	INTERSTATE BATTERY	BATTERIES	EQUIPMENT RENTAL	489.40
143465	IRON MOUNTAIN	ROCK	STORM DRAINAGE	142.50
	IRON MOUNTAIN	ROCKS AND CHIPS	STORM DRAINAGE	273.31
143466	KODIAK INDUSTRIAL	REPAIR #WC02	EQUIPMENT RENTAL	3,238.01
143467	L N CURTIS & SONS	CN CANISTER	POLICE TRAINING-FIREARMS	1,169.12
143468	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	288.00
	LAB/COR, INC.		WATER QUAL TREATMENT	810.00
143469	LAWRENSEN, BRANDON	PER DIEM 8/23-8/26	POLICE TRAINING-FIREARMS	98.58
143470	LES SCHWAB TIRE CTR	TRUCK CASING CREDIT	ER&R	-100.00
	LES SCHWAB TIRE CTR	TIRES	ER&R	745.83
143471	LIBERTY FENCE LLC	REMOVE & INSTALL FENCING @ 7203 GROVE	STORM DRAINAGE	1,652.61
143472	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
143473	LOWES HIW INC	ADAPTERS	SOURCE OF SUPPLY	8.27
	LOWES HIW INC	STEP STOOL, ADAPTERS, TAPE & CONNECTOR	WATER FILTRATION PLANT	39.51
143474	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	2,033.50
143475	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	25,811.31
143476	MARYSVILLE PRINTING	BUSINESS CARDS AND FORMS	POLICE ADMINISTRATION	61.70
	MARYSVILLE PRINTING		POLICE PATROL	947.63
143477	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	108.00
143478	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	213.82
	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSC RDG IRR	PARK & RECREATION FAC	277.10
143479	MB COMPANIES, INC.	MASTER START SWITCH	EQUIPMENT RENTAL	32.79
143480	MC CLURE & SONS INC	PAY ESTIMATE #15	SEWER CAPITAL PROJECTS	50,150.01
143481	MCLOUGHLIN & EARDLEY	LED TRAFFIC ADVISOR CONTROL HEADS	EQUIPMENT RENTAL	557.76
143482	MCMaster-CARR	HAMMER	WASTE WATER TREATMENT	22.94
	MCMaster-CARR	COVERALLS	WASTE WATER TREATMENT	117.28
	MCMaster-CARR	COVERALLS, THREADED RODS AND HANGERS	WASTE WATER TREATMENT	330.77
143483	MILES SAND & GRAVEL	BUILDING SAND	PARK & RECREATION FAC	2,260.36
143484	MURPHY, KYM	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	709.00
143485	NATIONAL BARRICADE	ROAD WORK SIGNS AND STANDS	WATER DIST MAINS	844.21
143486	NC MACHINERY COMPANY	BULLDOZER RENTAL	STORM DRAINAGE	1,288.65
143487	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	902.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,652.93
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,334.09
143488	OFFICE DEPOT	OFFICE SUPPLIES	WASTE WATER TREATMENT	26.04
	OFFICE DEPOT		COMMUNITY	27.85
	OFFICE DEPOT		POLICE INVESTIGATION	55.72
	OFFICE DEPOT		UTIL ADMIN	58.39
	OFFICE DEPOT		ENGR-GENL	58.39
	OFFICE DEPOT		COMMUNITY	66.12
	OFFICE DEPOT		WASTE WATER TREATMENT	74.26
	OFFICE DEPOT		OFFICE OPERATIONS	138.80
	OFFICE DEPOT		POLICE PATROL	198.09
	OFFICE DEPOT		COMMUNITY	199.75
	OFFICE DEPOT		POLICE PATROL	239.20
143489	OREILLY AUTO PARTS	MIRROR ASSEMBLY	EQUIPMENT RENTAL	38.15
	OREILLY AUTO PARTS	BRAKE ROTORS	EQUIPMENT RENTAL	127.64
143490	PACIFIC POWER GROUP	GENERATOR SERVICE AND REPAIR	SEWER LIFT STATION	3,072.22
	PACIFIC POWER GROUP		PUBLIC SAFETY BLDG	3,508.53
143491	PACIFIC TOPSOILS	BLOWER TRUCK AMD CEDAR CHIPS	PARK & RECREATION FAC	3,497.60
	PACIFIC TOPSOILS	BLOWER TRUCK AND CEDAR CHIPS	PARK & RECREATION FAC	3,497.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/17/2020 TO 9/23/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143491	PACIFIC TOPSOILS	BLOWER TRUCK AND CEDAR CHIPS	PARK & RECREATION FAC	3,497.60
	PACIFIC TOPSOILS		PARK & RECREATION FAC	4,372.00
143492	PARR LUMBER CO	WOOD STAKES	COMMUNITY	19.70
143493	PARTS STORE, THE	HARDWARE KIT	EQUIPMENT RENTAL	7.67
	PARTS STORE, THE	BRAKE PADS AND SEALS	EQUIPMENT RENTAL	65.09
	PARTS STORE, THE	SPOTLIGHT BULBS	ER&R	137.72
	PARTS STORE, THE	EXHAUST FLUID	SOLID WASTE OPERATIONS	873.53
143494	PENWAY LTD	PLAN USE SIGNS	COMMUNITY	1,043.82
143495	PETTY CASH-COMM DEV	POSTAGE EXPENSE	COMMUNITY	31.20
143496	PILCHUCK FUCHSIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143497	PILCHUCK RENTALS	TRIMMER LINE	ROADSIDE VEGETATION	212.97
143498	PILCHUCK VETERINARY	ANIMAL CRUELTY CASE	COMMUNITY SERVICES UNIT	239.06
143499	PRO-TECTION SEATTLE	INSTALL WINDOW TINT	PUBLIC SAFETY BLDG	573.83
143500	PUD	OH PERM AND FLAGGING FEE	METER READING	603.00
	PUD		METER READING	603.00
143501	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #202461026	MAINT OF GENL PLANT	15.31
	PUD	ACCT #205481823	GOLF ADMINISTRATION	15.31
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #200973956	SEWER LIFT STATION	17.80
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #205195373	PARK & RECREATION FAC	19.84
	PUD	ACCT #200061463	PARK & RECREATION FAC	23.16
	PUD	ACCT #200501617	TRANSPORTATION	26.18
	PUD	ACCT #202011813	PUMPING PLANT	29.98
	PUD	ACCT #201142155	TRANSPORTATION	32.14
	PUD	ACCT #200448801	TRANSPORTATION	38.87
	PUD	ACCT #204829691	STREET LIGHTING	40.45
	PUD	ACCT #203500020	STREET LIGHTING	47.72
	PUD	ACCT #202294245	SEWER LIFT STATION	50.74
	PUD	ACCT #200660439	STREET LIGHTING	51.53
	PUD	ACCT #201628880	WASTE WATER TREATMENT	53.11
	PUD	ACCT #221610405	STREET LIGHTING	53.98
	PUD	ACCT #203996343	STREET LIGHTING	56.54
	PUD	ACCT #220681340	STORM DRAINAGE	77.13
	PUD	ACCT #221115934	MAINT OF GENL PLANT	79.22
	PUD	ACCT #201225067	PARK & RECREATION FAC	92.84
	PUD	ACCT #202303301	SEWER LIFT STATION	94.09
	PUD	ACCT #203291216	GENERAL	120.65
	PUD	ACCT #201909637	SEWER LIFT STATION	128.14
	PUD	ACCT #220020531	STREET LIGHTING	223.32
	PUD	ACCT #201675634	WASTE WATER TREATMENT	413.34
	PUD	ACCT #201587284	WASTE WATER TREATMENT	625.96
	PUD	ACCT #202177333	MAINT OF GENL PLANT	679.12
	PUD	ACCT #201639689	MAINT OF GENL PLANT	880.62
	PUD	ACCT #201617479	CITY HALL	1,325.35
	PUD	ACCT #200021871	COURT FACILITIES	1,332.94
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,049.47
143502	PUD	POLE ATTACHMENT APPLICATION DCU2020	METER READING	754.00
143503	QUIL CEDA CARVERS	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
143504	RADIA INC PS	INMATE MEDICAL EXPENSE	DETENTION & CORRECTION	200.00
	RADIA INC PS		DETENTION & CORRECTION	250.00
	RADIA INC PS		DETENTION & CORRECTION	458.80
	RADIA INC PS		DETENTION & CORRECTION	813.20
143505	RICH MARKETING LLC	DIGITAL ADVERTISING	STORM DRAINAGE	1,000.00
143506	ROSEMOUNT ANALYTICAL	PH SENSORS	SUNNYSIDE FILTRATION	1,014.37
143507	SAFETY SOURCE LLC	ALUMINUM TRENCH SHIELD AND STACK PINS	WATER DIST MAINS	183.62
143508	SAFEWAY INC.	COVID FOOD BANK SUPPLIES	EXPENSES TO FACILITATE	348.00
143509	SCARSELLA BROS	RELEASE RETAINAGE-1ST ST STORM REPAIRS	WATER/SEWER OPERATION	1,374.82

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/17/2020 TO 9/23/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143510	SCORE	INMATE MEDICAL-JULY 2020	DETENTION & CORRECTION	22.16
	SCORE	INMATE HOUSING-AUGUST 2020	DETENTION & CORRECTION	8,354.00
143511	SETINA MFG CO INC	PUSH BARS AND PIT BARS	EQUIPMENT RENTAL	841.78
143512	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		OFFICE OPERATIONS	59.28
143513	SIRCHIE	DNA KITS	GENERAL FUND	-32.97
	SIRCHIE		POLICE PATROL	387.51
143514	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES-AUGUST 2020	SOLID WASTE OPERATIONS	162,377.00
143515	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	599.20
143516	SOUND SAFETY	JEANS-SCHOOLCRAFT	UTIL ADMIN	131.66
	SOUND SAFETY	JEANS-SCOTT	EQUIPMENT RENTAL	143.01
143517	SPECIALTY CONTROLS	SERVICE AND REPAIR	WASTE WATER TREATMENT	1,565.72
143518	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	88.84
143519	STATE AUDITORS OFFIC	AUDIT PERIOD 19-19	UTIL ADMIN	989.62
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	989.63
143520	SUBURBAN PROPANE	PROPANE CHARGES	PARK & RECREATION FAC	592.42
143521	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	27.30
143522	TRAFFIC SAFETY SUPPL	BARRICADES, CONES AND SIGNS	EXECUTIVE ADMIN	1,160.59
143523	TRANSPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	1,960.33
	TRANSPO GROUP		GMA - STREET	2,913.48
143524	ULINE	VINYL BOARD	WASTE WATER TREATMENT	85.07
	ULINE	TENT CANOPY AND WEIGHTS	WASTE WATER TREATMENT	415.77
143525	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	15.84
143526	WAPRO	FALL CONFERENCE-BROCK	CITY CLERK	35.00
143527	WASHINGTON TRACTOR	STARTER COVER W/REWIND	SMALL ENGINE SHOP	109.29
143528	WAXIE SANITARY SUPPL	PURELL	EXPENSES TO FACILITATE	211.39
143529	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
143530	WETZEL, JAKE	TUITION REIMBURSEMENT	TRAINING	274.98
143531	WFOA	MEMBERSHIP DUES-BERG	UTILITY BILLING	75.00
	WFOA	MEMBERSHIP DUES-RYAN	UTILITY BILLING	75.00
	WFOA	CONFERENCE-LANGDON	FINANCE-GENL	250.00
	WFOA	CONFERENCE-BERG & RYAN	UTILITY BILLING	500.00
143532	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE	UTIL ADMIN	130.07
143533	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	34.09
	ZIPLY FIBER		RECREATION SERVICES	34.09
	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.78
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	222.89

WARRANT TOTAL: 2,514,952.12

CHECK #142236 CHECK LOST IN MAIL (131.25)

REASON FOR VOIDS:

INITIATOR ERROR
 CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY

2,514,820.87

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 30, 2020 claims in the amount of \$2,195,498.04 paid by EFT transactions and Check No.'s 143534 through 143635 with no Check number voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,195,498.04 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 143534 THROUGH 143635 WITH NO CHECK NUMBER VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **12th DAY OF OCTOBER 2020.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/24/2020 TO 9/30/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143534	REVENUE, DEPT OF	AUGUST EXCISE TAX	RECREATION SERVICES	0.09
	REVENUE, DEPT OF		CITY CLERK	1.97
	REVENUE, DEPT OF		POLICE ADMINISTRATION	35.01
	REVENUE, DEPT OF		WATER/SEWER OPERATION	152.99
	REVENUE, DEPT OF		GENERAL FUND	319.01
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,338.69
	REVENUE, DEPT OF		STORM DRAINAGE	21,244.35
	REVENUE, DEPT OF		GOLF COURSE	26,179.62
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	29,827.37
	REVENUE, DEPT OF		UTIL ADMIN	78,854.16
143535	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 9/13-9/19/20	MEDICAL CLAIMS	91,602.85
143536	FIRST AMERICAN TITLE	ROW ACQUISITION CLOSING FUND	GMA - STREET	3,062.90
143537	SCARSELLA BROS	PAY ESTIMATE #15	GMA - STREET	767,790.06
143538	BENEFIT COORDINATORS	DENT/ADMIN/VISION/MEDICAL PREMIUMS	MEDICAL CLAIMS	115,797.48
143539	US BANK	MARWAT14	ENTERPRISE D/S	527,025.00
143540	7 LAKES GIFTS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	8,000.00
143541	ACOSTA, JESSE	INTERPRETER SERVICES	COURTS	100.00
143542	AIR DUCTORS INC.	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
143543	ALLIANT INSURANCE	NOTARY BOND	RISK MANAGEMENT	40.00
	ALLIANT INSURANCE		RISK MANAGEMENT	40.00
143544	AMAZON CAPITAL	PHONE HEADSET RETURN	COMMUNITY	-54.65
	AMAZON CAPITAL	WEBCAM & SPEAKERS	DETENTION & CORRECTION	53.53
	AMAZON CAPITAL	PHONE HEADSET	COMMUNITY	54.65
	AMAZON CAPITAL	PURELL HAND SANITIZER REFILL	COMMUNITY	87.42
	AMAZON CAPITAL	OFFICE SUPPLIES	COMMUNITY	175.18
	AMAZON CAPITAL	PANORAMA ANTENNAS	STORM DRAINAGE	255.42
	AMAZON CAPITAL	WEBCAMS	EXPENSES TO FACILITATE	406.44
143545	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,480.00
143546	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
143547	ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
143548	ARTISTS GUILD, GREAT	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143549	AVANCE ADMIN & TAX P	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143550	BANK OF THE WEST	ROW ACQUISITION	GMA - STREET	1,100.00
143551	BATHROOM WINDOW	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143552	BICKFORD FORD	2020 FORD FUSION	EQUIPMENT RENTAL	19,710.00
	BICKFORD FORD	2020 FORD FUSION #A011-POLICE	EQUIPMENT RENTAL	19,710.00
143553	BORDERS/KIRLAND, LLC	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	10.00
143554	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	740.00
143555	CARON & CO RESTYLE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	9,800.00
143556	CASCADE COLUMBIA	CREDIT FOR RETURN OF CONTAINERS	WASTE WATER TREATMENT	-1,000.00
	CASCADE COLUMBIA		WASTE WATER TREATMENT	-1,000.00
	CASCADE COLUMBIA	CITRIC ACID FOR UV MODULE CLEANING	WASTE WATER TREATMENT	1,639.51
	CASCADE COLUMBIA	BULK PAX-XL8	WASTE WATER TREATMENT	13,261.94
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,670.13
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,951.84
143557	CASCADE SAWING	SLAB SAWING	WATER MAINS INSTALL	942.71
143558	CASCADE SEPTIC, LLC	PORTABLE SERVICE	WATER RESERVOIRS	327.00
143559	CCTV CAMERA PROS	GEOVISION SECURITY CAMERA	INFORMATION SERVICES	-35.34
	CCTV CAMERA PROS		COMPUTER SERVICES	415.33
143560	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
143561	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/24/2020 TO 9/30/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143561	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
143562	CORE & MAIN LP	BOLT KITS AND GASKETS	PUMPING PLANT	69.12
	CORE & MAIN LP	4" SADDLE AND 1" BALL CORP	WATER SERVICE INSTALL	140.68
	CORE & MAIN LP	2 - 8X6 FLGXMJ	WATER MAINS INSTALL	458.70
	CORE & MAIN LP	WILKINS 350 WITH BUTTERFLY	WATER MAINS INSTALL	3,084.65
143563	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	991.12
143564	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
143565	E&E LUMBER	ROLLER AND BRUSHES	WATER DIST MAINS	42.97
	E&E LUMBER	3' FREE BURY HYDRANT	SEWER LIFT STATION	119.61
143566	E&M FITNESS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143567	EMERGENCY MANAGEMENT	MARYSVILLE HMP ANNEX	EXECUTIVE ADMIN	12,611.00
143568	EVERETT STAMP WORKS	STAMP	FINANCE-GENL	63.28
143569	EYER, MATTHEW	MASKS	PUBLIC HEALTH EXPENSE	56.01
143570	GALLS, LLC	UNIFORMS	POLICE PATROL	183.20
	GALLS, LLC		POLICE ADMINISTRATION	253.19
	GALLS, LLC		POLICE PATROL	274.77
	GALLS, LLC		POLICE PATROL	630.01
	GALLS, LLC		DETENTION & CORRECTION	667.16
143571	GARY'S GUTTER SERV	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
143572	GRAINGER	HAND SANITIZER COVID 19	PUBLIC HEALTH EXPENSE	3,051.11
143573	GREATAMERICA FINANCI	POSTAGE LEASE	CITY CLERK	30.25
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.25
	GREATAMERICA FINANCI		FINANCE-GENL	30.25
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	30.25
	GREATAMERICA FINANCI		UTILITY BILLING	30.25
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.25
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.28
	GREATAMERICA FINANCI		POLICE PATROL	36.28
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.28
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.28
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.28
	GREATAMERICA FINANCI		UTIL ADMIN	38.61
	GREATAMERICA FINANCI		COMMUNITY	38.62
	GREATAMERICA FINANCI		ENGR-GENL	38.62
143574	GREENSHIELDS	PULLEY SWING AND SCREW LOCKS	WATER DIST MAINS	161.09
143575	HEALTH FIRST CHIOPR	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143576	HOME DEPOT USA	GLOVES	CUSTODIAL SERVICES	9.44
	HOME DEPOT USA	PINESOL CLEANER	CUSTODIAL SERVICES	39.97
	HOME DEPOT USA	DISINFECTANT SPRAY COVID	PUBLIC HEALTH EXPENSE	71.22
	HOME DEPOT USA	DISINFECTANT CLEANER	CUSTODIAL SERVICES	77.56
	HOME DEPOT USA	DISINFECTANT CLEANER COVID	CUSTODIAL SERVICES	116.34
	HOME DEPOT USA	DISINFECTANT SPRAY COVID	PUBLIC HEALTH EXPENSE	142.44
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	608.41
143577	HUMAN SERVICES	LIQUOR BOARD PROFITS EXCISE TAX	NON-DEPARTMENTAL	2,271.54
	HUMAN SERVICES		NON-DEPARTMENTAL	2,721.89
143578	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/24/2020 TO 9/30/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143578	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	100.00
143579	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	3,584.80
143580	JEFF'S TEXAS STYLE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143581	JET PLUMBING	ELECTRONIC SENSOR FAUCET	WATER QUAL TREATMENT	2,041.72
143582	K-9 VILLA LLC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143583	LASTING IMPRESSIONS		ECONOMIC SUPPORT	10,000.00
143584	LES SCHWAB TIRE CTR	TRACTION CAP	ER&R	506.50
	LES SCHWAB TIRE CTR	TRACTION CAP AXLE	ER&R	1,012.99
	LES SCHWAB TIRE CTR	STEER AXLE TIRES INVENTORY	ER&R	1,646.73
143585	LORMAN EDUCATION SVC	FLOOD CONTROL STORM WATER ISSUES	STORM DRAINAGE	239.37
143586	LOWES HIW INC	VARIOUS COUPLINGS, PIPES AND TEES	SOURCE OF SUPPLY	35.62
143587	MALDONADO AGENCY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143588	MANE IDEA, THE		ECONOMIC SUPPORT	10,000.00
143589	MARYSVILLE AWARDS		ECONOMIC SUPPORT	10,000.00
143590	MARYSVILLE PRINTING	EMERGENCY PREPAREDNESS FLIP CHARTS	EXECUTIVE ADMIN	3,407.41
143591	MAXIS RESTAURANT	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143592	MECHANICAL INSPECTIO	VEHICLE INSPECTION	POLICE PATROL	1,372.50
143593	NEHRING, JON	ROTARY DUES	NON-DEPARTMENTAL	135.00
143594	NKOMO CORP	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143595	O'BRIEN, APRIL	CRAIGSLIST JOB POSTING	CUSTODIAL SERVICES	45.00
143596	OAK CREST UNLIMITED	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143597	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	8.57
	OFFICE DEPOT		SOLID WASTE OPERATIONS	17.14
	OFFICE DEPOT	LOGITECH WEB CAMS	UTIL ADMIN	81.96
	OFFICE DEPOT		ENGR-GENL	81.96
143598	PANADERIA EL ANGEL	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143599	PARAMETRIX	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	564.79
143600	PART WORKS INC, THE	PARTS FOR WATCHDOG METERS	WATER CROSS CNTL	135.44
143601	PARTS STORE, THE	AIR FILTERS	ER&R	33.48
	PARTS STORE, THE	SYNTHETIC DEXRON	EQUIPMENT RENTAL	67.69
	PARTS STORE, THE	DIESEL EXHAUST FUEL	WATER DIST MAINS	109.19
143602	PARTSMASTER	BRASS FITTINGS	EQUIPMENT RENTAL	366.01
143603	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	26.04
	PGC INTERBAY LLC		PRO-SHOP	51.96
	PGC INTERBAY LLC		MAINTENANCE	85.37
	PGC INTERBAY LLC		PRO-SHOP	114.54
	PGC INTERBAY LLC		GOLF COURSE	134.80
	PGC INTERBAY LLC		PRO-SHOP	165.17
	PGC INTERBAY LLC		PRO-SHOP	458.50
	PGC INTERBAY LLC		MAINTENANCE	499.68
	PGC INTERBAY LLC		MAINTENANCE	522.45
	PGC INTERBAY LLC		PRO-SHOP	754.03
	PGC INTERBAY LLC		MAINTENANCE	1,068.23
	PGC INTERBAY LLC		PRO-SHOP	1,170.00
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		MAINTENANCE	1,714.11
	PGC INTERBAY LLC		MAINTENANCE	2,308.67
	PGC INTERBAY LLC		MAINTENANCE	3,137.93
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	10,165.34
	PGC INTERBAY LLC		MAINTENANCE	14,265.84
143604	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	100.00
143605	PILCHUCK FUCHSIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143606	PLATT ELECTRIC	FLUKE MEGAOHM METER	WASTE WATER TREATMENT	315.69
	PLATT ELECTRIC		SOURCE OF SUPPLY	315.69
143607	POHLI, INC.	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143608	POLLARDWATER	METAL DETECTOR	WATER DIST MAINS	603.98
143609	PROFORCE LAW ENFORC	NEW HIRE RIFLES	POLICE PATROL	2,814.48
143610	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	16.20
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #202368551	PARK & RECREATION FAC	19.71

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/24/2020 TO 9/30/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143610	PUD	ACCT #203569751	STORM DRAINAGE	25.53
	PUD	ACCT #202794657	TRANSPORTATION	33.94
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	42.78
	PUD	ACCT #220792733	STREET LIGHTING	44.38
	PUD	ACCT #203430897	STREET LIGHTING	46.93
	PUD	ACCT #203199732	TRANSPORTATION	50.32
	PUD	ACCT #202368544	TRANSPORTATION	53.40
	PUD	ACCT #202288585	TRANSPORTATION	55.20
	PUD	ACCT #202000329	PARK & RECREATION FAC	60.24
	PUD	ACCT #202524690	PUMPING PLANT	60.84
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	62.28
	PUD	ACCT #202557450	STREET LIGHTING	77.89
	PUD	ACCT #203231006	TRANSPORTATION	78.27
	PUD	ACCT #201021698	PARK & RECREATION FAC	104.71
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	109.65
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	126.68
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	131.96
	PUD	ACCT #222025900	PUMPING PLANT	152.13
	PUD	ACCT #201021607	PARK & RECREATION FAC	168.22
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	180.55
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	198.08
	PUD	ACCT #201065281	PARK & RECREATION FAC	241.15
	PUD	ACCT #201247699	STREET LIGHTING	260.91
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	264.45
	PUD	ACCT #200223857	PARK & RECREATION FAC	832.80
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #220824148	WASTE WATER TREATMENT	2,453.92
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,748.50
	PUD	ACCT #201147253	PUMPING PLANT	2,822.87
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,298.61
	PUD	ACCT #201577921	PUMPING PLANT	6,804.38
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,401.42
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,186.06
143611	PUGET SOUND SECURITY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143612	QUADIENT LEASING USA	SURE SEAL	MUNICIPAL COURTS	35.99
143613	QUIL CEDA COMMUNITY	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143614	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	800.00
143615	RHODODENDRON SOC	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
143616	ROBBINS, TAMARA	DE-STRESS YOUR DAY BROWN BAG LUNCH	PERSONNEL ADMINISTRATION	80.00
143617	SIX ROBBLEES INC	TRAILER JACK	SOURCE OF SUPPLY	114.99
143618	SNO CO FINANCE	FORD INTERCEPTOR REPAIR	EQUIPMENT RENTAL	3,931.87
143619	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	26,486.88
143620	SOUND PUBLISHING	HR SPECIALIST & HR ANALYST JOB ADS	PERSONNEL ADMINISTRATION	598.00
143621	SPRINGBROOK NURSERY	DITCH MAINTENANCE	STORM DRAINAGE	60.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	156.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	171.40
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	171.40
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	214.25
	SPRINGBROOK NURSERY	DITCH MAINTENANCE	STORM DRAINAGE	216.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	257.10
	SPRINGBROOK NURSERY	DITCH MAINTENANCE	STORM DRAINAGE	264.00
	SPRINGBROOK NURSERY	MEDIUM BARK	PARK & RECREATION FAC	342.80
143622	STAPLES	CLOROX WIPES COVID	PUBLIC HEALTH EXPENSE	10.36
143623	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
143624	STONEWAY ELECTRIC	REPLACEMENT CONTACT KITS	WASTE WATER TREATMENT	1,929.74
143625	SUNRISE ENVIRONMENT	GRAFITTI REMOVER	ER&R	1,113.43
143626	TASTAD CONSTRUCTION	PAY ESTIMATE #1	SURFACE WATER CAPITAL	50,625.03
143627	TOCCO, LEAH	WORK GROUP SUPPLIES	EXECUTIVE ADMIN	19.10
	TOCCO, LEAH		PERSONNEL ADMINISTRATION	95.85
143628	TRINITY SALON & SPA	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143629	TRUE NORTH EQUIPMENT	FLEET INVENTORY	ER&R	430.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/24/2020 TO 9/30/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
143630	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	30.89
143631	WA AUDIOLOGY SRVCS	REVIEW DATA AND MANAGEMENT FEE	POLICE PATROL	20.00
143632	WAXIE SANITARY SUPPL	DISINFECTANT SPRAY COVID	PUBLIC HEALTH EXPENSE	101.47
	WAXIE SANITARY SUPPL	PURELL HAND SANITIZER COVID	PUBLIC HEALTH EXPENSE	242.54
143633	WESTERN FACILITIES	CLEANING SUPPLIES	DETENTION & CORRECTION	275.33
143634	WHATS BLOOMIN NOW	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
143635	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.87
	ZIPLY FIBER	PHONE CHARGES	PARK & RECREATION FAC	59.30
	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	60.26
	ZIPLY FIBER		COMMUNITY	60.26
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.24
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	87.90

WARRANT TOTAL: 2,195,498.04

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

Index #3

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

AGENDA ITEM:	
67 th Avenue Townhomes – Slope Easement Relinquishment PA20034	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENT:	
1. AFN 9610010549 – Easement for Slopes 2. Relinquishment of Easement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RESG Homes LLC has submitted a land use application, proposing a 30-unit townhome development, on property owned by the Marysville School District, located on the west side of 67th Avenue NE between the 8300 – 8400 Block.

In order to construct improvements to 67th Avenue NE the City obtained a perpetual Easement for Slopes along the eastern 20 feet of APN 30052200104800, recorded under Auditor’s File Number 9610010549.

Because 67th Avenue NE has been improved, the slope easement is no longer needed and the applicant is proposing to relinquish the slope easement encumbrance. The Public Works Department has reviewed the request to relinquish the easement and has recommended City Council authorize the Mayor to execute and record the attached Relinquishment of Easement.

<p>RECOMMENDED ACTION: Staff recommends Council authorize the Mayor to sign the Relinquishment of Easement and record with the Snohomish County Auditor.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign the Relinquishment of Easement and record with the Snohomish County Auditor.</p>
--

AFTER RECORDING RETURN TO:
CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270

**NO EXCISE TAX
REQUIRED**
OCT 02 1996

DOB DANTINI, Snohomish County Treasurer
By **BOB DANTINI**



96 OCT -1 PM 4:29
SNOHOMISH COUNTY, WASH.
DEPUTY
AUDITOR

RECORDED

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

0610010549

THIS AGREEMENT, made this 5th day of AUGUST, 1996, by and between MARYSVILLE SCHOOL DISTRICT #25, hereinafter called the GRANTOR, and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the GRANTEE.

WHEREAS the GRANTOR herein is the owner of that certain parcel of land described as follows, to-wit:

LOT 1 OF SHORT PLAT 68 (3-81) RECORDED UNDER RECORDING NUMBER 8206170136, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

WHEREAS, it has been found necessary in the construction and improvement of LID No. 64, 67th Avenue N.E. and 88th Street N.E. Reconstruction to make slopes on the said property of the Grantor for cuts and fills;

NOW, THEREFORE, in consideration of the premises, and to the same extent and purposes as if the rights herein granted had been acquired under the eminent domain statute of the State of Washington, Grantor hereby conveys and warrants to the CITY OF MARYSVILLE, its successors and assigns, a perpetual right and easement to use and occupy the following-described lands for the purpose of construction and maintenance of highway slopes:

THE EAST 20.00 FEET OF THE SOUTH 242.50 AS MEASURED ALONG THE EAST LINE THEREOF OF SAID PROPERTY.

IN WITNESS WHEREOF, the said GRANTOR has hereunto signed his name this 6 day of August, 1996.

GRANTOR

L. D. Clement
GRANTOR
Fin + ops

State of Washington)
) ss.
County of SNO)

I certify that I know or have satisfactory evidence that Lawrence D. Clement is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Exec. Director Finance/ops of MARYSVILLE SCHOOL DISTRICT #25 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 6, 1996

(Seal or stamp)

Carol F. Egejlus
CAROL F. EGEJLUS
NOTARY PUBLIC
STATE OF WASHINGTON
86-1-8
Signature
Title
My appointment expires 8-1-98

VOL. 3217 PAGE 2412

WHEN RECORDED RETURN TO:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

Relinquishment of Easement

WHEREAS, the City of Marysville, a municipal corporation of the State of Washington ("Marysville"), is the grantee of that certain slope easement recorded under Auditors File No. 9610010549 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 slope easement recorded under Auditors File No. 9610010549 records of Snohomish County.

City of Marysville

Dated _____, 20__

(Mayor)

(Clerk)

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the MAYOR of THE CITY OF MARYSVILLE, the municipal corporation named herein, and acknowledged execution of the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the District.

WITNESS my hand and official seal hereto affixed the day and year first above written.

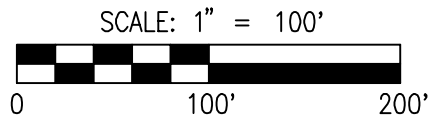
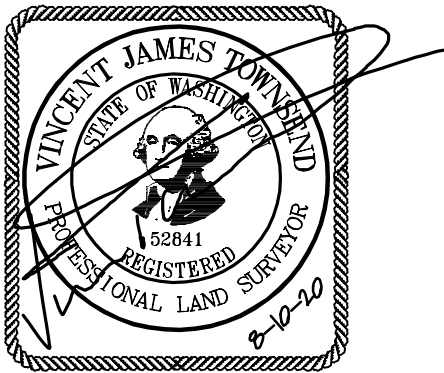
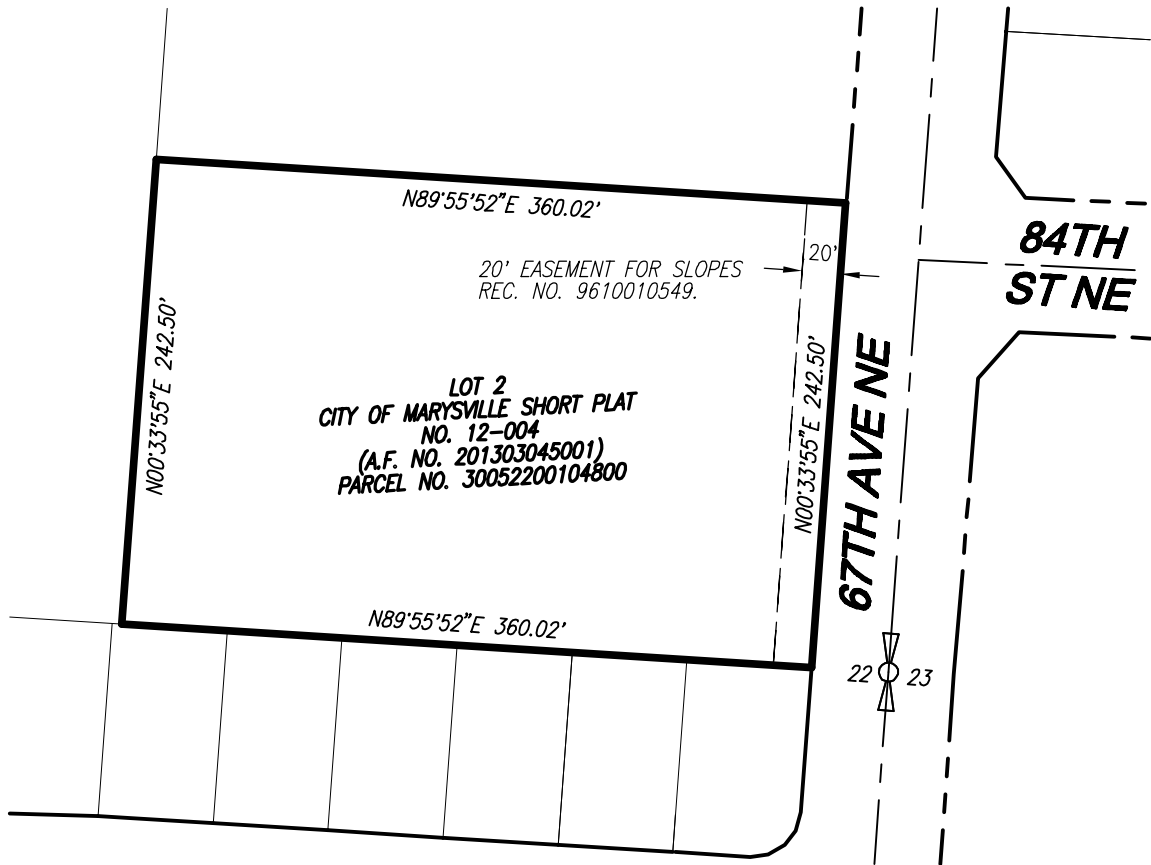
Notary Public in and for Washington State,
residing at _____
My Commission expires _____

EXHIBIT A**Easement**

THE EAST 20.00 FEET OF LOT 2, CITY OF MARYSVILLE SHORT PLAT NO. SP 12-004 RECORDED UNDER RECORDING NO. 201303045001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT 'A'



LDC

Surveying
Engineering
Planning

Woodinville
20210 142nd Avenue NE
Woodinville, WA 98072

Kent
1851 Central Pl S, #101
Kent, WA 98030

T 425.806.1869

www.LDCcorp.com

F 425.482.2893

LOT 2 CITY OF MARYSVILLE SP12-004

EASEMENT RELINQUISHMENT EXHIBIT

RELINQUISHMENT OF SLOPE EASEMENT (REC. NO. 9610010549)

A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SEC. 22, TWP. 30 N.,
RNG. 5 E., W.M., CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
NSY	8-10-2020	C19-164V-ESMTRELIQ	1"=100'	C19-164

Exhibit "B"**Parcel Legal Description**

LOT 2, CITY OF MARYSVILLE SHORT PLAT NO. SP 12-004 RECORDED UNDER RECORDING NO. 201303045001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

AGENDA ITEM:	
Recovery Contract (20-300) for Water Utility Construction Costs	
PREPARED BY:	DIRECTOR APPROVAL:
Ken McIntyre, Development Services Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Recovery contract, vicinity map, recovery map, recovery fee calculation	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>This recovery contract establishes a fair fee for latecomers benefitting from an 8” water line and associated appurtenances constructed in the 32nd Pl. NE right-of-way as part of the recent King’s Creek short plat. The recoverable water extension is identified on the attached recovery map.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the recovery contract.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the recovery contract.

After Recording Return to:

CITY OF MARYSVILLE
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
 CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
 CONTRACT NO. RC20-300**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name:	Address:
Alexander Reed, LLC	PO Box 1462 Marysville, WA 98270

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a water system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 366 LF of 8" ductile iron water main located in 32nd Pl. NE west of 74th Dr. NE, to serve the King's Creek Short Plat (APN 29050200304000).

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$23,984.53**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

(One parcel located adjacent to and north of the King's Creek Short Plat (APN 29050200304100))

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$10,515.98**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the property frontage length along 32nd Place West. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$40.45** per lineal foot of frontage along 32nd Place West of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the

termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER

By: _____
CITY ATTORNEY

By: _____
, OWNER

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

DATED this __ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Individual:

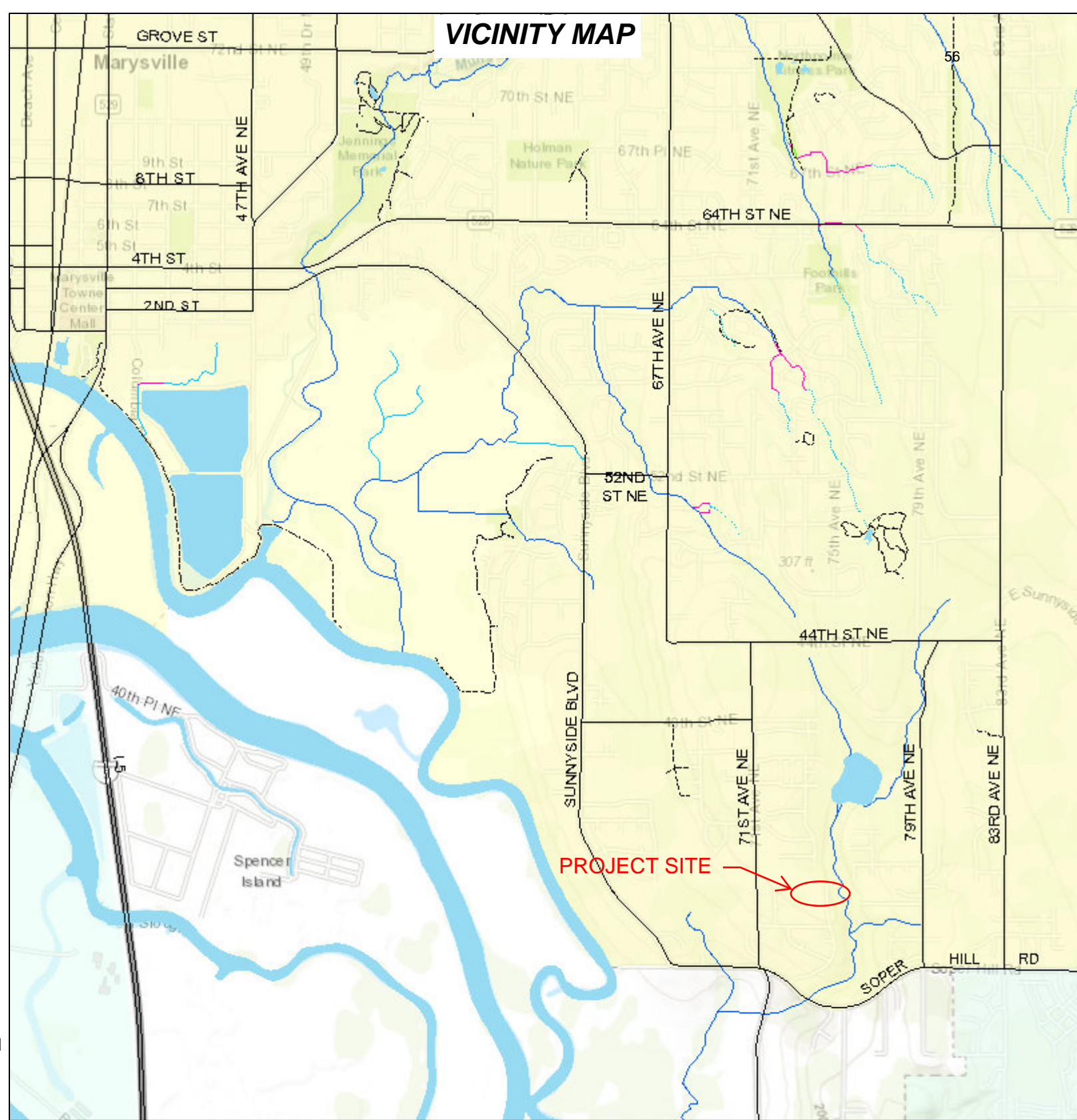
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this __ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

VICINITY MAP



City of Marysville

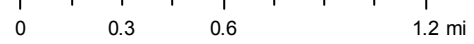
- +— Railroad
- Arterials
- - - Trails
- ||| Arlington airport
- ||| Water bodies
- Tributary
- - - Intermittent stream
- Swale
- - - Intermittent stream, not regulated
- Piped Stream
- Stream

- EVERETT
- LAKE STEVENS
- MARYSVILLE

- City limits**
- ARLINGTON

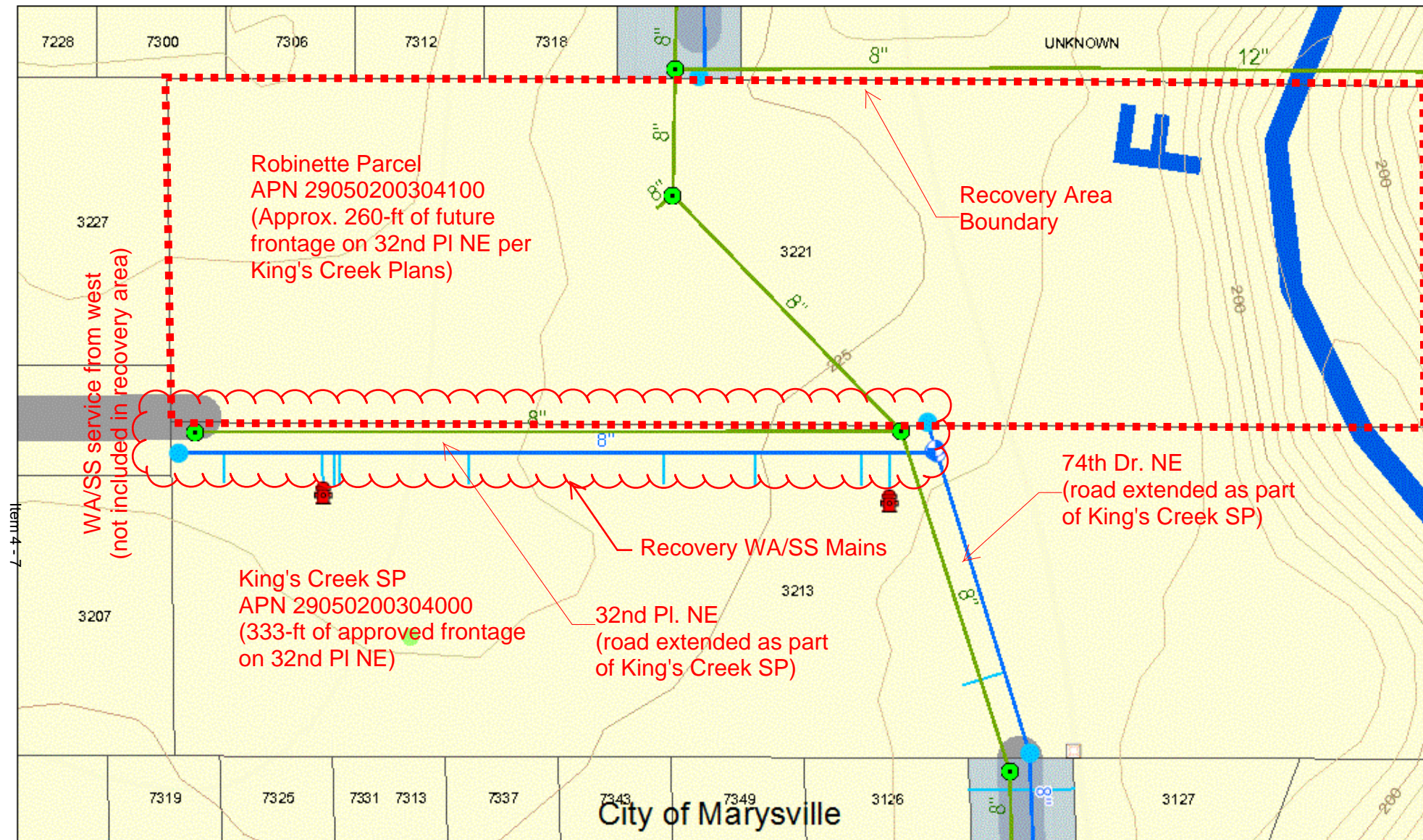
Item 4 - 6

1:36,112

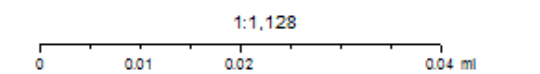


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King's Creek - WA/SS Recovery Map



- | | | | |
|---------------------|---|----------------------|------------------------------|
| Sewer Cleanouts | Water Valves - Mains | Air Control | Simple Check |
| Sewer Valves | Open | Air Gap | Double Check |
| Sewer Lift Stations | Closed | Air Release | Flow Control |
| Sewer Manholes | Unknown | Air Vac | Other |
| Sewer Lines | Water Hydrants | Altitude | PRV By-Pass |
| <all other values > | Water Sampling Stations | Back flow Control | PSI Relief Surge Anticipator |
| FORCE MAIN | Water Appurtenances (AV, BO, and etc.) | Blowoff | Pigport |
| GRAVITY | <all other values > | Booster Pump Control | Pressure Reducer |



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PUBLIC WORKS DEPARTMENT
Recovery Contract 20-300
Recovery Fee Calculation

By: KJM
 Date: 9/25/2020

	Qty	Item	Cost
Water Costs:	366 lf	8" DI Water Main	\$ 15,687.84
(per bill-of-sale & consultant invoices)	1 ea	Hydrant Assembly & Gate Valves	\$ 7,304.19
	1 ea	Computer WA for staking (ORCA)	\$ 150.00
	1 ea	Stake WA (ORCA)	\$ 660.00
	1 ea	WA plans per City comments (Land Tech)	\$ 57.50
	1 ea	WA plans (Land Tech)	\$ 125.00
Water Subtotal =			\$ 23,984.53

Contributing Property Summary:	Robinette Parcel (APN 29050200304100)	
	Frontage length on 32nd PI =	260 lf (est. from King's Cr. Plans)
	King's Creek Parcel (APN 29050200304000)	
	Frontage length on 32nd PI =	333 lf (per King's Cr. Plans)
Total Frontage Length =		593 lf

Calculated Pro-Rata Water Fee =	\$40.45 /lf
(Total cost / Total Frontage Length along 32nd PI NE)	
Recoverable Sewer Fee =	\$10,515.98
(Pro-Rata Fee x remaining recovery frontage length along 32nd PI NE)	

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

AGENDA ITEM:	
Recovery Contract (20-301) for Sewer Utility Construction Costs	
PREPARED BY:	DIRECTOR APPROVAL:
Ken McIntyre, Development Services Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Recovery contract, vicinity map, recovery map, recovery fee calculation	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>This recovery contract establishes a fair fee for latecomers benefitting from an 8” sanitary sewer line constructed in the 32nd Pl. NE right-of-way as part of the recent King’s Creek short plat. The recoverable water extension is identified on the attached recovery map.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the recovery contract.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the recovery contract.

After Recording Return to:

CITY OF MARYSVILLE
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
 CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
 CONTRACT NO. 20-301**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name:	Address:
Alexander Reed, LLC	PO Box 1462 Marysville, WA 98270

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sewer system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 344 LF of 8" sanitary sewer main located in 32nd Pl. NE west of 74th Dr. NE, to serve the King's Creek Short Plat (APN 29050200304000).

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$22,683.93**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

(One parcel located adjacent to and north of the King's Creek Short Plat (APN 29050200304100))

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$9,945.74**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the property frontage length along 32nd Place West. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$38.25** per lineal foot of frontage along 32nd Place West of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the

termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER

By: _____
CITY ATTORNEY

By: _____
, OWNER

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

DATED this __ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Individual:

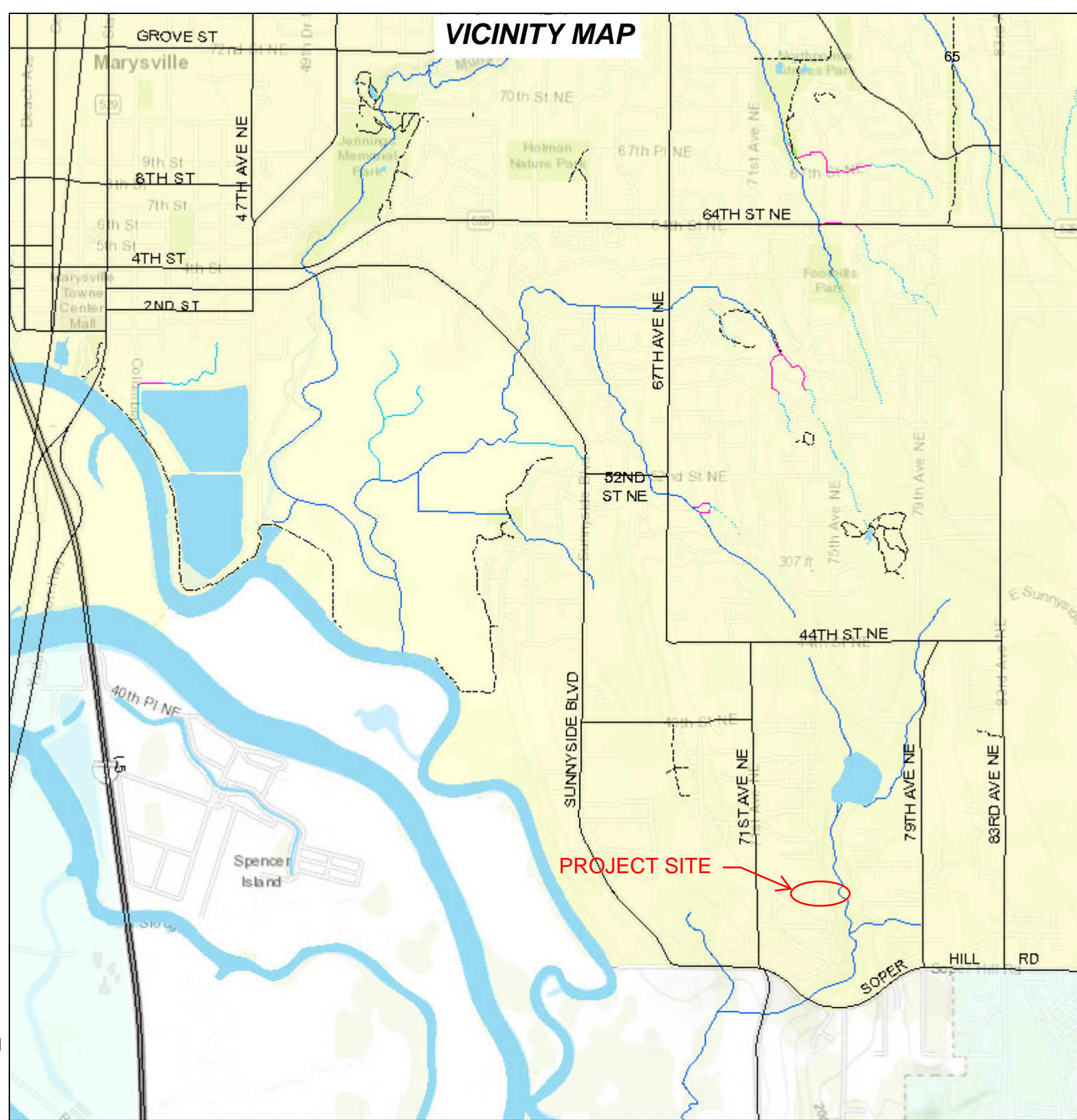
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this __ day of _____, 20____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

VICINITY MAP



City of Marysville

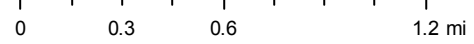
- +— Railroad
- Arterials
- - - Trails
- ||| Arlington airport
- ||| Water bodies
- Tributary
- - - Intermittent stream
- Swale
- - - Intermittent stream, not regulated
- Piped Stream
- Stream

- EVERETT
- LAKE STEVENS
- MARYSVILLE

- City limits**
- ARLINGTON

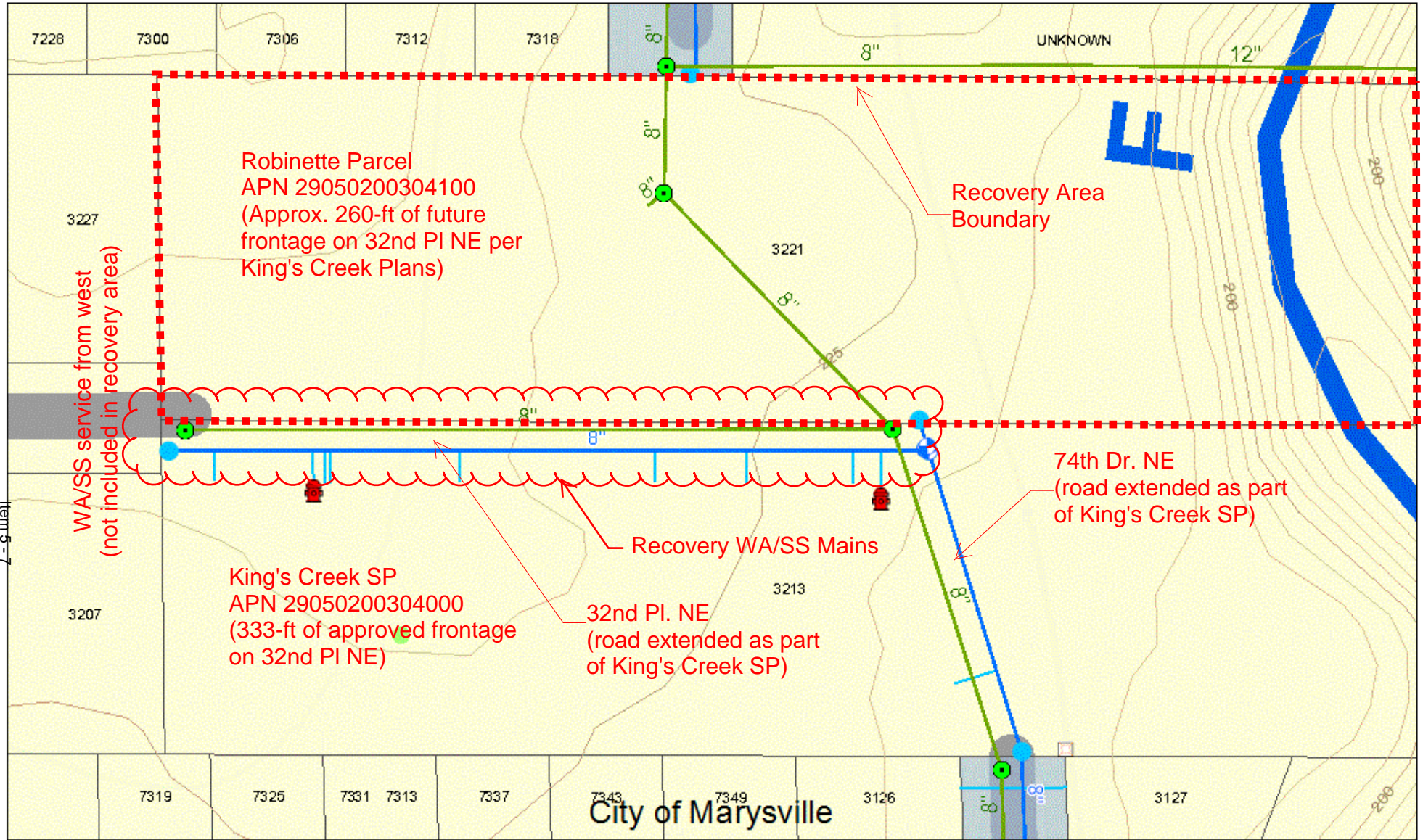
Item 5 - 6

1:36,112



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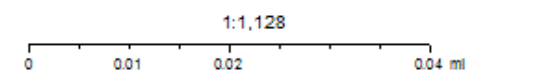
King's Creek - WA/SS Recovery Map



Item 5 - 7

City of Marysville

- | | | | | | | | | |
|---------------------|-------------------------|--|--------------|--------------|---------|-------------|------------------------------|----------------------|
| Sewer Cleanouts | Water Valves - Mains | Air Control | Air Gap | Air Release | Air Vac | Altitude | Back flow Control | Booster Pump Control |
| Sewer Valves | Open | Combination | Double Check | Flow Control | Other | PRV By-Pass | PSI Relief Surge Anticipator | Pigport |
| Sewer Lift Stations | Closed | Simple Check | Surge Relief | Unknown | | | | |
| Sewer Manholes | Unknown | Sewer Lines | | | | | | |
| <all other values > | Water Hydrants | FORCE MAIN | | | | | | |
| GRAVITY | Water Sampling Stations | Water Appurtenances (AV, BO, and etc.) | | | | | | |
| | <all other values > | Blowoff | | | | | | |
| | | Pressure Reducer | | | | | | |



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PUBLIC WORKS DEPARTMENT

Recovery Contract 20-301

Recovery Fee Calculation

By: KJM

Date: 9/25/2020

	Qty	Item	Cost
Sewer Costs:	344 lf	8" SS Main	\$ 14,536.90
(per bill-of-sale &	1 ea	48" SS Manhole	\$ 4,098.75
consultant invoices)	1 ea	Drop Connection	\$ 3,414.53
	1 ea	Compute SS for staking (ORCA)	\$ 100.00
	1 ea	Setup SS cut sheets (ORCA)	\$ 57.50
	1 ea	Stake SS (ORCA)	\$ 75.00
	1 ea	WA plans per City comments (Land Tech)	\$ 57.50
	1 ea	SS - Add ex septic stub to base (Land Tech)	\$ 93.75
	1 ea	SS plans (Land Tech)	\$ 125.00
	1 ea	SS add inside drop connection (Land Tech)	\$ 125.00
Sewer Subtotal =			\$ 22,683.93

Contributing Property
Summary:

Robinette Parcel (APN 29050200304100)

Frontage length on 32nd PI =

260 lf (est. from King's Cr. Plans)

King's Creek Parcel (APN 29050200304000)

Frontage length on 32nd PI =

333 lf (per King's Cr. Plans)

Total Frontage Length =

593 lf

Calculated Pro-Rata Sewer Fee =

\$38.25 /lf

(Total cost / Total Frontage Length along 32nd PI NE)

Recoverable Sewer Fee =

\$9,945.74

(Pro-Rata Fee x remaining recovery frontage length along 32nd PI NE)

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 12, 2020

AGENDA ITEM:	
Centennial Trail Connector – WSDOT Trail Lease Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Trail Lease Agreement and Exhibits	
BUDGET CODE:	AMOUNT:
31000076.563000, P1601	N/A
SUMMARY:	

The Centennial Trail Connector project proposes to extend the existing Bayview Trail to the Centennial Trail. As part of this project, the trail will cross through WSDOT owned property in the vicinity of State Route 9. In accordance with the WSDOT's permitting requirements, the City is obligated to acquire a lease from WSDOT in the form of a Trail Lease Agreement.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the enclosed Trail Lease Agreement with WSDOT.

PROPOSED MOTION: I move to authorize the Mayor to sign and execute the agreement.

Lease No.: TR-01-14228
 I.C. No.: 01-31-15792
 Parcel No.: Various
 Project: SR 9, Lake Stevens to Arlington

T R A I L L E A S E

THIS IS A TRAIL LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT), and the CITY OF MARYSVILLE, a municipal corporation of the state of Washington, (hereinafter TENANT);

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; and

WHEREAS, the TENANT desires to construct, operate, and maintain a trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan as an interim use until the land and premises to be leased are needed for a highway purpose; and

WHEREAS, the TENANT has obtained from WSDOT Construction Agreement #GCB3380, incorporated herein as if fully attached hereto, to construct a trail connecting to the existing Centennial Trail; and

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and, WSDOT deems it to be in the best public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises (Premises) located in the Southeast Quarter of the Southwest Quarter, Section 13, Township 30 North, Range 5 East, W.M. in Snohomish County, and known to be a portion of the highway right of way of SR 9, Lake Stevens to Arlington, sheet 10 of 21 sheets, and as further shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein.

The premises is approximately fifteen (15) feet wide and 268 linear feet, or 3,832 square feet.

2. USE OF PREMISES.

A. No use other than construction, operation, and maintenance of a public pedestrian, bicycle, and other non-motorized vehicle trail under the control of TENANT is permitted without

the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises. No motorized vehicles will be allowed on the Premises except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the Premises. In using the Premises, TENANT shall comply with all statutes, policies, and regulations, including, but not limited to the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and maintenance of improvements located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the trail as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

(1) comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described herein, are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT. Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is damaged as a result of the activities authorized by this Lease, TENANT will promptly repair such damage at its cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of occupancy, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail located on WSDOT right of way, stating as follows:

"This trail is located on highway right of way under an agreement between the city of Marysville and the Washington State Department of Transportation."

E. WSDOT does not warrant that the unconstructed right of way is suitable for TENANT's purposes.

3. TERM. The term of this Lease is ten (10) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date).

4. RENEWAL. Upon expiration of the initial term, this Lease may be renewed by TENANT for two (2) additional ten (10) year periods, (Renewal Period), at the discretion of WSDOT; provided that, (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the property is not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations, and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the Lease, or any extension thereof.

5. HOLDING OVER. In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein, provided that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than thirty (30) calendar-days prior written notice.

6. TERMINATION BY WSDOT.

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

(1) immediately, upon the unauthorized assignment of this Lease by TENANT;

(2) upon not less than thirty (30) calendar days' prior written notice, for failure of TENANT to provide acceptable As-Built drawings to WSDOT within sixty (60) calendar days of the date of completion of the trail construction; acceptability of the As-Built drawings shall be determined solely by WSDOT and in conformance with **Section 17**, "AS BUILT" PLANS, of this Lease;

(3) upon not less than thirty (30) calendar days' prior written notice, if TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable";

(4) upon not less than thirty (30) calendar days' prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by

WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default;

(5) immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises;

(6) immediately, upon issuance of any court order, legislative action, by law, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises;

(7) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) upon not less than thirty (30) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) days;

(10) immediately, if a transportation emergency exists as solely determined by WSDOT; or

(11) upon not less than thirty (30) calendar days prior written notice, if TENANT (i) does not begin construction of the improvements, as described in **Section 2** "Use of Premises" herein (or as shown on **Exhibit "B"**) within one hundred eighty (180) calendar days from the Commencement Date of this Lease; (ii) does not complete the work within two hundred ten (210) calendar days of the beginning of said construction, or (iii) fails to open the trail to the public within sixty (60) calendar days of completing the trail construction. WSDOT and TENANT may mutually agree in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen conditions out of the control of either party, such as, but not limited to, weather, availability of equipment, and availability of utilities.

B. WSDOT may terminate the Lease in part upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that a portion of the Premises may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole determination are reasonably consistent with TENANT's authorized use of the Premises.

C. It is hereby acknowledged and agreed that the highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle, and other non-motorized vehicle trail. If this Lease is terminated for highway construction or reconstruction, and

WSDOT is unable to accommodate the trail in its current location and a local, state or federal official or agency with authority concerning use of the land or a court of competent jurisdiction determines that replacement of the trail is lawfully required, WSDOT will assess its ability to otherwise accommodate such trail within the highway right of way and to amend this Lease accordingly. TENANT hereby agrees that WSDOT will not incur any costs for replacement lands for the trail, for any reconstruction of the trail, or for any determination by TENANT not to rebuild the trail, and to indemnify and hold harmless WSDOT from any and all costs.

D. If TENANT fails to remove the trail and WSDOT determines that it is necessary to continue to maintain the trail in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said trail from TENANT's share of any Motor Vehicle Gas Tax Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of trail maintenance and operation.

E. TENANT agrees to pay all costs to barricade or to provide other interim safety measures, as directed by WSDOT, if closure of the trail becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the highway right of way.

7. TERMINATION BY TENANT. TENANT may terminate this Lease without penalty or further liability as follows:

A. upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT removes all traces of the trail prior to the date of termination;

B. upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or

C. immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

8. CONSIDERATION. In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration which is deemed to be a highway benefit. The consideration is: The separation of motor vehicle traffic from pedestrians or cyclists which will materially increase motor vehicle safety and increase highway efficiency. This trail will connect with existing trails to give pedestrians and cyclists heading in or out of Marysville options to bypass and separate from SR 9 vehicle traffic.

9. MAINTENANCE RESPONSIBILITIES.

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Premises that shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the trail facility. In addition (if applicable), TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Bridge Inspection standards (NBIS), EXCEPT any and all work that would require SR 9 closure.

B. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the state's highway facility or operation, or adversely affect traffic safety. TENANT will seek concurrence from the WSDOT Northwest Region Landscape Architect for any clearing of vegetation outside the Premises. Mitigation may be required if trees need to be removed.

C. TENANT agrees that it is additionally responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to the WSDOT:

- (1) Security and law enforcement for the Leased Premises;
- (2) Graffiti removal upon all real and personal property (including all fixtures and attachments). TENANT shall in no way interfere with any highway operations or traffic flow on SR 9 when removing graffiti. Inspections shall be no less than once per month;
- (3) Litter control on an as needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;
- (4) Sweeping of the Premises on an as needed basis in accordance with adopted TENANT maintenance standards and practices; and
- (5) Removing and disposing of unauthorized signs, banners, etc. from the Premises.

D. If TENANT fails to maintain the trail as provided herein, the WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for such maintenance costs within thirty (30) calendar days of receipt of a WSDOT invoice. If TENANT fails to pay such invoice, WSDOT is authorized to deduct and expend such costs, pursuant to RCW 47.24.050, from any monies TENANT is entitled to receive from the Motor Vehicle Fund until such costs are fully recovered.

10. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants and agrees that it will conduct its activities on Premises and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Lease, “Environmental Laws” means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing stormwater facilities on the Premises or adjacent lands managed and or owned by TENANT is maintained in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under the terms and conditions specified by WSDOT. This approval will include WSDOT review and approval of TENANTS’s or of any TENANT contractor’s spill prevention and control plan along with WSDOT’s approval of the storage location of any toxic or hazardous substance on WSDOT Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 10.A. For the purposes of this Lease, “Hazardous Substances” shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT’s staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, to the extent the need for said investigation is determined to be caused by TENANT’s operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency

within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

E. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed by law, TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability, including but not limited to any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released or have the potential to be released on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said property by TENANT or at TENANT's direction.

H. To the extent allowed by law, WSDOT hereby agrees to indemnify and hold harmless TENANT from any costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees to retain and indemnify and hold harmless TENANT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

I. The provisions of this Section shall survive the expiration or termination of this Lease.

11. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

12. USE OF RIGHT OF WAY UNDER/ADJACENT TO STRUCTURE.

A. TENANT agrees to provide protection against vehicular hits or other likely causes of damage arising from TENANT's use of the Premises to all retaining walls and to piers exposed to such potential damage under any elevated highway structure existing on the Premises. Such wall and pier protection shall be provided to the satisfaction of WSDOT prior to occupancy.

B. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure without WSDOT's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

C. TENANT shall at its own expense, and upon prior written approval from WSDOT, make any provisions it deems necessary to protect users of the proposed facility from any hazards resulting from use and operation of the highway.

13. TAXES/ASSESSMENTS/UTILITIES. TENANT agrees to promptly pay all bills, fees for utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and other services supplied to the Premises in addition to the above consideration provided by TENANT. TENANT further agrees to pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT and that benefit TENANT'S leasehold interest, are the obligation of and payable by TENANT (Assessments). Foreclosure of a lien on any delinquent Assessments subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080.

14. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION. TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure

compliance with the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and construction, when necessary.

15. LIMITATIONS. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans specifications, work plans, construction, equipment, installation; (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal, or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

16. NON-COMPLETION OF CONSTRUCTION. TENANT shall obtain WSDOT's approval of construction drawings, complete construction of the project according to the approved plans, and open the trail to the public within twenty-three (23) months of the effective date of this Lease.

17. "AS BUILT" PLANS. Within sixty (60) days of the date the trail construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned "As-Built" scale drawings showing at least the information following: (a) trail centerline; (b) ties to beginning and end of trail; (c) underground utilities; and (d) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT. In the event TENANT fails to provide such plans within the prescribed time period, TENANT hereby agrees that WSDOT shall have the right, at its option, to contract with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's invoice.

18. LIENS.

A. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

B. In the event a lien is filed upon the Premises, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim;

or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section B.(a), (b), or (c) above within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default per **Section 6.A.(4)**.

19. ENCUMBRANCES. It is expressly understood that TENANT shall not encumber the Premises.

20. WSDOT'S RIGHT OF ENTRY/INSPECTION. WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, to perform security audits, such as Homeland Security, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. In addition, WSDOT and the FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

21. INSURANCE.

A. TENANT warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's insurance policy must provide liability coverage for the Premises, including general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. All per occurrence and aggregated limits required hereunder shall apply solely to the Premises which are the subject of this Lease. Coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment, and in the event of non-payment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

C. Coverage, if obtained by TENANT in compliance with the Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated herein or as amended by WSDOT and promptly provide a certificate of insurance from an insurer licensed to conduct business in the state of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O. Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar day's written notice before any cancellation of the coverage required herein.

22. HOLD HARMLESS/INDEMNIFICATION.

A. TENANT, its successors, and assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. TENANT further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, and/or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.

B. WAIVER: TENANT 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 occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

23. NONDISCRIMINATION. TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, chapter 49.60 RCW.

24. ASSIGNMENT. Tenant shall not assign, sublet, or transfer this Lease nor any rights created by it without WSDOT's prior written approval.

25. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY.

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and on limited access highways also to relocate WSDOT's fences, if any, to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT.

C. Upon termination of this Lease TENANT agrees, if so requested by WSDOT, to obliterate the trail, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction, returning the right of way to its original condition before the construction of the trail.

D. TENANT shall accomplish the above work by the date of termination. If, after termination of this Lease, TENANT has not removed its improvements and/or personal property and returned the right of way to its original condition, if requested to do so, within the time allowed, WSDOT may, but need not, remove and dispose of said improvements and/or personal property and return the right of way to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

26. NO RELATIONSHIP ESTABLISHED. WSDOT shall in no event be construed to be a partner with, associate, or joint venture of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

27. TRANSPORTATION PURPOSES.

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section “4f”). If this Lease is terminated for highway construction and WSDOT or authorized local, state, or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the trail is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the trail as required and pay all such costs in accordance with Section 6.C. of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-1, sections 4-11 (see section 8(f)(3) within state owned right of way; such funds may be used outside of the state owned right of way).

28. CONDITION OF THE PROPERTY. WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit “A”**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

29. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary’s duly authorized representative.

30. ATTORNEYS’ FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney’s fees and costs.

31. MODIFICATIONS. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized parties thereto.

32. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

33. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

34. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

35. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

36. MEMORANDUM OF LEASE. The parties hereby agree to execute and record a memorandum of lease, if either party so requests.

37. NOTICES. Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: CITY OF MARYSVILLE
Attn: Public Works Director
80 Columbia Ave.
Marysville, WA 98270

Signatures:

CITY OF MARYSVILLE

Accepted and Approved by:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Michael Cotten

Title: _____

Title: Region Administrator, Northwest Region

Dated: _____

Dated: _____

APPROVED AS TO FORM

Any material modification requires
additional approval by the Office of the
Attorney General.

By: _____

Assistant Attorney General

Date: _____

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

On this _____ day of _____, 20____ before me personally appeared _____, to me known to be the duly appointed _____ of _____, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

(Signature)

(Print or type name)
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared Michael Cotten, to me known to be the duly appointed Region Administrator, Northwest Region, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

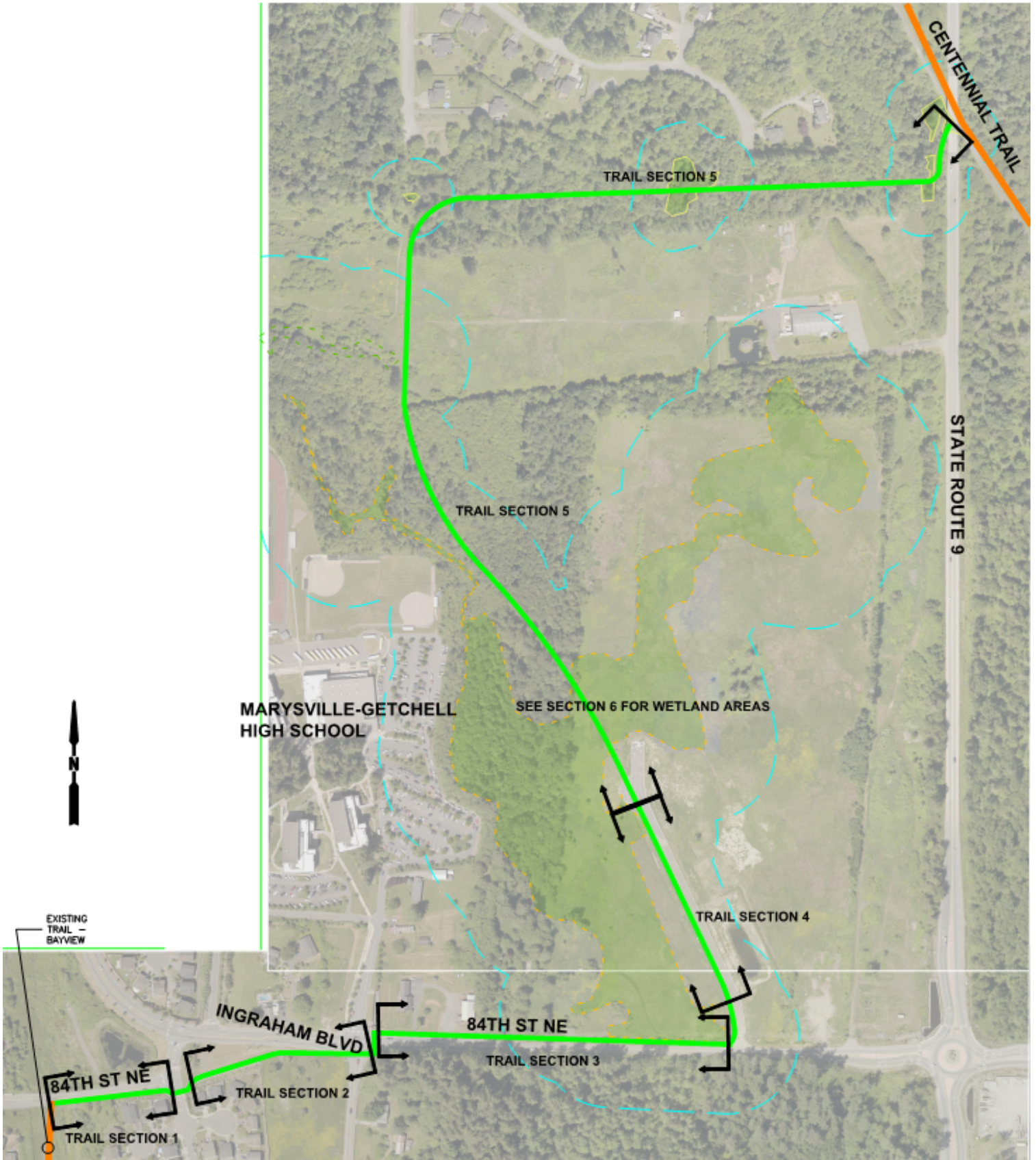
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____



Parcel Sketch

**CENTENNIAL TRAIL
(ABANDONED NORTHERN
PACIFIC RAILWAY**

**CENTENNIAL
TRAILS HOA
2000008235004**

LEASE AREA
3832.35 FT²
.088 ACRES

267.7382

245.0348

58.00'

WSDOT

**CITY OF
MARYSVILLE
30051300300700**

15.0000

EXHIBIT A

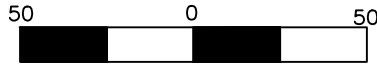
Lease #: TR-01-14228

ICN: 1-31-15792

City of Marysville

Page 2 of 2

Wolfe



centennial_Trail_Connection\CAD\WSDOT_ Exhibit 2.dwg



PUBLIC WORKS DEPARTMENT
80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100

RIGHT-OF-WAY EXHIBIT MAP
WSDOT TRAIL LEASE
CITY OF MARYSVILLE

10/14/2019
DATE

1 of 1
NUMBER

Index #8

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: October 12, 2020**

AGENDA ITEM:	
Purchase of Wetland Mitigation Credits for the Centennial Trail Connector Project	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Buy/Sell Agreement, Vicinity Map	
BUDGET CODE:	AMOUNT:
P1601.31000076.563000	\$290,025.00
SUMMARY:	

In accordance with the City’s environmental permitting requirements, the City is obligated to mitigate for impacts to sensitive areas that will occur as a result of the upcoming Centennial Trail Connector Project. The City determined that the most cost-efficient way to do so would be through a purchase of wetland mitigation “credits” from an approved wetland bank.

The attached Buy/Sell Agreement between the City and Mitigation Banking Services, LLC is for the purchase of 1.289 mitigation credits at an overall purchase price of \$290,025.00 for mitigation of impacts to the buffers of three Category II and III wetlands which are located in the path of the proposed trail project.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 1.289 wetland credits in the amount of \$290,025.00, thereby mitigating unavoidable wetland impacts arising from the Centennial Trail Connector Project.

PROPOSED MOTION: I move to authorize the Mayor to sign and execute the agreement.

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT
MITIGATION BANKING SERVICES**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and the City of Marysville, a political subdivision of the State of Washington (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands or other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.

2. AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

2.1. Purchase/Sale of Mitigation Credits

- 2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller: 1.289 Mitigation Credits from the Snohomish Basin Mitigation Bank upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The cost per full credit from the SHMB and SBMB is \$225,000. Therefore, the purchase price for the Project Mitigation Credits shall be: Two-Hundred and Ninety Thousand and Twenty-Five and 00/100 Dollars (U.S. \$290,025.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

2.2. Buyer’s Obligations/Limitation on Transfer of Mitigation Credits/Project Information.

2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project.** *[to be completed by Buyer]* The Project, Permit(s), and related information is as follows:

- Buyer’s name, address, & telephone number: City of Marysville, Attn: Kyle Woods, 1049 State Avenue, Marysville, WA 98270

- Permitting Agency(ies) name(s), address(es), telephone number(s): City of Marysville, 80 Columbia Avenue, Marysville, WA 98270

Snohomish County PDS, Attn: Sean Curran, 3000 Rockefeller Avenue, M/S 604, Second Floor Robert Drewel Building, Everett, WA 98201

US Army Corps of Engineers, Regulatory Branch, Attn: Katie Heard, PO Box 3755, Seattle, WA 98124-3755

- Permit(s) Number(s) Date of Permit:

Permit Agency	Number	Date of Issuance
<u>City of Marysville</u>	<u>PA 19-019</u>	<u>8-22-19</u>
<u>Snohomish County</u>	<u>20108371 LDA</u>	<u>to be issued</u>
<u>US Army Corps of Engineers</u>	<u>NWS-2019-484</u>	<u>10-28-19</u>
- Project Name & Location: City of Marysville Centennial Trail Connector, located northwest of the intersection of State Route 9 and 84th Street Northeast (parcel #30052400200700, 30052400200500, 30051300300700 and 30051300300800 and within right-of-way of 84th Street Northeast and State Route 9)

Brief Description of Impact(s) to be Compensated for by the Project Mitigation Credits: Impacts to be compensated for by the project mitigation bank credits include: direct impacts to 0.289 acres of Category II wetlands, direct impacts to 0.022 acres of Category III wetlands, indirect impacts to 1.271 acres of Category II wetlands, indirect impacts to 0.018 acres of Category III wetlands, and permanent impacts to 0.764 acres of wetland buffer.

- 2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

2.3. *Title/Risk of Loss*

- 2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2
- 2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. *Representations and Warranties*

Credit Seller represents and warrants to Buyer that:

- 2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

2.5. *Closing*

- 2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project

Mitigation Credits (“Closing”) shall occur when the Credit Seller receives a check for the purchase amount, under the terms of this Agreement

2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

2.6. *Notice*

2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.

2.6.2. If to Credit Seller: Mitigation Banking Services, LLC
PO BOX 354
Kirkland, WA 98083

2.6.3. If to Buyer: As provided in Section 2.2.2 above.

2.7. *Miscellaneous*

2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.

2.7.2. **Assignment.** Buyer’s rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller’s reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties’ respective successors and assigns.

2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.

2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.


2.7.5. **Time.** Time is of the essence of this Agreement.

2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

- 2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”
MITIGATION BANKING SERVICES, LLC, Credit Seller

By 
Zach Woodward, Manager MBS
[print name and title]

7-27-2020
Date

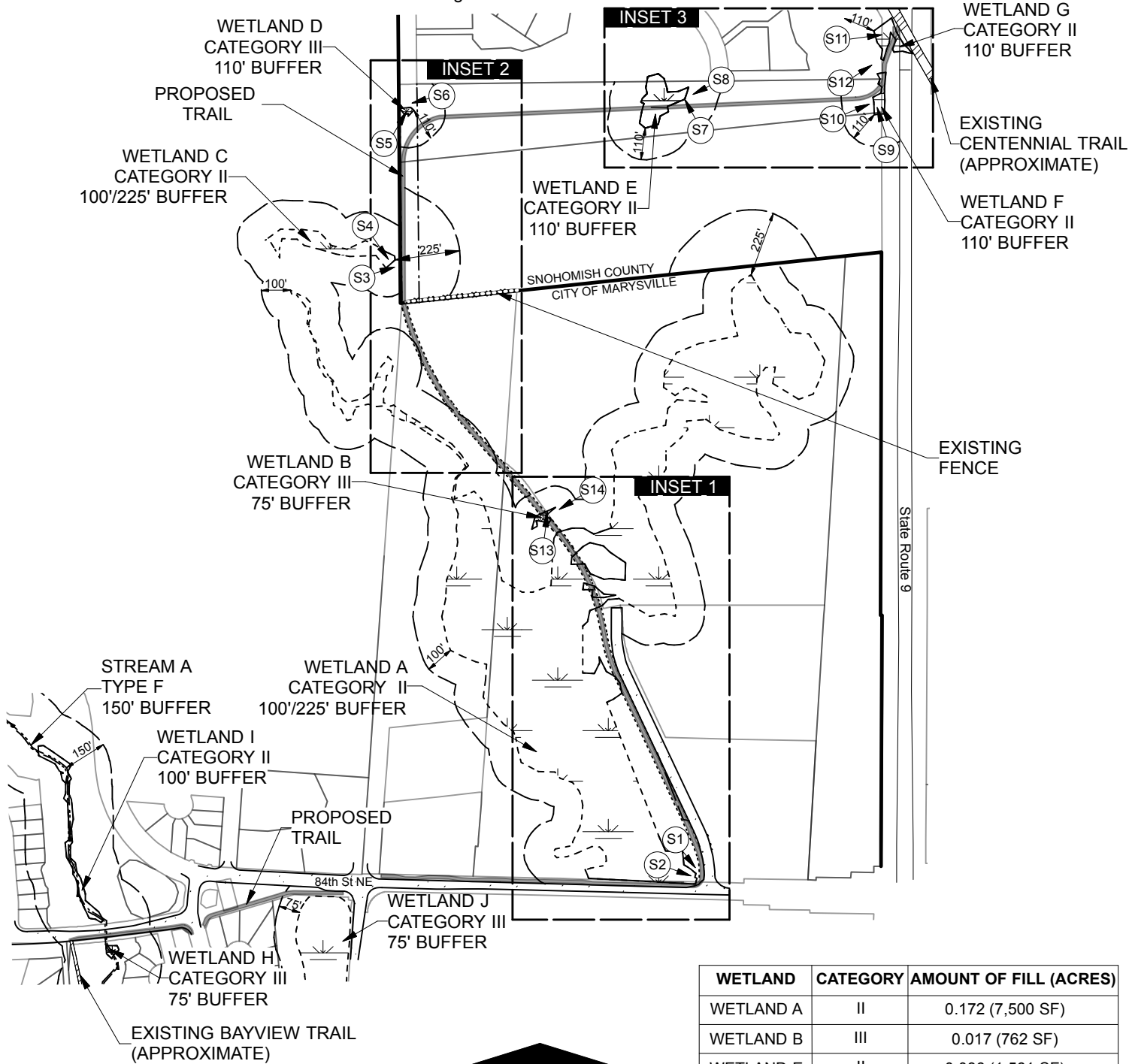
“BUYER”

By _____

[print name and title]

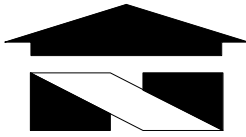
Date

MITIGATION PLAN MAP
 City of Marysville - Centennial Trail Connector
 Section 13, 24 Township 30N, Range 05E, W.M.
 Latitude: 48.0794813 N
 Longitude: -122.1152670 W

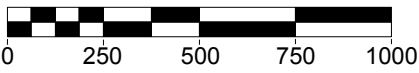


WETLAND	CATEGORY	AMOUNT OF FILL (ACRES)
WETLAND A	II	0.172 (7,500 SF)
WETLAND B	III	0.017 (762 SF)
WETLAND E	II	0.036 (1,561 SF)
WETLAND F	II	0.019 (824 SF)
WETLAND G	II	0.012 (519 SF)
TOTAL PROPOSED WETLAND FILL =		0.256 (11,166 SF)

LEGEND	
	DELINEATED WETLAND BOUNDARY
	APPROX. WETLAND BOUNDARY
	STREAM
	BUFFER
	DATA SITES
	EXISTING FENCE
	TRAIL EASEMENT
	UTILITY EASEMENT



Scale 1" = 500'



Corps Reference #

Applicant:
 City of Marysville
 Attn: Kyle Woods
 1049 State Avenue
 Marysville, WA 98270

Date: 1/2/2019

Location: Snohomish County Parcel #s:
 30051300300700, 30051300300800,
 30052400200700, 30052400200500

 State Route 9, 84th ST NE

Lat/Long: 48.0794813 N -122.1152670 W

Proposed Project: Centennial Trail Connector

In: WRIA 7
Local Jurisdiction: City of Marysville and Snohomish County
County: Snohomish
State: Washington

Sheet 1/2

Index #9

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

CITY COUNCIL MEETING DATE: October 5, 2020

AGENDA ITEM:	
Commercial permitted uses, and density and dimensional code amendments (PA20-015)	
PREPARED BY:	DIRECTOR APPROVAL:
Angela Gemmer, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Toyer Strategic Advisors objection letter dated 9/28/2020 2. Memo to City Council dated 10/1/2020, including attachments: <ul style="list-style-type: none"> · White Barn pre-application comments dated 8/4/2020 · Toyer Strategic code interpretation request letter dated 8/4/2020 · CD Director Koenig interpretation letter dated 2/8/2016 · CD Director Thomas interpretation letter dated 9/3/2020 with Ord. 2696 3. Memo to City Council dated 9/17/2020 4. PC Recommendation dated 9/9/2020 5. PC Minutes dated 9/9/2020 6. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Planning Commission (PC) held a public hearing on September 9, 2020 to review proposed amendments to Marysville Municipal Code Title 22, *Unified Development Code* pertaining to commercial permitted uses, and density and dimensional standards. Presently there is a disconnect between the adopted subarea plan for the East Sunnyside/Whiskey Ridge Area (Plan) and the Marysville Municipal Code (MMC). Specifically, the Plan does not contemplate residential uses in the Community Business-Whiskey Ridge (CB-WR) zone while the MMC permitted uses table incorrectly allows for residential uses. To remedy this disconnect, staff proposes to:

- Amend the zone description in MMC 22C.020.030 to distinguish between the Community Business (CB) and CB-WR zones, and clarify that residential uses are not allowed in CB-WR;
- Create a separate column in the permitted uses table in MMC 22C.020.060 for the CB-WR zoning district which would allow for all of the uses allowed in the CB zoning district except for multi-family, convalescent/nursing/retirement homes, and residential care facilities; and
- Make other minor amendments to the density and dimensional table in MMC 22C.020.080 for clarity and consistency.

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

<p>RECOMMENDED ACTION: Staff recommends that City Council affirm the Planning Commission’s recommendation and adopt the Commercial Permitted Uses, and Density and Dimensional Amendments by Ordinance.</p> <p>RECOMMENDED MOTION: I move to adopt the Commercial Permitted Uses, and Density and Dimensional Amendments by Ordinance, and authorize the mayor to sign said Ordinance.</p>
--



September 28, 2020

City Council
City of Marysville
80 Columbia Ave
Marysville, WA 98270

AGENDA ITEM #10

Dear Council members:

Our firm represents the contract purchaser for two parcels within the “East Sunnyside/Whiskey Ridge” subarea that are zoned Community Business (CB). Our client has spent several millions of dollars earlier this year after reviewing the zoning code and seeing that among the permitted uses the two project it had interested in the initial phase of this project: a medical office building and a senior apartment facility with a few units devoted to greater supervision of those with memory care issues.

We respectfully **OBJECT** to the adoption of Item 10, an ordinance amending commercial permitted uses, and density and dimensional code amendments (PA20-015) on the grounds that under RCW 36.70A.035(1)(c)¹ our Client should have been given adequate public notice of the Planning Commission hearing on this matter because our Client was seeking an administrative interpretation of the very section of code this ordinance seeks to amend.

City staff has known since at least May of this year that our Client is the developer of a project in the CB zone within the East Sunnyside/Whiskey Ridge subarea, which development was first discussed in relationship to how to allow development of apartments on the site without the requirement to be placed over ground floor retail space – a conversation that further evolved into discussing the allowance of senior apartments. During these conversations in May and early June, the City advised our Client that residential development was allowed in CB zone in Whiskey Ridge.

However, in June Staff reversed their opinion citing an inconsistency between the code and subarea plan (that has been in existence for years). The result being that our Client was now not permitted to develop the project as intended. We attempted to work with Staff to resolve the matter in favor of the permitted use matrix² as it exists in

¹ RCW 36.70A.035 (1) The public participation requirements of this chapter shall include notice procedures that are reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, school districts, group A public water systems required to develop water system plans consistent with state board of health rules adopted under RCW 43.20.050, and organizations of proposed amendments to comprehensive plans and development regulation. Examples of reasonable notice provisions include:

- (a) Posting the property for site-specific proposals;
- (b) Publishing notice in a newspaper of general circulation in the county, city, or general area where the proposal is located or that will be affected by the proposal;
- (c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;**
- (d) Placing notices in appropriate regional, neighborhood, ethnic, or trade journals; and
- (e) Publishing notice in agency newsletters or sending notice to agency mailing lists, including general lists or lists for specific proposals or subject areas.

² Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. *874 Cougar Mountain Assocs. v. King County, 111 Wash.2d 742, 757, 765 P.2d 264 1988). If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. Weyerhaeuser v. Pierce County, 124 Wash.2d 26, 43, 873 P.2d 498 (1994). These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code's favor.

Citizens for Mount Vernon v. City of Mount Vernon, 133 Wn.2d 861, 873–74, 947 P.2d 1208, 1215 (1997)

code, which matrix reflected residential uses (including senior housing) were permitted in the CB zone. Further action was taken to file an administrative code interpretation on behalf of our Client on August 3rd. Staff issued an interpretation on September 3rd, which we received on September 8th.

At no time during any of the conversations or correspondence, or within the code interpretation itself, did City staff mention to our firm or its Client that it was already underway with expediting a code amendment through the Planning Commission. Such notification would have given our Client the opportunity to provide public comments against the amendment and/or propose an alternative solution that would enable our Client's development.

Staff indicated in late August that they may be willing to process a comprehensive plan amendment to allow residential uses in the CB zone, which our last understanding was Staff was discussing with legal if there was a way to more forward an amendment prior to the next docket cycle (given the economic impact to our client). Based on this information, we had been preparing an application for a comprehensive plan amendment and rezone behalf of our client. But such an amendment would now either need to be to a different land use designation and zone, or require our Client submit both amendments to the subarea plan and the zoning code. What staff has proposed (without addressing our other concerns) could make it procedurally more difficult for our Client to get resolution favorable to development of the site in a timely manner.

In sum, our Client made a substantial investment in property in the City of Marysville based on:

1. what was shown as allowed in the City's permitted use matrix
2. permitted uses that staff had confirmed were allowed

Given our Client has immediate, non-speculative economic development projects it could bring to the City of Marysville, we believe there should have be a broader discussion about the immediate economic impact to our Client and the City, which are both struggling to deal with the effects of a pandemic and recession.

We would respectfully request the City Council **DELAY** this ordinance, choosing to remand it to staff and Planning Commission for further discussion such that additional, appropriate public participation from interested and impacted parties such as our Client can be heard.

Thank you for your time and consideration.

TOYER STRATEGIC ADVISORS, INC.



DAVID K. TOYER
PRESIDENT



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

MEMORANDUM

DATE: October 1, 2020
TO: Marysville City Council
FROM: Chris Holland, Planning Manager
RE: Community Business – Whiskey Ridge (CB-WR) Permitted Use Amendments (PA 20015)
CC: Allan Giffen, Interim CD Director
 Angela Gemmer, Senior Planner
 Amy Hess, Associate Planner

At the September 28, 2020 City Council meeting, a letter was provided by Toyer Strategic Advisors respectfully objecting to the proposed permitted uses, and dimensional code amendments presented to City Council. The proposed amendments are intended to align the permitted uses outlined in Marysville Municipal Code (MMC) 22C.020.060 with the East Sunnyside – Whiskey Ridge Subarea Plan. As noted in the Agenda Bill the adopted East Sunnyside – Whiskey Ridge Subarea Plan did not analyze environmental impacts, or provide for residential uses within the CB-WR zone.

Staff has had an open dialogue with Toyer Strategic Advisors, and their client Land Pro Group, Inc., regarding permitted uses in the CB-WR zone. Specifically, a preliminary application for a NON-Project Action Binding Site Plan (commercial subdivision) was submitted by Natural 9 Holdings, LLC (applicant), on July 7, 2020. The pre-application cover letter, submitted by the applicant, requested an update related to whether or not assisted living facilities were permitted in the CB-WR zone. In the pre-application comments (attached), staff responded that assisted living facilities are not a permitted use in the CB-WR zone.

In addition to the pre-application comments, City Staff has been in continuous communication with Toyer Strategic Advisors and Land Pro Group, Inc, regarding the uses allowed in the CB-WR zone. This includes numerous conference calls, e-mails and written correspondence.

On August 4, 2020 Toyer Strategic Advisors submitted a Code Interpretation request to Community Development Director Thomas (attached), whether multi-family was a permitted use on Assessor's Parcel Numbers (APN) 00590700030500 and 00590700031800, which are zoned CB-WR. On September 3, 2020 Community Development Director Thomas issued a Code Interpretation (attached), notifying Toyer Strategic Advisors that multi-family is not a permitted use in the CB-WR zone. The Community Development Director's code interpretation provided for a 15-day appeal period and included instructions on filing an appeal. The 15-day appeal period tolled with no appeal filed.

As previously noted, the permitted uses matrices incorrectly lists residential uses as being allowed in the CB-WR zone. Residential uses were never planned for or contemplated in the CB-WR zone and the environmental impacts of residential uses have not been analyzed. The proposed code amendments are not site specific, rather they are city wide and intended to align MMC Title 22 *Unified Development Code* with the adopted Comprehensive Plan.

Correction of this error does not diminish the fact that there may be future analysis related to whether, or not, residential uses should be allowed in the CB-WR zone. If allowing residential uses in the CB-WR zone is the direction desired by City Council, additional analysis and a Comprehensive Plan amendment is needed. Specifically, analysis of environmental impacts, water and sewer capacity, and road network level of service is needed to ensure that environmental impacts are mitigated and adequate utility facilities and level of service for road networks can be provided.

Notice of Public Hearing

The Planning Commission's Public Hearing on the proposed code amendments were duly advertised in accordance with MMC 22G.010.110, *Notice of public hearing*. Toyer Strategic Advisors had expressed interest in the past in being placed on a notice list that the Community Development Department maintains for providing notice of legislative actions; therefore, Mr. Toyer should have received an email of the Agenda for the Public Hearing. Notice for Planning Commission public hearings are also provided as follows:

- Public notice is posted at City Hall, Marysville and Lakewood Post Offices, Marysville Library;
- Entered into MIRS (Marysville Information Retrieval System) which is linked to various locations on the City's website;
- Posted on Channel 21;
- Published in the Everett Herald;
- Agenda is placed on Civic Plus using a 'Notify' function that creates a notification link that disseminates to 266 registered recipients. David Toyer - davidtoyerstrategic.com is among the registered recipients; and
- All public hearing and/or other Planning Commission materials are available upon request.

Attachments: Planning Staff Pre-Application Comments, dated 08.04.20
 Toyer Strategic Advisors Code Interpretation, dated 08.04.20
 Director Thomas Code Interpretation, dated 09.03.20



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

August 4, 2020

Ryan Larsen
Land Pro Group, Inc.
10515 20th Street SE, Suite 202
Lake Stevens, WA 98258

Re: White Barn NON-Project Action BSP – *Pre-Application Comments*
PreApp 20021

Dear Ryan,

This letter is intended to summarize the Planning Divisions comments regarding the above referenced proposal. These comments are preliminary in nature and are based on the applicable development standards outlined in the Marysville Municipal Code (MMC). Preliminary comments do not vest an applicant to the existing MMC. Development conditions will be based on the most current MMC provisions in effect at the time a *Determination of Completeness* has been issued on a formal land use application.

APPLICANT'S QUESTION:

1. Is it possible to record the binding site plan before all improvements are complete by bonding the improvements?

It is my understanding that you are proposing a NON-Project Action BSP, essentially recording a surveyed subdivision with future development processed under a separate application. NON-Project Action BSP are not required to make on, or off-site improvements, as there is no impact for recording the NON-Project Action BSP.

2. What retaining wall limitation are place(d) along 87th and Soper due to the Whiskey Ridge subarea?

See the blank wall standards/treatments outlined in [Section E.3.4](#).

See the maximum wall height along public streets or sidewalks outlined in [Section F.2.1](#).

See [MMC 22D.050.030](#), which outlines minimum standards for grading and retaining walls.

3. Does the City require any review of the frontage improvements along Soper Hill or do we deal 100% with the City of Lake Stevens.

Yes, not all of the improvements are located within the City of Lake Stevens. See attached ILA.

4. What associated off-site water and sewer improvements would be required if any?

None required for a NON-Project Action BSP.

5. We are looking at Lot 8 being a potential assisted living facility. The building on the draft BSP show such a facility. Does the fire department require vehicle access around the entire building?

Assisted living facilities are not a permitted use in the WR-CB zone. See attached administrative interpretation.

6. It is my understanding David Toyer has been working with staff to address the potential development of Lot 8 being a potential assisted living facility. Is there any additional information on this front you can add?

No update. Assisted living facilities are not a permitted use in the WR-CB zone.

PRE-APPLICATION COMMENTS:

7. Turn the site plan layers off and only include what is outlined on the attached NON-Project Action BSP submittal checklist.
8. The following are permit processing fees for the proposed NON-Project Action Binding Site Plan (BSP):
- . Preliminary BSP: \$5,000 + \$100 per lot
 - . Final BSP: \$1,000 + \$100 per lot
9. Future PROJECT-Action development will require individual development review pursuant to MMC Chapter 22G.120 *Site Plan Review* and the [East Sunnyside/Whiskey Ridge Design Standards and Guidelines](#).

Enclosed are copies of comments received from other City departments, and reviewing agencies. After you have had an opportunity to review, please let me know what pre-application comments you need clarification on. Once received I can set up a conference meeting with all of the applicable city and agency representatives. Most staff are currently teleworking, so the fastest way to communicate with me at this time is by e-mail: cholland@marysvillewa.gov.

Sincerely,

Chris Holland

Chris Holland
Planning Manager

cc: Jeff Thomas, CD Director



August 4, 2020

Jeff Thomas
Community Development Director
City of Marysville
80 Columbia Ave
Marysville, WA 98270

CODE INTERPRETATION

Dear Mr. Thomas:

Pursuant to MMC 22A.010.070, this letter serves as a request for an official code interpretation of the uses permitted for the development of tax parcels 00590700030500 and 00590700031800, designated and zoned Community Business. Specifically, we seek a two-part interpretation:

1. Whether the “multiple family” use is a permitted used in the Community Business zone.
2. Would the City’s February 9, 2016 code interpretation in the matter of the “Bonaventure Senior Living Continuing Care Retirement Community” [“Bonaventure”] apply the “Master Planned Senior Community” use in a case where the proposed use would be a “convalescent, nursing, retirement” facility with minor area of the facility set up to provide living spaces for residents with memory care issues.

Part 1 – Multiple Family in the Community Business Zone

The subject parcels are located within the “East Sunnyside/Whiskey Ridge” subarea and zoned Community Business. Per the permitted use matrix at MMC 22C.020.060, the “multiple-family” use is allowed in the Community Business zone. Three development conditions address this use, conditions (4), (5) and (63). Condition (4) requires that all units be located above street-level commercial, except that condition (5) allows for up to 20% or two units on the ground floor. Condition (63), which addresses the Community Business zone, expressly states “Permitted uses include Whiskey Ridge zones.” MMC 22C.020.070.

The “East Sunnyside/Whiskey Ridge” subarea plan was adopted in 2007. The City’s use matrix and development conditions, cited to above, have been updated multiple times since – giving the City ample opportunity to examine whether to change any allowed uses in the Whiskey Ridge area. Despite those various amendments, the City has retained multiple family as an allowed use for the CB Zone in this Whiskey Ridge subarea.

The East Sunnyside/Whiskey Ridge subarea plan identifies an existing population within the land capacity analysis (Table 4-25, page 3), but does not identify any “Additional Pop[ulation]” capacity. The subarea plan simple does not address residential development in the Community Business zone. Even though the plan is silent and the land capacity analysis does not identify additional population, page 4-14 of the plan states,

“Marysville was interested in ensuring a land use mix within this area to balance the largely single family residential growth occurring throughout the Sunnyside area and also to ensure that new neighborhoods were created as long-term neighborhoods.”

New residential developments in the Whiskey Ridge area should provide address site planning to integrate with the surrounding planned developments as well as provide attractive internal layout.

What this means is that new neighborhoods should enhance rather than diminish the surrounding area. This might occur through provision of transportation improvements that promote neighborhood walkability, population at a density to support transit and commercial services in the surrounding area, support of new facilities stretched by continuing population growth, retention of open space or parks within developing neighborhoods.

“Marysville is also committed to creation of a land use mix that provides both jobs and housing with commercial services in proximity the area’s growing residential community throughout the Sunnyside (Planning Area 3) and East Sunnyside/Whiskey Ridge (Planning Area 4) neighborhoods.”

Scrivener’s Error?

To date the department has provided us with “unofficial” guidance that a “scrivener’s error” in a prior code amendment incorrectly identifies multiple family uses as permitted in the Community Business zone, which use is not actually permitted. However, this “unofficial” guidance appears to be in direct conflict with the department’s 2016 administrative use interpretation in Bonaventure where is clearly and completely states that multiple family units are a permitted use in the Community Business zone. Further, as noted above, the City has had multiple opportunities over more than a decade to amend Code but continues to retain the multiple family use as permitted.

We have highlighted and marked two parts of the Bonaventure Interpretation as “A” and “B” for your reference. Further, we point out that within Bonaventure the department restates of MMC 22A.030.070 which establishes the purpose of the Community Business zone as three-fold, including:

(b) Allowing for a mix of housing and retail/service uses; and

We find no support in MMC 22A.030.070, 22C.020.060 and 22C.020.070 for the argument that housing, generally, and more specifically multiple-family housing as an expressly permitted use, could be a “scrivener’s” error, especially considering:

- 22A.030.070 was added in 2011 and has not be amended since
- 22C.020.060 was added in 2011 and has been amended more than a dozen times (last in 2019)
- 22C.020.070 was added in 2011 and has been amended ten times (last in 2019)

The zoning code in its entirety must be read for its plain meaning, which would include examination of the number of locations in which the multiple-family use is identified as permitted, the number of times those sections of code have been amended since 2011, and the 2016 code interpretation in Bonaventure which clearly found that the code is unambiguous in permitting multiple family in the Community Business Zone.

This would be consistent with the Supreme Court’s opinion in *Jongeward* which notes that legislators enact legislation in light of existing statutes. In other words, city councils enact ordinances in light of existing code. Since at least 2011 multiple family has been a permitted use in the Community Business zone despite more than a dozen ordinances amending that section of code in the intervening years. Further, the subarea plan in question was adopted in 2007. The legislative intent is unambiguous.

If a statute's meaning is plain on its face, we must “give effect to that plain meaning as an expression of legislative intent.” Campbell & Gwinn, 146 Wn.2d at 9-10. The plain meaning “is discerned from all that the Legislature has said in the statute.” Id. at 11. Plain meaning may also be discerned from “related statutes which disclose legislative intent about the provision in question.” Id. An examination of related statutes aids our plain meaning analysis

“because legislators enact legislation in light of existing statutes.” *Id.* (quoting 2A Norman J. Singer, *Statutes and Statutory Construction* § 48A:16, at 809-10 (6th ed. 2000)).

Jongeward v. BNSF Ry., 174 Wn.2d 586, 278 P.3d 157 (2012)

Inconsistency?

The department has further maintained that even if the zone's intent, use matrix, and development conditions are not a scrivener's error, multiple family could not be permitted because the zoning code would be inconsistent with the subarea plan.

We disagree. As evidence to that we call attention to the following cases:

*Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. *874 Cougar Mountain Assocs. v. King County, 111 Wash.2d 742, 757, 765 P.2d 264 1988). If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. Weyerhaeuser v. Pierce County, 124 Wash.2d 26, 43, 873 P.2d 498 (1994). These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code's favor.*

Citizens for Mount Vernon v. City of Mount Vernon, 133 Wn.2d 861, 873–74, 947 P.2d 1208, 1215 (1997)

Accord and more recently:

*Generally, a specific zoning ordinance will prevail over an inconsistent comprehensive plan. Weyerhaeuser v. Pierce County, 124 Wash.2d 26, 43, 873 P.2d 498 (1994) (citing Cougar Mountain Assoc. v. King County, 111 Wash.2d 742, 757, 765 P.2d 264 (1988)). Because a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts concerning a proposed use are resolved in favor of the more specific regulations. *895 Citizens for Mount Vernon v. City of Mount Vernon, 133 Wash.2d 861, 873, 947 P.2d 1208 (1997). Thus, **to the extent the comprehensive plan prohibits a use that the zoning code permits, the use is permitted.** Weyerhaeuser, 124 Wash.2d at 43, 873 P.2d 498. **Emphasis added.***

Lakeside Indus. v. Thurston Cty., 119 Wn. App. 886, 894–95, 83 P.3d 433, 437 (2004), as amended (Feb. 24, 2004)

Part 2 – Application of “Master Planned Senior Community”

We've additionally sought guidance from the department on the ability to locate a 150 bed facility in the Community Business zone which would primarily consist of a “convalescent, nursing and retirement” facility in which 130 units would be senior living units with a minimal amount of supportive care and assistance, meal preparation services, etc. along with 20 units which would serve the more intense needs of individuals requiring memory care. The city's code does not define “convalescent, nursing and retirement” collectively or individually.

To determine the ordinary meaning of an undefined term, our courts look to standard English language dictionaries. Boeing Co. v. Aetna Cas. & Sur. Co., 113 Wn.2d 869, 877, 784 P.2d 507 (1990).

According to the Meriam-Webster Dictionary:

“Convalescent” is an institution for the convalescing of people

--“Convalescing” is defined as “to recover health and strength gradually after sickness or weakness”

“Retirement home” is a place where retired people can live and sometimes be taken care of

“Nursing home” is a public or private residential facility providing a high level of long-term personal or nursing care for persons (such as the aged or the chronically ill) who are unable to care for themselves properly

Based on these definitions it is clear that a retirement home is consistent with what is also referred to by the City as independent senior living where the units are individual apartments but some care is available as needed (which may include meals, medical reminders, welfare checks, etc.). Further, memory care units would rightfully be consistent with the “nursing home definition” above.

It is our position that a 150 bed facility with +/- 130 independent senior living apartments are either a “retirement home” or “multiple-family” use (both are permitted) and a 20 bed memory care unit within such a facility would be an accessory “nursing home” use. MMC 22A.020.020 defines an “accessory use, commercial/industrial” as “a use that is subordinate and incidental to a commercial or industrial use.” A 20-bed memory care unit with a 150-bed facility would be an accessory use to the primary senior living apartments.

This is consistent with how the City defines “use” within MMC 22A.020.220:

“Use” means an activity or function carried out on an area of land, or in a building or structure located thereon. Any use comprising the sole or main use on the site is considered the primary use of the site. Any use subordinate or incidental to the primary use on a site is considered an accessory use.

However, in our prior discussions with the department, we have been provided with the Bonaventure interpretation from 2016 and informally advised by the department that a project featuring senior/retirement apartments and long-term memory care would be a “Master Planned Senior Community” as it would include a “*continuum of care that offers varying degrees of assistance for individuals as they are needed*” including residential living units or beds, congregate dining and on-site medical services.

We disagree and present the following:

1. “Convalescent, retirement, nursing” as it appears in the matrix is undefined anywhere in code. As written, it is poorly constructed and lacks the grammatical clarity of either “and” or “or” which would more conclusively indicate whether this is envisioned as single use or three types of similar uses.

Interpreting the matrix to read that “convalescent, nursing, and retirement” as a singular use would be absurd. If this were the case, it would appear duplicative of the “master planned senior community” use except for the lack of the latter use’s density incentive. Instead each should be read as a permitted use.

2. The key element of a “Master Planned Senior Community” is by its definition the presence of a “master plan for a site” that incorporates a range of care options. . .” The term “master plan” is defined in MMC 22A.020.170 as:

“Master plan” means a concept site plan, to scale, showing general land uses and zoning districts, proposed building pad concepts and orientation, public and private open space, sensitive areas, streets, pedestrian and vehicle connectivity to adjacent parcels, and other design features, required by applicable comprehensive plan and development regulations applying to the parcels.

The use of the phrase “concept site plan” is intended in most land use cases to be a plan for the gradual, multi-phase build-out of a bigger concept, such as multiple buildings, multiple-uses, etc.

A master plan’s concept site plan is different from that of a site plan, which is specific to a single use on a single site. And there is no definitive code statement that a combination of any two otherwise permitted uses are a master planned senior community.

A business performing two functions (two uses) within a single facility does not raise to a level of necessitating master plan. There are many examples of businesses with two uses in which one is a primary use and the other an accessory use. For example, a 2,000 square foot retail space for walk in business can be an accessory use to a 20,000 square foot wholesale distribution company; a 1,750 square foot tool rental business may be an accessory use to a 30,000 square foot hardware store; and a large auto-sales business (primary use) can operate a vehicle service center (accessory use). None of these require “master” planning, but they provide some “continuum” of service for their specific customer type.

We assert that the intent of the master planned senior community use is to incentivize the creation of projects of a particular size and significance (e.g. large acreage being developed, multiple buildings, multiple business or business units, and/or a multi-phased, multi-year project) that require they be located in limited areas and conditioned such that they achieve specific, measurable policy objectives.

3. A full and complete reading of the intent, purpose and applicability of MMC 22C.220 “Master Planned Senior Communities” does not identify any requirement (or limitation) that a senior housing project with a mix housing types be required to develop exclusively as a master planned senior community. In fact, it is clear throughout this chapter that the use is envisioned as an incentive to encourage a mix of senior housing uses, at higher densities, with services for aging in place to fulfill broader policy objectives under regional housing and regional planning policies¹. Thus, the use’s existence is not intended to limit or exclude other individually permitted uses or a combination of permitted uses (primary and accessory).

“This Chapter is intended to provide for developments that incorporate a variety of housing. . . To encourage active aging strategies. . . To permit higher densities for senior housing. . .” MMC 22C.220.010.

MMC 22C.220.020 Applicability – “An applicant may request to utilize the master planned senior community provisions if the site meets the site qualification criteria. . .”

4. Without the “master plan” distinction a retirement, nursing, or convalescent facility alone could be identified as a “Master Planed Senior Community” because each of these types of uses provides some range of services which could only be described as a “continuum of care” because every individual resident has differing needs for supervision, medical care, meal planning, rehabilitation, etc. For example in the case of a convalescent or nursing use the patients stay is variable based on a worsening or improving condition, and patients may include those recovering from strokes, others from hip replacements, and some who must be there because they simple cannot care for their own needs. Whereas in a retirement home, a retired couple may be living in a unit for convenience as one spouse can’t care for the other without help or someone may be there because they have a medical need which requires they be monitored even though they can live independently. Thus, “continuum of care” cannot be the exclusive factor to determine if the use is a “Master Planned Senior Community.”

¹ This is supported by the fact that the master planned senior community use is only allowed as a “conditional” use in two out of nine commercial and industrial zones (of which only one of these is a commercial zone – mixed use).

5. Further according to the Bonaventure interpretation (section underlined section "B"), if independent senior living apartments are not identified as a retirement home (group residence), then they would rightly be considered multiple family units whether or not concierge like activity coordination and/or access to medical staff were available.

Summary of Requested Interpretation

MMC 22A.010.070 provides authority for Code interpretation regarding allowed uses in a given zone. That interpretation, in turn, is required to be issued as a decision appealable to the Hearing Examiner under MMC Chapter 22G.010.

We believe we have provided sufficient legal and factual information to support our interpretation requests, and respectfully request the Director issue a code interpretation which concludes the following:

1. Multi-family is a permitted use in the Community Business zone
2. Independent senior living apartments are a multi-family use
3. A retirement home (group residence) is a permitted use and can include facilities which provide some access to concierge and/or medical services "as-needed" in accordance with the plain language definition (e.g. Meriam-Webster definition) for retirement homes
4. A single facility which included a retirement home (primary use) could have a portion of the facility dedicated to memory care (e.g. a skilled nursing component) as an accessory use.
5. A combination of a primary and accessory use does not rise to the level of a "Master Planned Senior Community"

Application & Fee

We could not locate a required application or fee in the information available online. Should there be an application or a fee, please alert us immediately and we will act to perfect this request. As you are aware, this property is slated for immediate development and we have been actively preparing application materials. Thus time is of the essence and we request the Department expeditiously review and provide its interpretation for further action either on an application or for further review by the City's hearing examiner under MMC Chapter 22G.010.

I am readily available at your earliest convenience to provide any further information or to discuss this request further.

TOYER STRATEGIC ADVISORS, INC.



DAVID K. TOYER
PRESIDENT



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

February 8, 2016

Mr. John Eld
 Project Manager
 Bonaventure Senior Living
 3425 Boone Road SE
 Salem, Oregon 97317

Dear Mr. Eld:

In response to your letter on a code interpretation for the "Bonaventure Senior Living Continuing Care Retirement Community" this letter has been drafted.

The City of Marysville passed an ordinance in 2011 with the intent to facilitate a full service continuum of care approach for seniors. It was named in the Marysville Municipal Code: "Master planned senior community" and is defined as: "a master plan for a site that incorporates a range of care options for senior citizens or disabled persons, including but not limited to independent senior housing, senior assisted living, and nursing homes. The proposed development must offer a continuum of care that offers varying degrees of assistance for individuals as they are needed. The community must include an integration of residential living units or beds, recreation, congregate dining, and on-site medical facilities/services."

The City Council later decided to reduce the areas of the city where master planned senior communities were allowed to locate because of their desire to keep commercially zoned land available for commercial uses. The master planned senior community use was removed as a conditional use from four commercial zones. These zones were the Neighborhood Business Zone - NB, Community Business Zone - CB, General Commercial Zone- GC and the Downtown Commercial Zone - DC.

It is our belief that the project you are proposing, as designed, comes under the definition above for master planned senior community. Your project is a "continuum of care" project which includes apartment suites for independent living, assisted living units with limited food preparation area and memory care suites. In reviewing the proposed project and your letter there are parts of the project which are allowed by the zoning code. Within MMC 22C.020.060 permitted uses under the Group Residences section of the code: convalescent, nursing, and retirement - group residences are allowed as permitted uses. The retirement word under Group Residences section of the code does not mean independent multiple family units. The section of the building you are proposing for memory care is allowed, and the section of the building which has independent living units / multiple family units is not allowed unless they are designed above a commercial use. Your proposed project does not have the commercial use on the first floor located at the street level as required by the code for multiple family units.

City Council in their goal of encouraging commercial use in the above commercial zones continues to allow multiple family uses when all units are located above a street-level commercial use. Mixed use buildings with commercial uses on the first floor and multiple family units on floors above are an allowed use in the Community Business Zone – CB.

"A"

Furthermore in reviewing the proposed use I reviewed if the use was consistent with the purposes of the zone set forth in Chapter 22A.030 MMC. The purpose of the Community Business Zone - CB in MMC is:

"The purpose of the community business zone (CB) 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:

- (a) 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;
- (b) Allowing for a mix of housing and retail/service uses; and
- (c) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses."

Your proposed use, as designed, is a "Continuing Care Retirement Community" and is not consistent with the above defined purpose in Chapter 22A.030 MMC.

Your project could go ahead if it were a Group Resident facility without independent living units (multiple family units) or if it were designed as a mixed use building with commercial on the first floor and the independent living units (multiple family units) above the commercial street level use.

"B"

Based on the proposed use without the commercial component on the street level first floor it is not allowed in the community business zone (CB) zone and the use is not consistent with the purpose of the CB zone described above..

The decision of the community development director shall be final unless the applicant or an adverse party files an appeal to the hearing examiner pursuant to Chapter [22G.010](#) MMC, Article VIII, Appeals.

Sincerely yours



Dave Koenig
Community Development Director

Cc: Gloria Hirashima
Chris Holland



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

September 3, 2020

David K. Toyer
 Toyer Strategic Advisors, Inc.
 3705 Colby Avenue, Suite 1
 Everett, WA 98201

Re: Code Interpretation Request

Dear David,

The City received your Code Interpretation request, dated August 4, 2020, which was a two-part request for the following:

1. Whether the "multiple family" use is a permitted use in the Community Business zone.
2. Would the City's February 9, 2016 code interpretation in the matter of the "Bonaventure Senior Living Continuing Care Retirement Community" ["Bonaventure"] apply the "Master Planned Senior Community" use in a case where the proposed use would be a "convalescent, nursing, retirement" facility with minor area of the facility set up to provide living spaces for residents with memory care issues.

Regarding the first point, multiple family use is permitted in the Community Business ("CB") zone (subject to certain conditions), however it is ultimately not an allowed use in the Whiskey-Ridge Community Business ("WR-CB") zone. This conclusion is based on the following:

- Ordinance No. 2696, dated May 14, 2007, officially amended the City of Marysville Comprehensive Plan by adopting the subarea plan for the East Sunnyside – Whiskey Ridge area and amended the City's development regulations by amending Chapter 19.12 (now MMC 22C.020.080 & 22C.020.090 after recodification) and 19.26 (now MMC 22C.090.020 after recodification). This subarea plan did not analyze or assign any residential density within the Whiskey Ridge – Community Business (WR-CB) zone.
- While Ordinance No. 2696 failed to amend MMC Chapter 19.08 *Permitted Uses* (now MMC 22C.020.060), it correctly did not assign any residential density within the WR-CB zone (as is reflected in Ordinance No. 2696 and in the currently adopted MMC 22C.020.080).
- Based on the WR subarea plan, Ordinance 2696, MMC 22C.020.060, and MMC 22C.020.080, multiple-family use is ultimately not an allowed use in the WR-CB zone.


Regarding your second point, while it is difficult to determine exactly what you are requesting interpretation on, it appears you are inquiring as to whether a 150-bed facility "made up of

130 senior living units with a minimal amount of supportive care and assistance, meal preparation services, etc., along with 20 units which would serve the more intense needs of individuals requiring memory care" would be considered a "Master Planned Senior Community" use. Based on the information provided, such a use would be a considered a Master Planned Senior Community use per MMC Chapter 22C.220.

Pursuant to MMC 22G.010.550 administrative interpretations may be appealed to the hearing examiner. A written appeal shall be filed within 14 days of the notice of decision and shall be accompanied with a \$500.00 filing fee. Grounds and contents of appeal are outlined in MMC 22G.010.550.

If you have any questions regarding the response to your code interpretation request, please contact me at 360.363.8211, or by e-mail at jthomas@marysvillewa.gov.

Sincerely,



Jeff Thomas
CD Director

cc: Gloria Hirashima, CAO
Jon Walker, City Attorney
Burton Eggertsen, Deputy City Attorney
Chris Holland, Planning Manager
Angela Gemmer, Senior Planner
Amy Hess, Associate Planner

Attached: Ordinance 2696

cc: Commdlev
Cook Pub
MASC

Orig. File

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2696

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE INITIAL SUBAREA PLAN FOR THE EAST SUNNYSIDE/WHISKEY RIDGE AREA AND AMENDING THE CITY'S DEVELOPMENT REGULATIONS BY AMENDING CHAPTERS 19.12 AND 19.26 MMC.

WHEREAS, the City of Marysville has proposed under RCW 36.70A.130(2)(a)(ii) to amend its comprehensive plan by the initial adoption of a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood; and

WHEREAS, any amendment or revision to a comprehensive land use plan must conform to RCW 36.70A.130; and

WHEREAS, the City of Marysville has met the spirit and intent of RCW 36.70A.130 by (1) providing for a public participation program set forth in Section 2 below, by (2) reviewing and identifying needed revisions to the Comprehensive Plan and development regulations, as described in Section 3 below, and by (3) adopting a subarea plan for the East Sunnyside/Whiskey Ridge neighborhood as set forth in the attached Exhibit A; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has made a good faith effort to comply with the recommendations of CTED and has submitted to CTED the proposed needed revisions to the City's Comprehensive Plan and development regulations as required by RCW 36.70A.106; and

WHEREAS, in taking the actions set forth in this Ordinance, the City of Marysville has complied with the requirements of the State Environmental Policy Act, Ch.43.21C RCW, (SEPA) by issuing an addendum on January 16, 2007 to the Final EIS for the City's Comprehensive Plan and Development Regulations; and

WHEREAS, the City received numerous comments on the revisions to the Comprehensive Plan and development regulations from citizens, environmental groups, developer organizations, and government entities, which comments the City has duly considered in adopting the needed revisions to the Comprehensive Plan and development regulations set forth in the

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subarea plan for the East Sunnyside/Whiskey Ridge area; and

WHEREAS, the Planning Commission held public hearings on December 11, 2006 and January 23, 2007; and

WHEREAS, the City Council held a public hearing on April 23, 2007, at which further public input was allowed on the subject of the proposed subarea plan recommended by the Planning Commission; and

WHEREAS, before adopting the needed revisions to the Comprehensive Plan and development regulations set forth in the subarea plan for the East Sunnyside/Whiskey Ridge area, the City Council has considered the public testimony, the report of staff and the Planning Commission;

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

Section 1. Public Participation Program.

The City of Marysville has established and implemented a public participation program for reviewing the proposed adoption of the subarea plan for the East Sunnyside/Whiskey Ridge area and the proposed revisions to the City's development regulations. The public participation program consisted of the meetings and hearings set forth below. The program has provided for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. Notice of the public meetings and hearings was given by:

- (a) mailing notices to property owners and residents;
- (b) publishing notices in newspapers of general circulation in the City and region;
- (c) notifying public and private groups with known interest in a certain proposal or type of proposal being considered;
- (d) posting notices at City buildings and the post office; and
- (e) making copies of the proposals and alternatives available for purchase or for review at the public library, City website, and City Hall.

Section 2. Review and Identification of Needed Revisions to the Comprehensive Plan and Development Regulations.

The City of Marysville has conducted a thorough review of the City's Comprehensive Plan and

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development regulations to identify revisions needed in the subarea plan to ensure compliance with the GMA and ensure internal consistency with policies and designations of the comprehensive plan. This review has been conducted by the City's Planning Commission, staff, and citizens and has utilized the public participation program set forth in Section 1 above.

Based on this review, the City has identified needed revisions to the Comprehensive Plan and development regulations as set forth in the subarea plan for the East Sunnyside/Whiskey Ridge area, which is set forth in the attached Exhibit A.

Section 3. Approval of Planning Commission's Recommendation and Adoption of Findings.

The City Council hereby approves the Planning Commission's recommendation with minor revisions as set forth in the attached Exhibit A.

Section 4. Adoption of Subarea Plan Amending the City of Marysville Comprehensive Plan.

The City Council hereby adopts the subarea plan for the East Sunnyside/Whiskey Ridge area, which is attached hereto as Exhibit A and is incorporated herein by this reference.

Section 5. Chapter 19.12 of the Marysville Municipal Code is hereby amended by adopting MMC 19.12.035 to read as follows:

Whiskey Ridge Subarea Plan zones. This chart supplements the existing zoning regulations in Chapter 19.12.030 Marysville Municipal Code)

(For implementing zones of Single Family High (R 6.5) and Multiple Family, Medium please refer to MMC 19.12.030.)

(1) Densities and Dimensions.

	Single Family High, R4-8 (24)	Multi-Family Low, R6-18 (15, 24)	Mixed Use MU (16, 24)	CB
Density: Dwelling unit/acre (6)	4.5 du/ac	6 du/ac (detached single family) 10 du/ac (attached multi family)	12 du/ac	--

Maximum density: Dwelling unit/acre (1)	8	18 du/ac	18 du/ac	
Minimum street setback (3) (18)	20 ft (8)	20 ft (23)	20 ft (23)	None (19, 23)
Minimum side yard setback (3)	5 ft (10)	10 ft (10)	None (20)	25 ft. (18)
Minimum rear yard setback (3)	20 ft	25 ft	None (20)	25 ft. (18)
Base height	30 ft	35 ft (4)	45 ft.	55 ft.
Maximum building coverage: Percentage (5)	40%	40%	-	-
Maximum impervious surface: Percentage (5)	50%	70%	85%, 75% (22)	85%
Minimum lot area	5,000 sq. ft	-	None	None
Minimum lot area for duplexes (2)	7,200 sq. ft	-	-	-
Minimum lot width (3)	40 ft	70 ft	None	None
Minimum lot frontage on cul-de-sac, sharp curve, or panhandle (16)	20 ft	-	-	-
WCF height (17)	60 ft	60 ft	120 ft	120 ft

(2) Development Conditions.

1. a. The maximum density for Whiskey Ridge subarea plan zones may be achieved only through the application of residential density incentive provisions outlined in Chapter 19.26 MMC.
2. The minimum lot sizes for duplexes apply to lots or parcels

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which existed on or before the effective date of the ordinance codified in this chapter. All new duplex lots created through the subdivision or short subdivision process shall be a minimum of 7,200 square feet in size, must include a "duplex disclosure," and comply with the density requirements of the comprehensive plan (eight units per acre for the Single Family zone).

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

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

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

5. Applies to each individual lot. Building coverage and impervious surface area standards for:

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

b. Nonresidential uses in residential zones shall comply with MMC 19.12.200.

6. a. The densities listed for the single-family zones are net densities.

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

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

8. On a case-by-case basis, the street setback may be reduced to 10 feet; provided, that at least 20 linear feet of driveway is provided between any garage, carport, or other fenced parking area and the street property line, or the lot takes access from an alley. The linear distance shall be measured in a straight line from the nearest point of the garage, carport or fenced area to the access point at the street property line. In the case of platted lots, no more than two consecutive lots may be reduced to 10 feet.

9. Residences shall have a setback of at least 50 feet from any

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property line if adjoining an agricultural zone either within or outside the city limits.

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

a. 20 feet along any property line abutting R-4.5 through R-8, and RU zones; or

b. The average setback of the R-4.5 through R-8 zoned single-family detached dwelling units from the common property line separating said dwelling units from the adjacent townhome or apartment development, provided the required setback applied to said development shall not exceed 60 feet. The setback shall be measured from said property line to the closest point of each single-family detached dwelling unit, excluding projections allowed per MMC 19.12.160 and accessory structures existing at the time the townhome or apartment development receives approval by the city.

11. On any lot over one acre in area, an additional five percent may be used for buildings related to agricultural or forestry practices.

12. The maximum building coverage shall be 10 percent where the lot is between 1.0 and 1.25 acres in area. The maximum shall be 15 percent where the lot is less than one acre in area.

13. The impervious surface area shall be:

a. Twenty percent when the lot is between 1.0 and 1.25 acres; and

b. Thirty-five percent when the lot is less than one acre in area.

14. Outside Planning Area 1, in the single-family high density zone, the small lot zone will be allowed through the PRD process with the minimum lot size being 5,000 square feet.

15. Single-family lots and units within the Whiskey Ridge MFL and R-12-28 zones shall utilize the dimensional requirements of the R-8 zone, except the base density.

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

17. Heights may be increased to 160 feet on nonresidential land uses in R zones, including publicly owned facilities, if co-location is provided.

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18. A 25-foot setback only required on property lines adjoining residentially designated property, otherwise no specific interior setback requirement.

Section 6. Chapter 19.26 of the Marysville Municipal Code is hereby amended by amending MMC 19.26.020 to read as follows:

19.26.020 Permitted locations of residential density incentives.

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

- (1) In R-12 through R-28 zones;
- (2) Planned residential developments; and
- (3) In MU, CB, GC and DC zones.
- (4) SF, MF, and MU zones within the Whiskey Ridge master plan. (Ord. 2411 § 1, 2002; Ord. 2131, 1997).

Section 7. Severability.

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 8. Effective Date.

This Ordinance shall take effect five days after its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this 14th day of May, 2007.

CITY OF MARYSVILLE

By Dennis L. Kendall
DENNIS L. KENDALL, Mayor

ATTEST:

By [Signature]
City Clerk

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MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

DATE: September 17, 2020
TO: City Council
FROM: Jeff Thomas, Community Development Director
 Angela Gemmer, Senior Planner
RE: Marysville Municipal Code Sections 22.020.030, 22.020.060 & 22.020.080 - Proposed Amendments
CC: Community Development – Planning Division

Introduction

The Community Development Department is committed to continuously improving the efficiency and effectiveness of its processes and regulations for staff, customers and citizens alike. A significant part of this commitment is proposing refinements and clarifications to development regulations as opportunities and challenges are identified.

Recently, disconnects were identified between the adopted subarea plan for the *East Sunnyside/Whiskey Ridge Area* ("Plan") and the Marysville Municipal Code ("MMC"). To remedy these disconnects, staff has drafted proposed amendments to MMC Sections 22.020.030 and 22.020.060. Additionally, other minor refinements and clarifications are proposed to MMC Section 22.020.080.

Legislative History

On May 14, 2007, the City of Marysville Comprehensive Plan was amended by the adoption of Ordinance No. 2696 which adopted the Plan. MMC Chapters 19.12 and 19.26 were concurrently amended by Ordinance No. 2696 for new development regulations within the subject Plan boundaries. Subsequent amendments by Ordinance No. 2728 to refine these development regulations were completed on December 10, 2007. On February 14, 2011, Ordinance No. 2852 was adopted to amend the MMC to create a Unified Development Code ("UDC"), MMC Title 22. The provisions of the UDC adopted in 2011 as relate to the Plan remain substantially intact today.

Analysis

The Plan, as it still exists today, does not provide for residential land uses within the Community Business zoning district. Unfortunately, the permitted uses table were not amended to address the Community Business-Whiskey Ridge (CB-WR) zone in 2007 with adopting Ordinance No. 2696. The permitted uses for CB-WR were also not addressed with the subsequent refinements adopted by Ordinance No. 2728. In 2011, the UDC amended the permitted use table and development conditions contained in MMC 22C.020.060 and 22C.020.070, and included the addition of footnote (63) to MMC 22C.020.070. This footnote applies to the Community Business (CB) zone and states that "permitted uses include Whiskey Ridge zones" thus combining the permitted uses for the CB and CB-WR zones. While the permitted uses table does appear to provide for residential development in the Community Business - Whiskey Ridge (CB-WR) zone, the density and dimensional standards table contained in MMC 22C.020.080 clearly and correctly assigns no residential base density nor residential maximum density for the CB-WR zoning district.

Proposed Amendments

To achieve the required proper alignment and consistency between the Plan and MMC as it relates to residential uses in the CB-WR zoning district, and to correct other minor

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Community
Development
80 Columbia Avenue
Marysville, WA 98270

inconsistencies in the density and dimensional table, the following development regulation amendments are proposed for Planning Commission review and consideration:

- Amend the zone description in MMC 22C.020.030 to distinguish between the Community Business ("CB") and CB-WR zoning districts and clarify that residential uses are not allowed in the CB-WR zoning district;
- Create a separate column in the permitted uses table in MMC 22C.020.060 for the CB-WR zoning district which would allow for all of the uses allowed in the CB zoning district except for multi-family, convalescent/nursing/retirement homes, and residential care facilities; and
- Minor refinements and clarifications in the density and dimension table in MMC 22C.020.080.

Staff respectfully requests the City Council affirm the recommendation of the Planning Commission, and adopt the proposed commercial permitted uses and density and dimensional amendments by Ordinance.



MARYSVILLE
COMMUNITY
DEVELOPMENT

**PC Recommendation – Commercial Permitted Uses and
Density and Dimensional Standards**

The Planning Commission (PC) of the City of Marysville, held a public hearing on September 9, 2020 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Sections 22C.020.030 – *Characteristics of commercial, industrial, recreation and public institutional zones*, 22C.020.060 – *Permitted uses*, 22C.020.070 – *Permitted uses – Development conditions*, 22C.020.080 – *Densities and dimensions*, and 22C.020.090 – *Densities and dimensions – Development conditions*. Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The Community Development Department held a public meeting to introduce the NON-PROJECT action Commercial Permitted Uses, and Density and Dimensional Standards Amendments to the community on September 9, 2020.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on August 20, 2020, in accordance with RCW 36.70A.106.
4. The PC held a public work session to review the NON-PROJECT action amendments proposing adoption of the NON-PROJECT action Commercial Permitted Uses, and Density and Dimensional Standards Amendments as described above, on September 9, 2020.
5. The PC held a duly-advertised public hearing on September 9, 2020 and received testimony from city staff and the public.
6. At the public hearing, the PC reviewed and considered the Commercial Permitted Uses, and Density and Dimensional Standards Amendments.

CONCLUSION:

At the public hearing, held on September 9, 2020, the PC recommended **APPROVING** the Commercial Permitted Uses, and Density and Dimensional Standards Amendments.

RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as the Commercial Permitted Uses, and Density and Dimensional Standards Amendments, an amendment to Marysville Municipal Code Sections 22C.020.030 – *Characteristics of commercial, industrial, recreation and public institutional zones*, 22C.020.060 – *Permitted uses*, 22C.020.070 – *Permitted uses – Development conditions*, 22C.020.080 – *Densities and dimensions*, and 22C.020.090 – *Densities and dimensions – Development conditions*, this **September 9, 2020**.

By: _____

Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

**Community
Development**



**1049 State Avenue
Marysville, WA 98270**

**Planning
Commission Meeting
Minutes
September 9, 2020**

CALL TO ORDER

Chair Leifer called the meeting to order and welcomed new commissioner Kevin Johnson. Introductions followed.

Present:

Commissioners: Chair Steve Leifer, Roger Hoen, Jerry Andes, Kevin Johnson, Kristin Michal, Brandon Whitaker, Tom Thetford

Staff: Planning Manager Chris Holland, Senior Planner Angela Gemmer, Program Specialist Janis Lamoureux

1. APPROVAL OF MINUTES

June 9, 2020 Planning Commission Minutes

Chair Leifer asked staff for clarification about the verbiage in note number 7, in the zoning matrix in 22C.020.070 related to not allowing mobile homes made prior to October 16, 2006. Senior Planner Gemmer explained that this refers to the distinction between mobile homes and manufactured homes. This note is saying that you can only do mobile homes in mobile home parks established prior to that date. Per state law, local jurisdictions are allowed to prevent mobile homes which are no longer built from being placed in new mobile home parks. Chair Leifer asked for confirmation that a developer could do a new mobile home park with the purpose of installing tiny homes, RVs, or factory homes. Staff affirmed this.

Motion to approve the June 9, 2020 Planning Commission Minutes moved by Jerry Andes seconded by Kristin Michal.

VOTE: Motion carried 5 - 0

AYES: Chair Steve Leifer, Jerry Andes, Kristin Michal, Brandon Whitaker, Tom Thetford

ABSTAIN: Roger Hoen, Kevin Johnson

July 14, 2020 Planning Commission Minutes

Commissioner Whitaker noted that the spelling of his last name should be corrected in the last paragraph on page 3 and also on page 4.

Motion to approve the July 14, 2020 Planning Commission Minutes as corrected by Commissioner Whitaker moved by Jerry Andes seconded by Brandon Whitaker.

VOTE: Motion carried 6 - 0

AYES: Chair Steve Leifer, Roger Hoen, Jerry Andes, Kristin Michal, Brandon Whitaker, Tom Thetford

ABSTAIN: Kevin Johnson

2. AUDIENCE PARTICIPATION (for topics not on the agenda)

None

3. PUBLIC HEARINGS

Item No. 1: Amendments to MMC Sections 22A.020.210 – “T” definitions, 22C.010.060 – Permitted uses, 22C.010.070 – Permitted uses – Development conditions, and 22C.180.030, Accessory dwelling unit standards to allow for tiny houses as accessory dwelling units.

Senior Planner Gemmer reviewed the proposed amendments to allow for tiny houses as accessory dwelling units as contained in the Planning Commission packet.

Commissioner Andes asked if temporary housing communities for homeless is addressed somewhere. Planning Manager Holland explained that transitory accommodations is addressed in the Temporary Use Code. The State Legislature enacted new rules related to transitory accommodations, therefore, these provisions will be coming back to the Planning Commission towards the end of the year or beginning next year.

Commissioner Hoen referred to Nina Weinstein's question about property owners being able to build and rent out tiny houses on their property which was raised in her letter. Senior Planner Gemmer replied that it would currently not be allowed if the property owner did not live on site. The accessory dwelling unit provision has always required that one of the units needs to be owner-occupied in order to preserve property values and pride of ownership.

Commissioner Johnson asked for clarification if tiny houses would be allowed in places other than mobile home parks. Senior Planner Gemmer explained they would be allowed in mobile home parks, but also as an accessory dwelling unit in

single-family residential zones or any zone where accessory dwelling units are allowed as long as one of the units is owner-occupied.

Commissioner Johnson asked if there are any conflicts with the City's building code to allow for smaller room sizes. Senior Planner Gemmer noted that the state has put out some regulations pertaining to tiny houses. The City's building department follows state requirements.

Public Comments: Chair Leifer solicited public testimony. There was none.

Motion to forward the tiny house code provisions to City Council for approval moved by Roger Hoen seconded by Tom Thetford.

AYES: ALL

Item No. 2: Amendments to MMC Sections 22C.020.030, Characteristics of commercial, industrial, recreation and public institutional zones, and 22C.020.060, Permitted uses, to prohibit multi-family residential, convalescent/nursing/retirement, and residential care facilities in the Community Business-Whiskey Ridge (CB-WR) zone

Planning Manager Holland explained that this is a legislative fix of an error that has been occurring for some time in the code. Senior Planner Gemmer reviewed the proposed amendments pertaining to the Community Business-Whiskey Ridge (CB-WR) zone. This would correct an error and eliminate multi-family residential, convalescent/nursing /retirement, and residential care facilities in the CB-WR zone as residential uses were not assigned to the zone.

Commissioner Johnson asked why residential would not be allowed in this zone. Planning Manager Holland explained that more analysis needs to be done regarding utilities and road impacts. Commissioner Johnson asked why car and boat dealers would be allowed in that zone, but not motorcycles. Senior Planner Gemmer explained that streamlining and updating the permitted uses matrices would be a future topic of discussion. Commissioner Johnson recommended also looking at manufacturing allowances for artisan manufacturers in order to make this a more vibrant area.

Public Comments: Chair Leifer solicited public comments. There were none.

Motion to approve amendments and forward to the City Council with a recommendation for approval moved by Jerry Andes seconded by Kristin Michal.

AYES: ALL

4. NEW BUSINESS

Mixed Use (MU) Zone Discussion

Senior Planner Gemmer introduced this topic for Commission discussion. With the current flexibility on uses in the MU zone, multi-family and commercial development is occurring in isolation rather than in the integrated manner intended by code. Upon Council direction, staff has proposed three options to consider to remedy this matter:

- Option 1: Require vertical mixed use in the MU zone. Vertical mixed use would require a combination of multi-family and commercial in the same building.
- Option 2: Require a commercial component to projects which propose a single building. If a project proposes multiple buildings, the buildings along the street frontages would either need to be vertical mixed use or commercial. Multi-family residential would be allowed interior to the site (behind the commercial or mixed use buildings).
- Option 3: No change. The Mixed Use zone would continue to allow for: exclusive multi-family, exclusive commercial, or a combination of multi-family and commercial, whether vertical or horizontal.

Commissioner Whitaker asked about the development climate related to true mixed use/vertical mixed use. Planning Manager Holland explained that the development community's response has been that it is not economically feasible for them to do vertical mixed use.

Commissioner Andes asked about the ratio of commercial to residential required for mixed use developments. Senior Planner Gemmer explained this would require more discussion; right now they are looking for general parameters. For the horizontal development, they would like to see commercial uses along arterial roadways and have multifamily be located behind the commercial. Vertical mixed use parameters are strict with commercial and residential being required in the same building.

Commissioner Johnson spoke in support of requiring a commercial component in some way. He believes it is best for the community. If it's not required, people are going to go elsewhere for their commercial needs.

Commissioner Andes concurred. He spoke in support of options 2 or 3 or a combination.

Commissioner Michal asked if they could require vertical mixed use just in certain areas like downtown and have flexibility in other areas. Planning Manager Holland explained that they are exploring a form-based code for the downtown area. There will likely be some different zoning districts for downtown. Commissioner Michal concurred with other commissioners about the need for more commercial options in Marysville.

Chair Leifer referred to a vertical mixed use building in Arlington which he finds very inviting. He thinks this is what should be happening in the mixed use zones. He noted that if the requirements are too rigid development just will not occur. He suggested an incentive for developers to build commercial along with their apartments. He has concerns about the commercial aspect being dictated to developers. Planning Manager Holland discussed the need to balance requirements with incentives. Commissioner Johnson agreed, but stressed the need for some sort of minimal commercial requirements or lose out on that possibility altogether.

Commissioner Thetford suggested looking at what surrounding jurisdictions have done and how that has worked. Senior Planner Gemmer noted that the prevailing theme is horizontal mixed use with vertical mixed use in downtown areas, but there is a huge diversity in the approaches. Defining the street wall with commercial uses is another prevailing theme along with robust connections between different uses and buildings. Planning Manager Holland noted that another thing other jurisdictions have done is to define amenities which are required on different streets.

Chair Leifer suggested considering a binding site plan option on a horizontal mixed use development which would allow the construction of the residential portion in the back first but then give some time before the street front commercial has to be developed. This would reserve that property for commercial construction at a later date and give the developer more time.

Commissioner Whitaker noted that Marysville may have some unique hurdles that prohibit this kind of development. Incentives may help to develop momentum. Planning Manager Holland concurred.

Commissioner Hoen suggested that there needs to be more Marysville exit signs off of I-5 South.

Commissioner Johnson cautioned against writing the code in a way that is focusing on someone buying multiple properties and combining them. He thinks what is most likely to happen is developers buying one property and developing that. The focus should be on how a single property is going to be developed.

Commissioner Andes agreed that there should be some minimums, but also flexibility.

Planning Manager Holland noted that staff would bring back some general information on what other jurisdictions have done and have more discussion on this.

Commissioner Michal asked about the timeline for the Downtown Master Plan. Planning Manager Holland replied that they are still in the initial phases of it. Staff is doing the initial environmental review portion right now. The grant says it needs to be adopted by the end of March, so it will be a tight timeline. He noted that there is a new tool on the website to gather feedback from the community. He thinks there will be an opportunity to have even more engagement than usual on this project because of increased online activity.

Commissioner Hoen asked if there be sidewalks on both sides of the new bridge down by Fred Meyer. Planning Manager Holland thought there would be, but indicated he would confirm that.

5. CITY COUNCIL AGENDA ITEMS and MINUTES

6. ADJOURNMENT

The meeting was adjourned at 6:43 p.m.

7. NEXT MEETING – Tuesday, September 22, 2020



Laurie Hugdahl, Recording Secretary

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING
THE CITY'S DEVELOPMENT REGULATIONS AND AMENDING SECTIONS
22A.010.160, 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, AND
22C.020.090 OF THE MARYSVILLE MUNICIPAL CODE.**

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

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

WHEREAS, on May 14, 2007, the Marysville City Council adopted Ordinance No. 2696 amending the City's Comprehensive Plan by adopting the initial subarea plan for the East Sunnyside/Whiskey Ridge Subarea (hereafter referred to as the "Whiskey Ridge Subarea"), and amending the City's development regulations; and

WHEREAS, on February 14, 2011, the Marysville City Council adopted Ordinance No. 2852 amending the City development regulations to create a Unified Development Code, Marysville Municipal Code ("MMC") Title 22; and

WHEREAS, the adoption of Ordinance No. 2852 (through MMC 22C.020) erroneously permitted certain residential land uses in the Whiskey Ridge Subarea by conflating the permitted uses in the Community Business zoning district within the Whiskey Ridge Subarea with the permitted uses in the Community Business zoning district throughout the rest of the city; and

WHEREAS, this erroneous permitting of certain residential land uses in the Community Business zoning district within the Whiskey Ridge Subarea went undetected until recent inquiries regarding the permitting of multiple-family dwelling units within this zoning district; and

WHEREAS, the City has determined that amendments MMC 22C.020 are necessary; and

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

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

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

WHEREAS, the City of Marysville submitted the proposed amendments to MMC Section 22C.130.030 to the Washington State Department of Commerce on August 20, 2020, as required by RCW 36.70A.106; and

WHEREAS, the proposed amendments to MMC Section 22C.130.030 are exempt from State Environmental Policy Act review under WAC 197-11-800(19);

WHEREAS, after providing notice to the public as required by law, the Marysville Planning Commission held a Public Hearing on September 9, 2020 regarding the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090; and

WHEREAS, the Planning Commission made a Recommendation to the City Council on September 9, 2020, recommending the adoption of the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090; and

WHEREAS, at a public meeting on September 28, 2020 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090; and

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to MMC Sections 22C.020.030, 22C.020.060, 22C.020.070, 22C.020.080, and 22C.020.090 which comprise this ordinance:

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

Section 2. Section 22C.020.030, Characteristics of commercial, industrial, recreation and public institutional zones, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.030 Characteristics of commercial, industrial, recreation and public institutional zones

(1) Neighborhood Business Zone.

(a) The purpose of the neighborhood business zone (NB) is to provide convenient daily retail and personal services for a limited service area and to minimize impacts of commercial activities on nearby properties. These purposes are accomplished by:

- (i) Limiting nonresidential uses to those retail or personal services which can serve the everyday needs of a surrounding residential area;
- (ii) Allowing for a mix of housing and retail/service uses; and
- (iii) Excluding industrial and community/regional business-scaled uses.

(b) Use of this zone is appropriate in neighborhood centers designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(2) Community Business and Community Business – Whiskey Ridge Zones.

(a) The purpose of the community business (CB) and community business – Whiskey Ridge (CB-WR) zones ~~(CB)~~ 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 commercial 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.

(3) General Commercial Zone.

(a) The purpose of the general commercial zone (GC) is to provide for the broadest mix of commercial, wholesale, service and recreation/cultural uses with compatible storage and fabrication uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

- (i) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in CB zoned areas;
- (ii) Allowing for outdoor sales and storage, regional shopping areas and limited fabrication uses; and
- (iii) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

(b) Use of this zone is appropriate in general commercial areas that are designated by the comprehensive plan that are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(4) Downtown Commercial Zone.

(a) The purpose of the downtown commercial zone (DC) is to provide for the broadest mix of comparison retail, service and recreation/cultural uses with higher density residential uses, serving regional market areas and offering significant employment. These purposes are accomplished by:

- (i) Encouraging compact development that is supportive of transit and pedestrian travel, through higher nonresidential building heights and floor area ratios than those found in GC zoned areas;
- (ii) Allowing for regional shopping areas, and limited fabrication uses; and
- (iii) Concentrating large-scale commercial and office uses to facilitate the efficient provision of public facilities and services.

(b) Use of this zone is appropriate in downtown commercial areas that are designated by the comprehensive plan that are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(5) Mixed Use Zone.

(a) The purpose of the mixed use zone (MU) is to provide for pedestrian- and transit-oriented high-density employment uses together with limited complementary retail and higher density residential development in locations within activity centers where the full range of commercial activities is not desirable. These purposes are accomplished by:

- (i) Allowing for uses that will take advantage of pedestrian-oriented site and street improvement standards;
- (ii) Providing for higher building heights and floor area ratios than those found in the CB zone;
- (iii) Reducing the ratio of required parking to building floor area;
- (iv) Allowing for on-site convenient daily retail and personal services for employees and residents; and
- (v) Minimizing auto-oriented, outdoor or other retail sales and services which do not provide for the daily convenience needs of on-site and nearby employees or residents.

(b) Use of this zone is appropriate in areas designated by the comprehensive plan for mixed use, or mixed use overlay, which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

(6) Light Industrial Zone.

(a) The purpose of the light industrial zone (LI) is to provide for the location and grouping of non-nuisance-generating industrial enterprises and activities involving manufacturing, assembly, fabrication, processing, bulk handling and storage, research facilities, warehousing and limited retail uses. It is also a purpose of this zone to protect the industrial land base for industrial economic development and employment opportunities. These purposes are accomplished by:

- (i) Allowing for a wide range of industrial and manufacturing uses;
- (ii) Establishing appropriate development standards and public review procedures for industrial activities with the greatest potential for adverse impacts; and

- (iii) Limiting residential, institutional, service, office and other nonindustrial uses to those necessary to directly support industrial activities.
 - (b) Use of this zone is appropriate in light industrial areas designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.
- (7) General Industrial Zone.
 - (a) The purpose of the general industrial zone (GI) is to provide for the location and grouping of industrial enterprises and activities involving manufacturing, assembly, fabrication, processing, bulk handling and storage, research facilities, warehousing and heavy trucking and equipment but also for commercial uses having special impacts and regulated by other chapters of this title. It is also a purpose of this zone to protect the industrial land base for industrial economic development and employment opportunities. These purposes are accomplished by:
 - (i) Allowing for a wide range of industrial and manufacturing uses;
 - (ii) Establishing appropriate development standards and public review procedures for industrial activities with the greatest potential for adverse impacts; and
 - (iii) Limiting residential, institutional, service, office and other nonindustrial uses to those necessary to directly support industrial activities.
 - (b) Use of this zone is appropriate in general industrial areas designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.
- (8) Business Park Zone.
 - (a) The purpose of the business park zone (BP) is to provide for those business/industrial uses of a professional office, wholesale, and manufacturing nature which are capable of being constructed, maintained and operated in a manner uniquely designed to be compatible with adjoining residential, retail commercial or other less intensive land uses, existing or planned. Strict zoning controls must be applied in conjunction with private covenants and unified control of land; many business/industrial uses otherwise provided for in the development code will not be suited to the BP zone due to an inability to comply with its provisions and achieve compatibility with surrounding uses.
 - (b) Use of this zone is appropriate in business park areas designated by the comprehensive plan which are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.
- (9) Recreation Zone.
 - (a) The purpose of the recreation zone (REC) is to establish areas appropriate for public and private recreational uses. Recreation would permit passive as well as active recreational uses such as sports fields, ball courts, golf courses, and waterfront recreation, but not hunting. This zone would also permit some resource land uses related to agriculture and fish and wildlife management.
 - (b) This recreation zone is applied to all land designated as "recreation" on the comprehensive plan map.
- (10) Public/Institutional Zone.
 - (a) The purpose of the public/institutional (P/I) land use zone is to establish a zone for governmental buildings, churches and public facilities.
 - (b) This public/institutional zone is applied to all land designated as "public/institutional" on the comprehensive plan map.
- (11) Small Farms Overlay Zone.
 - (a) The purpose of the small farms overlay zone (-SF suffix to zone's map symbol) is to provide a process for registering small farms, thereby applying the small farms overlay zone and recording official recognition of the existence of the small farm, and to provide encouragement for the preservation of such farms, as well as encouraging good neighbor relations between single-family and adjacent development.
 - (b) Use of this zone is appropriate for existing and newly designated small farms.

Section 3. Section 22C.020.060, Permitted Uses, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.060 Permitted uses.

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Mobile home	P7	P7	<u>P7</u>	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	<u>P</u>	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	<u>P</u>	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Accessory Uses:										
Home occupation (2)	P8	P8, P9	<u>P8, P9</u>	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	<u>P</u>	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	<u>P</u>	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	<u>P</u>	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Recreational vehicle park				C12			C12		C	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	<u>P</u>	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	<u>P</u>	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	<u>P18</u>	P18	P18	P19	P	C		
Sports club	P	P	<u>P</u>	P	P	P	P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Golf facility (13)		P	<u>P</u>	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
Cultural:										
Library, museum and art gallery	P	P	<u>P</u>	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	<u>P</u>	P	P	P	P	P		P
Dancing, music and art center		P	<u>P</u>	P	P	P			C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	<u>P</u>	P	P	P	P	P		
Dry cleaning plant		P	<u>P</u>				P	P		
Dry cleaning pick-up station and retail service	P	P	<u>P</u>	P	P	P25	P76	P		
Funeral home/crematory		P	<u>P</u>	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	<u>P24</u>	P24 , C20			P	P		
Day care I	P70	P70	<u>P70</u>	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	<u>P</u>	P	P	P	P21			
Veterinary clinic	P	P	<u>P</u>	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	<u>C, P28</u>	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	<u>P</u>	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	<u>P</u>	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	<u>P</u>	P			P	P		
Social services		P	<u>P</u>	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	<u>P</u>	P			P	P		
Pet daycare (71), (72)		P	<u>P</u>	P	P	P	P76	P		
Civic, social and fraternal association		P	<u>P</u>	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	<u>P</u>	P	P	P				P
Hospital		P	<u>P</u>	P	P	C				C
Miscellaneous health	P68	P68	<u>P68</u>	P68	P68	P68				P68
Supervised drug consumption facility										

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	<u>C</u>	C	C	C	P	C		C
Commercial school	P	P	<u>P</u>		P	P27				C
School district support facility	C	P	<u>P</u>	P	P	P	P	P		P
Vocational school		P	<u>P</u>	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	<u>P</u>	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	<u>P</u>	P	P	P	P			P
Utility facility	P	P	<u>P</u>	P		C	P	P		P
Private storm water management facility	P	P	<u>P</u>	P	P	P	P	P		P
Public storm water management facility	P	P	<u>P</u>	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	<u>P23</u>	P23			P			P
Taxi stands		P	<u>P</u>	P			P	P		
Trucking and courier service		P31	<u>P31</u>	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	<u>P</u>	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	<u>P</u>	P	P	P	P			
Miscellaneous equipment rental		P30, 37	<u>P30, 37</u>	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	<u>P</u>	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	<u>P39</u>	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	<u>P</u>	P	P		P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Wireless communication facility (32)	P, C	P, C	<u>P, C</u>	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	<u>P</u>	P	P	P47	P76	P		
Forest products sales		P	<u>P</u>	P			P			
Department and variety stores	P	P	<u>P</u>	P	P	P	P76			
Food stores	P	P	<u>P</u>	P	P	P45	P76			
Agricultural crop sales		P	<u>P</u>	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	<u>P</u>	P			P	P		
Motorcycle dealers		C	<u>C</u>	P	P49		P	P		
Gasoline service stations	P	P	<u>P</u>	P	P		P76	P		
Eating and drinking places	P41	P	<u>P</u>	P	P	P46	P46	P		
Drug stores	P	P	<u>P</u>	P	P	P	P76	P		
Liquor stores		P	<u>P</u>	P						
Used goods: antiques/secondhand shops		P	<u>P</u>	P	P	P				
Sporting goods and related stores		P	<u>P</u>	P	P	P				
Book, stationery, video and art supply stores	P	P	<u>P</u>	P	P	P				
Jewelry stores		P	<u>P</u>	P	P	P				
Hobby, toy, game shops	P	P	<u>P</u>	P	P	P				
Photographic and electronic shops	P	P	<u>P</u>	P	P	P				
Fabric and craft shops	P	P	<u>P</u>	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	<u>P</u>	P	P	P				
Pet shops	P	P	<u>P</u>	P	P	P				
Tire stores		P	<u>P</u>	P	P		P76	P		
Bulk retail		P	<u>P</u>	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Retail stores similar to those otherwise named on this list	P	P	<u>P</u>	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	<u>P50</u> <u>, 52</u>	P50			P50	P		
Winery/brewery		P53	<u>P53</u>	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	<u>P51</u>	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54 , 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		

Specific Land Use	NB	CB (63)	CB- WR	GC	DC	MU (63)	LI	GI	REC	P/I
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	<u>C</u>						P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	<u>C</u>	C			C			
Regional storm water management facility		C	<u>C</u>	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	<u>C56</u>	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	<u>C</u>	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	<u>P</u>	P	P	P	P	P		P
Transit park and ride lot	P	P	<u>P</u>	P	P	P	P	P		C
School bus base	C	C	<u>C</u>	C			P			C58
Racetrack	C59	C59	<u>C59</u>	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	<u>C</u>	C						C
Stadium/arena				C			C	P		C
College/university	C	P	<u>P</u>	P	P	P	P	P		C
Secure community transition facility								C6 0		
Opiate substitution treatment program facilities		P61, 62	<u>P61 , 62</u>	P61 , 62	P61, 62		P62	P62		

Section 4. Section 22C.020.070, Permitted uses – Development conditions, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.070 Permitted uses – Development conditions. 

- (1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter 22C.210 MMC, Bed and Breakfasts.
- (2) Home occupations are subject to the requirements and standards contained in Chapter 22C.190 MMC, Home Occupations.
- (3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter 22C.110 MMC, entitled "Temporary Uses."
- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter 22C.220 MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
 - (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter 22C.240 MMC.
- (13) Golf Facility.
 - (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
 - (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
 - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
 - (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.
- (15) Only in an enclosed building.
- (16) Dock and Boathouse, Private, Noncommercial.
 - (a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;
 - (b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;
 - (c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;
 - (d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;
 - (e) Structures permitted hereunder shall not be used as a dwelling; and

- (f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.
- (17) Boat Launch, Noncommercial or Private.
- (a) The city may regulate, among other factors, required launching depth, and length of docks and piers;
 - (b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and
 - (c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.
- (18) Excluding racetrack operation.
- (19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.
- (20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- (21) Permitted as an accessory use; see MMC 22A.020.020, the definition of "Accessory use, commercial/industrial."
- (22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC 22C.020.060.
- (23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter 22C.250 MMC including but not limited to the siting hierarchy, MMC 22C.250.060. WCFs may be a permitted use or a CUP may be required subject to MMC 22C.250.040.
- (33) Subject to the conditions and requirements listed in Chapter 22C.030 MMC.
- (34) Reserved.
- (35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:
- (a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and
 - (b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.
- (36) Mini-storage facilities are subject to the development standards outlined in Chapter 22C.170 MMC.

- (37) Except heavy equipment.
- (38) With outdoor storage and heavy equipment.
- (39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.
- (40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.
- (41) Excluding drinking places such as taverns and bars and adult entertainment facilities.
- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
- (a) Limited to 4,000 square feet or less.
- (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter 22G.070 MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC 22A.020.160, are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
- (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
- (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term "rapid" is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC 22C.020.265.
- (67) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (68) Excepting "marijuana (cannabis) dispensaries," "marijuana (cannabis) collective gardens," and "marijuana cooperatives" as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.
- (69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial,

industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW 69.51A.210 and 69.51A.260 are not a violation of the Marysville Municipal Code.

(70) Permitted within existing legal nonconforming single-family residences.

(71) Subject to the requirements set forth in MMC 10.04.460.*

(72) Pet daycares are restricted to indoor facilities with limited, supervised access to an outdoor fenced yard. Overnight boarding may be permitted as a limited, incidental use. Both outdoor access and overnight boarding privileges may be revoked or modified if the facility is not able to comply with the noise standards set forth in WAC 173-60-040.*

(73) Shipping/cargo and similar storage containers may be installed on commercial or industrial properties provided they are screened from public view pursuant to MMC 22C.120.160, Screening and impact abatement.

(74) Tanks, generators, and other machinery which does not generate nuisance noise may be located in the service/loading area. Truck service/loading areas shall not face the public street and shall be screened from the public street.

(75) Hotels/motels are prohibited within Arlington Airport Inner Safety Zones (ISZ) 2, 3, and 4. Hotel/motels that are proposed to locate within Arlington Airport Protection Subdistricts B and C shall be required to coordinate with the Arlington Municipal Airport to ensure that height, glare, and other aspects of the hotels/motels are compatible with air traffic and airport operations.

(76) Use limited to properties that have property frontage along State Avenue/Smokey Point Boulevard.

Section 5. Section 22C.020.080, Densities and dimensions, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

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

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
Base density: Dwelling unit/acre	<u>None</u> (18)	12	12	12	28 (1)	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	12	- <u>0</u>
Maximum density: Dwelling unit/acre	- <u>None</u> (18)	None (13)	None (13)	None	34 (2)	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	- <u>0</u>	18 (13)	- <u>0</u>
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side)	None (4)	None (4)	None (4)	<u>None</u> 5-feet (9)	None (4)	None (4)	- <u>None</u> (4)	None (4)	None (4)	5 feet (9, 16, 17)	None (4)

Standards	NB	CB	GC	DC	MU (12)	LI	GI	BP	REC	P/I	WR- MU (15)	WR- CB (15)
	20 feet (rear)					50 feet (5)	50 feet (5)					
Base height (6)	25 feet	55 feet	35 feet, 85 feet (19)	85 feet	45 feet, 65 feet (10)	65 feet	65 feet	45 feet	35 feet	45 feet	45 feet	55 feet
Maximum impervious surface: Percentage	75%	85%	85%	85%	85%, 75% (11)	85%	85%	75%	35%	75%	85%, 75% (11)	85%

Section 6. Section 22C.020.090, Densities and dimensions – Development conditions, of MMC Chapter 22C.020, Commercial, Industrial, Recreation and Public Institutional Zones, is hereby amended to read as follows:

22C.020.090 Densities and dimensions – Development conditions. 

- (1) These densities are allowed only through the application of mixed use development standards.
- (2) These densities may only be achieved in the downtown portion of Planning Area 1 through the application of residential density incentives. See Chapter 22C.090 MMC.
- (3) Gas station pump islands shall be placed no closer than 25 feet to street front lines. Pump island canopies shall be placed no closer than 15 feet to street front lines.
- (4) A 25-foot setback is required on property lines adjoining residentially designated property.
- (5) A 50-foot setback only required on property lines adjoining residentially designated property for industrial uses established by conditional use permits, otherwise no specific interior setback requirement.
- (6) Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit.
- (7) Subject to sight distance review at driveways and street intersections.
- (8) A 20-foot setback is required for multiple-family structures outside of the downtown portion of Planning Area 1.
- (9) A 15-foot setback is required for (a) commercial or multiple-family structures on property lines adjoining single-family residentially designated property, and (b) a rear yard of a multi-story residential structure, otherwise no specific interior setback requirement. Interior setbacks may be reduced where features such as critical area(s) and buffer(s), public/private right-of-way or access easements, or other conditions provide a comparable setback or separation from adjoining uses.
- (10) The 65-foot base height applies only to the downtown portion of Planning Area 1. The 45-foot base height applies to the southeast sector of the downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (11) The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.
- (12) Reduced building setbacks and height requirements may be approved on a case-by-case basis to provide flexibility for innovative development plans; provided, that variance requests which are greater than 10 percent of the required setback shall be considered by the hearing examiner.
- (13) Subject to the application of the residential density incentive requirements of Chapter 22C.090 MMC.
- (14) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.
- (15) Projects with split zoning (two or more distinct land use zones) may propose a site plan to density average or adjust the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition.

- (16) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.
- (17) Townhome setbacks are reduced to five feet on side yard setbacks, provided the buildings meet a 10-foot separation between structures.
- (18) There is no minimum or maximum density for this zone. Residential units are permitted if located above a ground-level commercial use.
- (19) The 85-foot base height applies only within the boundaries of the Downtown Master Plan area, bounded by 8th Street to the north, Ebey Slough to the south, Alder Avenue to the east, and Interstate 5 to the west.

Section 7. Section 22A.010.160, Amendments, of the Marysville Municipal Code is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

“22A.010.160 Amendments.

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Commercial Permitted Uses & Dimensional Amendments	_____, 2020”

Section 8. 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 9. 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 10. 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 _____, 2020.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)