



# MARYSVILLE

WASHINGTON

**WORK SESSION**  
**MONDAY, APRIL 3, 2023 – 7:00 PM**  
**501 DELTA AVENUE**  
**MARYSVILLE, WA 98270**

## AGENDA

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**To listen to the meeting without providing public comment:**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/86246307568>**

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

**Discussion Items**

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

**Consent**

1. January 30, 2023 Misc. Payroll in the Amount of \$12,975.45 Paid by EFT Transactions and Check Numbers 34275 through 34279
2. January 31, 2023 Misc. Payroll in the Amount of \$179,633.09 Paid by EFT Transactions and Check Numbers 34280 through 34371
3. February 1, 2023 Misc. Payroll in the Amount of \$20,530.07 Paid by EFT Transactions and Check numbers 34372 through 34466
4. February 9, 2023 Misc. Payroll in the Amount of \$2,096.11 Paid by EFT Transactions and Check Numbers 34485 through 34487

5. February 24, 2023 Misc. Payroll in the Amount of \$2,542.96 Paid by EFT Transactions and Check number 34505
6. March 1, 2023 Misc. Payroll in the Amount of \$9,557.01 Paid by EFT and check numbers 34506 through 34512
7. March 10, 2023 Payroll in the Amount of \$1,784,387.38 Paid by EFT Transactions and Check Numbers 34513 through 34531
8. March 15, 2023 Claims in the Amount of \$761,995.59 Paid by EFT Transactions and Check Numbers 161538 through 161686  
[031523.rtf](#)
9. March 22, 2023 Claims in the Amount of \$2,541,411.04 Paid by EFT Transactions and Check Numbers 161687 through 161871 with Check Number 160958 Voided  
[032223.rtf](#)
10. March 24, 2023 Payroll in the Amount of 1,997,818.89 Paid by EFT Transactions and Check Numbers 34532 through 34545
11. March 29, 2023 Claims in the Amount of \$1,489,641.80 Paid by EFT Transactions and Check Numbers 161872 through 162093 with Check Number 161859 Voided  
[032923.rtf](#)

## **Review Bids**

## **Public Hearings**

## **New Business**

12. Stillaguamish Treatment Plant Programmable Logic Controllers (PLC) Replacement

Recommended Motion: I move to authorize the Mayor to execute the contract for the Stillaguamish Treatment Plant PLC Replacement project to SUEZ Water Technologies and Solutions (SUEZ) in the amount of \$117,823.80 including Washington State Sales Tax and approve a management reserve of \$11,782.38 for a total allocation of \$129,606.18, and where the Zenon filtration system is a proprietary technology, requiring sole source justification, and SUEZ is the direct distributor of Zenon components.

[Approved Sole Source Justification 20230315.pdf](#)  
[Veolia Sole Source - Marysville 2023.pdf](#)  
[Marysville 150886-7 PLC upgrade Mar-24 2023.pdf](#)

13. Project Acceptance – 2022 Pavement Preservation Project

Recommended Motion: I move to authorize the Mayor to accept the 2022 Pavement Preservation Project, starting the 60-day lien filing period for the project closeout.

[2022 Pavement Preservation Project - Physical Completion Letter.pdf](#)

14. Project Acceptance – 2022 Sidewalk Infill Program

Recommended Motion: I move to authorize the Mayor to accept the 2022 Sidewalk Infill Project, starting the 60-day lien filing period for the project closeout.

[2022 Sidewalk Infill - Notice of Physical Completion.pdf](#)

15. Supplemental Agreement No. 2 to the Professional Services Agreement with Transpo Group USA, Inc for Engineering Services Associated with the 53<sup>rd</sup> Ave NE and Sunnyside Blvd Intersection Improvements Project

Recommended Motion: I move to authorize the Mayor to sign and execute the attached Supplemental Agreement No. 2 with Transpo Group USA, Inc.

[CO1.02\\_03.23.23\\_Transpo Signed.pdf](#)

16. Ecology Grant Amendment No. 1 WQSWCAP-2121\_MaryPW-00193

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the Ecology Grant Agreement WQSWCAP-2121\_MaryPW-00193.

[Amendment 1 WQSWCAP-2123-MaryPW-00193.pdf](#)  
[WQSWCAP-2123-MaryPW-00193.pdf](#)

17. Purchase Order – 2023 Kenworth Hydro Excavator

Recommended Motion: I move to authorize the Mayor to execute the purchase order with Owen Equipment Company in the amount of \$633,949.30, plus applicable sales tax, for procurement of a 2023 Kenworth Hydro Excavator.

[2023 Hydro Excavator Quote.pdf](#)  
[Hydro Excavator PO.pdf](#)

18. Purchase Order – 2023 Crafcro Asphalt Crack Sealer Trailer

Recommended Motion: I move to authorize the Mayor to execute the purchase order with Partner Construction Products in the amount of \$96,694.17, plus applicable sales tax, for procurement of a 2023 Crafcro Asphalt Crack Sealer Trailer.

[Crafcro Crack Sealer Quote.pdf](#)  
[Crafcro Crack Sealer.pdf](#)

19. Marysville Farmers Market Special Event Permit (SE23-002)

Recommended Motion: I move to approve the Marysville Farmers Market Special Event Permit.

[01-SEP Application-Farmers Market-SE23002 updated 032923.docx.pdf](#)

[02-Project Narrative Conditions-Farmers Market-SE23002 updated tb 032423.docx.pdf](#)

[03-FINAL Site Plan-Farmers Market-SE23002.pdf](#)

20. Marysville Farmers Market Agreement

Recommended Motion: I move to authorize the mayor to sign the Marysville Farmers Market agreement.

[Use Agreement Everett Farmers Market signed.pdf](#)

21.

Local Agency Agreement (LAA) Supplement 1 with WSDOT for the 88<sup>th</sup> ST NE Corridor Improvement Project (revised)

Recommended Motion: I move to authorize the Mayor to execute the Local Agency Agreement No. LA10348 Supplement No. 1, as revised, with WSDOT thereby securing right-of-way funds for the 88<sup>th</sup> St NE Corridor Improvements Project – Phase 1.

[LAA SUPP 1\\_REFERENCE\\_SIGNED 02-17-23.pdf](#)

[LAA\\_SUPP 1\\_PHASE 1\\_88th ROW\\_REVISED\\_03-22-23.pdf](#)

22. An **Ordinance** repealing *Appendix A* of the *Lakewood Neighborhood Master Plan*, and the current Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, and adopting a new Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, which incorporates the provisions of both *Appendix A* and the current Chapter 22C.065, and associated amendments.

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

[Memo and exhibits re. Lakewood Neighborhood Master Plan and associated amendments](#)

[Ordinance Lakewood Neighborhood Master Plan and associated amendments](#)

23. An **Ordinance** Amending the Essential Public Facilities Recommended Sites Map

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

[Memo re. Essential Public Facilities Map Amendment](#)

[Ordinance EPF Recommended Sites Map Amendment](#)

[PC Recommendation, Public Comments with Staff Response and PC Minutes](#)

24. An **Ordinance** Maintaining the City Water and Sewer Gross Receipts Tax Rate at Eight and One Half Percent of Gross Receipts

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

[Ordinance - Amending MMC 3.65](#)

25. An **Ordinance** Maintaining the City Surface Water Gross Receipts Tax Rate at Eight and One Half Percent of Gross Receipts

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

[Ordinance - Amending MMC 3.69](#)

26. A **Resolution** Authorizing the Implementation of a Service or Convenience Fee on Credit and Debit Card Transactions

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

[Resolution Authorizing Service or Convenience Fee on Credit and Debit Card Transactions](#)

## Legal

## Mayor's Business

## Staff Business

## Call on Councilmembers and Committee Reports

## Adjournment/Recess

## Executive Session

*A. Litigation*

*B. Personnel*

*C. Real Estate*

## Reconvene

## Adjournment

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Karen Kussy, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** January 30, 2023 Misc. Payroll in the Amount of \$12,975.45  
Paid by EFT Transactions and Check Numbers 34275 through  
34279

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Karen Kussy, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** January 31, 2023 Misc. Payroll in the Amount of \$179,633.09  
Paid by EFT Transactions and Check Numbers 34280 through  
34371

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Karen Kussy, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** February 1, 2023 Misc. Payroll in the Amount of \$20,530.07  
Paid by EFT Transactions and Check numbers 34372 through  
34466

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Karen Kussy, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** February 9, 2023 Misc. Payroll in the Amount of \$2,096.11  
Paid by EFT Transactions and Check Numbers 34485 through  
34487

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Karen Kussy, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** February 24, 2023 Misc. Payroll in the Amount of \$2,542.96  
Paid by EFT Transactions and Check number 34505

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Karen Kussy, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** March 1, 2023 Misc. Payroll in the Amount of \$9,557.01 Paid by EFT and check numbers 34506 through 34512

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** March 10, 2023 Payroll in the Amount of \$1,784,387.38 Paid by EFT Transactions and Check Numbers 34513 through 34531

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

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

**SUBJECT:** March 15, 2023 Claims in the Amount of \$761,995.59 Paid by EFT Transactions and Check Numbers 161538 through 161686

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[031523.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/15/2023 TO 3/15/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161538	LICENSING, DEPT OF	DRIVING ABSTRACT - GIFFIN	PERSONNEL ADMINISTRATION	15.00
161539	PREMERA BLUE CROSS	CLAIMS PAID 2/1 TO 2/18/23	MEDICAL CLAIMS	8,755.97
	PREMERA BLUE CROSS	CLAIMS PAID 3/1 - 3/4/23	MEDICAL CLAIMS	26,816.01
	PREMERA BLUE CROSS	CLAIMS PAID 2/26 - 2/28/23	MEDICAL CLAIMS	101,836.65
	PREMERA BLUE CROSS	CLAIMS PAID 2/19 - 2/25/23	MEDICAL CLAIMS	128,586.85
161540	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEES	COURTS	350.91
161541	911 SUPPLY INC.	UNIFORM - MORASCO	POLICE PATROL	11.01
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	31.62
	911 SUPPLY INC.	UNIFORM - GLENN	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - MILLER	COMMUNITY SERVICES UNIT	31.62
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	31.62
	911 SUPPLY INC.	UNIFORM - S. GAY	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - WASHBURN	DETENTION & CORRECTION	48.04
	911 SUPPLY INC.	PATCHES - DEPARTMENT ISSUE	COMMUNITY SERVICES UNIT	78.77
161542	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	226.33
	A & A LANGUAGE SERV		COURTS	226.33
	A & A LANGUAGE SERV		COURTS	510.00
	A & A LANGUAGE SERV		COURTS	596.02
	A & A LANGUAGE SERV		COURTS	736.33
	A & A LANGUAGE SERV		COURTS	738.95
161543	ALL BATTERY SALES &	ALL SEASON MIXED	SOLID WASTE OPERATIONS	59.08
	ALL BATTERY SALES &	WIRING SUPPLIES, ZIP TIES	EQUIPMENT RENTAL	483.65
161544	AMAZON CAPITAL	CREDIT FOR INV# 1YGL-DLHG-DCND	WATER QUAL TREATMENT	-100.16
	AMAZON CAPITAL	CREDIT INV# 1V7R-DQ1V-3GP6	PARK & RECREATION FAC	-39.34
	AMAZON CAPITAL	CREDIT FOR INV# 1V7R-DQ1V-3GP6	PARK & RECREATION FAC	-34.98
	AMAZON CAPITAL		PARK & RECREATION FAC	-20.24
	AMAZON CAPITAL		PARK & RECREATION FAC	-16.72
	AMAZON CAPITAL		PARK & RECREATION FAC	-12.90
	AMAZON CAPITAL	SPLICE CONNECTORS	METER READING	18.43
	AMAZON CAPITAL	CALENDARS	FACILITY MAINTENANCE	24.04
	AMAZON CAPITAL	BEADED BALL CHAIN	CAPITAL EXPENDITURES	61.25
	AMAZON CAPITAL	OTTER BOX IPHONE CASE	WATER QUAL TREATMENT	125.20
	AMAZON CAPITAL	BUSINESS PRIME MEMBERSHIP RENEWAL	UTIL ADMIN	129.18
	AMAZON CAPITAL		GENERAL	129.18
	AMAZON CAPITAL		COMPUTER SERVICES	129.18
	AMAZON CAPITAL		RECREATION SERVICES	129.18
	AMAZON CAPITAL		COMMUNITY	129.18
	AMAZON CAPITAL		POLICE INVESTIGATION	129.18
	AMAZON CAPITAL		POLICE PATROL	129.18
	AMAZON CAPITAL		FINANCE-GENL	129.18
	AMAZON CAPITAL		DETENTION & CORRECTION	129.18
	AMAZON CAPITAL		OFFICE OPERATIONS	129.18
	AMAZON CAPITAL		POLICE ADMINISTRATION	129.31
	AMAZON CAPITAL	WEATHER TECH FLOOR LINER	EQUIPMENT RENTAL	145.45
	AMAZON CAPITAL	WIRELESS KEYBOARD/OFFICE SUPPLIES	PARK & RECREATION FAC	156.99
	AMAZON CAPITAL	SPLICE CONNECTORS	METER READING	160.92
	AMAZON CAPITAL	WIRELESS MOUSE, TOW RING LOCK	PARK & RECREATION FAC	209.81
	AMAZON CAPITAL	SUPPLIES FOR SUPERHERO DANCE	RECREATION SERVICES	278.43

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/15/2023 TO 3/15/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161544	AMAZON CAPITAL	KEYBOARD, MOUSE, METER CABLE	SUNNYSIDE FILTRATION	385.32
	AMAZON CAPITAL	CARHARTT BIB OVERALL	PARK & RECREATION FAC	667.29
	AMAZON CAPITAL	MONITORS AND SUPPLIES	WASTE WATER TREATMENT	810.34
161545	AMERICAN PUBLIC WORK	APWA RENEWAL	ENGR-GENL	1,906.00
161546	AOC FINANCIAL SERVIC	DMCMA CONFERENCE/ACADEMY	MUNICIPAL COURTS	280.00
161547	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	503.97
161548	ARLINGTON HARDWARE	KEYS/ACCESSORIES	WATER RESERVOIRS	49.19
161549	BAEHM, CANDACE	REFUND - DANCE	PARKS-RECREATION	8.00
161550	BARRAZA, ESTELLA&DAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.57
161551	BENS CLEANER SALES	PRESSURE WASHER SERVICE	MAINT OF GENL PLANT	991.86
161552	BETZ, MARILYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	86.22
161553	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	10,900.00
161554	BICKFORD FORD	CREDIT FOR INV# 1240583	EQUIPMENT RENTAL	-29.48
	BICKFORD FORD	REAR DIFFERENTIAL SEAL	EQUIPMENT RENTAL	12.03
	BICKFORD FORD	SEAL KIT	EQUIPMENT RENTAL	29.48
	BICKFORD FORD	BLADE ASSEMBLY	ER&R	30.54
	BICKFORD FORD	SEAL KIT	EQUIPMENT RENTAL	36.86
	BICKFORD FORD	ROTOR	ER&R	49.22
	BICKFORD FORD	VALVE ASSEMBLY	EQUIPMENT RENTAL	54.39
	BICKFORD FORD	HEATER HOSE ASSEMBLY	EQUIPMENT RENTAL	112.76
	BICKFORD FORD	ROTOR ASSEMBLY	ER&R	122.09
	BICKFORD FORD	BRAKE PADS	ER&R	180.48
	BICKFORD FORD	WINDSHIELD WIPER/TRANSMISSION	EQUIPMENT RENTAL	228.86
	BICKFORD FORD	DOME LIGHT/WIRING HARNESS	EQUIPMENT RENTAL	307.59
	BICKFORD FORD	SPARKPLUG, COIL ASSEMBLY, GASKET	EQUIPMENT RENTAL	316.10
	BICKFORD FORD	CANISTER ASSEMBLY, FLUTE CAP	EQUIPMENT RENTAL	322.31
	BICKFORD FORD	SPARKPLUG, IGNITION CELL, GASKET	EQUIPMENT RENTAL	476.92
	BICKFORD FORD	BRAKE PADS, ROTOR, BLADE ASSEMBLY	ER&R	587.03
	BICKFORD FORD	SPARKPLUG, IGNITION CELL	EQUIPMENT RENTAL	1,130.23
161555	BILLING DOCUMENT SPE	TRANSACTION FEE - FEB 2023	UTILITY BILLING	2,390.31
	BILLING DOCUMENT SPE	BILL PRINTING 2/16 - 2/28/23	UTILITY BILLING	5,461.26
161556	BURTIS, MICHAEL	PROPANE REFILL	DETENTION & CORRECTION	27.90
161557	CARSON-BLAKESLEY, VET	INSTRUCTOR SERVICE	OPERA HOUSE	300.00
161558	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,186.93
161559	CENTRAL WELDING SUPP	GLOVES	ER&R	116.51
	CENTRAL WELDING SUPP	WELDING AND STEEL FABRICATION	EQUIPMENT RENTAL	514.89
	CENTRAL WELDING SUPP	SAFETY SUPPLIES	ER&R	1,769.65
	CENTRAL WELDING SUPP	GLOVES	ER&R	2,411.60
	CENTRAL WELDING SUPP	YELLOW RAIN PANTS	ER&R	3,591.21
161560	CHAN, JAMES & KJAER, K	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.42
	CHAN, JAMES & KJAER, K		UTIL ADMIN	60.05
	CHAN, JAMES & KJAER, K		UTIL ADMIN	223.87
161561	CINTAS	EMERGENCY TOURNIQUETS	EXECUTIVE ADMIN	159.40
161562	COASTAL FARM & HOME	LUBRICANTS, GREASE, PADLOCKS	SEWER MAIN COLLECTION	69.42
	COASTAL FARM & HOME		STORM DRAINAGE	69.42
	COASTAL FARM & HOME	TOOL HANGERS, STAR DECKS	STORM DRAINAGE	100.46
	COASTAL FARM & HOME		SEWER MAIN COLLECTION	100.47
	COASTAL FARM & HOME	FUEL STABILIZER, PADLOCK, LIFT JACK	SEWER MAIN COLLECTION	114.85
	COASTAL FARM & HOME		STORM DRAINAGE	114.85
	COASTAL FARM & HOME	UNIFORM - BILLIEU	UTIL ADMIN	188.16
	COASTAL FARM & HOME	UNIFORM - AKAU	UTIL ADMIN	236.26

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 3/15/2023 TO 3/15/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161562	COASTAL FARM & HOME	UNIFORM - KINNEY	GENERAL	262.46
161563	COCHRUN, CARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.21
161564	COOLEY, KRISTA	REFUND - DANCE	PARKS-RECREATION	8.00
161565	CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN	60.05
	CORBIN, ANNE		NON-DEPARTMENTAL	69.57
	CORBIN, ANNE		UTIL ADMIN	284.73
161566	CROWLEY, MARGIL		NON-DEPARTMENTAL	80.33
161567	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	30.49
161568	CUZ CONCRETE PROD	CONCRETE VAULT ELECTRICAL, EYE BOLT	WATER RESERVOIRS	1,661.36
161569	DK SYSTEMS, INC.	Q1-23 HVAC MAINTENANCE	SOURCE OF SUPPLY	109.95
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	173.94
	DK SYSTEMS, INC.		SUNNYSIDE FILTRATION	261.47
	DK SYSTEMS, INC.		OPERA HOUSE	288.27
	DK SYSTEMS, INC.		MAINT OF GENL PLANT	398.21
	DK SYSTEMS, INC.		WATER FILTRATION PLANT	625.77
	DK SYSTEMS, INC.		COMMUNITY CENTER	807.92
	DK SYSTEMS, INC.		PARK & RECREATION FAC	1,026.17
	DK SYSTEMS, INC.		UTIL ADMIN	1,153.08
	DK SYSTEMS, INC.		WASTE WATER TREATMENT	1,305.69
161570	DKJ INVESTMENTS INC	U.B. REFUND	WATER/SEWER OPERATION	4.98
161571	DOG WASTE DEPOT	DEPOT ROLL BAG DISPENSER	GENERAL FUND	-63.91
	DOG WASTE DEPOT		PARK & RECREATION FAC	743.71
161572	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING - FEB 23	UTILITY BILLING	868.65
161573	E&E LUMBER	U-BOLT	SEWER MAIN COLLECTION	1.57
	E&E LUMBER		STORM DRAINAGE	1.57
	E&E LUMBER	SURGE POWER STRIP	EQUIPMENT RENTAL	45.15
	E&E LUMBER	WEATHER PROOF CONNECTOR	PARK & RECREATION FAC	61.94
	E&E LUMBER	LIFT STATION CLEAN-UP	WASTE WATER TREATMENT	65.78
	E&E LUMBER	DISC, SQUARE, DRILL BIT	SEWER MAIN COLLECTION	77.08
	E&E LUMBER		STORM DRAINAGE	77.09
	E&E LUMBER	GRINDER	SEWER MAIN COLLECTION	109.00
	E&E LUMBER		STORM DRAINAGE	109.79
161574	EAGLE FENCE	LABOR/MATERIAL FOR FENCE	ROADSIDE VEGETATION	847.85
	EAGLE FENCE	BLACK CHAIN LINK REPAIRS	ROADSIDE VEGETATION	3,610.20
161575	EAST JORDAN IRON WOR	MANHOLE COVER	STORM DRAINAGE	42.30
161576	ECOLOGY, DEPT. OF	FY 2022 STORMWATER PERMIT FEE	STORM DRAINAGE	25,810.30
	ECOLOGY, DEPT. OF	FY 2023 STORMWATER PERMIT FEE	STORM DRAINAGE	25,810.30
161577	ENVIRO-CLEAN EQUIP	WORK PERFORMED	STORM DRAINAGE	833.63
161578	ETELAMAKI, PETER	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.07
161579	EWING IRRIGATION	BARRIER/HERBICIDE	PARK & RECREATION FAC	3,072.83
161580	FISHERIES SUPPLY	XANTREX #806-1802	EQUIPMENT RENTAL	1,996.52
161581	FRANE, JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	204.35
161582	GILL, BRUCE		UTIL ADMIN	60.05
	GILL, BRUCE		NON-DEPARTMENTAL	67.68
	GILL, BRUCE		UTIL ADMIN	284.73
161583	GRAINGER	MOP BUCKET	CUSTODIAL SERVICES	77.79
	GRAINGER	CHECK VALVE, SCREWDRIVER SET	WATER QUAL TREATMENT	258.90
161584	GRAY AND OSBORNE	CASCADE/SHOULTES ELEM. PROJECT	SURFACE WATER CAPITAL	1,894.62
161585	GREEN PRO SOLUTIONS	INDUSTRIAL GRAFFITI REMOVER	PARK & RECREATION FAC	1,178.06
161586	GREENSHIELDS INDS	COUPLER TWIST	SEWER MAIN COLLECTION	6.54
	GREENSHIELDS INDS		STORM DRAINAGE	6.54



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161586	GREENSHIELDS INDS	CRIMP FITTING	EQUIPMENT RENTAL	16.97
161587	GRIMSTEAD, DAWN	UTILITY TAX REBATE	UTIL ADMIN	60.05
	GRIMSTEAD, DAWN		NON-DEPARTMENTAL	70.58
	GRIMSTEAD, DAWN		UTIL ADMIN	284.73
161588	GURNETT, KODY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	351.19
161589	HACK, SUNDEE	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.90
	HACK, SUNDEE		UTIL ADMIN	60.05
	HACK, SUNDEE		UTIL ADMIN	284.73
161590	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
161591	HD FOWLER COMPANY	POLY PIPES, STIFFENER	WATER SERVICES	111.19
	HD FOWLER COMPANY	BURY YARD HYDRANT	WASTE WATER TREATMENT	112.43
	HD FOWLER COMPANY	GLUE, PRIMER, EXPANSION FITTINGS	PARK & RECREATION FAC	194.19
161592	HEALTH, DEPT OF	SURVEY INSPECTION	WATER FILTRATION PLANT	714.00
161593	HELLSTROM, SARA	REFUND - DANCE	PARKS-RECREATION	8.00
161594	HENNIG, JEANINE TULL	INSTRUCTOR SERVICE	RECREATION SERVICES	381.60
161595	HOLLAND, KAREN B	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.66
161596	HOME DEPOT USA	CREDIT BALANCE	CUSTODIAL SERVICES	-151.19
	HOME DEPOT USA		CUSTODIAL SERVICES	-61.09
	HOME DEPOT USA	MOP, CLEANER	CUSTODIAL SERVICES	16.45
	HOME DEPOT USA	QUICK CONNECT LINERS	CUSTODIAL SERVICES	34.95
	HOME DEPOT USA	MOP PAD	CUSTODIAL SERVICES	42.36
	HOME DEPOT USA	MOP WITH HANDLE	CUSTODIAL SERVICES	56.71
	HOME DEPOT USA	BIN LINERS	CUSTODIAL SERVICES	87.86
	HOME DEPOT USA	UTILITY CONTAINER	CUSTODIAL SERVICES	90.12
	HOME DEPOT USA	URINAL SCREEN	CUSTODIAL SERVICES	138.96
	HOME DEPOT USA	BIN LINERS	CUSTODIAL SERVICES	184.05
	HOME DEPOT USA	SHELVING	CUSTODIAL SERVICES	468.31
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	670.05
161597	HUNTER, PATRICIA F.	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.71
161598	INTERSTATE BATTERY	BATTERIES	ER&R	275.25
161599	INVENTIVE CONSTRUCTI	UTILITY BILLING REFUND	WATER/SEWER OPERATION	26.10
161600	JACOBS, BETTY	UTILITY TAX REBATE	NON-DEPARTMENTAL	6.28
161601	JENSEN, JOYCE		NON-DEPARTMENTAL	40.29
161602	KAISER PERMANENTE	CDL PHYSICAL, DRUG SCREEN,	SOLID WASTE OPERATIONS	28.00
	KAISER PERMANENTE		GENERAL	67.00
	KAISER PERMANENTE		GENERAL	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	125.00
	KAISER PERMANENTE		PARK & RECREATION FAC	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	153.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	176.00
	KAISER PERMANENTE		UTIL ADMIN	238.00
161603	KAMINS CONSTRUCTION	UNILATERAL PAYMENT	GMA - STREET	169,494.94
161604	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
161605	KCDA PURCHASING	NW PLAYGROUND #315	GMA-PARKS	21,436.38
161606	KENDALL CHEVROLET	LEFT/RIGHT WIDER ARM ASSEMBLY	EQUIPMENT RENTAL	129.12
	KENDALL CHEVROLET	TIRE PRESSURE SENSOR	EQUIPMENT RENTAL	455.08
161607	KILGORE, JUDITH	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.87
161608	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00
161609	KUSHNICK, W & D	UTILITY TAX REBATE	NON-DEPARTMENTAL	92.31

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161610	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	288.00
161611	LAMBERT, GEORGIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.53
161612	LAMPTON, KATHLEEN		NON-DEPARTMENTAL	59.53
161613	LAPIN, SERGEY		PARKS-RECREATION	27.00
161614	LEMMON, BRUCE		NON-DEPARTMENTAL	51.04
161615	LOCANTORE, ROBIN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	211.43
161616	LOOMIS	ARMORED TRUCK SERVICE - FEB 2023	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
161617	LUCKEY, MYRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.25
	LUCKEY, MYRA		UTIL ADMIN	60.05
	LUCKEY, MYRA		UTIL ADMIN	284.73
161618	MARSHALL, CHARLENE		NON-DEPARTMENTAL	50.76
	MARSHALL, CHARLENE		UTIL ADMIN	60.05
	MARSHALL, CHARLENE		UTIL ADMIN	284.73
161619	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	35,496.48
161620	MARYSVILLE SCHOOL	ALLEN CREEK ELEM - BB	RECREATION SERVICES	18.00
	MARYSVILLE SCHOOL	SUNNYSIDE ELEM - BB	RECREATION SERVICES	18.00
	MARYSVILLE SCHOOL	KELLOGG MARSH ELEM - BB	RECREATION SERVICES	26.00
	MARYSVILLE SCHOOL	TOTEM MS - BB	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	GROVE ELEM - BB	RECREATION SERVICES	34.00
	MARYSVILLE SCHOOL	MARSHALL ELEM - BB	RECREATION SERVICES	36.00
	MARYSVILLE SCHOOL	PINEWOOD - BB	RECREATION SERVICES	44.00
	MARYSVILLE SCHOOL	TOTEM MS - BB	RECREATION SERVICES	64.00
	MARYSVILLE SCHOOL	MMS - BB	RECREATION SERVICES	90.00
	MARYSVILLE SCHOOL	LIBERTY ELEM - PICTURE DAY	RECREATION SERVICES	147.00
	MARYSVILLE SCHOOL	CEDARCREST MS - VALENTINE DANCE	RECREATION SERVICES	165.00
	MARYSVILLE SCHOOL	MMS - BB	RECREATION SERVICES	412.00
	MARYSVILLE SCHOOL	QUIL CEDA TULALIP ELEM - BB	RECREATION SERVICES	412.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM - BB	RECREATION SERVICES	576.00
161621	MARYSVILLE, CITY OF	1ST BOAT LNC	PARK & RECREATION FAC	25.08
	MARYSVILLE, CITY OF	3RD & STATE	PARK & RECREATION FAC	25.08
	MARYSVILLE, CITY OF	1404 5TH ST	CITY HALL	25.51
	MARYSVILLE, CITY OF	60 STATE AVE	MAINT OF GENL PLANT	29.19
	MARYSVILLE, CITY OF	4708 79TH AVE NE	PARK & RECREATION FAC	57.70
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	79.65
	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	119.97
	MARYSVILLE, CITY OF	1311 4TH ST #IRR	PARK & RECREATION FAC	125.45
	MARYSVILLE, CITY OF	514 DELTA AVE	CITY HALL	125.45
	MARYSVILLE, CITY OF	TUSC RDG IRR	PARK & RECREATION FAC	125.45
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	126.82
	MARYSVILLE, CITY OF	1218 1ST ST #FRLN	PUBLIC SAFETY BLDG	130.96
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	131.17
	MARYSVILLE, CITY OF	1221 3RD ST	OPERA HOUSE	141.24
	MARYSVILLE, CITY OF	1218 1ST ST #OFF	PUBLIC SAFETY BLDG	218.26
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	218.97
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	220.34
	MARYSVILLE, CITY OF	6802 84TH ST NE	GOLF ADMINISTRATION	220.34
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	223.08

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161621	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	239.73
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	413.29
	MARYSVILLE, CITY OF	117 BEACH AVE	PARK & RECREATION FAC	431.20
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	469.75
	MARYSVILLE, CITY OF	1015 STATE AVE	COURT FACILITIES	719.16
	MARYSVILLE, CITY OF	1225 3RD ST	OPERA HOUSE	744.07
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,239.87
	MARYSVILLE, CITY OF	514 DELTA AVE	PUBLIC SAFETY BLDG	1,845.75
	MARYSVILLE, CITY OF	501 DELTA AVE	CITY HALL	1,989.01
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	3,096.57
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	5,800.90
161622	MAURER, ALICE LOUISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.97
161623	MCFADDEN, SYLVIA		NON-DEPARTMENTAL	41.16
161624	MCMASTER-CARR	SHOP SUPPLIES	WASTE WATER TREATMENT	1,116.55
161625	MENDOZA, TERESA TINA	INSTRUCTOR SERVICE	RECREATION SERVICES	72.00
161626	MILLER, RAYMOND & JE	UTILITY BILLING REFUND	GARBAGE	235.51
	MILLER, RAYMOND & JE		WATER/SEWER OPERATION	794.40
161627	NEWELL, KATIE	REFUND - DANCE	PARKS-RECREATION	8.00
161628	NORTH SOUND HOSE	PRESSURE WASHER HOSE	EQUIPMENT RENTAL	405.77
161629	NW MOBILE FLAGGING	FLAGGER CERTIFICATION	CUSTODIAL SERVICES	170.00
	NW MOBILE FLAGGING		SOLID WASTE OPERATIONS	170.00
	NW MOBILE FLAGGING		PARK & RECREATION FAC	170.00
	NW MOBILE FLAGGING		SEWER MAIN COLLECTION	340.00
161630	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	50.30
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	51.00
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	63.74
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	94.50
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	124.37
161631	OSTLIE, LEANNE	REFUND - DANCE	PARKS-RECREATION	8.00
161632	PACIFIC POWER BATTER	CORE CHARGE FOR BATTERY	MAINT OF GENL PLANT	24.68
	PACIFIC POWER BATTER	BATTERY	PUMPING PLANT	148.08
161633	PAPE MACHINERY	LIFT PUMP ASSEMBLY	EQUIPMENT RENTAL	616.16
161634	PELOS, JUDY	UTILITY TAX REBATE	UTIL ADMIN	60.05
	PELOS, JUDY		NON-DEPARTMENTAL	97.70
	PELOS, JUDY		UTIL ADMIN	223.87
161635	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF COURSE	PRO-SHOP	120.00
	PGC INTERBAY LLC		PRO-SHOP	164.34
	PGC INTERBAY LLC		MAINTENANCE	216.00
	PGC INTERBAY LLC		PRO-SHOP	279.17
	PGC INTERBAY LLC		PRO-SHOP	350.38
	PGC INTERBAY LLC		MAINTENANCE	387.43
	PGC INTERBAY LLC		MAINTENANCE	443.41
	PGC INTERBAY LLC		PRO-SHOP	492.59
	PGC INTERBAY LLC		MAINTENANCE	627.84
	PGC INTERBAY LLC		GOLF ADMINISTRATION	741.42
	PGC INTERBAY LLC		MAINTENANCE	1,052.98
	PGC INTERBAY LLC		MAINTENANCE	1,372.05
	PGC INTERBAY LLC		MAINTENANCE	1,849.99
	PGC INTERBAY LLC		MAINTENANCE	4,052.52
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	8,567.56
	PGC INTERBAY LLC		MAINTENANCE	13,860.40

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161635	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF COURSE	GOLF COURSE	19,172.53
161636	PHARES, KAITLYN	REFUND - DANCE	PARKS-RECREATION	8.00
161637	PIERCE, JASON	DISTRACTED DRIVING COURSE	GENERAL	500.00
	PIERCE, JASON		WATER SERVICES	500.00
	PIERCE, JASON		CUSTODIAL SERVICES	500.00
	PIERCE, JASON		WATER SERVICES	500.00
	PIERCE, JASON		COMMUNITY	500.00
161638	PNPCA NW WA	2022 MEMBERSHIP DUES	WASTE WATER TREATMENT	100.00
161639	PUBLIC SAFETY TESTIN	POLICE SAFETY TRAINING ADD -ON	POLICE ADMINISTRATION	66.00
	PUBLIC SAFETY TESTIN		POLICE PATROL	253.00
161640	PUD	ACCT #202177861	PUMPING PLANT	21.75
	PUD	ACCT #220761175	OPERA HOUSE	41.54
	PUD	ACCT #201142155	TRANSPORTATION	42.72
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	64.31
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	72.58
	PUD	ACCT #222592917	PARK & RECREATION FAC	151.13
	PUD	ACCT #202368197	PUMPING PLANT	165.50
	PUD	ACCT #200812808	PUMPING PLANT	291.13
	PUD	ACCT #200164598	SOURCE OF SUPPLY	343.30
	PUD	ACCT #202461554	SEWER LIFT STATION	713.35
	PUD	ACCT #201098969	PUMPING PLANT	979.70
161641	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	40.92
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	71.81
	PUGET SOUND ENERGY	ACCT #220031396256	PARK & RECREATION FAC	86.68
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	87.60
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	155.97
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	204.19
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	245.15
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	283.07
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	723.61
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	726.15
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	993.73
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,363.95
161642	PUGET SOUND SECURITY	DUPLICATE KEYS	EQUIPMENT RENTAL	30.36
	PUGET SOUND SECURITY		EQUIPMENT RENTAL	36.10
161643	RAMIREZ, CANDACE	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.57
161644	RHODODENDRON SOC	REFUND - JENNINGS PARK PERMIT FEE	PARKS-RECREATION	30.00
	RHODODENDRON SOC	REFUND - JENNINGS PARK PERMIT FEE	PARKS-RECREATION	30.00
161645	RIDEN, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	60.70
161646	SAFETY, HEALTH AND E	CONFINED SPACE ASSESSMENT	UTIL ADMIN	1,500.00
161647	SAFEWAY INC.	INMATE INCENTIVES	DETENTION & CORRECTION	7.79
	SAFEWAY INC.	INMATE MEALS	DETENTION & CORRECTION	7.79
	SAFEWAY INC.	INMATE INCENTIVE	DETENTION & CORRECTION	10.00
	SAFEWAY INC.	INMATE MEDICATIONS	DETENTION & CORRECTION	15.17
	SAFEWAY INC.	TRAINING REFRESHMENTS	POLICE TRAINING-FIREARMS	26.48
	SAFEWAY INC.		POLICE TRAINING-FIREARMS	56.41
161648	SANDERS, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.54
161649	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	146.38
161650	SELBY, BECKY	REFUND - DANCE	PARKS-RECREATION	8.00
161651	SIMS, JAMES & WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	111.03
161652	SIX ROBBLEES INC	TIRE REPAIR, WHEEL BALANCING	EQUIPMENT RENTAL	28.60

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161652	SIX ROBBLEES INC	TIRE REPAIR, BALANCING	EQUIPMENT RENTAL	1,450.71
161653	SOLID WASTE SYSTEMS	TAILGATE LIGHTING MODULE	ER&R	970.27
161654	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	892.00
161655	SOUND SAFETY	UNIFORM - OSBORN	GENERAL	150.22
	SOUND SAFETY	UNIFORM - WOOD	GENERAL	153.85
	SOUND SAFETY	UNIFORM - COBB	UTIL ADMIN	164.65
	SOUND SAFETY	UNIFORM - CALLAHAN	GENERAL	165.00
	SOUND SAFETY	UNIFORM - SMITH	GENERAL	173.30
	SOUND SAFETY	UNIFORM - WOOD	GENERAL	186.13
	SOUND SAFETY	UNIFORM - OSBORN	GENERAL	186.81
	SOUND SAFETY	UNIFORM - COBB	UTIL ADMIN	200.00
	SOUND SAFETY	UNIFORM - RAIRDIN	SOLID WASTE OPERATIONS	203.29
	SOUND SAFETY	UNIFORM	GENERAL	217.57
	SOUND SAFETY	UNIFORM - SZECHENYI	PARK & RECREATION FAC	271.47
	SOUND SAFETY	UNIFORM - CHRISMAN	PARK & RECREATION FAC	376.04
	SOUND SAFETY	UNIFORM - PHELPS	PARK & RECREATION FAC	420.52
	SOUND SAFETY	UNIFORM - MARKHAM	PARK & RECREATION FAC	499.97
161656	STAPLES	OFFICE SUPPLIES	COMMUNITY EVENTS	11.09
	STAPLES	WATER	MUNICIPAL COURTS	34.03
	STAPLES	OFFICE SUPPLIES	COMMUNITY EVENTS	164.06
	STAPLES	JURY SUPPLIES	MUNICIPAL COURTS	194.08
161657	STETNER ELECTRIC	PROJECT RETAINAGE RELEASE	CITY FACILITIES	6,847.13
161658	STRAND, DELORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.31
161659	STRAND, KAREN		NON-DEPARTMENTAL	36.24
161660	SUPERIOR RESTROOMS	UNIT 2412 SERVICE	ROADSIDE VEGETATION	71.11
	SUPERIOR RESTROOMS	UNIT 2846 SERVICE	ROADSIDE VEGETATION	71.11
	SUPERIOR RESTROOMS	UNIT 3311 SERVICE	ROADSIDE VEGETATION	71.11
	SUPERIOR RESTROOMS	PORTABLE RESTROOM SERVICE	WATER DIST MAINS	426.66
161661	SUPRIYADI, TAUFAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.72
161662	SUTTON, GRADY L		NON-DEPARTMENTAL	77.82
161663	SWING, RICHARD & ANA		NON-DEPARTMENTAL	51.62
161664	TAYLOR, DANIEL	REFEREES FOR BASKETBALL	RECREATION SERVICES	2,340.00
161665	TEKLEAB, ABAGAIL	WITNESS FEE	MUNICIPAL COURTS	10.00
161666	TEKLEAB, BETIEL		MUNICIPAL COURTS	10.00
161667	TEKLEAB, NAOMI		MUNICIPAL COURTS	10.00
161668	TEKLEAB, NEHEMIAH		MUNICIPAL COURTS	14.97
161669	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC	121.72
161670	UNIVERSAL FIELD	80TH ST NE/NON-MOTORIZED PROJECT	GMA - STREET	46.51
	UNIVERSAL FIELD		GMA - STREET	339.33
	UNIVERSAL FIELD		GMA - STREET	454.02
	UNIVERSAL FIELD		GMA - STREET	3,064.95
161671	USA BLUEBOOK	WATER TREATMENT	SUNNYSIDE FILTRATION	336.96
	USA BLUEBOOK	WATER FILTERS	WASTE WATER TREATMENT	598.04
	USA BLUEBOOK	WATER TREATMENT	SUNNYSIDE FILTRATION	687.03
	USA BLUEBOOK		WASTE WATER TREATMENT	712.61
161672	VM PRONTO LLC	UB REFUND	WATER/SEWER OPERATION	235.01
161673	WA AUDIOLOGY SRVCS	HEARING TEST OSHA/MSHA	EQUIPMENT RENTAL	22.00
	WA AUDIOLOGY SRVCS		GENERAL	22.00
	WA AUDIOLOGY SRVCS		POLICE PATROL	44.00
161674	WAMPLER, NINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.59
161675	WATSON, KEVIN		NON-DEPARTMENTAL	51.38

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161676	WHISTLE WORKWEAR	CREDIT FOR INV #2010005446	SOLID WASTE OPERATIONS	-143.39
	WHISTLE WORKWEAR	UNIFORM - JOHNSTON	SOLID WASTE OPERATIONS	143.39
	WHISTLE WORKWEAR		SOLID WASTE OPERATIONS	143.39
	WHISTLE WORKWEAR	UNIFORM - PHIPPS	SOLID WASTE OPERATIONS	217.59
	WHISTLE WORKWEAR	UNIFORM - FERRARO	SOLID WASTE OPERATIONS	429.15
161677	WICHERS, DENA	UTILITY TAX REBATE	NON-DEPARTMENTAL	99.65
161678	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	65.85
161679	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
161680	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	218.27
161681	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	69.38
161682	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	29.02
	ZIPLY FIBER		MUNICIPAL COURTS	116.11
161683	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	75.42
161684	ZIPLY FIBER	ACCT #3606594037	CITY HALL	103.11
161685	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.58
161686	ZUMWALT, REGINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	113.01

**WARRANT TOTAL: 761,995.59**

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: \$761,995.59**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

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

**SUBJECT:** March 22, 2023 Claims in the Amount of \$2,541,411.04 Paid by EFT Transactions and Check Numbers 161687 through 161871 with Check Number 160958 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[032223.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/22/2023 TO 3/22/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161687	LICENSING, DEPT OF	DRIVING ABSTRACT - CHENNAULT	PERSONNEL ADMINISTRATION	15.00
161688	LYDIG CONSTRUCTION	CIVIC CENTER TI SUP. #1, PAYMENT #14	CAPITAL EXPENDITURES	8,752.00
	LYDIG CONSTRUCTION		CAPITAL EXPENDITURES	520,268.30
161689	911 SUPPLY INC.	UNIFORM - ELTON	POLICE ADMINISTRATION	33.03
	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	41.56
	911 SUPPLY INC.	UNIFORM - MAPLES	POLICE INVESTIGATION	50.33
	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	71.12
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	80.94
	911 SUPPLY INC.	UNIFORM - MAPLES/ALLEN	POLICE PATROL	125.81
	911 SUPPLY INC.	UNIFORM - VERMEULEN	POLICE PATROL	142.20
	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	169.56
	911 SUPPLY INC.	UNIFORM - MYKLEBY	DETENTION & CORRECTION	169.58
	911 SUPPLY INC.	UNIFORM - RAMOS	DETENTION & CORRECTION	172.83
	911 SUPPLY INC.	AWARD BARS FOR UNIFORMS	POLICE ADMINISTRATION	229.20
	911 SUPPLY INC.	UNIFORM - GANN	POLICE PATROL	339.09
	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	406.86
	911 SUPPLY INC.	UNIFORM - PALMER	DETENTION & CORRECTION	411.38
	911 SUPPLY INC.	INVOICE-2-26641	POLICE PATROL	459.42
	911 SUPPLY INC.	UNIFORM - VASCONI	COMMUNITY SERVICES UNIT	485.68
	911 SUPPLY INC.	UNIFORM - MAPLES, ALLEN	POLICE PATROL	850.26
161690	AL GETANY, ZEAD	UB REFUND 15002 45TH DR NE	WATER/SEWER OPERATION	302.05
161691	ALEXANDER PRINTING	BUSINESS CARD PRINTING	POLICE ADMINISTRATION	115.62
161692	ALPHA COURIER INC	COURIER SERVICE	WATER RESERVOIRS	91.52
161693	AMAZON CAPITAL	SUPPLIES	POLICE TRAINING-FIREARMS	6.02
	AMAZON CAPITAL	DUPLICATE STAMP	CITY CLERK	9.79
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	14.31
	AMAZON CAPITAL	WALL CALENDAR	WASTE WATER TREATMENT	17.48
	AMAZON CAPITAL	SUPPLIES	POLICE TRAINING-FIREARMS	18.05
	AMAZON CAPITAL	MICROPHONES	EXECUTIVE ADMIN	19.68
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	22.95
	AMAZON CAPITAL		POLICE PATROL	26.24
	AMAZON CAPITAL	WALL CALENDAR	WASTE WATER TREATMENT	28.43
	AMAZON CAPITAL	CERTIFICATE HOLDERS	EXECUTIVE ADMIN	64.95
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	98.45
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	109.35
	AMAZON CAPITAL	BATTERIES	POLICE PATROL	118.10
	AMAZON CAPITAL	HARD DRIVE REPLACEMENT	COMPUTER SERVICES	131.26
	AMAZON CAPITAL	ROLLING CASE	YOUTH SERVICES	131.27
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	226.34
	AMAZON CAPITAL		POLICE TRAINING-FIREARMS	269.47
	AMAZON CAPITAL		POLICE INVESTIGATION	405.81
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	458.75
	AMAZON CAPITAL	CABLES, ADAPTERS, MITEL PHONE	COMPUTER SERVICES	573.72
	AMAZON CAPITAL	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	720.40
161694	ANDERSON, CRAIG	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.42
161695	APPLY-A-LINE LLC	RETAINAGE RELEASE (2018 STRIPING)	CITY STREETS	4,469.97
161696	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	238.83
161697	ASM AFFILIATES, INC.	SERVICE THROUGH 11/3022	SURFACE WATER CAPITAL	800.00
	ASM AFFILIATES, INC.	SERVICE THROUGH 01/31/23	SURFACE WATER CAPITAL	3,325.00
	ASM AFFILIATES, INC.	SERVICE THROUGH 12/31/22	SURFACE WATER CAPITAL	10,150.00
161698	ASSOC OF SHERIFFS	TOLBERT DUES	POLICE PATROL	75.00



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161699	ASTOUND BUSINESS	I-NET LEASE, FIBER MAINTENANCE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS	FIBER IRU MAINTENANCE	CENTRAL SERVICES	111.40
	ASTOUND BUSINESS	I-NET LEASE, FIBER MAINTENANCE	CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
161700	AUCOIN, JOANNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.80
	AUCOIN, JOANNE		UTIL ADMIN	60.05
	AUCOIN, JOANNE		UTIL ADMIN	284.73
161701	AXON ENTERPRISE INC	AXON INTERVIEW SWITCH BUNDLE	POLICE PATROL	1,427.49
	AXON ENTERPRISE INC		POLICE PATROL	18,146.98
161702	BARKHURST, THOMAS	UTILITY BILLING REFUND	WATER/SEWER OPERATION	31.25
161703	BARNES, ALISON	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161704	BELLEME, JOSEPH	DIGITAL FORENSICS TECH CERT.	POLICE INVESTIGATION	352.00
161705	BENNETT, GLADYS	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.69
161706	BENTON, JORDAN	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161707	BERGER, BETTY J.	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.34
161708	BILLING DOCUMENT SPE	BILL PRINTING SERVICE - 3/2 TO 3/9/23	UTILITY BILLING	4,047.86
161709	BLACKWELL, JOHN	UTILITY TAX REBATE	UTIL ADMIN	60.05
	BLACKWELL, JOHN		NON-DEPARTMENTAL	76.88
	BLACKWELL, JOHN		UTIL ADMIN	284.73
161710	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	188.58
	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	1,142.48
161711	BORDELON, MELODY & K	UTILITY BILLING REFUND	WATER/SEWER OPERATION	24.28
161712	BOSTEC	PBT SUPPLIES	POLICE PATROL	233.84
161713	BOWLES, ALAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	7.53
161714	BRAATEN, DEANNA	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161715	BUTCHER, NICOLE		PARKS-RECREATION	12.00
161716	CARLSON, MEGAN		PARKS-RECREATION	12.00
161717	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	558.00
161718	CECSARINI, MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.88
161719	CHAVEZ, KAY		NON-DEPARTMENTAL	50.29
	CHAVEZ, KAY		UTIL ADMIN	60.05
	CHAVEZ, KAY		UTIL ADMIN	284.73
161720	CITY OF MARYSVILLE	UB REFUND 1926 4TH ST	WATER/SEWER OPERATION	12.15
161721	CLARK, JOHN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	9.46
161722	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
161723	CODE PUBLISHING	MUNICIPAL CODE - WEB UPDATE	CITY CLERK	2,454.94
161724	COOLEY, KRISTA	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161725	COON, MELVIN	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.83
161726	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	MUNICIPAL COURTS	23.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	23.62
	COPIERS NORTHWEST		OFFICE OPERATIONS	36.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	43.91
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		WASTE WATER TREATMENT	44.15
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34

**CITY OF MARYSVILLE  
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161726	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	FINANCE-GENL	162.34
	COPIERS NORTHWEST		ENGR-GENL	162.35
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		MUNICIPAL COURTS	227.19
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		POLICE INVESTIGATION	279.75
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		PARK & RECREATION FAC	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	348.61
	COPIERS NORTHWEST		PARK & RECREATION FAC	459.20
	COPIERS NORTHWEST		LEGAL - PROSECUTION	526.17
161727	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	74.45
161728	COX, JENNIFER	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161729	CRYSTAL SPRINGS	WATER SERVICE - COMMUNITY CENTER	RECREATION SERVICES	77.45
	CRYSTAL SPRINGS		RECREATION SERVICES	83.44
161730	CUSHING TERRELL	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	15,035.22
161731	DAHLBERG, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.86
161732	DAMBACHER, KARLA	REFUND - ADULT TAP	PARKS-RECREATION	14.00
161733	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	50.00
161734	DICKS TOWING	TOWING - 23-10071	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-9873	POLICE PATROL	77.54
	DICKS TOWING	TOWING - BTL1904	POLICE PATROL	77.54
	DICKS TOWING	TOWING - CCT2628	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-10311	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-10588	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-8014	POLICE PATROL	77.54
161735	DIERCK, NORMA JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	120.34
161736	DRAYTON, JARED		NON-DEPARTMENTAL	78.75
161737	E&E LUMBER	SUPPLIES	COMMUNITY SERVICES UNIT	40.86
161738	ECONORTHWEST	HOUSING ASSESSMENT	COMMUNITY	8,771.25
161739	ENCHANTING PRINCESS	2 CHARACTERS FOR DANCE	RECREATION SERVICES	150.00
161740	ENGLISH, ELISHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	150.63
161741	EVERETT, CITY OF	COLIFORM LAB ANALYSIS	WATER QUAL TREATMENT	920.70
161742	EVERETT, CITY TREAS	FILTRATION SERVICE 12/30 TO 01/31/23	SOURCE OF SUPPLY	195,385.69
161743	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-14.86
	EVIDENT, INC.		POLICE PATROL	172.86
161744	FBI/LEEDA	DUES - THOMAS	POLICE ADMINISTRATION	50.00
161745	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	53,560.00
161746	FENTON, KATHRYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	80.16
161747	FISHER, HEATHER	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
	FISHER, HEATHER		PARKS-RECREATION	12.00
161748	FOOT WORKS	INSTRUCTOR SERVICE	RECREATION SERVICES	240.00
161749	FOREMOST PROMOTIONS	SUPPLIES	CRIME PREVENTION	217.38
	FOREMOST PROMOTIONS	CUPS	POLICE ADMINISTRATION	684.92
	FOREMOST PROMOTIONS	SUPPLIES	CRIME PREVENTION	2,907.67

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161750	GARCIA, MARITZA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161751	GARNER, ORAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.37
161752	GIESLER, MARCY & ED		NON-DEPARTMENTAL	152.79
161753	GILL, KAMLESH		NON-DEPARTMENTAL	57.82
161754	GLASS, KELLY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161755	GOMS, WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.87
	GOMS, WANDA		UTIL ADMIN	60.05
	GOMS, WANDA		UTIL ADMIN	284.73
161756	GRITTON, DENISE	REFUND - ADULT TAP	PARKS-RECREATION	14.00
161757	HACKER, EILIDH	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161758	HARRISON, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.63
161759	HARRY'S TOWING LLC	TOWING CDX4493	POLICE PATROL	654.76
161760	HART, KYM	REFUND - ADULT TAP	PARKS-RECREATION	14.00
161761	HASTINGS, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.48
161762	HAYNES, SANDRA		NON-DEPARTMENTAL	89.41
161763	HDR ENGINEERING	SERVICE THROUGH 01/25 TO 02/25/23	GMA - STREET	1,299.79
	HDR ENGINEERING	SERVICE THROUGH 1/29 TO 2/25/23	GMA - STREET	10,596.80
161764	HEATH, LESLIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.96
	HEATH, LESLIE		UTIL ADMIN	60.05
	HEATH, LESLIE		UTIL ADMIN	284.73
161765	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	UTIL ADMIN	0.01
	HEWLETT PACKARD		WASTE WATER TREATMENT	4.25
161766	HON COMPANY	FURNITURE FOR MCC	CAPITAL EXPENDITURES	44,695.39
161767	HUSWICK, KATHLEEN	UTILITY BILLING REFUND	GARBAGE	107.45
161768	HYLAND, MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.08
161769	JAGGAR, LARRY		NON-DEPARTMENTAL	72.64
161770	JAMES, MARK	NLC CONGRESSIONAL CONFERENCE	CITY COUNCIL	355.50
161771	JOHNSON, KAREN	UTILITY TAX REBATE	NON-DEPARTMENTAL	23.75
161772	JUDD & BLACK	MICROWAVES FOR MCC	CAPITAL EXPENDITURES	350.06
161773	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	5,405.08
161774	KAUFMAN, KRISSY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	26.95
161775	KAUFMAN, KRISSY		GARBAGE	7.32
	KAUFMAN, KRISSY		GARBAGE	7.89
161776	KAUFMAN, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.06
	KAUFMAN, SUSAN		UTIL ADMIN	60.05
	KAUFMAN, SUSAN		UTIL ADMIN	284.73
161777	KERR, STEVEN		NON-DEPARTMENTAL	43.29
	KERR, STEVEN		UTIL ADMIN	60.05
	KERR, STEVEN		UTIL ADMIN	284.73
161778	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
161779	KING, SADIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	89.70
161780	KOCH, ANNA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161781	KUBEC, ERICA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	141.83
161782	LAMB, GREGG & AMBER	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161783	LAND DIRT PIPE	HYDRANT METER DEPOSIT, FEES	WATER-UTILITIES/ENVIRONMN	-271.75
	LAND DIRT PIPE		WATER-UTILITIES/ENVIRONMN	-124.50
	LAND DIRT PIPE		WATER/SEWER OPERATION	1,150.00
161784	LASTING IMPRESSIONS	TABLE RUNNER	EXECUTIVE ADMIN	103.47
161785	LAURA HASTINGS & PAT	UTILITY TAX REBATE	NON-DEPARTMENTAL	8.59
	LAURA HASTINGS & PAT		UTIL ADMIN	60.05
	LAURA HASTINGS & PAT		UTIL ADMIN	284.73

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161786	LAWSON, MONICA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161787	LEADS ONLINE	INVESTIGATIVE TOOL	POLICE INVESTIGATION	3,081.00
161788	LEXIPOL LLC	LEXIPOL ACCESS	POLICE PATROL	7,035.55
161789	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	202.37
	LYNN PEAVEY COMPANY	GLOVES	POLICE PATROL	831.46
161790	MACLEOD RECKORD, PLLC	SERVICE THROUGH 2/28/23	GMA-PARKS	2,486.07
161791	MAJOR, ELIZABETH	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161792	MANN, DAPHNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.16
161793	MARSHALL, TIMOTHY	UTILITY BILLING REFUND	WATER/SEWER OPERATION	6.20
161794	MARYSVILLE SCHOOL	ALLEN CREEK ELEM - BB	RECREATION SERVICES	14.00
	MARYSVILLE SCHOOL	SUNNYSIDE ELEM - BB	RECREATION SERVICES	16.00
	MARYSVILLE SCHOOL	KELLOGG MARSH ELEM - BB	RECREATION SERVICES	20.00
	MARYSVILLE SCHOOL	TOTEM MS	RECREATION SERVICES	22.00
	MARYSVILLE SCHOOL	MARSHALL ELEM - BB	RECREATION SERVICES	28.00
	MARYSVILLE SCHOOL	GROVE ELEM	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	PINEWOOD ELEM - BB	RECREATION SERVICES	36.00
	MARYSVILLE SCHOOL	TOTEM MS - BB	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	MMS - BB	RECREATION SERVICES	72.00
	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	165.00
	MARYSVILLE SCHOOL	MMS - BB	RECREATION SERVICES	396.00
	MARYSVILLE SCHOOL	QUILCEDA TULALIP ELEM - BB	RECREATION SERVICES	396.00
	MARYSVILLE SCHOOL	CEDARCREST MS	RECREATION SERVICES	432.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM - BB	RECREATION SERVICES	576.00
161795	MC CLURE & SONS INC	PAY ESTIMATE #1	SEWER CAPITAL PROJECTS	217,563.78
	MC CLURE & SONS INC	DOWNTOWN STROMWATER PAYMENT 11	SURFACE WATER CAPITAL	661,883.64
161796	MCMASTER-CARR	SAND FILTER AIRLINE REPAIR	WASTE WATER TREATMENT	198.78
	MCMASTER-CARR	SHED UV STORAGE/AERATOR REPAIR	WASTE WATER TREATMENT	851.00
161797	MIFFLIN, EMILY	REFUND - MARTIAL ARTS	PARKS-RECREATION	51.00
161798	MILLER, TYLER	ANIMAL CONTROL ACADEMY	POLICE TRAINING-FIREARMS	869.00
161799	MOYER, SHARON	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.25
	MOYER, SHARON		UTIL ADMIN	60.05
	MOYER, SHARON		UTIL ADMIN	284.73
161800	MULLER, STEVE	NLC CONGRESSIONAL CONFERENCE	CITY COUNCIL	312.10
161801	MURRIL, JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.19
161802	NATION, ELDONNA		NON-DEPARTMENTAL	50.95
161803	NEWMAN, EMILY		NON-DEPARTMENTAL	111.20
161804	NILSEN, DAISY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161805	NORTON, KAMILLE	NLC CONGRESSIONAL CONFERENCE	CITY COUNCIL	347.60
161806	NYBLOD, LOUISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.66
161807	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	53.34
	ODP BUSINESS SOLUTION	OFFICE SUPPLIES	COMMUNITY	208.40
	ODP BUSINESS SOLUTION	SUPPLIES	POLICE PATROL	435.23
161808	OLASON, MONICA	INSTRUCTOR SERVICE	RECREATION SERVICES	1,316.40
161809	OSBORNE, AMBER	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.05
161810	PACIFIC POWER BATTER	BATTERIES FOR WADE ROAD	SOURCE OF SUPPLY	87.02
161811	PEACE OF MIND	MINUTE TAKER 2/21/23	COMMUNITY	205.20
	PEACE OF MIND	COUNCIL WORK SESSION	CITY CLERK	385.20
161812	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-8.75
	POLICE & SHERIFFS PR		GENERAL FUND	-5.93
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	17.51
	POLICE & SHERIFFS PR		COMMUNITY SERVICES UNIT	33.97

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 INVOICE LIST**

**FOR INVOICES FROM 3/22/2023 TO 3/22/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161812	POLICE & SHERIFFS PR	ID CARDS	DETENTION & CORRECTION	34.49
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	34.49
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	50.32
161813	POPE, GAIL	UTILITY TAX REBATE	UTIL ADMIN	60.05
	POPE, GAIL		NON-DEPARTMENTAL	91.17
	POPE, GAIL		UTIL ADMIN	284.73
161814	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	1.15
	POSTAL SERVICE		COMPUTER SERVICES	2.60
	POSTAL SERVICE		EXECUTIVE ADMIN	21.78
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	39.77
	POSTAL SERVICE		LEGAL-GENL	96.98
	POSTAL SERVICE		COMMUNITY	133.45
	POSTAL SERVICE		PARK & RECREATION FAC	168.66
	POSTAL SERVICE		UTIL ADMIN	193.16
	POSTAL SERVICE		UTILITY BILLING	559.54
	POSTAL SERVICE		MUNICIPAL COURTS	813.54
	POSTAL SERVICE		FINANCE-GENL	1,969.37
161815	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
161816	PRINGLE, HARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	7.90
	PRINGLE, HARRY		UTIL ADMIN	60.05
	PRINGLE, HARRY		UTIL ADMIN	284.73
161817	PUD	ACCT #201142098	PARK & RECREATION FAC	8.40
	PUD	ACCT #205195373	PARK & RECREATION FAC	22.84
	PUD	ACCT #201346665	SEWER LIFT STATION	23.63
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #202461026	MAINT OF GENL PLANT	24.41
	PUD	ACCT #205481823	GOLF ADMINISTRATION	25.20
	PUD	ACCT #200973956	SEWER LIFT STATION	32.27
	PUD	ACCT #200501617	TRANSPORTATION	32.62
	PUD	ACCT #202294245	SEWER LIFT STATION	49.50
	PUD	ACCT #200660439	STREET LIGHTING	51.49
	PUD	ACCT #204829691	STREET LIGHTING	51.62
	PUD	ACCT #203500020	STREET LIGHTING	56.89
	PUD	ACCT #200448801	TRANSPORTATION	58.84
	PUD	ACCT #202303301	SEWER LIFT STATION	63.57
	PUD	ACCT #222664310	TRANSPORTATION	76.90
	PUD	ACCT #203996343	STREET LIGHTING	81.10
	PUD	ACCT #222664740	TRANSPORTATION	89.54
	PUD	ACCT #221115934	MAINT OF GENL PLANT	93.22
	PUD	ACCT #221610405	STREET LIGHTING	112.85
	PUD	ACCT #201909637	SEWER LIFT STATION	129.97
	PUD	ACCT #222663973	TRANSPORTATION	132.99
	PUD	ACCT #203291216	GENERAL	136.29
	PUD	ACCT #220020531	STREET LIGHTING	222.42
	PUD	ACCT #201628880	WASTE WATER TREATMENT	237.67
	PUD	ACCT #223013277	AFFORDABLE HOUSING	304.05
	PUD	ACCT #220824148	WASTE WATER TREATMENT	425.02
	PUD	ACCT #201675634	WASTE WATER TREATMENT	438.90
	PUD	ACCT #201617479	CITY HALL	671.85

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/22/2023 TO 3/22/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161817	PUD	ACCT #200021871	COURT FACILITIES	731.33
	PUD	ACCT #201587284	WASTE WATER TREATMENT	780.86
	PUD	ACCT #202177333	MAINT OF GENL PLANT	955.56
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,061.18
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,598.34
	PUD	ACCT #202075008	WASTE WATER TREATMENT	12,118.08
	PUD	ACCT #201420635	WASTE WATER TREATMENT	13,779.07
	PUD	ACCT #201721180	WASTE WATER TREATMENT	22,637.24
161818	REECE, ALIZA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
	REECE, ALIZA		PARKS-RECREATION	12.00
161819	ROBERTS, DAVID	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.38
161820	ROBLES, RAFAEL		NON-DEPARTMENTAL	76.41
161821	SAGW LLC - RENTAL	UB REFUND	GARBAGE	257.21
161822	SCHVANEVELDT, RODNEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.82
161823	SECRETARY OF STATE	ARCHIVE BOXES	CITY CLERK	83.14
161824	SECURE A SITE, INC.	MONTHLY RENTAL FOR MCC FENCING	CAPITAL EXPENDITURES	938.65
161825	SKAGGS, LYLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	115.40
161826	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	1,194.60
161827	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-204.14
	SMARSH INC		CITY CLERK	7.85
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		RECREATION SERVICES	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		UTILITY BILLING	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		MUNICIPAL COURTS	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		LEGAL-GENL	15.70
	SMARSH INC		WATER QUAL TREATMENT	15.70
	SMARSH INC		FACILITY MAINTENANCE	15.70
	SMARSH INC		FINANCE-GENL	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		SOLID WASTE CUSTOMER	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		GIS SERVICES IS	31.40
	SMARSH INC		LEGAL - PROSECUTION	39.25
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		PARK & RECREATION FAC	39.25
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		STORM DRAINAGE	62.80
	SMARSH INC		POLICE INVESTIGATION	70.65
	SMARSH INC		EXECUTIVE ADMIN	78.50
	SMARSH INC		DETENTION & CORRECTION	78.50
	SMARSH INC		GENERAL	78.50
	SMARSH INC		WASTE WATER TREATMENT	86.35
	SMARSH INC		UTIL ADMIN	102.05
	SMARSH INC		POLICE ADMINISTRATION	133.45

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/22/2023 TO 3/22/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161827	SMARSH INC	TEXT MESSAGE ARCHIVING	ENGR-GENL	157.00
	SMARSH INC		POLICE PATROL	494.55
161828	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	416.40
161829	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	93,046.58
161830	SNYDER, CANON	MC/DJ SUPERHERO DANCE	RECREATION SERVICES	400.00
161831	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	639.08
161832	SOUND PUBLISHING	ORDINANCE 3256	CITY CLERK	43.84
161833	SOUND PUBLISHING	ORDINANCE 3257	CITY CLERK	43.84
161834	SOUND PUBLISHING	ORDINANCE 3258	CITY CLERK	36.24
161835	SOUND PUBLISHING	PUBLIC HEARING ASTOUND BORADBAND	CITY CLERK	51.72
161836	SOUND PUBLISHING	ORDINANCE 3259	CITY CLERK	43.12
161837	SOUND PUBLISHING	ORDINANCE 3260	CITY CLERK	44.84
161838	SOUND PUBLISHING	ORDINANCE 3261	CITY CLERK	34.52
161839	SOUND PUBLISHING	ORDINANCE 3262	CITY CLERK	34.52
161840	SPENCER, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	60.73
161841	SRV CONSTRUCTION	PAY ESTIMATE #6	SURFACE WATER CAPITAL	486,063.76
161842	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	548.25
161843	STEEN, WALTER	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.27
161844	STERICYCLE, INC.	REMOVAL OF BINS	EXECUTIVE ADMIN	12.50
	STERICYCLE, INC.		LEGAL - PROSECUTION	12.50
	STERICYCLE, INC.	MONTHLY SERVICE/REMOVAL OF TOTES	PERSONNEL ADMINISTRATION	29.83
161845	STERNIN, DENNIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.44
161846	STORMO, ROBIN		UTIL ADMIN	60.05
	STORMO, ROBIN		NON-DEPARTMENTAL	87.59
	STORMO, ROBIN		UTIL ADMIN	223.87
161847	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,991.57
161848	SULISTIONO, ROBERTUS	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.86
161849	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	1,368.00
161850	TASCHEREAU, MARTHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.36
161851	TAYLOR, STAR	UB REFUND	WATER/SEWER OPERATION	175.26
161852	THOMPSON, KIM	REFUND - BALLETT/TAP	PARKS-RECREATION	12.00
	THOMPSON, KIM		PARKS-RECREATION	12.00
161853	TIERNEY, HELEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.48
161854	TRANPO GROUP	SERVICE THROUGH 02/28/23	GMA - STREET	3,903.03
161855	TRUDELL, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.70
161856	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.08
	VERIZON		POLICE INVESTIGATION	520.21
	VERIZON		POLICE PATROL	2,560.70
161857	WAGNER, KELLY	REFUND - BALLETT/TAP	PARKS-RECREATION	12.00
161858	WALKER, ABBY		PARKS-RECREATION	12.00
161859	WALSER, CHARLES	UTILITY TAX REBATE	NON-DEPARTMENTAL	108.35
161860	WATCH SYSTEMS	RSO MAILINGS	POLICE INVESTIGATION	211.19
161861	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	412.63
	WEST PAYMENT CENTER	ONLINE/SOFTWARE SUBSCRIPTION	LEGAL-GENL	460.75
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	460.75
161862	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	331.20
161863	WILLIAMSON, CHARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.62
161864	WSP USA INC	SERVICE PROVIDED THROUGH 2/3/23	GMA - STREET	31,210.81
161865	WYNNE, ELLEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	89.12
161866	YOUNG, MICHAEL	HOTEL/TRANSPORTATION	POLICE INVESTIGATION	679.96
161867	ZIMBELMAN, ERVIN	UTILITY TAX REBATE	UTIL ADMIN	60.05

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/22/2023 TO 3/22/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161867	ZIMBELMAN, ERVIN	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.09
	ZIMBELMAN, ERVIN		UTIL ADMIN	284.73
161868	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	75.57
161869	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	38.48
	ZIPLY FIBER		POLICE INVESTIGATION	38.49
161870	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	240.52
	ZIPLY FIBER		SUNNYSIDE FILTRATION	271.24
161871	ZIPLY FIBER	LOCAL/LD LINES	YOUTH SERVICES	8.88
	ZIPLY FIBER		CRIME PREVENTION	8.88
	ZIPLY FIBER		PROPERTY TASK FORCE	8.88
	ZIPLY FIBER		WATER QUAL TREATMENT	8.88
	ZIPLY FIBER		PURCHASING/CENTRAL	8.88
	ZIPLY FIBER		CITY CLERK	17.75
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.75
	ZIPLY FIBER		FACILITY MAINTENANCE	17.75
	ZIPLY FIBER		STORM DRAINAGE	26.63
	ZIPLY FIBER		GIS SERVICES IS	26.63
	ZIPLY FIBER		LEGAL - PROSECUTION	35.51
	ZIPLY FIBER		PARK & RECREATION FAC	35.51
	ZIPLY FIBER		LEGAL-GENL	35.51
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.39
	ZIPLY FIBER		GENERAL	44.39
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	53.26
	ZIPLY FIBER		EQUIPMENT RENTAL	62.14
	ZIPLY FIBER		RECREATION SERVICES	71.02
	ZIPLY FIBER		COMPUTER SERVICES	79.89
	ZIPLY FIBER		POLICE INVESTIGATION	79.90
	ZIPLY FIBER		UTILITY BILLING	79.90
	ZIPLY FIBER		FINANCE-GENL	88.77
	ZIPLY FIBER		WASTE WATER TREATMENT	88.77
	ZIPLY FIBER		EXECUTIVE ADMIN	106.53
	ZIPLY FIBER		POLICE ADMINISTRATION	106.53
	ZIPLY FIBER		UTIL ADMIN	106.53
	ZIPLY FIBER		MUNICIPAL COURTS	115.41
	ZIPLY FIBER		OFFICE OPERATIONS	115.41
	ZIPLY FIBER		COMMUNITY	168.67
	ZIPLY FIBER		ENGR-GENL	186.43
	ZIPLY FIBER		DETENTION & CORRECTION	213.06
	ZIPLY FIBER		POLICE PATROL	479.38

**WARRANT TOTAL: 2,541,518.49**

KATHLEEN HUSWICK      VOID      CHECK LOST/DAMAGED      160958      \$107.45

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: \$2,541,411.04**





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** March 24, 2023 Payroll in the Amount of 1,997,818.89 Paid by EFT Transactions and Check Numbers 34532 through 34545

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

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

**SUBJECT:** March 29, 2023 Claims in the Amount of \$1,489,641.80 Paid by EFT Transactions and Check Numbers 161872 through 162093 with Check Number 161859 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[032923.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/29/2023 TO 3/29/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161872	PREMERA BLUE CROSS	CLAIMS PAID 3/12 TO 3/18/23	MEDICAL CLAIMS	47,823.34
	PREMERA BLUE CROSS	CLAIMS PAID 3/5 TO 3/11/23	MEDICAL CLAIMS	83,637.25
161873	FIRST AMERICAN TITLE	ROW ACQUISITION	GMA - STREET	8,413.60
161874	REVENUE, DEPT OF	EXCISE TAXES FEB 2023	RECREATION SERVICES	6.77
	REVENUE, DEPT OF		POLICE ADMINISTRATION	31.55
	REVENUE, DEPT OF		WATER/SEWER OPERATION	150.82
	REVENUE, DEPT OF		GENERAL FUND	166.96
	REVENUE, DEPT OF		GOLF ADMINISTRATION	219.00
	REVENUE, DEPT OF		GOLF COURSE	4,353.80
	REVENUE, DEPT OF		STORM DRAINAGE	8,982.11
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,071.10
	REVENUE, DEPT OF		UTIL ADMIN	79,805.58
161875	BENEFIT COORDINATORS	PREMIUMS FOR APRIL 2023	MEDICAL CLAIMS	168,614.94
161876	LICENSING, DEPT OF	DRIVING ABSTRACT - SCHWAB	PERSONNEL ADMINISTRATION	15.00
161877	TITAN STEEL STRUCTUR	DEPOSIT FOR PD EVIDENCE BLDG	CAPITAL EXPENDITURES	15,000.00
161878	TITAN STEEL STRUCTUR	PD EVIDENCE BUILDING 50% BALANCE	CAPITAL EXPENDITURES	21,381.60
161879	ACAIN, KAYOKO	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161880	ACOSTA, JESSE	INTERPRETER SERVICES	COURTS	133.54
	ACOSTA, JESSE		COURTS	133.54
161881	ALAN DILLAN & MICHAEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	500.37
161882	ALEXANDER PRINTING	BUSINESS CARDS	COMMUNITY	129.31
161883	ALL BATTERY SALES &	BATTERY CHARGER, DELIVERY FEE	ER&R	136.71
	ALL BATTERY SALES &	HEAD LAMP, ALL SEASON MIX	ER&R	246.63
	ALL BATTERY SALES &	CONNECTORS, WIRE, CABLES	EQUIPMENT RENTAL	937.48
161884	ALL CLEAR ASBESTOS	DEMO SURVEY	GMA-PARKS	800.00
161885	AMAZON CAPITAL	WHITE BOARD DRY ERASE	GENERAL	75.48
	AMAZON CAPITAL	OFFICE SUPPLIES	EQUIPMENT RENTAL	122.36
	AMAZON CAPITAL		GENERAL	132.70
	AMAZON CAPITAL	MISC OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	177.11
	AMAZON CAPITAL	WIRE CONNECTORS	METER READING	1,092.48
161886	ANDES LAND SURVEY	LAND SURVEY TRACT	STORM DRAINAGE	2,587.50
161887	APSCO, INC.	51ST LS PUMP #3 REBUILD PARTS	SEWER LIFT STATION	3,698.04
161888	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	5.94
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.09
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.19
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.19
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.19
	ARAMARK UNIFORM		SMALL ENGINE SHOP	7.29
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.69
	ARAMARK UNIFORM		EQUIPMENT RENTAL	73.62
	ARAMARK UNIFORM		EQUIPMENT RENTAL	73.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	75.04
	ARAMARK UNIFORM		EQUIPMENT RENTAL	79.19
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	238.83
161889	ARG INDUSTRIAL	SWIVEL WASHER	WATER DIST MAINS	43.65
	ARG INDUSTRIAL	FIRE HOSE ASSEMBLY/REPAIR	WATER DIST MAINS	916.54
	ARG INDUSTRIAL	FIRE HOSE, NOZZLE	STREET CLEANING	1,858.95
161890	BADER-KLEIN, SUZANNE	UTILITY TAX REBATES	NON-DEPARTMENTAL	43.16
161891	BANK OF AMERICA	POSTAGE	GMA - STREET	11.45
	BANK OF AMERICA		COMMUNITY	57.61

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 3/29/2023 TO 3/29/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
161891	BANK OF AMERICA	POSTAGE	COMMUNITY	716.78
161892	BANK OF AMERICA	ADVERTISING	PERSONNEL ADMINISTRATION	269.30
161893	BANK OF AMERICA	REGISTRATIONS	COMMUNITY	1,698.00
161894	BARNHART, HEATHER	REFUND - RENTAL OF OPERA HOUSE	GENERAL FUND	500.00
161895	BATTUELLO, TERRIE	RIVERWALK DEVELOPER MEETING	EXECUTIVE ADMIN	31.56
161896	BERRYWOODS	BEAUTIFICATION GRANT BERRYWOOD	PROTECTIVE INSPECTIONS	7,500.00
161897	BICKFORD FORD	SEAL INSTALL KIT	EQUIPMENT RENTAL	36.10
	BICKFORD FORD	ROTOR ASY	ER&R	49.22
	BICKFORD FORD	BRAKE PADS, DOOR GASKET, SEAL	EQUIPMENT RENTAL	94.28
	BICKFORD FORD	BRAKE PADS, GASKET ASY, HUB SEAL	EQUIPMENT RENTAL	103.39
	BICKFORD FORD	TIRE PRESSURE MONITOR SENSOR	EQUIPMENT RENTAL	110.69
	BICKFORD FORD		EQUIPMENT RENTAL	110.69
	BICKFORD FORD	SPARK PLUG, GASKET, PUMP/SEAL ASY	EQUIPMENT RENTAL	299.77
	BICKFORD FORD	COIL ASY	EQUIPMENT RENTAL	438.48
	BICKFORD FORD	BRAKE KIT AND PAD, ROTOR ASSEMBLY	ER&R	1,260.97
161898	BILLING DOCUMENT SPE	BILL PRINTING SERVICE - 3/10 TO 3/16	UTILITY BILLING	3,294.07
161899	BLACK, KATHLEEN	FOOT CARE APPOINTMENT	PARKS-RECREATION	35.00
161900	BRADLEY, FAE	UTILITY TAX REBATES	NON-DEPARTMENTAL	42.74
	BRADLEY, FAE		UTIL ADMIN	60.05
	BRADLEY, FAE		UTIL ADMIN	284.73
161901	BRAKE AND CLUTCH	CREDIT FOR INV #116505	ER&R	-1,237.93
	BRAKE AND CLUTCH	COMMERCIAL TRUCK YOKE PULLER	EQUIPMENT RENTAL	546.99
	BRAKE AND CLUTCH	BRAKE DRUM, RELINE SHOE	EQUIPMENT RENTAL	653.27
	BRAKE AND CLUTCH	PURGE VALVE KITS	ER&R	928.45
	BRAKE AND CLUTCH		ER&R	1,237.93
161902	BUHR, M.E.	UTILITY TAX REBATES	NON-DEPARTMENTAL	54.90
161903	BUJOR, ANA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161904	BUMA, VAL	UTILITY TAX REBATES	NON-DEPARTMENTAL	38.94
161905	CAMPBELL, BARBARA		NON-DEPARTMENTAL	55.22
161906	CANTWELL, JUSTINE	REFUND - MOM/ME DANCE	PARKS-RECREATION	8.00
161907	CAPITAL INDUSTRIES	1-6 YARD CATHEDRALS	SOLID WASTE OPERATIONS	2,209.88
	CAPITAL INDUSTRIES	2-6 YARD CATHEDRALS	SOLID WASTE OPERATIONS	3,785.24
	CAPITAL INDUSTRIES	6-6 YARD CATHEDRALS	SOLID WASTE OPERATIONS	11,355.72
	CAPITAL INDUSTRIES	7-6 YARD CATHEDRALS	SOLID WASTE OPERATIONS	13,248.34
161908	CARNLEY, DONNA	UTILITY TAX REBATES	NON-DEPARTMENTAL	30.44
	CARNLEY, DONNA		UTIL ADMIN	60.05
	CARNLEY, DONNA		UTIL ADMIN	284.73
161909	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,759.38
161910	CASCADIA CONSULTING	CLIMATE VULNERABILITY ASSESSMENT	COMMUNITY	27,717.50
161911	CATHOLIC COMMUNITY	CCS - CHORE SERVICES FEB 23	COMMUNITY	467.78
161912	CENTRAL WELDING SUPP	GAS FOR WELDER	SEWER MAIN COLLECTION	43.25
	CENTRAL WELDING SUPP		STORM DRAINAGE	43.25
	CENTRAL WELDING SUPP	CARBON DIOXIDE, HAZMAT CHARGE	WATER/SEWER OPERATION	92.94
	CENTRAL WELDING SUPP	MISC GLOVES/SUPPLIES	WASTE WATER TREATMENT	153.05
	CENTRAL WELDING SUPP	GLOVES, SUPPLIES	WASTE WATER TREATMENT	550.98
161913	CHACON, JAIME	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161914	CHAMBERLAIN, CASSANDRA	UTILITY TAX REBATES	NON-DEPARTMENTAL	51.81
161915	CHAMPION BOLT	CAP SCREW, SLIP LOCK WASHER	EQUIPMENT RENTAL	76.07
161916	CHURCH, IMELDA	SOCCER	PARKS-RECREATION	75.00
161917	COASTAL FARM & HOME	EXCHANGE WORK BOOTS	PURCHASING/CENTRAL	-175.99
	COASTAL FARM & HOME	MISC TUBING, GREASE, CLAMP, ETC	SEWER MAIN COLLECTION	76.15

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161917	COASTAL FARM & HOME	WORK BOOTS	PURCHASING/CENTRAL	175.99
	COASTAL FARM & HOME	UNIFORM - HERZOG	DEVELOPMENT SERVICES	297.54
	COASTAL FARM & HOME	UNIFORM - WATSON	DEVELOPMENT SERVICES	341.23
	COASTAL FARM & HOME	UNIFORM - STAIR	UTIL ADMIN	345.66
	COASTAL FARM & HOME	UNIFORM - BROWN	GENERAL	368.32
161918	COLLINSON, GLENN L.	UTILITY TAX REBATES	NON-DEPARTMENTAL	102.87
161919	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.33
161920	COMER, LOLA	UTILITY TAX REBATES	NON-DEPARTMENTAL	73.19
161921	COMMERCIAL FIRE	AMERAX B500TC 5LB ABC CHROME	ER&R	1,028.71
161922	CONSOLIDATED SUPPLY	PVC ECCENTRIC REDUCER	STORM DRAINAGE	420.73
161923	CORE & MAIN LP	O-RINGS	HYDRANTS	11.69
161924	CORE INFRASTRUCTURE	HYDRANT METER DEPOSIT/FEES	WATER-UTILITIES/ENVIRONMN	-100.00
	CORE INFRASTRUCTURE		WATER/SEWER OPERATION	1,150.00
161925	CUMMINS NORTHWEST	BATTERY REPLACEMENT, SERVICE	PUMPING PLANT	380.37
	CUMMINS NORTHWEST	BATTERY, FUEL PUMP TRANSFER REPAIR	PUMPING PLANT	1,318.30
161926	CUZ CONCRETE PROD	MANHOLE RUBBER ROLL PRO-STICK, ROLL	WATER DIST MAINS	169.42
161927	DAHLMAN PUMP	PRESSURE TANK, VALVE SERVICE	WASTE WATER TREATMENT	1,338.66
161928	DAVIS DOOR	WW MAINT BLDG GARAGE DOOR REPAIR	WASTE WATER TREATMENT	954.52
161929	DAVISON, CAILYN	REFUND - WOMEN'S EXPO/ROTARY RANCH	PARKS-RECREATION	100.00
161930	DELL	LAPTOPS	IS REPLACEMENT ACCOUNTS	805.98
	DELL		UTIL ADMIN	1,895.00
	DELL		STORM DRAINAGE	3,995.00
161931	DETROIT INDUSTRIAL T	METAL MANIAC, FREIGHT	WATER DIST MAINS	199.69
161932	DICKS TOWING	TOWING - 64570D	EQUIPMENT RENTAL	77.54
161933	DITCH WITCH WEST	ASSEMBLY, FREIGHT	UTILITY LOCATING	59.04
161934	DK SYSTEMS, INC.	LABOR, HOT SURFACE IGNITER	MAINTENANCE	637.43
161935	DMH INDUSTRIAL	AC REBUILD, HYDROSTAT SUB-PUMP	SEWER LIFT STATION	1,556.18
161936	DOBBS PETERBILT	VALVE RELAY	EQUIPMENT RENTAL	126.45
	DOBBS PETERBILT	GASKET, PUMP AS	ER&R	170.85
	DOBBS PETERBILT	HEADLAMP ROUND LED WHEELER	ER&R	173.04
	DOBBS PETERBILT	ISOLATOR NOISE, GASKET VALVE COVER	EQUIPMENT RENTAL	310.08
	DOBBS PETERBILT	HEADLAMP LED WHEELER	ER&R	346.07
	DOBBS PETERBILT	THROTTLE PEDAL, HEADLAMP	ER&R	704.89
	DOBBS PETERBILT	DIAGNOSTIC, INSPECTION, REPAIR	EQUIPMENT RENTAL	1,448.39
161937	DUPRE, ROBERTA	UTILITY TAX REBATES	NON-DEPARTMENTAL	38.89
	DUPRE, ROBERTA		UTIL ADMIN	60.05
	DUPRE, ROBERTA		UTIL ADMIN	284.73
161938	E&E LUMBER	RETURNED TARP	PARK & RECREATION FAC	-72.43
	E&E LUMBER	TWISTED MASON LINE	PARK & RECREATION FAC	11.54
	E&E LUMBER	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	16.34
	E&E LUMBER	SCREW BOLT	ROADSIDE VEGETATION	21.32
	E&E LUMBER	BRUSHES, SCRUBBER, BUCKET	SOLID WASTE OPERATIONS	27.68
	E&E LUMBER	KEYS, SHELF	PARK & RECREATION FAC	30.44
	E&E LUMBER	SPIKES	PARK & RECREATION FAC	36.63
	E&E LUMBER	TAPE RULE	WATER QUAL TREATMENT	39.89
	E&E LUMBER	LEAK SEALER	EQUIPMENT RENTAL	41.55
	E&E LUMBER	PLYWOOD	FACILITY REPLACEMENT	42.01
	E&E LUMBER	GRAFFITI SUPPLIES	ROADSIDE VEGETATION	46.70
	E&E LUMBER	PRIMER, WET SET CEMENT	STORM DRAINAGE	46.70
	E&E LUMBER	BOLT LATCH, DOOR PULL, TREATED WOOD	ROADWAY MAINTENANCE	67.54
	E&E LUMBER	FASTENERS	CIVIC CENTER	74.42

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161938	E&E LUMBER	TIE STRAPS, STAR ALL PURPOSE	ROADSIDE VEGETATION	75.37
	E&E LUMBER	FAUCET	FACILITY REPLACEMENT	77.68
	E&E LUMBER	J-HOOK RATCHET	PARK & RECREATION FAC	84.00
	E&E LUMBER	ADAPTERS, CEMENT, TEE, PIPE	FACILITY REPLACEMENT	98.48
	E&E LUMBER	STRETCH FILM, CLR POLY FILM	SIDEWALK MAINTENANCE	205.80
	E&E LUMBER	BRACKETS, SOCKETS	UTIL ADMIN	254.23
161939	EAGLE FENCE	CHAIN FENCE INSTALLATION	SOLID WASTE OPERATIONS	2,614.70
	EAGLE FENCE		UTIL ADMIN	3,000.00
	EAGLE FENCE		MAINT OF GENL PLANT	3,000.00
	EAGLE FENCE	CHAIN LINK FENCE	ROADSIDE VEGETATION	3,008.50
161940	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	324.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	324.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	1,432.00
161941	ELDER, JOANNA	REFUND - MOM/ME DANCE	PARKS-RECREATION	8.00
161942	ELVROM, NICOLAS	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
161943	EMERALD SERVICES INC	WASTE OIL DISPOSAL FEE	EQUIPMENT RENTAL	192.04
161944	ENGEN, JUDY	UTILITY TAX REBATES	NON-DEPARTMENTAL	45.91
161945	ENTERPRISE FM TRUST	MARCH LEASE #V064, V066, V065	EQUIPMENT RENTAL	1,788.29
161946	ESPRESSO CONNECTION	WELLNESS SURVEY COFFEE	MEDICAL CLAIMS	310.86
161947	EVERETT STEEL CO	STEEL FOR LID PULLERS	SEWER MAIN COLLECTION	70.99
	EVERETT STEEL CO		STORM DRAINAGE	70.99
	EVERETT STEEL CO	ALUM FLAT/PIPE	EQUIPMENT RENTAL	153.86
161948	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	1,919.70
161949	EWING IRRIGATION	ROOT BARRIER AND CASORON	ROADSIDE VEGETATION	3,180.02
161950	FERRARO, TABITHA	ALLOTTED MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	14.64
161951	FIGUEROA, MELISSA	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
161952	FIRE PROTECTION INC	FIRE ALARM MONITORING - GOLF	MAINTENANCE	262.56
161953	FIRESTONE	TIRES-CARRY OUT	EQUIPMENT RENTAL	530.74
	FIRESTONE	TIRES	EQUIPMENT RENTAL	576.12
	FIRESTONE		EQUIPMENT RENTAL	627.06
161954	FISHER, CONNIE	UTILITY TAX REBATES	NON-DEPARTMENTAL	24.15
	FISHER, CONNIE		UTIL ADMIN	60.05
	FISHER, CONNIE		UTIL ADMIN	284.73
161955	FITZPATRICK, STEVEN		UTIL ADMIN	60.05
	FITZPATRICK, STEVEN		NON-DEPARTMENTAL	72.59
	FITZPATRICK, STEVEN		UTIL ADMIN	284.73
161956	FLORES, RICARDO		NON-DEPARTMENTAL	32.06
161957	FRANZEN, JEFF	AXON CONFERENCE APRIL 2023	POLICE TRAINING-FIREARMS	313.50

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161958	FRED MEYER	UNIFORM - KING	UTIL ADMIN	159.67
161959	GEMMER, CELESTE	UTILITY TAX REBATES	NON-DEPARTMENTAL	35.87
161960	GLASS FIX LLC	REPLACED CRACKED WINDSHIELD #H009	EQUIPMENT RENTAL	273.50
	GLASS FIX LLC	REPLACED CRACKED WINDSHIELD #V018	EQUIPMENT RENTAL	399.31
	GLASS FIX LLC	REPLACED CRACKED WINDSHIELD #V432.13	EQUIPMENT RENTAL	432.13
	GLASS FIX LLC	REPLACED CRACKED WINDSHIELD #P201	EQUIPMENT RENTAL	565.59
161961	GOBLE SAMPSON ASSOC	WATER/SEWER SUPPLIES	SOURCE OF SUPPLY	1,982.09
161962	GOVERNMENTJOBS.COM	ANNUAL SUBSCRIPTION 03/23/23-03/22/24	PERSONNEL ADMINISTRATION	364.91
161963	GRAINGER	STRAIGHT FLUTE TAP	STORM DRAINAGE	34.36
	GRAINGER		SEWER MAIN COLLECTION	34.36
	GRAINGER	STANDARD U-BOLT W/MOUNTING PLATES	WASTE WATER TREATMENT	65.65
	GRAINGER	BOLTS	STORM DRAINAGE	68.07
	GRAINGER		SEWER MAIN COLLECTION	68.07
	GRAINGER	SQUARE U-BOLT	WASTE WATER TREATMENT	74.77
	GRAINGER	SLIM JAW WRENCH	WATER QUAL TREATMENT	91.83
	GRAINGER	STEEL FIX MASTER	WASTE WATER TREATMENT	128.28
	GRAINGER	BLOCK HEATER	SEWER LIFT STATION	212.54
161964	GRAY AND OSBORNE	SERVICE PROVIDED THROUGH 2/258/23	SURFACE WATER CAPITAL	3,239.06
	GRAY AND OSBORNE	SERVICE PROVIDED THROUGH 1/28/23	SURFACE WATER CAPITAL	4,614.36
	GRAY AND OSBORNE	SERVICE PROVIDED THROUGH 12/31/22	SURFACE WATER CAPITAL	11,689.17
161965	GREENSHIELDS INDS	SPANNER WRENCH AND STRAP	PARK & RECREATION FAC	98.09
161966	GROSSGLASS, RONALD	UTILITY TAX REBATES	UTIL ADMIN	60.05
	GROSSGLASS, RONALD		NON-DEPARTMENTAL	102.60
	GROSSGLASS, RONALD		UTIL ADMIN	284.73
161967	GUILES, LAURA	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161968	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	110.55
	GUNDERSON, JARL		POLICE ADMINISTRATION	111.80
	GUNDERSON, JARL		POLICE ADMINISTRATION	329.80
	GUNDERSON, JARL		POLICE ADMINISTRATION	335.00
161969	HARBOR FREIGHT TOOLS	PORTABLE STORAGE	WATER DIST MAINS	37.17
161970	HAZEN, LINDA	UTILITY TAX REBATES	NON-DEPARTMENTAL	51.42
161971	HD FOWLER COMPANY	MARKING PAINT	ER&R	21.09
	HD FOWLER COMPANY	PSI GAUGE LIQUID FILLED	WATER DIST MAINS	128.07
	HD FOWLER COMPANY	IRRIGATION SUPPLIES FOR EBAY	PARK & RECREATION FAC	340.43
	HD FOWLER COMPANY	MARKING PAINT	ER&R	378.62
	HD FOWLER COMPANY	PVC UNION BALL VALVE, ADAPTERS	PARK & RECREATION FAC	545.28
	HD FOWLER COMPANY	MARKING FLAGS	ER&R	699.60
	HD FOWLER COMPANY	FLANGED ANGLED KEY VALVE	WATER/SEWER OPERATION	1,599.19
	HD FOWLER COMPANY	ANGLE CHECK VALVES, COUPLING	WATER/SEWER OPERATION	7,930.32
161972	HENLEY, LAURA	INSTRUCTOR SERVICE	RECREATION SERVICES	1,893.60
161973	HERC RENTALS INC	TRACTOR LOADER, BLADE RENTAL	PARK & RECREATION FAC	975.09
	HERC RENTALS INC	BOOM RENTAL	PARK & RECREATION FAC	1,000.00
	HERC RENTALS INC		ROADSIDE VEGETATION	1,400.24
161974	HOMAGE SENIOR	CDBG - MINOR HOME REPAIRS	COMMUNITY	2,027.30
161975	HOME DEPOT USA	SHOVEL	CUSTODIAL SERVICES	36.07
	HOME DEPOT USA	RESTROOM SCREENS	CUSTODIAL SERVICES	166.42
161976	HOPKINS, HEATHER	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161977	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25

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161977	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	146.25
161978	ICONIX WATERWORKS	CURB STOP FLIP, COUPLING, ADAPTERS	WATER/SEWER OPERATION	2,660.43
	ICONIX WATERWORKS	SOFT COPER COIL	WATER/SEWER OPERATION	3,682.40
	ICONIX WATERWORKS	MISC. SETTER NL	WATER/SEWER OPERATION	7,739.54
161979	INTERSTATE BATTERY	BATTERIES	ER&R	664.06
161980	J & B TOOLS, LLC	PIN PUNCH SET	TRANSPORTATION	56.87
161981	JOHNSTON, ROSS	ALLOTTED MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	56.46
161982	JURASIN, SHARON	UTILITY TAX REBATES	NON-DEPARTMENTAL	43.89
161983	KAISER PERMANENTE	MEDICAL SERVICES	COMPUTER SERVICES	61.00
	KAISER PERMANENTE		STORM DRAINAGE	61.00
	KAISER PERMANENTE		FINANCE-GENL	118.00
	KAISER PERMANENTE		CUSTODIAL SERVICES	179.00
	KAISER PERMANENTE		ENGR-GENL	236.00
	KAISER PERMANENTE		EXECUTIVE ADMIN	297.00
161984	KAR GOR INC	LDX CONTROLLER, SOFTWARE	TRANSPORTATION	10,207.21
161985	KARPEL SOLUTIONS	PBK SOFTWARE LICENSES	LEGAL - PROSECUTION	12,307.50
161986	KBA, INC	SERVICE PROVIDED THROUGH 2/28/23	GMA - STREET	23,988.67
161987	KENDALL CHEVROLET	NUT #P151	EQUIPMENT RENTAL	19.43
	KENDALL CHEVROLET	RODS FOR HOOD #P158	EQUIPMENT RENTAL	174.36
	KENDALL CHEVROLET	SHAFT, SWAY BAR #P151	EQUIPMENT RENTAL	507.00
	KENDALL CHEVROLET	PAD KIT, MOUNT, STARTER	ER&R	545.84
	KENDALL CHEVROLET	FRONT BRAKE PADS/ROTORS	EQUIPMENT RENTAL	657.96
	KENDALL CHEVROLET	PARTS/ SUPPLIES #P151	EQUIPMENT RENTAL	1,534.07
161988	KINDRED, BRENDA	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161989	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	155.55
161990	LABOR & INDUSTRIES	ELEVATOR PERMIT FOR CIVIC CENTER	FACILITY MAINTENANCE	118.53
161991	LACOURSIERE, JEANETT	PICKLEBALL CAMP	PARKS-RECREATION	110.00
161992	LARSON, DANNIELLE	REFUND - BALLETTAP	PARKS-RECREATION	12.00
161993	LASTING IMPRESSIONS	WINTER COATS FOR CREW	PARK & RECREATION FAC	900.96
161994	LAYTON TREE CONSULT	ARBORIST SERVICE	PARK & RECREATION FAC	1,286.25
161995	LES SCHWAB TIRE CTR	REPAIR OF DRIVE AXLE TIRE	EQUIPMENT RENTAL	35.01
	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRE	ER&R	230.40
	LES SCHWAB TIRE CTR	CAP DRIVE AXLE TIRE	ER&R	720.73
	LES SCHWAB TIRE CTR		ER&R	951.13
161996	LEW, ROBERT	UTILITY TAX REBATES	NON-DEPARTMENTAL	5.98
161997	LISOVAYA, LARISA	REFUND - BASKETBALL CAMP	PARKS-RECREATION	95.00
161998	LOCANTORE, JOHN	UTILITY TAX REBATES	UTIL ADMIN	1.83
	LOCANTORE, JOHN		NON-DEPARTMENTAL	218.88
161999	MARTIN, JOIE		NON-DEPARTMENTAL	84.29
162000	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	25.08
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	198.75
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	256.92
162001	MCGUINN, JULEE	UTILITY TAX REBATES	NON-DEPARTMENTAL	21.31
162002	MCKEE, CASSIE	REFUND - BALLETTAP	PARKS-RECREATION	12.00
	MCKEE, CASSIE		PARKS-RECREATION	12.00
162003	MISQUEZ, SALLY	UTILITY TAX REBATES	NON-DEPARTMENTAL	98.40
162004	MORGAN, TAMILA	OUTDOOR SPEAKER	OPERA HOUSE	100.00
162005	MOTOR TRUCKS	COOLANT	SOLID WASTE OPERATIONS	153.47
	MOTOR TRUCKS	SPICER, U-JOINT	EQUIPMENT RENTAL	167.03
	MOTOR TRUCKS	SLACK ADJUSTER	EQUIPMENT RENTAL	281.32
	MOTOR TRUCKS	RECTANGULAR LED LIGHT	ER&R	295.35



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162005	MOTOR TRUCKS	FILTER, OIL	ER&R	375.55
	MOTOR TRUCKS	RECTANGULAR LED LIGHT	ER&R	590.70
	MOTOR TRUCKS	HOSE ASSEMBLY	ER&R	761.16
	MOTOR TRUCKS	COOLANT, FUEL/WATER SEPARATOR	ER&R	1,405.10
162006	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	494.70
162007	MOUNTAIN CONTAINER	SUPPLIES/BASIC ELECTRICAL PACKAGE	STORM DRAINAGE	3,251.91
	MOUNTAIN CONTAINER		SEWER MAIN COLLECTION	3,251.92
162008	MULLEN, CAIGE	REFUND - BALLETTAP	PARKS-RECREATION	12.00
162009	NAPA AUTO PARTS	OIL FILTER	SMALL ENGINE SHOP	26.29
	NAPA AUTO PARTS	TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	40.99
	NAPA AUTO PARTS	OIL SEAL	EQUIPMENT RENTAL	45.35
	NAPA AUTO PARTS	OIL/AIR FILTER	SMALL ENGINE SHOP	47.84
	NAPA AUTO PARTS		SMALL ENGINE SHOP	54.07
	NAPA AUTO PARTS	BUTANE FUEL	ER&R	66.52
	NAPA AUTO PARTS	MULTILAYERED OZZY MAT	SMALL ENGINE SHOP	138.97
	NAPA AUTO PARTS	FLEET GUARD-BREATHER ELEMENT	EQUIPMENT RENTAL	165.61
	NAPA AUTO PARTS	BLOWER MOTOR, ELEC CONNECTOR	EQUIPMENT RENTAL	193.04
	NAPA AUTO PARTS	BRAKE ROTOR	EQUIPMENT RENTAL	223.26
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,311.92
162010	NATIONAL BARRICADE	"DELIVERIES" SIGNS	UTIL ADMIN	305.48
162011	NORTH SOUND HOSE	REDUCER BUSHING	SEWER MAIN COLLECTION	5.37
	NORTH SOUND HOSE		STORM DRAINAGE	5.38
162012	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	336.00
	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	588.00
162013	NORTHWEST HYDRAULIC	STORMWATER ACTION PLAN	STORM DRAINAGE	2,643.75
162014	NORTHWESTERN AUTO	REPAIR #P165 DAMAGE	EQUIPMENT RENTAL	13,814.04
162015	NW SEWER & DRAIN	TV SEWER INSPECTION	SEWER SERV MAINT	492.30
162016	ODARCHUK, MARIA	UTILITY TAX REBATES	NON-DEPARTMENTAL	82.09
162017	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	305.61
162018	OLSEN, SARAH	REFUND - BALLETTAP	PARKS-RECREATION	12.00
162019	OLSON BROS LLC, THE	PERFORMANCE	OPERA HOUSE	2,000.00
162020	OREILLY AUTO PARTS	TBI GASKET	EQUIPMENT RENTAL	6.76
	OREILLY AUTO PARTS	GASKET	EQUIPMENT RENTAL	20.99
	OREILLY AUTO PARTS		EQUIPMENT RENTAL	25.70
	OREILLY AUTO PARTS	VAPOR CANISTER, FUEL CAP	EQUIPMENT RENTAL	68.35
	OREILLY AUTO PARTS	AIR CONTROL VALVE	EQUIPMENT RENTAL	70.26
	OREILLY AUTO PARTS	BLOWER MOTOR, RESISTOR	EQUIPMENT RENTAL	74.87
	OREILLY AUTO PARTS	MICRO-V BELT	EQUIPMENT RENTAL	85.89
	OREILLY AUTO PARTS	SWAY BAR END LINKS	EQUIPMENT RENTAL	93.26
	OREILLY AUTO PARTS	WATER PUMP, THERMOSTAT KIT, HOSE, BELTS	EQUIPMENT RENTAL	124.30
	OREILLY AUTO PARTS	CAPSULE	EQUIPMENT RENTAL	157.95
	OREILLY AUTO PARTS	ALTERNATOR, CORE CHARGE	EQUIPMENT RENTAL	246.82
	OREILLY AUTO PARTS	AIR FILTERS	ER&R	288.07
	OREILLY AUTO PARTS	BATTERY JUMP BOX	GENERAL	355.54
162021	ORTIZ, MAYRA	REFUND - BALLETTAP	PARKS-RECREATION	12.00
162022	OSTERGAARD, ERIK		PARKS-RECREATION	12.00
162023	PACIFIC POWER BATTER	DURACELL SILVER OXIDE	WATER DIST MAINS	59.60
162024	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	49.40
	PACIFIC TOPSOILS	CHIP DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	71.90
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	74.10
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	74.10

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162024	PACIFIC TOPSOILS	DUMP CLEAN GREEN, FUEL SURCHARGE	ROADSIDE VEGETATION	74.10
	PACIFIC TOPSOILS	DUMP WOOD CHIPS	ROADSIDE VEGETATION	74.10
	PACIFIC TOPSOILS	CHIP DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	94.80
	PACIFIC TOPSOILS	BRUSH DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	142.20
	PACIFIC TOPSOILS	CHIP DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	142.20
	PACIFIC TOPSOILS	BRUSH DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	189.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS	CHIP DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	237.00
	PACIFIC TOPSOILS	BRUSH DUMP, FUEL SURCHARGE	ROADSIDE VEGETATION	247.00
162025	PACWEST MACHINERY	BELT BLOWER, FREIGHT	EQUIPMENT RENTAL	703.42
	PACWEST MACHINERY	PUH CURTAIN BOX, DUO SKID	EQUIPMENT RENTAL	4,924.36
162026	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	896.35
	PALAMERICAN SECURITY		MUNICIPAL COURTS	2,689.05
162027	PAPE MACHINERY	2 FILTER ELEM	ER&R	128.50
	PAPE MACHINERY	DIAGNOSE ENGINE, SERVICE SUPPLIES	STORM DRAINAGE	4,515.58
162028	PAPE MACHINERY	WINDOWPANES, FREIGHT	EQUIPMENT RENTAL	479.82
162029	PEACE OF MIND	PLANNING COMMISSION MINUTE TAKER	COMMUNITY	144.00
162030	PERKINS, SAVANNAH	REFUND - MOM/ME DANCE	PARKS-RECREATION	8.00
162031	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	71.25
	PGC INTERBAY LLC		MAINTENANCE	74.43
	PGC INTERBAY LLC		MAINTENANCE	90.00
	PGC INTERBAY LLC		MAINTENANCE	138.22
	PGC INTERBAY LLC		PRO-SHOP	225.92
	PGC INTERBAY LLC		MAINTENANCE	238.78
	PGC INTERBAY LLC		MAINTENANCE	466.96
	PGC INTERBAY LLC		PRO-SHOP	567.71
	PGC INTERBAY LLC		PRO-SHOP	1,060.00
	PGC INTERBAY LLC		MAINTENANCE	1,316.97
	PGC INTERBAY LLC		MAINTENANCE	2,449.15
	PGC INTERBAY LLC		MAINTENANCE	5,520.01
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	9,290.86
	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF COURSE	10,781.37
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	MAINTENANCE	13,364.30
162032	POTTER, BRENT	TEST FEE WDM2 PSI/ABC	WATER DIST MAINS	208.00
162033	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
162034	POTTS, JASON	ALLOTTED MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	75.76
162035	PUD	ACCT #205136245	SEWER LIFT STATION	16.96
	PUD	ACCT #202461034	UTIL ADMIN	24.00
	PUD	ACCT #220681340	STORM DRAINAGE	27.61
	PUD	ACCT #202476438	SEWER LIFT STATION	32.65
	PUD	ACCT #201065281	PARK & RECREATION FAC	32.68
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	37.64
	PUD	ACCT #201668043	PARK & RECREATION FAC	37.71
	PUD	ACCT #202794657	TRANSPORTATION	42.70
	PUD	ACCT #203199732	TRANSPORTATION	55.72
	PUD	ACCT #200827277	TRANSPORTATION	56.45
	PUD	ACCT #223514563	TRANSPORTATION	60.04

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162035	PUD	ACCT #202368544	TRANSPORTATION	62.78
	PUD	ACCT #202288585	TRANSPORTATION	63.61
	PUD	ACCT #202694337	TRANSPORTATION	63.72
	PUD	ACCT #200571842	TRANSPORTATION	64.04
	PUD	ACCT #203430897	STREET LIGHTING	66.56
	PUD	ACCT #220792733	STREET LIGHTING	66.64
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	72.07
	PUD	ACCT #202143111	TRANSPORTATION	74.26
	PUD	ACCT #202557450	STREET LIGHTING	91.41
	PUD	ACCT #200084036	TRANSPORTATION	94.33
	PUD	ACCT #202524690	PUMPING PLANT	98.93
	PUD	ACCT # 222772634	TRANSPORTATION	99.31
	PUD	ACCT #203231006	TRANSPORTATION	104.70
	PUD	ACCT #202011813	PUMPING PLANT	118.86
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	124.39
	PUD	ACCT #202463543	SEWER LIFT STATION	125.46
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	141.87
	PUD	ACCT #220761803	OPERA HOUSE	142.43
	PUD	ACCT #202368551	PARK & RECREATION FAC	159.42
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	166.54
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	175.89
	PUD	ACCT #203223458	PARK & RECREATION FAC	199.52
	PUD	ACCT #222025900	PUMPING PLANT	214.05
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	246.82
	PUD	ACCT #202000329	PARK & RECREATION FAC	262.20
	PUD	ACCT #220761175	OPERA HOUSE	277.59
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	278.19
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	289.91
	PUD	ACCT #200070449	TRANSPORTATION	292.78
	PUD	ACCT #201247699	STREET LIGHTING	302.44
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	319.35
	PUD	ACCT #201021607	PARK & RECREATION FAC	422.00
	PUD	ACCT #200625382	SEWER LIFT STATION	514.16
	PUD	ACCT #201021698	PARK & RECREATION FAC	682.46
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,225.55
162036	PUGET SOUND SECURITY	DUPLICATE KEYS	PARK & RECREATION FAC	58.36
	PUGET SOUND SECURITY	CYLINDER COMBINATION CHANGE	FACILITY MAINTENANCE	98.46
162037	QUIROZ, DIAZ IRIZ	REFUND - DANCE	PARKS-RECREATION	8.00
162038	R&R PRODUCTS INC	ADJUSTERS, FREIGHT CHARGES	SMALL ENGINE SHOP	172.58
162039	REGIONAL DISPOSAL	STREET SWEEPING	STORM DRAINAGE	20,809.74
162040	RH2 ENGINEERING INC	SERVICE THROUGH 2/26/23	SEWER CAPITAL PROJECTS	9,082.01
162041	RUSSELL, KENDRA	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162042	SAFEWAY INC.	SENIOR SWEETHEART DANCE SUPPLIES	COMMUNITY EVENTS	20.42
	SAFEWAY INC.		OPERA HOUSE	117.12
162043	SANDOVAL, LESLEY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162044	SANNEMAN, HEATHER	REFUND - MOM/ME DANCE	PARKS-RECREATION	8.00
162045	SANTOS, ALYSSA		PARKS-RECREATION	8.00
162046	SCCFOA	ANNUAL DUES - STEPHANIE JANSSEN	UTILITY BILLING	30.00
162047	SCHMIDT, JENNIFER	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162048	SCOTT, ALLEN	ALLOTTED MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	14.97
162049	SECURITY CONTRACTOR	FINANCE CHARGES	GMA-PARKS	140.48

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162049	SECURITY CONTRACTOR	COMFORT PARK FENCING	GMA-PARKS	213.34
	SECURITY CONTRACTOR		GMA-PARKS	328.20
	SECURITY CONTRACTOR		GMA-PARKS	607.18
	SECURITY CONTRACTOR		GMA-PARKS	615.93
	SECURITY CONTRACTOR		GMA-PARKS	722.04
162050	SEVERSON, KRISTI	UTILITY TAX REBATES	NON-DEPARTMENTAL	62.61
162051	SHERWIN WILLIAMS	PAINT SUPPLIES	FACILITY REPLACEMENT	95.76
	SHERWIN WILLIAMS	PAINTING SUPPLIES	UTIL ADMIN	100.02
	SHERWIN WILLIAMS		PARK & RECREATION FAC	192.16
162052	SISKUN POWER EQUIPME	AIR CLEANER, SWITCH STOPS	SMALL ENGINE SHOP	68.41
	SISKUN POWER EQUIPME	DIAPHRAGM, NEOPRENE	SMALL ENGINE SHOP	894.14
162053	SIX ROBBLEES INC	ZINC WEIGHT	EQUIPMENT RENTAL	47.99
	SIX ROBBLEES INC	WELD-ON SWIVEL JACK TOP WIND	EQUIPMENT RENTAL	103.65
	SIX ROBBLEES INC	BRACKET, SOCKET, SAFETY PIN, CHAIN	ER&R	186.48
162054	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	456.07
162055	SOLID WASTE SYSTEMS	LATCHES	ER&R	210.24
	SOLID WASTE SYSTEMS	VALVE MAC-ASSEMBLY	ER&R	1,346.22
	SOLID WASTE SYSTEMS	PROVIDE/INSTALL CONTROLS #J067	SOLID WASTE OPERATIONS	4,257.00
	SOLID WASTE SYSTEMS	PROVIDE/INSTALL CONTROLS #J068	SOLID WASTE OPERATIONS	4,257.00
162056	SONITROL	MONITORING CITY FACILITIES - JAN 2023	COURT FACILITIES	47.50
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	COURT FACILITIES	72.50
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	COURT FACILITIES	72.50
	SONITROL	MICROPROX PATCH	PARK & RECREATION FAC	108.31
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	NON-DEPARTMENTAL	134.00
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	NON-DEPARTMENTAL	134.00
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	NON-DEPARTMENTAL	134.00
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	UTIL ADMIN	144.56
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	UTIL ADMIN	144.56
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	UTIL ADMIN	144.56
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	SUNNYSIDE FILTRATION	239.00
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	SUNNYSIDE FILTRATION	239.00
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	SUNNYSIDE FILTRATION	239.00
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	PUBLIC SAFETY BLDG	250.22
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	PUBLIC SAFETY BLDG	250.22
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	PUBLIC SAFETY BLDG	250.22
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	OPERA HOUSE	277.00
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	OPERA HOUSE	277.00
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	OPERA HOUSE	277.00
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	PARK & RECREATION FAC	287.04
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	PARK & RECREATION FAC	287.04
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	PARK & RECREATION FAC	287.04
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	MAINT OF GENL PLANT	315.12
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	MAINT OF GENL PLANT	315.12
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	MAINT OF GENL PLANT	315.12
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	CITY HALL	361.92
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	CITY HALL	361.92
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	CITY HALL	361.92
	SONITROL	MONITORING CITY FACILITIES - FEB 2023	WASTE WATER TREATMENT	576.18
	SONITROL	MONITORING CITY FACILITIES - JAN 2023	WASTE WATER TREATMENT	576.18
	SONITROL	MONITORING CITY FACILITIES - MAR 2023	WASTE WATER TREATMENT	576.18
162057	SSG MINERAL RESOURCE	SOD ORGANICS	STORM DRAINAGE	300.00

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162058	STAPLES	ITEM CREDIT	MUNICIPAL COURTS	-34.49
	STAPLES	CRACKERS	MUNICIPAL COURTS	34.49
	STAPLES	SKINNY POP	MUNICIPAL COURTS	38.49
162059	STEEN, PHYLLIS	UTILITY TAX REBATES	NON-DEPARTMENTAL	107.00
162060	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	345.50
162061	SUNBELT RENTALS	CREDIT MEMO FOR 132852533-0001	PARK & RECREATION FAC	-2,131.89
	SUNBELT RENTALS	50TH AVE TREE/STUMP REMOVAL	ROADSIDE VEGETATION	1,175.66
	SUNBELT RENTALS	STUMP GRINDER - PACIFIC MEADOWS	ROADSIDE VEGETATION	1,175.66
	SUNBELT RENTALS	EQUIPMENT RENTAL	PARK & RECREATION FAC	4,312.87
162062	SUNRISE ENVIRONMENT	WIPE OFF/ERASE/TALON AEROSOL	ER&R	1,456.60
162063	SWIFTCOMPLY US OPCO	SERVICES IMPLEMENTATION BACKFLOW	WATER CROSS CNTL	4,875.00
162064	TACOMA SCREW PRODUCT	PAINT	ER&R	596.63
162065	TAYLOR'S PLUMBING	PLUMBING REPAIR	WATER FILTRATION PLANT	590.22
162066	TAYLOR, CHRISTINE	REFUND - ADULT TAP	PARKS-RECREATION	14.00
162067	TEDDY CRIMSON CUB		PARKS-RECREATION	14.00
162068	TEERLINK, AHREN	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162069	THOMAS, MELANIE	UTILITY TAX REBATES	NON-DEPARTMENTAL	77.98
162070	THOMPSON, ADELINE	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162071	THOMPSON, STELLA	UTILITY TAX REBATES	NON-DEPARTMENTAL	20.33
162072	TRUE NORTH EQUIPMENT	FINGER GUARD, FREIGHT	ER&R	273.01
	TRUE NORTH EQUIPMENT	JOYSTICK CUROTTO, FREIGHT PARTS	ER&R	649.17
162073	USA BLUEBOOK	PH ELECTRODE/SEALED EPOXY	WATER QUAL TREATMENT	245.23
	USA BLUEBOOK	CLASS A GLASS STOPPER	WASTE WATER TREATMENT	606.11
	USA BLUEBOOK	BUFFER, HACH DPD	WATER FILTRATION PLANT	844.14
	USA BLUEBOOK	TURBID METER EPA	SUNNYSIDE FILTRATION	4,245.92
	USA BLUEBOOK	RANGE LASER TURBID METER	WATER FILTRATION PLANT	4,255.39
162074	VALENTINE, RANDY & L	UTILITY TAX REBATES	UTIL ADMIN	60.05
	VALENTINE, RANDY & L		UTIL ADMIN	284.73
162075	VANDERPOOL, LULA MAE		NON-DEPARTMENTAL	115.63
162076	VASCONI, DAVID	UNIFORM ALTERATIONS	COMMUNITY SERVICES UNIT	32.82
162077	VENEGAS, KARI	UTILITY BILLING REFUND	GARBAGE	233.80
162078	VERBON, RUSSELL	UTILITY TAX REBATES	NON-DEPARTMENTAL	70.88
162079	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	515.00
	WA STATE TREASURER		GENERAL FUND	24,411.45
162080	WALKER, RUBY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162081	WALSER, MELVA	UTILITY TAX REBATE	NON-DEPARTMENTAL	108.35
162082	WASTE MANAGEMENT	YARD/RECYCLING SERVICE - FEB 2023	RECYCLING OPERATION	522,028.58
162083	WELTON, SHANNON	REFUND - SUPERHERO DANCE	PARKS-RECREATION	30.00
162084	WHAREN, COURTNEY	REFUND - BALLET/TAP	PARKS-RECREATION	12.00
162085	WHISTLE WORKWEAR	2023 UNIFORM - MUNRO	GENERAL	173.06
	WHISTLE WORKWEAR		GENERAL	182.97
162086	WOODS, DEIDRA K	UTILITY BILLING REFUND	WATER/SEWER OPERATION	105.01
162087	YOUNG, MICHAEL	AXON CONFERENCE APRIL 2023	POLICE INVESTIGATION	313.50
162088	YRANELA, CHRISTINA	REFUND - MOM/ME DANCE	PARKS-RECREATION	8.00
162089	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.38
162090	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.03
162091	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.38
162092	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	37.38
	ZIPLY FIBER		COMMUNITY	37.38
162093	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.04

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			WARRANT TOTAL:	<u><u>1,489,750.15</u></u>
CHARLES WALSER	VOID	CHECK LOST/DAMAGED	161859	\$108.35

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,489,641.80



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Water Operations Supervisor Kim Bryant, Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Stillaguamish Treatment Plant Programmable Logic Controllers (PLC) Replacement

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the contract for the Stillaguamish Treatment Plant PLC Replacement project to SUEZ Water Technologies and Solutions (SUEZ) in the amount of \$117,823.80 including Washington State Sales Tax and approve a management reserve of \$11,782.38 for a total allocation of \$129,606.18, and where the Zenon filtration system is a proprietary technology, requiring sole source justification, and SUEZ is the direct distributor of Zenon components.

**SUMMARY:**

The Stillaguamish Treatment Plant provides water to the north portion of Marysville's water system. The treatment plant is equipped with a Zenon filtration system, which has a control system consisting of various Programmable Logic Controllers (PLC's). The PLC's are required for treatment plant operation.

The current PLC's are beyond the end of their service life and are no longer supported, sold or manufactured. The lack of support poses a potential security risk, and limits operational capacity of the plant. Department of Health has requested the city implement new testing protocols for this treatment plant in the near future. Without the upgrade of the PLC's, staff are unable to perform required testing. The Zenon filtration system is a proprietary technology, requiring all parts and services be procured through SUEZ Water Technologies and Solutions. Attached is the sole source justification document that has been reviewed and approved by legal.

This proposal, from SUEZ, includes the PLC conversion components, Wonderware Programming, HMI update, and electrical drawings.

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**ATTACHMENTS:**

[Approved Sole Source Justification 20230315.pdf](#)

[Veolia Sole Source - Marysville 2023.pdf](#)

[Marysville 150886-7 PLC upgrade Mar-24 2023.pdf](#)





## SOLE SOURCE JUSTIFICATION

Department Head: Jeff Laycock Department: Public Works/Water Quality

Sole Source for the Purchase of: Stilly Treatment Plant Zenon PLC parts and installation of said parts

Supplier: Zenon Environment Corporation Cost Estimate: \$117,823.80 \_\_\_\_\_

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

### STATEMENT OF NEED:

My department's recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

The Stilliguamish Treatment Plant is equipped with a Zenon filtration system. The treatment vessels have a control system that consists of various Programmable Logic Controllers (PLC's). These controllers have reached end of life, posing potential security risks, as well as limited functionality. Without functioning PLC's, we would not be able to operate the Water Treatment Plant. The Zenon filtration system is a proprietary technology, requiring all parts and services be procured through Zenon. These components are not sold through distribution networks. I have included a letter from Zenon confirming that they are the sole source supplier.

2. This is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)

- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, "opened box," or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

N/A - Sole provider of proprietary technology, see attached letter.

4. What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers that were examined (please list phone numbers and names, and explain why these were not suitable).

N/A - Sole provider of proprietary technology, see attached letter.

- Other vendors that were contacted (please list phone numbers and names, and explain why these were not suitable).

\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor

Kim Bryant / 3/15/2023  
Signature Date

Department Head

[Signature] / 3/15/2023  
Signature Date

Finance Director

Approved by Sandy Langdon/via email 3/16/23  
Date

City Attorney

[Signature] / 3/16/2023  
Jon Walker Date

**Routing Instructions:**

1. Route completed form and any supporting documents to City Attorney for review.

2. If service/product exceeds \$100,000 the executed form must be included in packet for Council.
3. Include the following sentence in the “recommended action” section on the agenda bill:

*“I move to approve the contract for [insert description] in the amount of [insert dollar amount] as a legitimate sole source of supply for this service/product.”*



**Billy Gilbert**  
Water Quality Lead  
City of Marysville, WA

**Jason Diamond**  
Municipal Regional Lifecycle Manager

January 12, 2023

Dear Mr. Gilbert:

This letter is provided to confirm that a Sole Source Purchase from ZENON Environmental Corporation will be required to procure parts and/or services for ZeeWeed® hollow fiber immersed ultrafiltration membrane systems. ZeeWeed® membrane systems are a proprietary technology developed by ZENON Environmental Corporation, a wholly owned business of Veolia Water Technologies & Solutions (VWTS), subject to multiple patents.

Research and development work by Veolia Water Technologies & Solutions is regularly producing process and technology upgrade options. At the point where system upgrades are required, VWTS will work closely with each client to select the best options specific for your plant.

Veolia Water Technologies & Solutions has structured the after-purchase support of our ZeeWeed® clients to assure access to a very high level of service and product support. VWTS has a service team with extensive experience and the capabilities to provide technical and engineering services distinctive to maintaining a high level of performance from the ZeeWeed® hollow fiber ultrafiltration membranes. VWTS offers these unique services:

1. Insight™ Remote Process Monitoring
2. 24/7 Emergency Telephone Technical Support
3. On-Site Service Visits
4. Membrane Maintenance Services & System Upgrades
5. PLC Control System Component and Programming Upgrades
6. Membrane Replacement Planning
7. System spare parts

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Diamond".

Jason Diamond, P.Eng.  
Regional Lifecycle Manager - Veolia Water Technologies & Solutions

Veolia Water Technologies & Solutions  
Head office: 3600 Horizon Blvd. Trevoise, PA 19053  
off. +1-215-533-0000 - fax +215-633-0000  
[www.watertechnologies.com](http://www.watertechnologies.com)

ZENON Environmental Corporation  
3239 Dundas St. W. Oakville, ON Canada  
off. +1-905-465-3030

## controls upgrade

<b>to:</b>	City of Marysville, referred to here as Marysville or Buyer	<b>date:</b>	March 24, 2023
		<b>no. of pages:</b>	19 including cover
<b>attention:</b>	Billy Gilbert	<b>email:</b>	<a href="mailto:bgilbert@marysvillewa.gov">bgilbert@marysvillewa.gov</a>
<b>plant address:</b>	80 Columbia Ave Marysville, WA 98270-5130 United States	<b>telephone no.:</b>	360 363 8143
<b>from:</b>	Jason Diamond regional lifecycle manager western USA	<b>email:</b>	<a href="mailto:jason.diamond@veolia.com">jason.diamond@veolia.com</a>
		<b>cell no.:</b>	905 399 7055
<b>cc:</b>	Roy Alderman, Joe Kernkamp (APSCO) Yuseph Montasser, (SUEZ)		
<b>subject:</b>	controls upgrade: hardware, off-site & on-site support	<b>proposal no.:</b>	150886-7
		<b>original project no.:</b>	500151

## proposal provisos

This proposal has been issued based on the information provided by the customer and on information currently available to SUEZ Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

## confidential and proprietary information

The enclosed materials are considered proprietary property of SUEZ Water Technologies & Solutions (SUEZ). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, without the express written consent of SUEZ. The parties acknowledge that this agreement and any records prepared or used in connection with the performance of this agreement are subject to the Washington public records act, chapter 42.56 RCW. The acceptance of this document will be construed as an acceptance of the foregoing.

## trademarks

The following are trademarks of SUEZ Water Technologies & Solutions and may be registered in one or more countries:

+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, DusTreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flotronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, GEWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelCleeer, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURxE, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, Procera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE-Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Sencicore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, SteriSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, Tonkaflo, Travelab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeriFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, XPleat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.

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# 1 introduction

SUEZ Water Technologies & Solutions is pleased to present this proposal at the request of the City of Marysville to provide a complete control system upgrade from the current SLC500 system to a CompactLogix system at the Marysville Water Treatment Plant. This proposal includes a 5069-series CompactLogix system with conversion hardware that will decrease the outage time required for installation and also includes an upgrade of the existing HMI to a current generation A-B PanelView Plus 7.

The current Wonderware SCADA at Marysville has limited functionality to control the membrane system and mainly controls the balance of plant. SUEZ will develop the objects and screens required to fully integrate the membrane system into the overall SCADA application. SUEZ will be developing the application in Wonderware 2017 and will turn over the development files so Marysville can integrate the graphics and tag database into the existing Wonderware SCADA.

Marysville will be responsible to upgrade their current version of Win911 (v7) to the new advanced version and manage the setup and licensing of Win911.

SUEZ has included a 15" PanelView Plus 7 rather than the 12" included with previous proposals. Based on SUEZ's experience there are resolution issues when replacing the end-of-life PanelView Plus 1250 HMIs with the 12" PanelView Plus 7; screen clarity is improved by moving to the 15" screen-size model that is included with this proposal and the adapter plate has been removed as it is no longer required.

SUEZ has included 2 extra days with the on-site visit to address process program changes including lead-lag operation control for the trains.

SUEZ is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives.

*WTS would like to note that under the current exceptional circumstances across global supply chains and logistics networks, WTS may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. WTS reserves the right to modify the schedule / contract accordingly. WTS will promptly inform you of any changes which may impact the contract or the project.*



## 2 SUEZ scope & price

SUEZ’s scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

item description	part #	quantity	price
CompactLogix 2MB Enet controller, 5069-L320ER	3169986	1	\$43,190
5069 Compact I/O 16 channel input module, AC		10	
5069 Compact I/O 16 channel output module, AC		6	
5069 Compact I/O 4 channel analog output module		2	
5069 Compact I/O 8 channel analog input module		6	
Compact 5000 EtherNet/IP adapter	3172274	1	
5069 Compact I/O 5 pins screw type terminal block kit	3172275	1	
5069 Compact I/O 4,6 pins screw type terminal block kit	3169368	1	
5069 Compact I/O 6 pins screw type terminal block kit		3	
conversion mounting assembly		2	
conversion modules		24	
5069 Compact I/O field potential distributor module	3169986	3	
PanelView Plus 7 graphic terminal, 15-inch	3177824	1	
freight, DDP project site	3095534	incl.	
off-site support, hours:			\$52,470
-electrical drawing update	3097215	40	
-PLC conversion	3097215	108	
-Wonderware programming	3097215	120	
-HMI program load/verify	3097215	4	
<b>material, off-site labor, delivery</b>		<b>sub-total</b>	<b>\$95,660</b>
on-site support, 1 FSR, 5x8-hr days on-site plus travel & living, section 3.2	135491	1 visit	\$12,040
<b>on-site support</b>		<b>sub-total</b>	<b>\$12,040</b>
<b>All figures are in USD and exclude taxes, which will be applied at the time of invoicing. Please make purchase order to ZENON Environmental Corporation .</b>		<b>total price</b>	<b>\$107,700</b>

### proposal notes:

- Price Review.** *Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller’s quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) determine periodic price reviews based on Goods’ raw material increase arising from currency devaluations (b) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary*

pressures; and (c ) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, duties, taxes or other levies imposed by public authorities.

invoicing schedule	approximate % of sub-total	invoice value, excluding tax
An invoice will be issued upon acceptance by SUEZ of customer purchase order. Approximate percent calculation based on the <b>material, off-site labor, delivery sub-total</b> of the purchase order. Shipment of materials is contingent on receipt of this initial milestone payment.	30%	28,700
An invoice for the balance of the <b>material, off-site labor, delivery sub-total</b> will be issued when shipping documents are supplied to the carrier.	70%	66,960
A final invoice for the <b>on-site support sub-total</b> will be issued upon completion of installation.	100%	12,040
		<b>107,700</b>

### 3 SUEZ support

#### 3.1 off-site support

The proposal includes the following off-site support as outlined in section 2:

- electrical drawing updates;
- PLC conversion;
- Wonderware programming;
- HMI update.

#### 3.2 on-site technical advisory services

SUEZ will provide 1 field service representative (FSR) onsite as outlined in section 2 to provide commissioning assistance for the upgraded PLC system (3-days) and address process program changes (2-days).

The schedule for this visit is to be determined in consultation with SUEZ after receipt of purchase order

**operating responsibility** - Marysville retains control of the work site and retains final responsibility for the installation and commissioning process.

SUEZ will perform the services specified in the scope section of this document, but SUEZ will not operate the system. For the purposes of this agreement, the term “operate the system” shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at Marysville’s site, and shall include functions such as providing operators or laborers to adjust or control water treatment (“WT”) equipment, wastewater treatment

(“WWT”) equipment or sludge management facilities (“SMF”), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

**waiting time** - Any overtime or waiting times required due to unforeseen site events outside the control of SUEZ will be invoiced according to the prevailing SUEZ service labor rates sheet, available on request.

**reporting** - Before leaving site, SUEZ will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. SUEZ will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the SUEZ service representative’s return to the office. In any case, Marysville will be asked to sign a work order that describes the hours on site and tasks accomplished.

**SUEZ duties for on-site services**

- ❑ SUEZ will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- ❑ SUEZ will maintain public liability and property damage insurance covering all operations undertaken by SUEZ and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond SUEZ’s standard insurance terms for on-site commissioning supervision, Marysville must inform SUEZ in writing 60 days prior to work commencement at site. Marysville will be billed for all additional insurance costs and processing fees.
- ❑ SUEZ will maintain workers compensation and employers’ liability coverage as per statutory requirements.

---

## 4 schedule and delivery

### schedule

The Buyer and Seller will arrange a kick-off meeting after contract acceptance to develop a firm shipment schedule. Please note, due to the current exceptional circumstances under the COVID-19 Pandemic situation that longer lead times (4-6 months) have been seen for hardware items. Definitive availability will be confirmed once a purchase order is received from Marysville and acknowledgement of a purchase order is issued by SUEZ

**delivery**

- ❑ **DDP** - Delivery will be by standard ground on the basis of DDP Marysville WTP, or other named place of destination; Incoterms 2020. DDP = Delivery Duty Paid. Partial shipments will be acceptable unless otherwise specified.
- ❑ **title & risk** - Title and risk of loss or damage to materials supplied through this quote shall pass to Marysville upon delivery at the named place of destination.

## 5 scope – Marysville

- ❑ Marysville or their third party designate will be responsible for installation of all hardware, and all related wiring, conduit, and electrical work needed to facilitate this upgrade, including any modifications to the panel cut-out as required.

Cut-out dimensions (to be confirmed on-site):

	height	width
existing cut-out	10.11"	13.29"
modified cut-out	11.42"	13.90"

- ❑ Marysville will be responsible to report to SUEZ regarding any new I/O added by Marysville. This will allow SUEZ to verify that there is sufficient I/O available to accommodate the additional equipment supplied by SUEZ for this upgrade. Additional costs will be added if additional hardware or support is required

**duties**

- ❑ Marysville will grant SUEZ personnel full and immediate access to the equipment and will make chemicals, plus specialized chemical handling equipment, water, lighting and electrical service available.
- ❑ Marysville will keep a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- ❑ Marysville will arrange that plant personnel are available to collaborate with the SUEZ Service Representative for the full duration of this site visit.
- ❑ Marysville will assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide.
- ❑ At the end of the site visit, prior to departure of the SUEZ Service Representative, Marysville will sign a work order that describes the hours on site and tasks accomplished.

## 6 health & safety

### Marysville

- ❑ Marysville will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Marysville will identify and inform Seller's personnel of any site-specific hazards present in the workplace that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- ❑ Marysville will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Marysville's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Marysville will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- ❑ If any type of lifting devices will be used on site, Marysville will provide proof of its maintenance, inspection and certification documentation upon request and will assist the SUEZ service representative to complete a safety inspection checklist.
- ❑ Where confined space entry may be required, Marysville will provide early notice and will collaborate with SUEZ in planning adequate staffing and in advising the local fire/rescue department as required.
- ❑ No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Marysville will advise SUEZ of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Marysville at rates set out in the prevailing SUEZ labor rate sheet.
- ❑ Where certain short duration activities require two people for safety and the SUEZ Service representative is alone at site, Marysville will cooperate as required to assure that correct safety precautions are taken.
- ❑ Marysville is responsible for the following environmental provisions:
  - environmental use and discharge permits for all chemicals at Marysville's facility either listed in this document or proposed for use at a later date;
  - any special permits required for Seller's or Marysville's employees to perform work related to the water treatment system at the facility;
  - all site testing, including soil, ground and surface water, air emissions, etc.;
  - disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.

- ❑ Marysville is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Marysville's own employees, including provision of:
  - eyewash and safety showers in the water treatment area;
  - chemical spill response;
  - security and fire protection systems per local codes.

**SUEZ**

- ❑ All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The SUEZ service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either Marysville or SUEZ.
- ❑ SUEZ will provide all applicable safety training required by SUEZ policies or by state or national health and safety regulations. The SUEZ service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- ❑ Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, SUEZ will act, without previous instructions from Marysville, as the situation warrants. SUEZ will notify Marysville immediately thereafter.

## 7 terms and conditions of sale

### a - specific terms and conditions of sale

These terms take precedence over the general terms and conditions of sale.

#### 1 legal entity for contracting

**ZENON Environmental Corporation** is the name of the Seller, and means a business component of, or legal entity within the SUEZ Water Technologies & Solutions business (SUEZ).

Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up. We are keen to make the purchase process as convenient as possible for Marysville.

**short form:** Where a short reference is required in this document, for convenience, we are called simply **SUEZ**.

#### 2 payment

SUEZ prefers to receive payment by wire transfer and will also accept payment by courier check.

<b>Wire transfer information for ZENON Environmental Corporation</b>	
send details to: SHD WATS REMIT-NAM <a href="mailto:shd-wats-remit-nam@suez.com">shd-wats-remit-nam@suez.com</a>	
Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202	ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012

#### 3 payment terms

**On approved credit,** payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in the price section. In the event an invoice is issued on shipment of goods from a SUEZ Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.

#### 4 proposal validity

Prices quoted and proposal terms are valid up to thirty (30) days after the date of issue of this proposal unless confirmed with a purchase order.

#### 5 bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

#### 6 flight booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to Marysville without mark-up.

#### 7 warranty on programming

SUEZ warrants that the PLC program will conform to the specifications in the relevant sections of the CLSC and OSC (revised for the project) and will be free from defects in workmanship when operated at all times in accordance with SUEZ's written instructions. If any defects are found and reported by Marysville within a period not exceeding twelve (12) months beyond the completion of the site acceptance test, SUEZ will make modifications to the PLC code as deemed necessary. Any changes requested by Marysville after this period will be at the customer's expense.

## 8 purchase order guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- ❑ **documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to [nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com). If you are not able to provide a PO, please contact us for alternatives.
- ❑ **SUEZ legal entity** – Please be sure your purchase order is issued in the name of the specific SUEZ legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this SUEZ entity is not set up in your purchasing system as a vendor and you do have another SUEZ entity set up.
- ❑ **quotation number** – Please reference the quotation number in your PO.
- ❑ **product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- ❑ **taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.
- ❑ **payment terms** – Please acknowledge the payment terms included with the quotation.
- ❑ **bill-to address** – Please include contact information for your accounts payable.
- ❑ **ship-to address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- ❑ **delivery date** – Please include your requested delivery date.

### b – general terms and conditions of sale

SUEZ's standard terms and conditions apply. See attachment a.

Note to purchasing agent: The SUEZ's standard set of commercial terms & conditions are written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where corporate agreement terms have been previously agreed, these may be brought forward by either party and applied by mutual consent. If either of these terms sets are not immediately acceptable, please expect a typical 6-10 week cycle of mutual review to build agreement on changes.



## 8 signed agreement

Through the issue of this proposal, SUEZ signals their intent to enter into an agreement with Marysville. Marysville and SUEZ acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

**offered by legal entity:** ZENON Environmental Corporation, also known as SUEZ or Seller

**accepted by legal entity:** City of Marysville, also known as Marysville or Buyer

**authorized signature by:** \_\_\_\_\_

**title:** \_\_\_\_\_

**signature date:** \_\_\_\_\_

**signature:** x \_\_\_\_\_

**purchase order no:** \_\_\_\_\_

**If options were available, which options selected**

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail or • by fax.

1) this signature page completed

to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

[nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com)

or

SUEZ Water Technologies & Solutions

attention: Contracts Administrator

Please contact

[nam.service.pocentral@veolia.com](mailto:nam.service.pocentral@veolia.com)

for correct address

or

fax no.: 905 465 3050

This agreement comes into force when SUEZ has issued a formal acceptance of Marysville's Purchase order or formal acceptance of this Marysville signed agreement.

doc. control: author: JE  
last modified: 3/24/2023 11:36 AM

filename: Marysville 150886-7 PLC upgrade Mar-24 2023  
technical review: YM(revs0-4) commercial review: DP(rev-5)/JD(all revs) DOA: Bikt

## attachment a SUEZ standard terms and conditions

### general terms and conditions of sale

**1. exclusive terms and conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.

**2. equipment and services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.

**3. prices and payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.

**4. taxes and duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.

**5. delivery, title, risk of loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

**6. warranties and remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller’s warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by

Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) chemicals and Services, for six (6) months from their date of delivery or the provision of Services;
- (b) consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use or fifteen (15) months from their date of delivery;
- (c) spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only,

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

**7. general indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

**8. compliance with laws and permits.** All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

**9. buyer's site conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

**10. hazardous materials and wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

**11. excusable delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

**12. emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

**13. confidentiality, intellectual property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

**14. limitations on liability.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

**15. termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) fails to make any payment when due or to establish any payment security required by this Agreement or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of

this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

**16. governing law, dispute resolution.** This Agreement shall be governed by the substantive laws of the State of Washington. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the Buyer and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

**17. no nuclear use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

**18. export control.** Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

**19. changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

**20. conflicts; survival, assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.

**21. no third party beneficiary.** Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

**22. entire agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** City Engineer Max Phan , Engineering

**ITEM TYPE:** Project Acceptance

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

**SUBJECT:** Project Acceptance – 2022 Pavement Preservation Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to accept the 2022 Pavement Preservation Project, starting the 60-day lien filing period for the project closeout.



**SUMMARY:**

The 2022 Pavement Preservation project included approximately 5,200 Tons of HMA, a 2-inch asphalt overlay, pavement repair, planing bituminous pavement, sidewalk ramp replacement to meet ADA standards, utility adjustment, channelization, restoration and other miscellaneous work.

These aforementioned improvements were constructed at the following locations:

1. 152<sup>nd</sup> ST NE between State Avenue and the City Limits, east of the spur track.
2. 51<sup>st</sup> AVE NE, between 152<sup>nd</sup> ST NE and the City Limits (approx. 168<sup>th</sup>).
3. Shoultes AVE between 100<sup>th</sup> ST NE and 108<sup>th</sup> ST NE, south of the roundabout.

City Council awarded the project to Reece Construction Company, Inc. on July 11<sup>th</sup>, 2022 in the amount of \$1,888,666.00, as well as a Management Reserve of \$190,334.00, for a total allocation of \$2,079,000.00. The project was completed at a cost of \$1,339,580.92 which was \$549,085.08 (29%) below the awarded amount and therefore Management Reserve was not used.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

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**ATTACHMENTS:**

[2022 Pavement Preservation Project - Physical Completion Letter.pdf](#)



**MARYSVILLE**  
PUBLIC WORKS

November 2nd, 2022

Andy Reece  
President  
Reece Construction Company  
PO Box 1531  
Marysville WA 98270

**SUBJECT: 2022 PAVEMENT PRESERVATION PROJECT – NOTICE OF PHYSICAL COMPLETION**

Dear Andy Reece,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Tuesday, November 1, 2022. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items, and acceptance, I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with Reece Construction Company, Inc. on this project. I look forward to working with you in the future.

Sincerely,

Nick Loutsis, E.I.T.  
Project Engineer

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** City Engineer Max Phan , Engineering

**ITEM TYPE:** Project Acceptance

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

**SUBJECT:** Project Acceptance – 2022 Sidewalk Infill Program

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to accept the 2022 Sidewalk Infill Project, starting the 60-day lien filing period for the project closeout.

**SUMMARY:**

The 2022 Sidewalk Infill Project included approximately 1,200 feet of new sidewalk at eight project sites within the downtown area, all of which filled gaps within the existing sidewalk network. The project also included curb, gutter, sidewalk ramps to meet ADA standards, asphalt paving, utility adjustments, restoration and other miscellaneous work.

These aforementioned improvements were constructed at the following locations:

1. 1615 10<sup>th</sup>
2. 929 Alder Ave.
3. West of 1817 9<sup>th</sup>
4. West side of Quinn Ave. between 7<sup>th</sup> St and 8<sup>th</sup> St (near Totem Middle School).
5. 1405 and 1413 6<sup>th</sup>
6. West side of Alder Ave. between 1<sup>st</sup> St and 2<sup>nd</sup> St (near 1628 2<sup>nd</sup> St address).
7. West side of 47<sup>th</sup> NE between 3<sup>rd</sup> St and 4<sup>th</sup> St (near 6030 47<sup>th</sup> St and 1930 4<sup>th</sup> St addresses).
8. 5133 and 5225 61<sup>st</sup>

City Council awarded the project to WSB Excavation and Utilities, LLC on July 11<sup>th</sup>, 2022 in the amount of \$274,348.00, as well as a Management Reserve of \$27,434.80, for a total allocation of \$301,782.80. The project was completed at a cost of \$254,855.26 which was \$19,492.74 (7.1%) below the awarded amount and therefore Management Reserve was not used.

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**ATTACHMENTS:**

[2022 Sidewalk Infill - Notice of Physical Completion.pdf](#)



**MARYSVILLE**  
**PUBLIC WORKS**

November 8<sup>th</sup>, 2022

William Buno  
Managing Member  
WSB Excavation & Utilities LLC.  
11921 99<sup>TH</sup> AVE NE  
ARLINGTON WA 98223

**SUBJECT: 2022 SIDEWALK INFILL PROJECT – NOTICE OF PHYSICAL COMPLETION**

Dear William Buno,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Tuesday, November 1, 2022. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items, and acceptance, I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with WSB Excavation & Utilities LLC. on this project. I look forward to working with you in the future.

Sincerely,

Nick Loutsis, E.I.T.  
Project Engineer

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** City Engineer Max Phan , Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Supplemental Agreement No. 2 to the Professional Services Agreement with Transpo Group USA, Inc for Engineering Services Associated with the 53<sup>rd</sup> Ave NE and Sunnyside Blvd Intersection Improvements Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the attached Supplemental Agreement No. 2 with Transpo Group USA, Inc.

**SUMMARY:**

On July 14, 2020, Council authorized the Mayor to execute a Professional Services Agreement (PSA) with Transpo Group USA, Inc. (consultant) to provide engineering services for the design, permitting and right-of-way acquisition of the 53<sup>rd</sup> Ave NE and Sunnyside Blvd Intersection Improvements project. The project includes, but is not limited to signal improvements and construction of a shared use path on 53<sup>rd</sup> Ave NE between Sunnyside Blvd and SR 528, connecting the Ebey Waterfront Trail and Jennings Nature Park.

The consultant has completed 90% design, as scheduled in the original agreement. However, the project requires Right-of-Way (ROW) acquisitions from seven (7) parcels to accommodate the improvements. ROW negotiations have been in progress causing the project design to be put on hold. ROW negotiations are anticipated to be completed this summer. As such, this supplement provides additional funds and time for the consultant to complete the remaining design and prepare a bid ready package including updates from the ROW negotiations.

The total estimated cost for this additional work, as negotiated is \$22,346.08, yielding a new contract total of \$223,397.43. In addition to the additional work, this supplement provides for a time extension through June 30, 2024.

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**ATTACHMENTS:**

[CO1.02\\_03.23.23\\_Transpo Signed.pdf](#)



<b>Supplemental Agreement Number 1.02</b>		Organization and Address	
Original Agreement Number		Transpo Group USA, Inc.	
1		1213 113th Ave NE, Suite 203 Kirkland, WA	
Project Number		Execution Date	Completion Date
R2002		7/14/2020	6/30/2024
Project Title		New Maximum Amount Payable	
53rd Ave NE and Sunnyside Blvd Intersection Improvements		\$223,397.43	
Description of Work This supplement moves the Completion Date out to 6/30/2024 to allow additional time for Right-of-Way negotiations to occur as well as provide additional funds to allow the Consultant, Transpo Group and their subconsultants, to revisit the Drawings and Specifications to update them to the current WSDOT and APWA Standard Specifications, produce a Bid-Ready PS&E package, and continue the ROW negotiations.			

The Local Agency of City of Marysville  
desires to supplement the agreement entered in to with Trasnpo Group USA, Inc.  
and executed on 7/14/2020 and identified as Agreement No. 1

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:  
In addition to the Scope of Services described in Exhibit A of the Original Agreement, Agreement No. 1, this Supplement adds additional Scope items as described in the attached Exhibit A-2.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date: 6/30/2024

III

Section V, PAYMENT, shall be amended as follows:  
This Supplement increase the Not to Exceed amount by \$22,346.08 bringing the Not to Exceed amount for the Contract to \$223,397.43. Exhibit A of this document provides a summary of payments for this Supplement. See Exhibits D-2 and E-2 for a detailed breakdown of the additional fees.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Ryan Peterson

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

**Ryan Peterson**

Digitally signed by Ryan Peterson  
DN: C=US, E=ryan.peterson@transpogroup.com,  
O=Transpo Group, CN=Ryan Peterson  
Date: 2023.03.23 18:46:04-07'00'

Consultant Signature

Approving Authority Signature

\_\_\_\_\_  
Date



**Exhibit "A"**  
**Summary of Payments**

	<b>Basic Agreement</b>	<b>Supplement #1</b>	<b>Supplement #2</b>	<b>Total</b>
<b>Direct Salary Cost</b>	\$72,409.33	\$0.00	\$8,322.73	\$80,732.06
<b>Overhead (Including Payroll Additives)</b>	\$92,818.12	\$0.00	\$11,195.28	\$104,013.40
<b>Direct Non-Salary Costs</b>	\$14,101.00	\$0.00	\$331.25	\$14,432.25
<b>Fixed Fee</b>	\$21,722.90	\$0.00	\$2,496.82	\$24,219.72
<b>Total</b>	\$201,051.35	\$0.00	\$22,346.08	\$223,397.43



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Storm/Sewer Supervisor Matthew Eyer, Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Ecology Grant Amendment No. 1 WQSWCAP-2121\_MaryPW-00193

**SUGGESTED ACTION:**  
Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the Ecology Grant Agreement WQSWCAP-2121\_MaryPW-00193.

**SUMMARY:** The City of Marysville has been offered an additional \$25,000 in grant funding from the Department of Ecology to assist in the implementation and management of the City’s NPDES Phase II Stormwater Permit. This is being done through Amendment No.1 of agreement WQSWCAP-2121\_MaryPW-00193. The original agreement was approved by Council 3/14/2022. This Amendment increases the available grant funds from \$50,000 to \$75,000 and extends the grant an additional three months to June 30th 2023.

These additional funds may be used for the reimbursement of any expenses, material costs and staff time expended as part of the NPDES Stormwater Management Program. If executed, any eligible expenses between July 1st, 2021 and June 30th, 2023 can be submitted for reimbursement. There is no City match requirement for this funding offer.

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**ATTACHMENTS:**  
[Amendment 1 WQSWCAP-2123-MaryPW-00193.pdf](#)  
[WQSWCAP-2123-MaryPW-00193.pdf](#)



**AMENDMENT NO. 1**  
**TO AGREEMENT NO. WQSWCAP-2123-MaryPW-00193**  
**BETWEEN**  
**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**  
**AND**  
**City of Marysville**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Marysville (RECIPIENT) for the 2021-2023 Biennial Stormwater Capacity Grants (PROJECT).

The purpose of this amendment is to increase the grant funding by an additional \$25,000. The grant end date will also be extended from the original end date of 3/31/23 to 6/30/23 to allow more time for the additional funding to be utilized.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 50,000.00 Amended: 75,000.00

Total Eligible Cost:

Original: 50,000.00 Amended: 75,000.00

Expiration Date:

Original: 03/31/2023 Amended: 06/30/2023

**CHANGES TO THE BUDGET**

**Funding Distribution EG220331**

Funding Title: 2021-23 capacity grant

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCA



8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

- a) Development of applicable QAPPs.
- b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.

9) Structural stormwater controls program activities (Phase I permit requirement)

10) Source control for existing development (Phase I permit requirement), including:

- a) Inventory and inspection program.
- b) Technical assistance and enforcement.
- c) Staff training.

11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2021-23 capacity grant	0 %	\$ 0.00	\$ 75,000.00	\$ 75,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000.00</b>

**AUTHORIZING SIGNATURES**

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

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

This amendment will be effective 07/01/2022.

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

Washington State  
Department of Ecology

City of Marysville

By:

By:

Vincent McGowan, P.E.

Date

Matthew Eyer Eyer

Date

Water Quality

Storm/Sewer Supervisor

Program Manager

Jon Nehring

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Template Approved to Form by  
Attorney General's Office



## Agreement No. WQSWCAP-2123-MaryPW-00193

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

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

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#### GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.



State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**RECIPIENT INFORMATION**

Organization Name: City of Marysville

Federal Tax ID: 91-6001459

DUNS Number: 076658673

UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.  
Marysville, WA 98270

Physical Address: 80 Columbia Ave.  
Marysville, Washington 98270

**Contacts**

Agreement No: WQSWCAP-2123-MaryPW-00193  
Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

<b>Project Manager</b>	Matthew Eyer Storm/Sewer Supervisor  80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112
<b>Billing Contact</b>	Matthew Eyer Storm/Sewer Supervisor  80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112
<b>Authorized Signatory</b>	Matthew Eyer Eyer Storm/Sewer Supervisor  80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**ECOLOGY INFORMATION**

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

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

**Contacts**

<b>Project Manager</b>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
<b>Financial Manager</b>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**AUTHORIZING SIGNATURES**

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

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

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

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

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

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

Washington State  
Department of Ecology

City of Marysville

DocuSigned by:  
  
By: 2BCA6B80046746E...

DocuSigned by:  
  
By: F756E2896FC347D...

Vincent McGowan, P.E. Date  
Water Quality 3/10/2022  
Program Manager

Matthew Eyer Eyer Date  
Storm/Sewer Supervisor 3/10/2022

Template Approved to Form by  
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

Jon Nehring

DocuSigned by:  
*Jon Nehring*  
477335AA5C604E8...

Mayor

Date  
3/10/2022

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**SCOPE OF WORK**Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report. <br>
- \* Properly maintained project documentation.

**Project Administration/Management****Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**SCOPE OF WORK**Task Number: 2 **Task Cost: \$50,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
 

Monitoring, including:

  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

## Permit Implementation

### Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	



State of Washington Department of Ecology  
 Agreement No: WQSWCAP-2123-MaryPW-00193  
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**BUDGET**

**Funding Distribution EG220331**

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

Funding Title: 2021-23 capacity grant Funding Type: Grant  
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 03/31/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)  
 Fund:  
 Type: State  
 Funding Source %: 100%  
 Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Permit Implementation	\$ 50,000.00

**Total: \$ 50,000.00**

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**Funding Distribution Summary****Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS****GENERAL FEDERAL CONDITIONS**

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2123-MaryPW-00193

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Marysville

**GENERAL TERMS AND CONDITIONS****Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

## GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

## 1. ADMINISTRATIVE REQUIREMENTS

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

## 2. AMENDMENTS AND MODIFICATIONS

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

## 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

## 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
    - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

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

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

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

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

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

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

#### 9. CONFLICT OF INTEREST

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

#### 10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 11. DISPUTES

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

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

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

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

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

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

## 15. INDEPENDENT STATUS

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

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## 16. KICKBACKS

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

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

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

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

## 20. PROGRESS REPORTING



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

## 21. PROPERTY RIGHTS

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

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## 22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

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

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

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

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

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

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 26. SUSPENSION

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

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## 27. SUSTAINABLE PRACTICES

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

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Purchase Order – 2023 Kenworth Hydro Excavator

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the purchase order with Owen Equipment Company in the amount of \$633,949.30, plus applicable sales tax, for procurement of a 2023 Kenworth Hydro Excavator.

**SUMMARY:** The Fleet budget was appropriated funds for the purchase of a Hydro Excavator for the Water Utility division of Public Works. City staff obtained a quote from Owen Equipment through the State of Washington Contract #00120.

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**ATTACHMENTS:**  
[2023 Hydro Excavator Quote.pdf](#)  
[Hydro Excavator PO.pdf](#)

**OWEN EQUIPMENT COMPANY**  
**DES Contract #00120**  
**Truvac HXX Price List**  
**Effective Date: 12/15/2022**

Quote Date:	3/1/2023
Municipality	City of Marysville
Address	80 Columbia Ave.
City, State, Zip	Marysville, WA 98270
Contact Name	Bob Scott
Contact Phone #	360-363-8364
Contact Fax #	
PO Number	* Owen Equipment Stock Truvac HXX, SN 23-02R-21503 build completion date 2-24-23
Account Manager	Peter Blaikie

Qty	Part #	Description	List Price	Extended Price
	2112HXX	HXX Dual Stage Fan, 12 yrd Debris, 1200 Gal Water	\$ 341,273.00	\$ -
	21HXXPD36	HXX PD, 18" Vacuum, 12 yrd Debris, 1200 Gal Water	\$ 328,403.00	\$ -
1	21HXXPD12	HXX PD, 27" Vacuum, 12 yrd Debris, 1200 Gal Water	\$ 371,996.00	\$ 371,996.00
	21HXXPD15	HXX PD, 27" Vacuum, 15 yrd Debris, 1200 Gal Water	\$ 389,787.00	\$ -
	21HXXPD12-6176	HXX PD, 28" Vacuum, 12 yrd Debris, 1200 Gal Water, 6,176 CFM	\$ 382,684.00	\$ -

**Additional Options Available**  
**(Due to model selected certain options may not be available)**

	H062A	8" Dig Tube Handle Attachment	\$ 356.86	\$ -
1	H1004	Debris Body Load Limit Alarm	\$ 2,162.02	\$ 2,162.02
	H1007A	6" Rear Door Butterfly Valve, 3:00 position	\$ 1,230.89	\$ -
	H1008	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$ 1,403.28	\$ -
	H1007B	6" Rear Door Butterfly Valve, 6:00 position	\$ 1,230.89	\$ -
	H1008A	6" Rear Door Knife Valve w/Camloc, 6:00 position	\$ 1,403.28	\$ -
	H1011	Heated Rear Door Valve - 6:00 Position	\$ 3,157.94	\$ -
1	H1015	Folding Pipe Rack, Curbside	\$ 1,083.76	\$ 1,083.76
1	H1015A	Folding Pipe Rack, Streetside	\$ 1,083.76	\$ 1,083.76
	H1015B	Folding Pipe Rack, Rear Door	\$ 1,083.76	\$ -
1	H1022STD	Rear Door Splash Shield	\$ -	\$ -
1	H1023	Lube Manifold	\$ 2,373.94	\$ 2,373.94
	H1023A	Plastic Lube Chart	\$ 64.78	\$ -
1	H1023A	Plastic Lube Chart, included with Lube Manifold	\$ -	\$ -
1	H1026	Debris Body Vibrator, Electric	\$ 1,790.89	\$ 1,790.89
	H1026A	Debris Body Vibrator, Hydraulic	\$ 3,479.66	\$ -
	H1030	Sludge Pump Off-Load System- 4"	\$ 9,490.29	\$ -
1	H1030A	Sludge Pump Off-Load Circuitry Only	\$ 5,972.19	\$ 5,972.19
1	H1035	Standpipe and Screen for 6:00 Port	\$ 1,006.89	\$ 1,006.89
1	H1040	Float Ball Screen, Perforated Plastic	\$ 1,029.95	\$ 1,029.95
	H1036	Vacuum Enhancer	\$ 2,258.65	\$ -
	H1052D	TriDrive with Pusher module design	\$ 3,506.01	\$ -
	H2004	Continuous Water Tank Fill	\$ 1,802.97	\$ -
1	H2006	Air Purge	\$ 1,346.19	\$ 1,346.19
	H2025	304 Stainless Steel 1300 Gal. Water Tank in lieu of Polypropylene	\$ 11,535.92	\$ -
	H2021B	Water Heater, 400,000 BTU's	\$ 6,932.97	\$ -
1	H2021E	Water Heater, 800,000 BTU's - 12V	\$ 10,242.44	\$ 10,242.44
1	H2021D	Glycol Heated and Foil-Backed Closed Cell Insulated Over Fender / Rear Right Hand Toolboxes	\$ 1,130.97	\$ 1,130.97
1	H4004A	7ft Telescoping Boom, 320 deg. with Removable Turret Box	\$ 5,711.96	\$ 5,711.96
	H4011B	Wireless Remote w/Pump, Vac-Relief - Belly Pack w/joy-stick controls	\$ 2,010.50	\$ -
1	H4013	Wireless Remote for Body Functions - Hand-held	\$ 1,665.71	\$ 1,665.71
1	H4017STD	Boom Out of Position Light/Alarm	\$ -	\$ -
1	H4020STD	Body Out of Position Light/Alarm	\$ -	\$ -
	H4022STD	Telescopic Boom Elbow, Standard	\$ -	\$ -
1	H4022A	Telescopic Boom Elbow, Hard Hat Style	\$ 486.43	\$ 486.43
	H4022D	Telescopic Boom Elbow, Nickel Plated	\$ 419.45	\$ -
	H4019B	Shell T22 Hydraulic oil	\$ 565.49	\$ -
	H4025	Glycol Heated Debris Body	\$ 32,911.30	\$ -
	H2024	Anti Freeze Tank and Plumbing	\$ 2,367.36	\$ -
	H5009A	Cold Weather Recirculator	\$ 4,813.77	\$ -
	H5010	Antifreeze Bundle 1- Cold Weather Recic and AntiFreeze Tank and Plumbing	\$ 6,785.83	\$ -
	H5009A	Cold Weather Recirculator	\$ 4,813.77	\$ -
	H5010	Antifreeze Bundle 1- Cold Weather Recic and AntiFreeze Tank and Plumbing	\$ 6,333.45	\$ -
	H2021C	Cold Weather Package	\$ 3,902.40	\$ -
	H5010B	Cold Weather Package 1 - Includes Antifreeze Tank and Plumbing	\$ 5,534.08	\$ -
1	H5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator	\$ 7,980.49	\$ 7,980.49
	H5010D	Cold Weather Package 3 - Includes PTO Cold Weather Recirculator & Antifreeze Tank	\$ 10,178.75	\$ -
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	\$ 9,749.42	\$ 9,749.42
	H5023	Fan Flushout System	\$ 533.64	\$ -
	H5020	Air Excavation Package, 185 CFM/150 PSI	\$ 20,134.60	\$ -
1	H6013	Hydraulic Tool Package	\$ 1,535.05	\$ 1,535.05
	H6021	Cyclone Drain Valve	\$ 735.68	\$ -
	H7004B	Front Station Control, Second Operator Station, Driver Side	\$ 4,642.48	\$ -
	H7004A	Front Station Control, Second Operator Station, Spring Retract Hose Reel, Passenger Side	\$ 4,642.48	\$ -
1	H7004C	Front Station Control, Second Operator Station, Spring Retract Hose Reel, Passenger Side	\$ 4,642.48	\$ 4,642.48
	H7004D	Front Station Control, Second Operator Station, Spring Retract Hose Reel, Passenger Side	\$ 4,642.48	\$ -
	H7004F	Second Hose Reel Control, Rear Mounted, Manual Pull-out, Electric-over-Hydraulic Retract w/ 1/2" X 75' Hose	\$ 7,165.75	\$ -
	H8001J	Rear Directional Control, LED Arrowboard	\$ 2,854.88	\$ -









**MARYSVILLE**  
WASHINGTON

**FLEET SERVICES DIVISION**  
80 Columbia Ave.  
Marysville, WA 98270  
(360) 363-8250  
(360) 651-5524 Fax

# HC23  
FLEET ADDITION

**Purchase Order**

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

**F 15977**

TO: Owen Equipment Company  
8721-5 218th St.  
Kent, WA 98031  
ATTENTION: Patricia Blake 253-243-4665

DATE 3-17-2023 ACCT. CODE 50100048, 5640002, 2313 ORDER NO.  
SHIP TO CITY OF MARYSVILLE - FLEET SERVICES  
80 - COLUMBIA AVE  
MARYSVILLE, WA 98270

REQUESTED BY Bob Scott DATE EXPECTED 4-28-2023 F.O.B. POINT DRIVER SHIP VIA DRIVER SUBLET QUOTE #1699, 880, 02 EQUIP. / VEH. NO. HC23/FLEET AD

QTY	REC	BIO	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			2023 KENWORTH T880 CAB WITH 63394930 W/ TRAILER HXX HYDRO EXHAUSTOR WITH ALL OPTONS STATED AS PER STATE OF WASH. CONTRACT # 00120 AND AS PER QUOTE DATED 3-1-2023 VIN# 1NK2X4EX2P5253453	633949.30	633949.30	566.00	633,949.30		
TOTAL INVOICE AMOUNT							<u>633,949.30</u>		
* PLUS ANY ADDITIONAL SALES TAX THAT MAY BE INCURRED *									

NOTES: FLEET ADDITION AS PER 2023-2024 BUDGET

\* NOTE! PLEASE RETURN ALL SIGNED ORIGINALS TO FLEET SERVICES \*

AUTHORIZED BY: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Purchase Order – 2023 CrafcO Asphalt Crack Sealer Trailer

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the purchase order with Partner Construction Products in the amount of \$96,694.17, plus applicable sales tax, for procurement of a 2023 CrafcO Asphalt Crack Sealer Trailer.

**SUMMARY:** The Fleet budget was appropriated funds for the purchase of an asphalt crack sealer trailer for the Street division within Public Works. The City is a member of Sourcewell Cooperative Purchasing, where staff obtained a quote for this equipment purchase using Contract #080521-CFC.

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**ATTACHMENTS:**  
[CrafcO Crack Sealer Quote.pdf](#)  
[CrafcO Crack Sealer.pdf](#)

**SOURCEWELL PRICING WORKSHEET Contract #080521-CFC**

**DATE:** 2/20/2023

PURCHASING AGENCY	CONTRACTOR	AUTHORIZED DISTRIBUTOR
BUYING AGENCY: City of Marysville CONTACT PERSON: Jake Wetzel PHONE: (425) 583-7564 FAX: EMAIL: Jake Wetzel <jwetzel@marysvillewa.gov>	Crafco, Inc. Angie Hoaglin 602-276-0406 480-961-0513 angie.hoaglin@crafco.com	COMPANY: Partner Const. Products Contact Name: Seth Dawson PHONE: 253-850-1144 FAX: EMAIL: sethdawson85@hotmail.com
DELIVERED TO: 80 Columbia Ave, Marysville Wa		

EQUIPMENT PART #/DESCRIPTION:	Description	Discounted Contract Price
Part Number	Description	Price
47900N	Supershot 250D w/ 100CFM Compressor, Trailer	\$ 85,050.00

EQUIPMENT OPTIONS: (Listed in Contract)			
<i>Price for options requiring multiple units please list the total price not the each price.</i>			
QTY/Part #/Description	Price	QTY/Part #/Description	Price
#20014- 3" Pintle Hitch	\$ 114.24	#43416- Gravity Feed Kit	\$ 240.00
#20120- 18" Hitch Extesion	\$ 524.00	#43549- Spare Tire Kit	\$ 476.00
#23120- Breakaway Battery w/ Charger	\$ 337.97	#48120S- Engine Cover Assy Insul.	\$ 2,664.00
#24183- Seven Pin Round Connection	\$ 64.00	#47636N- Self Retract Hose Reel	\$ 837.96
#24086- Lockable Battery Box	\$ 236.00		\$ -
#24518S- Worklights, Arrowbar, and Beacon	\$ 3,204.00		\$ -
#24194K- Overnight Heater 220V (2ea)	\$ 880.00		\$ -
#26119- 3/8" Safely Hook w/ Latch (2ea.)	\$ 116.00		\$ -
		<b>Subtotal:</b>	\$ 9,694.17

UNPUBLISHED OPTIONS: (Items not shown in the Contract Price List)			
<i>Price for options requiring multiple units please list the total price not the each price.</i>			
QTY/Part #/Description	Price	QTY/Part #/Description	Price
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
		<b>Subtotal:</b>	\$ -

<b>QUANTITY</b>	<b>1</b>	<b>Equipment Total:</b>	\$ 94,744.17
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MATERIALS: (Listed in Contract Price list)			
Part #/Description	Units	Price/unit	TOTAL
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		<b>Material Total:</b>	\$ -

TRADE-INS/DISC./FREIGHT/TAX			
Description	Price	Description	Price
Freight From Chandler AZ	\$ 1,950.0000		\$ -
WA Sales Tax @ %9.4	\$ 9,089.2500		\$ -
	\$ -		\$ -
		<b>Subtotal</b>	\$ 11,039.2500
		<b>TOTAL:</b>	\$ 105,783.4200

**Crafco Approval By:** Angie Hoaglin **Date:** 2/20/2023

**Not Valid Without Approval**



**MARYSVILLE**  
WASHINGTON

**FLEET SERVICES DIVISION**  
80 Columbia Ave.  
Marysville, WA 98270  
(360) 363-8250  
(360) 651-5524 Fax

M032  
REPLACES # M009

**Purchase Order**

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

**F 16000**

TO: PARTNER CONSTRUCTION PRODUCTS  
25223 - 74th Ave S  
KEW, WA 98032  
ATTENTION: SETH DAWSON 206-902-0216

DATE	3-17-2023	ACCT CODE	510008.56 VEH. 2326	ORDER NO.
SHIP TO	CITY OF MARYSVILLE - FLEET SERVICES			
	80 - Columbia Ave			
	MARYSVILLE, WA 98270			

REQUESTED BY: \_\_\_\_\_ DATE EXPECTED: \_\_\_\_\_ F.O.B. POINT: \_\_\_\_\_  
 BOB SEIT 602-90 DAYS MARYSVILLE, WA DRIVER \$105,783.42 M032/M009  
 SUBLET QUOTE EQUIP / VEH. NO.

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			2023 GRAFO SUPERSHOT 250D ASPHALT CRACK SEALER/METRIC TRAILER WITH ALL OPTIONS STATED AS PER SUPPLEMENT CONTRACT # 080521-CEG AND AS PER QUOTE DATED 02-20-2023	9669417	9669417	SEE BELOW	9669417		
TOTAL INVOICE AMOUNT							\$96,694.17		
* PLUS ANY ADDITIONAL SALES TAX THAT MAY BE INCURRED *									

NOTES: REPLACES # M009 AS PER 2023-2024 BUDGET

NOTE: PLEASE RETURN ALL SIGNED DELIVERIES TO FLEET SERVICES \*

X

AUTHORIZED BY: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

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

**ITEM TYPE:** Special Event Permit

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

**SUBJECT:** Marysville Farmers Market Special Event Permit (SE23-002)

**SUGGESTED ACTION:**

Recommended Motion: I move to approve the Marysville Farmers Market Special Event Permit.

**SUMMARY:** The Marysville 3<sup>rd</sup> Street Farmers Market and its local produce, food services, and artisan vendors will set up in one or more 10x10' booth sections 3rd Street between State and Columbia Avenues. Drawing from existing successful markets, the owner will jury vendors from their roster of approximately 300 vendors to establish an ever changing market to complement the existing business district and have some vendors rotate to keep the offerings fresh. Each market day, the maximum size of the market is 40 vendors. The event is expected to attract approximately 500 per day, over a 4-hour period or approximately 125 per hour. Over the season, which is 13 weeks, and estimated 6,500 visitors are anticipated. Additional details are attached.

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**ATTACHMENTS:**

- [01-SEP Application-Farmers Market-SE23002 updated 032923.docx.pdf](#)
- [02-Project Narrative Conditions-Farmers Market-SE23002 updated tb 032423.docx.pdf](#)
- [03-FINAL Site Plan-Farmers Market-SE23002.pdf](#)



## SPECIAL EVENT PERMIT APPLICATION

Community Development Department ♦ 501 Delta Avenue ♦ Marysville, WA 98270  
 Office Hours: Mon - Fri 8:00 AM - 4:30 PM ♦ Phone: (360) 363-8000

<b>FOR AGENCY USE</b>	<b>Date: 03.24.23</b>	<b>File: SE23002</b>	<b>Fee: \$N/A</b>
	<b>NAME OF EVENT</b>		<b>PROPOSED DATES</b>
	Marysville Farmers Market		Friday's (June – August)
	<b>APPLICANT</b>	<b>SPONSOR</b>	<b>EVENT ORGANIZER</b>
<b>Name</b>	Terrie Battuello Economic Development & Real Property Manager	Terrie Battuello Economic Development & Real Property Manager	Gary Purves
<b>Mailing Address</b>	501 Delta Avenue	501 Delta Avenue	Everett Farmers Market, LLC Trade Name: Marysville 3 <sup>rd</sup> Street Farmers Market 17426 Marine Drive
<b>City, State, ZIP</b>	Marysville, WA 98270	Marysville, WA 98270	Stanwood WA 98292-6740
<b>Phone (home/office)</b>	360.363.8717	360.363.8717	425-422-5656
<b>Phone (cell)</b>	425.923.6764	425.923.6764	
<b>E-mail</b>	<a href="mailto:tbattuello@marysvillewa.gov">tbattuello@marysvillewa.gov</a>	<a href="mailto:tbattuello@marysvillewa.gov">tbattuello@marysvillewa.gov</a>	Gp. <a href="mailto:Marysville3rdmarket@gmail.com">Marysville3rdmarket@gmail.com</a>
<b>SITE INFORMATION</b>			
<b>Set-up date/time</b>	11:30 AM Fridays (June – August)	<b>Dismantling Date/time</b>	6:00 – 7:00 PM Fridays (June – August)
<b>Estimated number of participants</b>	500 per event day	<b>Will admission fee be charged?</b> (please note amount)	No
<b>Will alcohol be served at event?</b> (if yes please explain)	No		
<b>Type of activity planned</b> (Describe event)	Farm, produce, food service and artisan vendors. See attached project narrative for more details.		
<b>Location to be used</b> (Describe area to be used, attach map/route plan)	3 <sup>rd</sup> Street Right-of-Way from State Avenue to Columbia Avenue excluding the sidewalks. Additional private lands are being used to place the sani can and provide storage off the ROW.		
<b>Detailed Description of Proposed Activities</b>	Market vendors will set up 10x10' booths in the street and sell homemade or farm products		
<b>Does event involve political or religious activity intended primarily for the communication or expression of ideas?</b>	No		

## **City of Marysville – Special Event Permit Application**

### **Indemnification – Hold Harmless**

Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Event or from any activity, work or thing done, permitted, or suffered by Applicant during the Event, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

### **Insurance**

The applicant shall procure and maintain for the duration of the Event, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Event. The policy shall be written on an occurrence basis, shall be written for a period of not less than 24 hours prior to the event and extending for a period not less than 24 hours following completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days written notice to the City of Marysville. The insurance policy shall contain, or be endorsed to contain, that the Applicant's insurance coverage shall be primary insurance as respects to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and authorized to do business in the State of Washington.

### **Applicant shall provide a certificate of insurance evidencing:**

1. General Liability insurance covering the Event, participants, products-completed operations and contractual liability shall be as stipulated in the contractor agreement and its requirements shall also be requirements of this permit.
2. The city as an additional insured.

Certificate of Insurance naming the City of Marysville as "Additional insured" party together with all related endorsements in full will be provided by the Event Organizer prior to permit issuance. .

Applicant shall include all subcontractors and concessionaires as additional insured under its policies and provide the City with the certificates of insurance and endorsements evidencing such insurance or shall furnish the separate certificates of insurance and endorsements issued under each subcontractor's and concessionaire's insurance policy. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for Applicant.

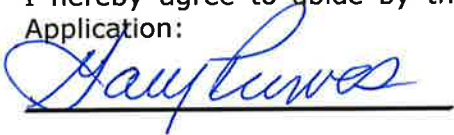
Alcohol is not permitted as part of this event. If the event is later approved for the consumption of alcohol, whether sold or not, Applicant shall procure and maintain for the duration of the Event, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability coverage may be substituted when alcohol is consumed and not sold during the Event with the prior written approval of the City.

Applicant specifically acknowledges that the location it has chosen for the event may include portions of the roadway which may be currently under construction. Applicant accepts the condition of the route as it currently exists. Applicant acknowledges that there are various conditions commonly associated with road construction including but not limited to plates in the roadway, construction machinery and loose asphalt and gravel. Applicant agrees to defend, indemnify and save harmless the City of Marysville, its officers and employees, for any accidents or injuries arising out of the event including but not limited to accidents associated with roadway construction.

This permit may be summarily revoked by the City at any time when by reason of disaster, public calamity, riot or other emergency the City determines that the safety of the public or property requires such revocation. Notice of such action will be delivered in writing by personal service or certified mail.

**Applicant Signature**

I hereby agree to abide by the conditions listed on Page 2 of the Special Event Permit Application:



Applicant Signature

Dated this 30th day of March, 2023

**City of Marysville Approval**

\_\_\_\_\_  
City Clerk or Designee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_



## **MARYSVILLE FARMER'S MARKET PROJECT NARRATIVE AND CONDITIONS**

**Event Description:** The Marysville 3<sup>rd</sup> Street Farmers Market and its local produce, food services, and artisan vendors will set up in one or more 10x10' booth sections 3<sup>rd</sup> Street between State and Columbia Avenues. Drawing from existing successful markets, the owner will jury vendors from their roster of approximately 300 vendors to establish an ever changing market to complement the existing business district and have some vendors rotate to keep the offerings fresh. Each market day, the maximum size of the market is 40 vendors. The event is expected to attract approximately 500 per day, over a 4 hour period or approximately 125 per hour. Over the season, which is 13 weeks, and estimated 6,500 visitors are anticipated.

**Dates/Times:** Seasonal market from the first Friday in June through the last Friday in August. The operating hours will be Fridays from 2:00 to 6:00 PM, and setup will begin at 11:30 AM with tear down starting at 6 p.m. and requiring one hour.

**Location:** The premises include 3<sup>rd</sup> Street Right-of-Way between State and Columbia Avenues, excluding sidewalks. See attached site plan for location details. If additional private land is secured, such area may be added as needed to facilitate storage of city equipment, water service, electrical service, parking, and vendor loading and unloading access.

**Market Layout:** Marysville Regional Fire Authority has preliminarily indicated a 20' lane (east to west) and the two crosswalk areas at State and Columbia are required to provide public safety access. The sidewalk and curb/building area will not be included in the market to avoid blocking store fronts and leaving clearance on all sides of the vendor area. The sponsor is required to adhere to several conditions related to Food trucks summarized in the draft conditions section below.

### **City assistance being requested:**

- Approval to use and close then reopen City Right of Way (ROW)
- Provide a "Seed money" grant to establish and cover the operating costs of the market for the first year from Marysville Lodging Tax Grant
- Loan traffic control equipment as required by the plan for safely closing the street
- Loan of equipment for water hydrant access for flower vendors, if needed
- Use of street and 4 additional waste totes including servicing the same to augment the vendor waste receptacles
- Electrical access for minimal use (excluding food vendors who use generators)
- Marketing collaboration through city social media and other promotional communications

**Public Safety:** Marysville Regional Fire Authority has preliminarily indicated a 20' lane (east to west) plus the two crosswalk areas at State and Columbia will provide public safety access. The sidewalk and curb/building areas will not be included in the market to avoid blocking store fronts and leaving clearance on all sides of the vendor area. This permit anticipates that the Authority will review the final layout for consistency with fire safety requirements.

**Street Department:** Street closure details for the event shall be coordinated between the Marysville 3<sup>rd</sup> Street Farmers Market representative and the City Public Works staff prior to the event. The City reserves the right to authorize the final traffic plan..

The City will be responsible for providing temporary traffic devices for the event to be stored and maintained outside of public right of way except for event days by the Market unless the signs are to stay up the entire season. The Market is responsible for setup and take down of traffic control devices in a manner consistent with the approved traffic control plan.

The City Streets supervisor or designees will meet with the sponsor to provide training on the order of operations for closing the street and specifics related to safely placing and removing the temporary traffic devices prior to the first event of each calendar year.

Given the City is loaning temporary traffic devices for this event, it is anticipated that additional temporary traffic devices may need to be purchased by the City in order to provide traffic devices for other City projects. Specific signage related to the Farmers Market in excess to what the market itself will create for the event may also need to be produced and purchased as determined by the Streets Supervisor to communicate the street closure effectively.

**Food Trucks:** Food trucks will be located within the vendor area indicated on the site plan. The sponsor is required to adhere to several conditions related to Food trucks summarized in the draft conditions section below.

**Parking:** The Market is limited to 40 vendors to avoid overwhelming available visitor and vendor parking. A typical parking demand is approximately three parking spots per vendor space per day or 120 street parking spots.

The event will make use of public and private parking areas in the vicinity of the event, including public on-street parking areas within ¼ mile of the event including parking on Columbia Avenue and 2<sup>nd</sup> Street.

Vendors are required to park either as part of their vendor booth or at least three blocks from the event to leave closer parking spaces open to the public. Vendor parking will be monitored by the Market Master.

Additional parking facilities may be obtained through a use agreement between the market contractor and private lot owners.

**Power/Electricity:** Vendors and food vendors and trucks are self-sustaining and operate on propane or generated power. While these vendors don't need power, an occasion may arise where outlets/plug-ins located in the power poles along Third Avenue may be used if needed for the event.

**Water:** Flower vendor(s) need a water supply for their vendor station. The City will loan a watchdog device to the market. A limited water supply is provided using this device attached to the fire hydrant located in front of 1605 3<sup>rd</sup> Street. Given the extremely small amount of water to be used, the City will waive fees for water use and loan free of charge equipment needed to access the hydrant water through annual check out. City staff will train the Market contractor about how to operate the hydrant prior to use. The watch dog form is required to be completed by a representative of the Market. A condition has been added to this effect in the conditions section of this narrative.

**Sanitation and Recycling:** Any “garbage producing” vendor will have waste receptacles in their vendor station and are responsible for disposal of their collected waste. The Market Master puts out the city totes and monitors solid waste usage.

In addition, the Parks Maintenance maintains four street cans and four recycling cans on this section of 3<sup>rd</sup> Street. These existing street cans will be emptied on Saturdays by parks maintenance staff.

**Solid Waste Department:** An additional 4 garbage totes will be provided by the City for the event. These will be emptied by the city on Monday each week from their storage location next to the portable bathroom during the week. The market master will roll these out to and back from the market premises each market day.

**Portable sanitation facilities:** In addition to available restrooms in participating Association businesses, an ADA Portable restroom will be provided and maintain by the market located south of the Farmer’s Market on Columbia and the Alley between 2<sup>nd</sup> and 3<sup>rd</sup> Street or closer. The restroom will be locked during non-market periods. See the site plan for the location.

**Music/Concerts:** The Market promotes the Arts through wandering performers, small music concerts, or instructional presentations on gardening and related themes. If concerts are held, they will be held on existing stages and venues. These are not intended to add significantly to the market attendance. If events would be expected to add significantly (100+) to attendance, a separate special event permit would be required.

**Provisions for First Aid:** Market Master will be on site monitoring the event and has a cell phone to dial 911 as needed.

**Emergency Contact:**

Gary Purves  
Everett Farmers Market, LLC  
17426 Marine Drive  
Stanwood, WA 98292-6740  
PO Box 120  
Everett WA 98206-0120  
425-422-5656  
gp.marysville3rdmarket@gmail.com

**Monitoring of event:** The daily operations are managed by the Market Master or event site that is responsible for the overall functioning of the market throughout the day.

**Insurance and surety bond information:** Insurance requirements have been reviewed by the City’s Legal and Risk officers and coverage amounts and types are specifically covered in the contract between the City and Market Sponsor. The insurance requirements in the contractor are also required for this special event permit. A condition has also been added to address this requirement below.

**Third Street Business Association:** The 3rd Street Business Association was asked last fall if they would be interested in hosting the farmers market in their business district. A survey of the businesses revealed overwhelming support for the market and its location on 3<sup>rd</sup> Street. The Association expects that the market to enhance overall commercial offerings for visitors and lead to new startup businesses within the district. They plan to hold activities and events in conjunction or building off of the event. Partners on the street include Five Rights Brewery

which has an entertainment stage that is expected to be utilized during or following market days. Shops serving food are invited to put after-market events on to extend business hours in downtown.

**Marketing:** The City is contracting with the Everett Farmers Market under the trade name Marysville 3<sup>rd</sup> Street Farmers Market to operate and market the activity. The firm has developed its own brand, uniquely identifying the downtown area and local businesses plan to promote the market and support vendors by displaying product in their stores. These promotion include traditional and electronic media and advertising. The Market has a massive social media following from its other venues, but also the City and Association will promote the event through their various platforms.

**Background:** The City of Marysville is engaged in a major multi-year initiative to bring vitality and growth to the central business district. Riverfront investments of more than \$200 million private development at the Marysville Riverwalk will establish a recreation-based tourism attraction project that will attract visitors from throughout the Pacific Northwest. The farmer's market serves to demonstrate business opportunities present in downtown and promotes business growth to assure the historic business district maintains prominence as investments are made in the Riverfront district. Further, the sports facility proposed on the Riverfront will have its peak traffic on Saturday. This Friday market promotes extended stays at the project and promotes a stronger entertainment and recreation hub in the historic downtown.

The contractor to be retained by the City has a connected network of farms, artisans, crafters and specialty-product creators on which to draw and will complement the existing business community. Their experience and resources from its successful markets in Snohomish, Lake Stevens, and Stanwood provides a springboard for this market with greater visibility and will offer a Friday evening attraction that invites visitors to stay an extra day while here on business.

**Project Funding:** The City has submitted an application for and been awarded \$10,000 in seed grant from the Lodging Tax fund to cover start up and operating expenses of the Farmers Market. The Lodging Tax grant will seed city efforts to re-invigorate its 3rd Street Business District and build off the strengths of the existing businesses thereby building visitor patronage and providing opportunities for vendors to grow the district either in the market and creating a pathway for new vendors to add permanent storefronts within the district over time. To recover seed money for reinvestment, the market collects an annual vendor fee plus a market day fee to participate in the event. Those funds will be used by the market to recover operating costs to be deployed for the market in the following year.

## **CONDITIONS OF APPROVAL**

Approval of the special event permit cannot be granted until:

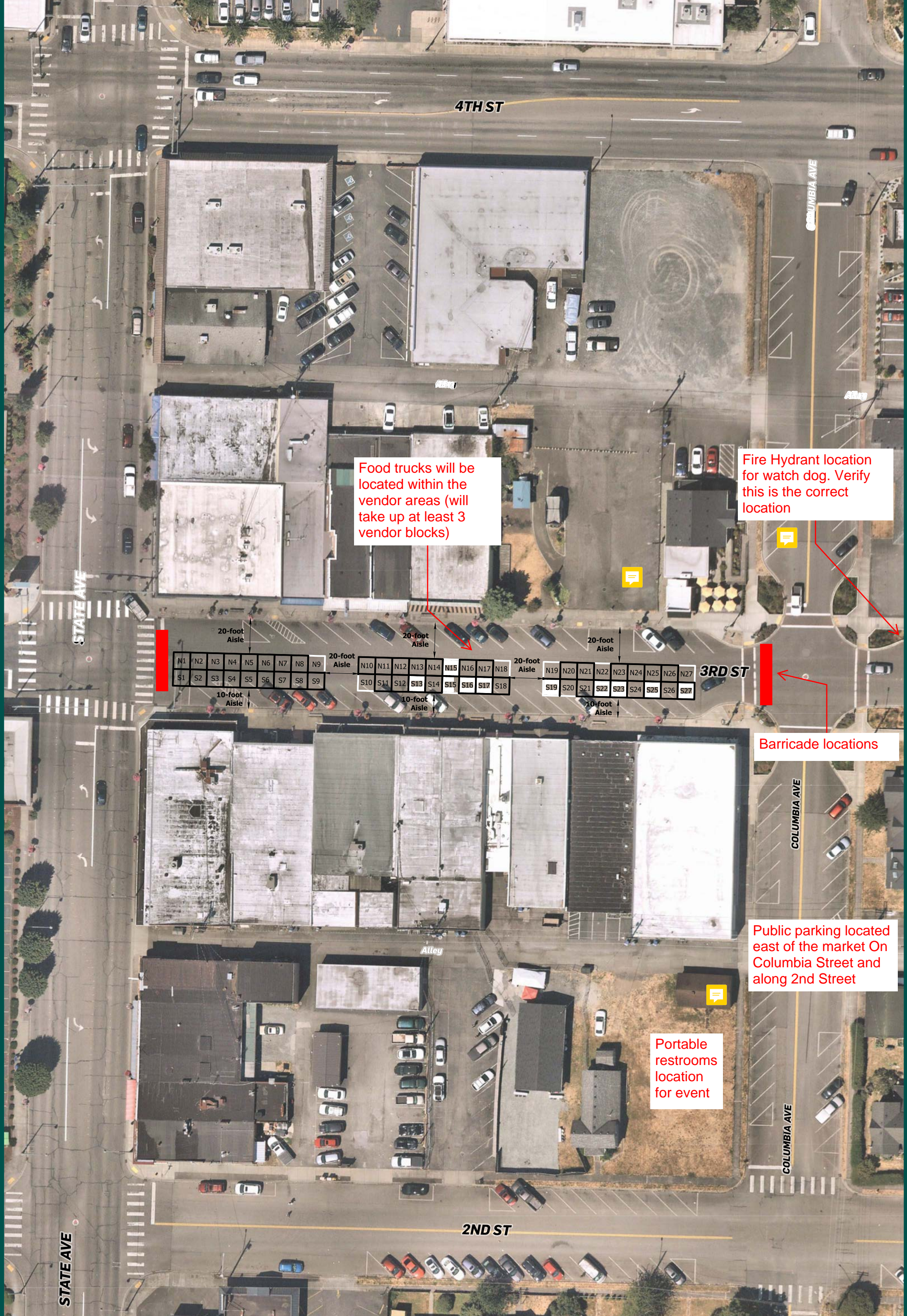
1. The applicant is required to comply with the terms of the city contract as they relate to insurance.
2. The event organizer must obtain a City Business license for the event.
3. The event organizer shall complete the "watchdog" application and have training, prior to release. Additionally, it shall be the responsibility of the sponsor to properly store and secure the watchdog until the conclusion of the event in August.

4. A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant.
5. A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process.

**MOBILE FOOD VENDOR CONDITIONS:**

1. Mobile food vendors and associated mobile food vending units (at times referred to herein as food trucks) are allowed to be present at the Premises for the purposes of the provision of the market services contemplated herein. The Contractor will be deemed to be an event sponsor for the purposes of MMC 22C.260.050, and will comply with all requirements of the municipal code in addition to the requirements contained below. The City agrees to waive all associated special event permit fees.
2. Food truck operators must provide the Contractor evidence of current Washington State vehicle registration. The licensing records shall be made available to the City for auditing, if requested.
3. Each Food Truck operator must also maintain a certificate of public liability insurance in an amount not less than \$500,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident and property damage insurance of not less than \$25,000 for damages on account of any one accident or occurrence. Unless it can be demonstrated that the individual mobile food vendors are covered under the blanket insurance and property damage policy for the Farmer's Market.
4. Attachments to the mobile food vending unit including, but not limited to, signs, lights, overhangs and awnings, shall be maintained in a manner that does not create a hazard to pedestrians, customers or vehicles.
5. Mobile food vendors shall not obstruct sidewalks, streets, access points, fire lanes, or parking lot circulation by either the location of the mobile food vending unit or its accessories. No sidewalk use is allowed.
6. Mobile food vendors shall comply with Chapter 16.12 MMC, National Electrical Code and Washington Cities Electrical Code, for electrical service to the mobile food vending unit. Electrical lines shall not be located overhead or on the ground in any location to which the public has access.
7. Mobile food vending units shall complete the Regional Checklist for food trucks as required by the Marysville Fire Authority Marshal prior to operating in the city and shall comply with all fire authority standards. A copy check list approval shall be posted in the vehicle and provided to the sponsor upon request.
8. Trash receptacles not intended for customer use shall be screened from public view and securely covered.
9. The mobile food vendor shall install and maintain an adequate measures to address grease waste so that it is trapped within the mobile food vending unit and not allowed to flow into the city's waste or storm water systems.
10. Food Truck grease waste shall be properly disposed of per adopted Washington State health regulations.
11. Wastewater generated by the market and mobile or stationary food vending units shall be disposed of in a proper manner and documented.

12. Mobile Food Vendors may not use more than one portable pop-up tent up to 120 square feet or up to three tables with umbrellas as accessory to the unit. No cooking shall take place under the tent.
13. The wine and beer sampling proposed is required to receive City, Washington State Liquor and Cannabis Board and Health District approvals (as applicable) prior to operation.



Food trucks will be located within the vendor areas (will take up at least 3 vendor blocks)

Fire Hydrant location for watch dog. Verify this is the correct location

Barricade locations

Public parking located east of the market On Columbia Street and along 2nd Street

Portable restrooms location for event

# Marysville Farmer's Market Vicinity Map

Imagery Source: Nearmap, July 2022



Scale = 1:600  
1 inch represents 50 feet





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** CD Director Haylie Miller, Executive

**ITEM TYPE:** Agreement

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

**SUBJECT:** Marysville Farmers Market Agreement

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the mayor to sign the Marysville Farmers Market agreement.

**SUMMARY:** The attached agreement between the Everett Farmers Market, LLC and the City of Marysville relates to the operation of the Marysville Third Street Famers Market.

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**ATTACHMENTS:**  
[Use Agreement Everett Farmers Market signed.pdf](#)



**AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND  
EVERETT FARMERS MARKET, LLC REGARDING THE  
OPERATION OF THE EVERETT FARMERS MARKET, LLC**

**THIS AGREEMENT REGARDING THE OPERATION OF THE MARYSVILLE THIRD STREET FARMERS MARKET** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Everett Farmers Market, LLC, a limited liability company, organized under the laws of the state of Washington (“Consultant”).

**RECITALS**

**WHEREAS**, communities with farmers markets promote a vibrant economic development environment and provide the community access to valuable goods and services; and

**WHEREAS**, the City desires to host a professionally-operated Farmers Market in downtown Marysville; and

**WHEREAS**, the Contractor has successfully operated farmers markets in Everett and maintains a large roster of quality juried vendors; and

**WHEREAS**, the 3<sup>rd</sup> Street Business Association met on January 18, 2023 and discussed the use of 3<sup>rd</sup> Street between Columbia to State Avenue as a desirable location for the market and the Association reached a consensus that the market would be welcome to use the street for the market; and

**WHEREAS**, the parties desire to enter into a written agreement whereby the Contractor will operate a farmers market in the City of Marysville.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **MARKET OPERATION.** The Contractor will be allowed to operate that portion of 3<sup>rd</sup> Street from Columbia Avenue to State Avenue as depicted in **Exhibit A** (the “Premises”) for the purposes of a farmer’s market, on Friday afternoons from 2:00 PM to 6:00 PM with set up at 11:30 a.m. and tear down by 7 p.m., during the months of June, July, and August 2023. The Contractor shall perform the services as described in **Exhibit B** (the “Services”) diligently and completely and in accordance with professional standards of conduct. The Contractor is furthermore responsible for compliance with federal, state, and local laws and regulations related to the performance of the Services, including but not limited to all business licensing requirements.

2. **CITY RESPONSIBILITIES.**

- A. The City shall provide services described in **Exhibit C** of this agreement, which include but are not limited to traffic control and various marketing responsibilities.
- B. The City shall provide the Contractor a one-time grant of ten-thousand dollars (\$10,000.00) to fund the initial costs of operating the market. This grant money will be provided within 30 days of the effective date of this Agreement, and will be used to provide the Services as contemplated by this Agreement. The City will have no further financial obligation or responsibility regarding the operation of the market, and the Contractor will instead retain revenues from the operation of the market in order to fund continued market needs.

3. **CONSIDERATION.** Notwithstanding the grant as contemplated in Section 2, there is no monetary consideration required by this Agreement. The allowed use of the Premises by the Contractor and the fulfillment of the City's economic development priorities are good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

4. **TERM.** The term of this Agreement shall commence upon the date of the last signature below and terminate on December 31, 2023, unless sooner terminated under the provisions of the Agreement. The Contractor may renew this Agreement for one (1) additional one-year term by providing at least 90 days written notice to the City. The terms of this Agreement shall apply to any renewal term.

5. **TERMINATION.** Either party may terminate this Agreement for any reason by providing 90 days written notice to the other party. In the event that the Contractor defaults on any provision of this Agreement, the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate this Agreement.

6. **SUSPENSION OF RIGHT TO USE PREMISES.** The City may immediately suspend the Contractor's right to use the Premises in the event of emergency or any other necessity. In such cases, the City will endeavor to provide advance notice to the Contractor, but the parties acknowledge that such notice may not be possible or feasible depending on the nature of the emergency or necessity. The City will have sole discretion to determine what constitutes an emergency or necessity.

7. **INDEMNIFICATION.**

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

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

c. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

d. The Contractor hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 7. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)                      \_\_\_GP\_\_\_ (Contractor Initials)

8. **NOTIFICATION OF DAMAGES.** Contractor shall immediately report to the City in writing (i) all damage observed or caused to any city facility or equipment, and (ii) all injuries to people and damage to property that occurs during or as a result of providing the Services.

9. INSURANCE.

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

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

C. **Required Insurance.** The Contractor's required insurance shall be as follows:

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

B. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits.

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

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

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

E. **Verification of Coverage.** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Contractor before commencement of the Services.

- F. **Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation within two business days of the Contractor's receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.
- I. **City Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

10. INDEPENDENT CONTRACTOR.

- a. The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants, and agrees that the Contractor's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Contractor shall not make a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.
- b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Contractor performs under this Agreement.
  - d. Prior to commencement of Services, the Contractor shall obtain a business license from the City.
11. NONASSIGNABLE. The Services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.
  12. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Agreement because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.
  13. UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
  14. EMPLOYEE BACKGROUND. The Contractor warrants and represents that any person employed by the Contractor to perform work under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830-.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.
  15. REPORTING. The Contractor will complete and submit a Tourism Tax Report (in the form attached hereto as **Exhibit F**) for the years Lodging Tax funds are received by the market.
  16. EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.
  17. SEVERABILITY. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
  18. NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one

or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

19. FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
21. VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.
22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
23. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.
24. SURVIVAL. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
25. NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

**City of Marysville**  
Attention: Executive Office  
501 Delta Avenue, Fourth Floor  
Marysville Washington 98270

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

Gary Purves  
Everett Farmers Market, LLC  
17426 Marine Drive, Stanwood, WA 98292-6740  
PO Box 120, Everett WA 98206-0120

26. THIRD PARTIES. The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the city and Contractor have executed this Agreement as of the date first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By:

\_\_\_\_\_

Jon Nehring, Mayor

DATED this 30<sup>th</sup> day of March, 2023 \_\_\_\_\_.

EVERETT FARMERS MARKET, LLC

By: *Gary Purves*

Gary Purves

Its: Owner

EXHIBIT A – PREMISES





- The market is authorized to operate weekly on Fridays from 2 p.m. to 6 p.m.
- The premises are shown in blue shading on the figure above and span State Avenue to Columbia Avenue on 3<sup>rd</sup> Street but do not include sidewalks.
- The Contractor is authorized to initiate set up beginning at 11:30 a.m. before the market begins and must vacate no later than 7 p.m.

## **EXHIBIT B: CONTRACTOR RESPONSIBILITIES**

- The Contractor shall apply as Event Organizer for a special event permit (SEP) and include any activity or vendor that requires a permit to be included in the special event permit. The Contractor will act as the event sponsor. The Contractor shall abide by any condition in the special event permit and ensure vendors also comply with such conditions.
- Manage all operations and expenses of the Farmers Market
- Create a distinct Marysville market brand and logo.
- Prepare a market layout to scale consistent with the requirements of the special events permit
- Authorize only the number of vendor stalls approved by the City.
- Not use sidewalks or block access
- Provide a vendor mix balancing farm, craft, and prepared food that complement existing district businesses.
- Create, maintain, and enforce Market Rules and Regulations; providing a copy of said rules to the City.
- Unless vendors are exempt under Chapter 5.02 MMC, the Contractor shall require vendors to provide evidence of a valid City business license.
- Ensure vendors are parking in designated areas.
- Maintain positive, non-discriminatory relations with market vendors
- Facilitate non-profits and community organizations participation
- Establish and maintain a market website and use social media to promote market attendance
- Respond to market inquiries and requests with local and state agencies.
- Maintain copies of vendor records, permits and insurance certificates
- Promptly address issues or problems with vendors or customers.
- Maintain Vendor Health Department records, as required by law
- Prepare an annual report to the City including key metrics indicating market attendance and sales
- In years where Lodging Tax dollars are awarded, the Contractor will submit a completed Lodging Tax report as required by the city for reporting to the state.
- Allow no alcohol or cannabis products to be sold.
- Signs on city land outside the market premises are not authorized without prior written approval from the City

### Contractor market day responsibilities:

- Arrive and remain onsite no later than two hours before market time to secure site and ensure readiness
- The Contractor shall require all waste producing vendors to provide a waste receptacle for public use and the vendor will remove the waste discarded in it from the premises at the end of the day at their own cost.
- The Contractor shall leave the Premises clean and vacant each day picking up market trash within the Premises and 100 feet outside of the market parameter.
- Set up and take down road and traffic equipment, only as approved by the City.
- Ensure facilities, equipment and utilities are in working order
- Contact the Police department related to parking violations that impact market operations
- Report any damage to premises or vendor or customer accident to the City via the incident report

### **EXHIBIT C: CITY RESPONSIBILITIES**

- Provide traffic control and safety equipment as needed to close the street for the market
- Provide access to hydrant for water and to the electrical outlets on the light poles as needed
- Promote the market through the city's media outlets
- Identify a city staff market liaison to work with the market contractor
- Waive the special event permit fee



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** City Engineer Max Phan , Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Local Agency Agreement (LAA) Supplement 1 with WSDOT for the 88<sup>th</sup> ST NE Corridor Improvement Project (revised)

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the Local Agency Agreement No. LA10348 Supplement No. 1, as revised, with WSDOT thereby securing right-of-way funds for the 88<sup>th</sup> St NE Corridor Improvements Project – Phase 1.

**SUMMARY:** On February 13, 2023 Council authorized a Local Agency Agreement (LAA) Supplement 1, to obligate federal funds for the implementation of the right-of-way (ROW) phase for the 88<sup>th</sup> ST NE project. In preparation for approval of the supplement, WSDOT Local Programs and City staff performed several reviews to ensure concurrence. However, after Council authorization, and during final review for execution of the supplement by WSDOT Headquarters, it was found that several clarifications needed to be made, to more correctly correspond to the total amounts obligated for both City and Federal funds. Therefore WSDOT requests that the LAA supplement be revised for final approval. The LAA has subsequently been revised to include these corrections. These corrections do not alter the total share amounts obligated for City and Federal funds that were approved on February 13, 2023.

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**ATTACHMENTS:**

LAA SUPP 1\_REFERENCE\_SIGNED 02-17-23.pdf

LAA\_SUPP 1\_PHASE 1\_88th ROW\_REVISED\_03-22-23.pdf



Agency City of Marysville		Supplement Number 1
Federal Aid Project Number STPUS-2670(001)	Agreement Number LA10348	CFDA No. <b>20.205</b> - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name 88th\_ST\_NE\_Corridor\_Improvements

Length 0.8 miles

Termini State Avenue and 55th Avenue NE

**Description of Work**  No Change

Upgrade existing 2 lane roadway to 3 lanes, including bicycle and pedestrian shared use path facilities, curb and gutter, sidewalk, landscape strip, illumination, intersection improvements, and drainage improvements, from State to 55th Avenue on 88th.

**Reason for Supplement**

The project ROW will be phased as (2) separate actions. The first ROW phase will be completed per this supplement. The second ROW phase will be complete the rest of the corridor improvements, between 55th Avenue and 67th Avenue, under a sep. agreement.

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date 06/01/2029

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00	0.00	0.00
Right of Way 86.5 %	f. Agency	280,613.00	-180,613.00	100,000.00	13,500.00	86,500.00
	g. Other Acquisition - Non Participating	2,790,386.00	-1,758,366.00	1,032,020.00	1,032,020.00	
Federal Aid Participation Ratio for RW	h. Other Acquisition - Participating	1,798,000.00	-358,116.00	1,439,884.00	194,384.00	1,245,500.00
	i. Consultant		500,000.00	500,000.00	500,000.00	
	j. Total R/W Cost Estimate (f+g+h+i)	4,868,999.00	-1,797,095.00	3,071,904.00	1,739,904.00	1,332,000.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)		4,868,999.00	-1,797,095.00	3,071,904.00	1,739,904.00	1,332,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

**Washington State Department of Transportation**

By *[Signature]*  
Title Mayor  
Agency Date 2/17/23

By  
Director, Local Program  
Date Executed

Agency City of Marysville		Supplement Number 1
Federal Aid Project Number STPUS-2670(001)	Agreement Number LA10348	CFDA No. <b>20.205</b> - Highway Planning and Construction

## VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The Agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

## VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

## IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
  - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.





Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. <b>20.205</b> - Highway Planning and Construction

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# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Planner Angela Gemmer, Community Development

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** repealing *Appendix A* of the *Lakewood Neighborhood Master Plan*, and the current Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, and adopting a new Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, which incorporates the provisions of both *Appendix A* and the current Chapter 22C.065, and associated amendments.

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

**SUMMARY:** The Marysville City Council adopted the [Lakewood Neighborhood Master Plan \(LNMP\)](#) on March 27, 2017 via [Ordinance 3053](#). The LNMP sets forth road and pedestrian network, infrastructure, and site and building design standards for the LNMP Area which is generally bounded by the northern city limits, Interstate 5 to the east, 140<sup>th</sup> Street NE to the south, and the Burlington Northern Santa Fe (BNSF) railway to the west. The LNMP also includes the Lakewood School District complex and a limited number of parcels along 172<sup>nd</sup> Street NE (see Exhibit 1).

Currently the LNMP is a standalone document and the site and building design standards set forth in *Appendix A* of the *LNMP* are proposed to be incorporated into [MMC Chapter 22C.065 Lakewood Neighborhood Master Plan Area – Design Requirements](#). Incorporating site and building design standards in code will be more user-friendly for applicants and make administration of these standards easier for staff since fewer documents will need to be referenced during review.

The following associated amendments are also proposed:

- Eliminate unnecessary language in the applicability section;
- Refine the description of the LNMP location;
- Update the Lakewood Neighborhood Master Plan Map to look more consistent with other maps within the Unified Development Code (UDC) including an updated logo;
- Increase the front yard residential fence height allowance from 3 to 4 feet in response to concerns expressed from the community and applicants regarding the safety and security of pets and children, and also to provide for internal consistency on fence height within the LNMP (certain sections allow a 4 foot fence in front yards and along trails while other sections have a 3 foot fence height). An exemption for higher fences along open space areas at the director's discretion is also proposed;
- Eliminate the following provisions from the LNMP and direct the reader to use the comparable provisions in the UDC:
  - Zero lot lines;
  - Cottage housing developments (note: the current provisions in the UDC are more comprehensive);
  - Vehicular access and parking location requirements (both residential and commercial sections);
  - Community open space and recreation space requirements (residential section. Note: the requirement in the LNMP for 30 percent of the site to be landscaped open space is proposed to be eliminated from residential zones since 30 percent of the site is already required to be pervious surface per the residential dimensional standards in code. The requirement for at least 200 square feet per unit is also proposed to be eliminated as the requirement for open space equal to 20 percent of the gross floor area of the building generally results in more open space. Also, an amendment is proposed to allow infill lots to use side and rear setbacks to contribute to open space if the setback provides functional or recreational area);
  - Townhouse open space;
  - Maintenance and dedication of open space (both residential and commercial sections);
  - On-site recreation – fee in lieu of open space (both residential and commercial sections);
  - Residential storage space and collection points for recyclables; and
  - Gas station design standards. The provisions in MMC 22C.020.265 will incorporate relevant provisions from the LNMP and omit others which

are no longer needed.

- Add discretionary language to MMC 22C.010.350, *On-site recreation – Fee in lieu of open space or recreation area*, and 22C.020.300, *On-site recreation – Fee in lieu of open space or recreation space*, to allow the Community Development Director to determine when it is appropriate to accept fee in lieu of providing on-site open space;
- Omit an incorrect reference to industrial developments in MMC 22C.010.370, *Storage space and collection points for recyclables*; and
- Add a reference to the cottage housing development standards to indicate that cottage housing is allowed in residential zones in the *Lakewood Neighborhood Master Plan*.

At the Public Hearing on March 14, 2023, the Planning Commission made a recommendation to the City Council to repeal *Appendix A* of the *Lakewood Neighborhood Master Plan*, and the current Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, and adopt a new Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, which will incorporate the provisions of both *Appendix A* and the current Chapter 22C.065 along with the amendments noted above, by Ordinance.

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**ATTACHMENTS:**

[Memo and exhibits re. Lakewood Neighborhood Master Plan and associated amendments](#)  
[Ordinance Lakewood Neighborhood Master Plan and associated amendments](#)

## MEMORANDUM

**DATE:** March 28, 2023

**TO:** City Council

**FROM:** Angela Gemmer, Principal Planner

**SUBJECT:** Lakewood Neighborhood Master Plan (LNMP) Migrate to Unified Development Code

**ECC:** Haylie Miller, Community Development Director  
Chris Holland, Planning Manager

**Exhibit 1:** Lakewood Neighborhood Master Plan Map

**Exhibit 2:** PC Recommendation

**Exhibit 3:** Planning Commission minutes – February 21 and March 14, 2023

The Marysville City Council adopted the [Lakewood Neighborhood Master Plan](#) (LNMP) on March 27, 2017 via [Ordinance 3053](#). The LNMP sets forth road and pedestrian network, infrastructure, and site and building design standards for the LNMP Area which is generally bounded by the northern city limits, Interstate 5 to the east, 140<sup>th</sup> Street NE to the south, and the Burlington Northern Santa Fe (BNSF) railway to the west. The LNMP also includes the Lakewood School District complex and a limited number of parcels along 172<sup>nd</sup> Street NE (see Exhibit 1).

Currently the LNMP is a standalone document and the site and building design standards set forth in *Appendix A* of the LNMP are proposed to be incorporated into [MMC Chapter 22C.065 Lakewood Neighborhood Master Plan Area – Design Requirements](#). Incorporating site and building design standards in code will be more user-friendly for applicants and make administration of these standards easier for staff since fewer documents will need to be referenced during review.

The following associated amendments are also proposed:

- Eliminate unnecessary language in the applicability section;
- Refine the description of the LNMP location;
- Update the Lakewood Neighborhood Master Plan Map to look more consistent with other maps within the Unified Development Code (UDC) including an updated logo;
- Increase the front yard residential fence height allowance from 3 to 4 feet in response to concerns expressed from the community and applicants regarding the safety and security of pets and children, and also to provide for internal consistency on fence height within the LNMP (certain sections allow a 4 foot fence in front yards and along trails while other sections have a 3 foot fence height). An exemption for higher fences along open space areas at the director’s discretion is also proposed;
- Eliminate the following provisions from the LNMP and direct the reader to use the comparable provisions in the UDC:
  - Zero lot lines;
  - Cottage housing developments (note: the current provisions in the UDC are more comprehensive);
  - Vehicular access and parking location requirements (both residential and commercial sections);
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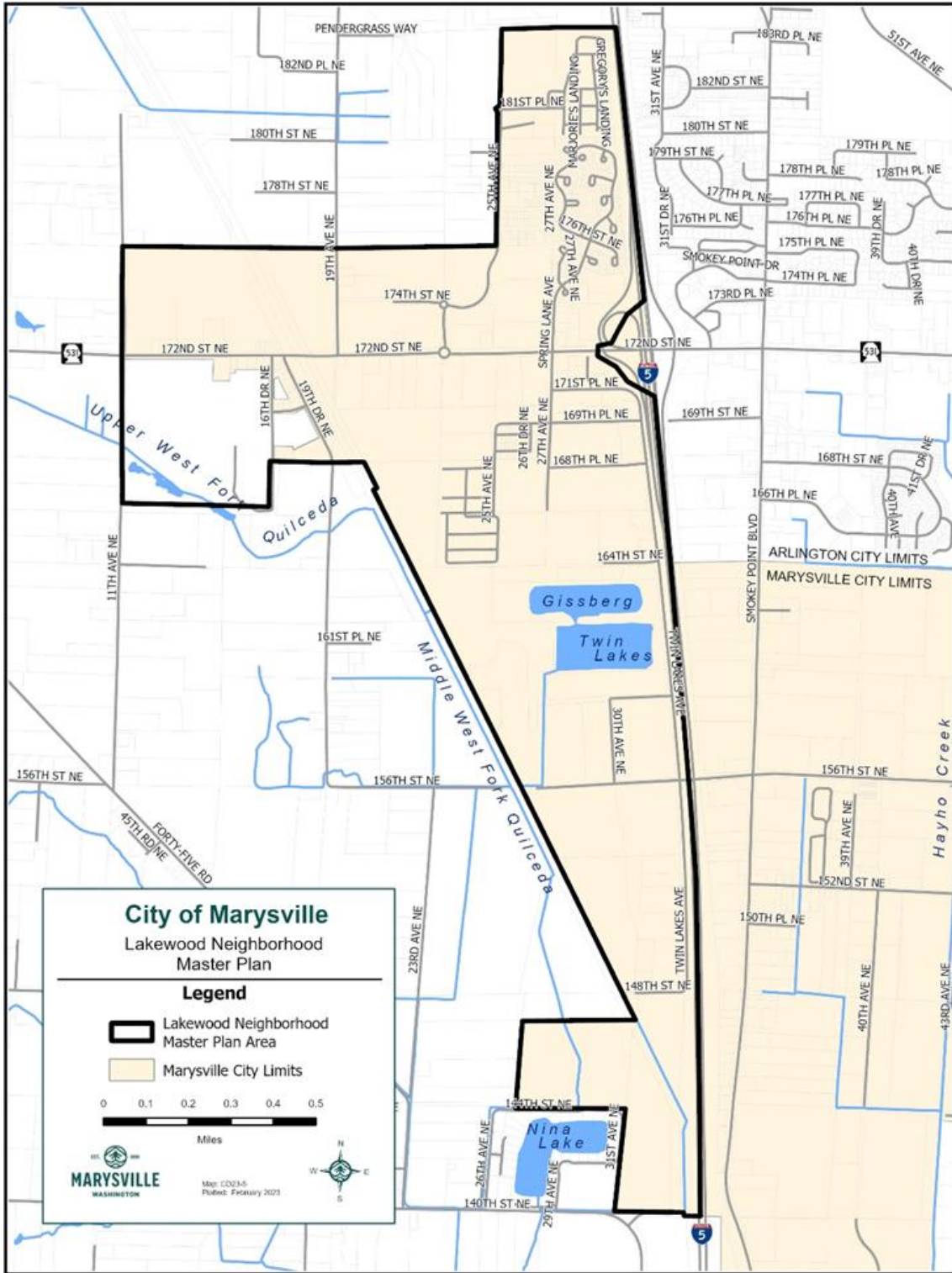
proposed to be eliminated from residential zones since 30 percent of the site is already required to be pervious surface per the residential dimensional standards in code. The requirement for at least 200 square feet per unit is also proposed to be eliminated as the requirement for open space equal to 20 percent of the gross floor area of the building generally results in more open space. Also, an amendment is proposed to allow infill lots to use side and rear setbacks to contribute to open space if the setback provides functional or recreational area);

- Townhouse open space;
- Maintenance and dedication of open space (both residential and commercial sections);
- On-site recreation – fee in lieu of open space (both residential and commercial sections);
- Residential storage space and collection points for recyclables; and
- Gas station design standards. The provisions in MMC 22C.020.265 will incorporate relevant provisions from the LNMP and omit others which are no longer needed.
- Add discretionary language to MMC 22C.010.350, *On-site recreation – Fee in lieu of open space or recreation area*, and 22C.020.300, *On-site recreation – Fee in lieu of open space or recreation space*, to allow the Community Development Director to determine when it is appropriate to accept fee in lieu of providing on-site open space;
- Omit an incorrect reference to industrial developments in MMC 22C.010.370, *Storage space and collection points for recyclables*; and
- Add a reference to the cottage housing development standards to indicate that cottage housing is allowed in residential zones in the *Lakewood Neighborhood Master Plan*.

At the Public Hearing on March 14, 2023, the Planning Commission made a recommendation to the City Council to repeal *Appendix A* of the *Lakewood Neighborhood Master Plan*, and the current Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, and adopt a new Chapter 22C.065, *Lakewood Neighborhood Master Plan Area – Design Requirements*, which will incorporate the provisions of both *Appendix A* and the current Chapter 22C.065 along with the amendments noted above, by Ordinance.



# Exhibit 1



## Exhibit 2



COMMUNITY DEVELOPMENT DEPARTMENT  
501 Delta Avenue ♦ Marysville, WA 98270 ♦ (360) 363-8100

### PC Recommendation - Lakewood Neighborhood Master Plan Design Standards

The Planning Commission of the City of Marysville, having held a public hearing on March 14, 2023, in review of amendments to the *Lakewood Neighborhood Master Plan (LNMP) Design Standards*, including repealing *Appendix A – Design Standards* of the *Lakewood Neighborhood Master Plan* and incorporating the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and associated amendments to the *Unified Development Code*, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

#### FINDINGS:

1. The Planning Commission held a public work session in review of incorporating the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and associated minor amendments to the *Unified Development Code*, on February 21, 2023.
2. The proposed amendments incorporating the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and associated minor amendments to the *Unified Development Code*, are exempt from State Environmental Policy Act review per WAC 197-11-800(19).
3. Community Development staff submitted to the Department of Commerce (DOC) the DRAFT amendments relating to incorporating the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and associated minor amendments to the *Unified Development Code*, for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the DOC acknowledging receipt of the DRAFT amendments related to incorporating the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and associated minor amendments to the *Unified Development Code*, on February 28, 2023 and processed with Submittal ID 2023-S-4823. No comments were received from State agencies.
5. The Planning Commission accepted public comments throughout the review process and took into consideration testimony received from staff at the public at the duly advertised public hearing held on March 14, 2023.

#### CONCLUSION:

At the public hearing, the Planning Commission recommended repealing *Appendix A – Design Standards* of the *Lakewood Neighborhood Master Plan* and incorporating the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and amending associated provisions in the *Unified Development Code*.

#### RECOMMENDATION:

Forwarded to City Council as a recommendation to repeal *Appendix A – Design Standards* of the *Lakewood Neighborhood Master Plan* and incorporate the *Lakewood Neighborhood Master Plan Design Standards* into MMC Chapter 22C.065 *Lakewood Neighborhood Master Plan Area – Design Requirements*, and associated amendments to the *Unified Development Code*, by the Marysville Planning Commission this 14<sup>th</sup> day of March 2023.

By:

  
Steve Leifer, Planning Commission Chair

## Exhibit 3

Planning  
Commission



501 Delta Ave  
Marysville, WA 98270

### Meeting Minutes February 21, 2023

#### ROLL CALL

Chair Leifer called the meeting to order at 6:30 p.m. noting that all commissioners were present, and no one was in the audience.

#### Present:

Commissioners: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Shanon Jordan, Commissioner Jerry Andes, Commissioner Zebo Zhu, Commissioner Roger Hoen, Commissioner Kristen Michal

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer

#### APPROVAL OF MINUTES (January 24, 2023)

**Motion** to approve the minutes of the January 24, 2023 meeting as presented moved by Commissioner Roger Hoen, seconded by Vice Chair Brandon Whitaker.

**AYES: ALL**

#### AUDIENCE PARTICIPATION (for topics not on the agenda)

None

#### PUBLIC HEARINGS

##### Community Business (CB) Zone Amendments

Director Miller introduced this item which has been discussed in depth with the Planning Commission. Staff recommends that the CB zone density be modified to allow for a base density of 12 units per net acre with the ability to increase density up to 18 units per net acre by utilizing Residential Density Incentives (RDI) as outlined in a proposed amendment to MMC 22C.020.070(4) (see Exhibit 1). Staff believes that this allows for a

moderate amount of density while maintaining the original intent of the CB zone which is to be primarily commercial in nature.

Staff further recommends that Option 1 (Exhibit 3) be considered. This would allow an applicant to pursue a horizontal mixed-use development within the Community Business zone in the Lakewood Neighborhood Planning Area subject to approval of a developer agreement by City Council. Alternatively, the applicant may elect to utilize the underlying zoning which allows for vertical mixed use with commercial uses on the ground level. As proposed, the density range permitted would be from 12- 18 units per acre.

Feedback from the EDC (Economic Development Committee) was that the staff might want to consider establishing a minimum amount of commercial that is required with the development agreement. Staff is not opposed to that but drafted this to be very flexible.

Commissioner Andes asked if they spoke with the Tribes about this. Director Miller said the Tribes did not want a master plan for the area. She did not think that a developer agreement would be an issue for them because it just adds another option and more flexibility.

Vice Chair Whitaker asked what the current height limit is. Director Miller replied it is 55 feet, but you can go a little taller for a larger property. Vice Chair Whitaker asked about the height for 18 units per acre. Director Miller thought it would be three or four stories.

The public hearing was opened at 6:41 p.m. Seeing no one present from the public, the hearing was closed at 6:42 p.m.

Chair Leifer said he thinks it is a mistake not to allow unlimited multifamily with the caveat that the bottom floor is built out 100% commercial.

Vice Chair Whitaker said he thinks it is reasonable to match the density with the Lodge nearby and to take advantage of the location close to I-5 and transportation corridors. He was willing to consider increasing the maximum density.

Director Miller noted the next highest density would be 27 units per acre with a base density of 18 units per acre. There was discussion about whether a hotel would be feasible. Director Miller replied that it would be allowed.

Commissioner Jordan asked what they are going to do about traffic in the area if the interchange doesn't happen. Director Miller acknowledged this would be something they would need to keep lobbying for. Commissioner Jordan thought up to 27 units per acre was a good compromise as long as someone who wants to do a hotel can go up to 55 feet.

Commissioner Michal asked about the background on this. Director Miller explained the intent of the area was originally to be commercial but there had been concerns about

developers wanting to do exclusively multifamily. The idea of limiting the number of units was because Council wanted to keep the focus on commercial for this area. Staff feels like some of these concerns are addressed with the developer agreement language and the guidance on density. Chair Leifer stressed that they need to specify that 100% of the ground floor would be required to be commercial. Director Miller noted that the code currently states that, and they are not proposing to change that language. They are only proposing to change the density.

Commissioner Jordan commented that parking for higher density buildings would be an issue. Director Miller agreed. She noted that parking would not be allowed on the first floor. The intent of the zone is commercial use, not multifamily buildings with parking underneath. The residential parking would need to be surface level. This would be a limiting factor for multifamily. Chair Leifer asked if a parking structure would be allowed. Director Miller thought that could be considered. Chair Leifer recommended not limiting the height so they could get the same number of units in a smaller footprint. Then the additional space could be used for parking.

**Motion** to recommend that the CB zone density be modified to allow for a base density of 18 units per acre with the ability to increase density up to 27 units per acre by utilizing Residential Density Incentives (RDI) with the understanding that 100% commercial remain on the bottom floor and recommend that Option 1 (Exhibit 3) be considered which would allow an applicant to pursue a horizontal mixed-use development within the Community Business zone in the Lakewood Neighborhood Planning Area subject to approval of a developer agreement by City Council moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

### **Downtown Commercial Zone – Reestablishment Amendments**

Principal Planner Gemmer reviewed the proposal to re-establish the Downtown Commercial Zone. There is also a proposal to eliminate obsolete code references pertaining to the Business Park (BP) zone and reestablish the administrative parking deviation for the Mixed-Use zone within the Downtown Planning Area 1 set forth in Section 22C.040.040 of Chapter 22C.040. Staff also recommended eliminating the quasi legal description of Washington Trucking from a footnote in the permitted uses matrices pertaining to Essential Public Facilities in the General Industrial zone.

Chair Leifer opened the public hearing at 7:16 p.m. There was no one present in the audience and no public testimony. The public testimony portion of the public hearing was closed at 7:17 p.m.

There was some confusion about the numbering of the pages in the document. Principal Planner Gemmer thought it was just a formatting issue but stated she would ensure that was the case.

**Motion** to recommend approval of the reestablishment of the Downtown Commercial Zone and related amendments moved by Vice Chair Brandon Whitaker seconded by Commissioner Shanon Jordan.

**AYES: ALL**

## **NEW BUSINESS**

### **Lakewood Neighborhood Master Plan – Integrate into UDC and amendments**

Principal Planner Gemmer reviewed this item. Currently the LNMP is a standalone document and is proposed to be incorporated into MMC Chapter 22C.065 Lakewood Neighborhood Master Plan Area – Design Requirements. Incorporating site and building design standards in code will be more user-friendly for applicants and make administration of these standards easier for staff since fewer documents will need to be referenced during review.

The following associated amendments are also proposed:

- Update the Lakewood Neighborhood Master Plan Map to look more consistent with other maps within the Unified Development Code (UDC) including an updated logo (note: this change is pending);
- Eliminate the following provisions from the LNMP and direct the reader to use the comparable provisions in the UDC:
  - Zero lot lines;
  - Cottage housing developments (note: the current provisions in the UDC are more comprehensive);
  - Maintenance and dedication of open space (both residential and commercial sections);
  - On-site recreation – fee in lieu of open space (both residential and commercial sections); and
  - Residential storage space and collection points for recyclables.
- Add discretionary language to MMC 22C.010.350, On-site recreation – Fee in lieu of open space or recreation area, and 22C.020.300, On-site recreation – Fee in lieu of open space or recreation space, to allow the Community Development Director to determine when it is appropriate to accept fee in lieu of providing on-site open space;
- Omit an incorrect reference to industrial developments in MMC 22C.010.370, Storage space and collection points for recyclables; and
- Add a reference to the cottage housing development standards to indicate that cottage housing is allowed in residential zones in the Lakewood Neighborhood Master Plan.

Staff requests that a hearing date be established for the first meeting in March.

**Motion** to set a public hearing regarding integrating the Lakewood Neighborhood Master Plan into UDC and related amendments for the first meeting in March moved by Vice Chair Brandon Whitaker seconded by Commissioner Zebo Zhu.

**AYES: ALL**

**DIRECTOR'S COMMENTS**

Principal Planner Gemmer will be contacting planning commissioners to see which electronic devices they need in order to go paper free.

Director Miller noted that the February 28 meeting will be cancelled. The next meeting will be on March 14.

**ADJOURNMENT**

**Motion** to adjourn the meeting at 7:32 p.m. moved by Vice Chair Brandon Whitaker seconded by Commissioner Shanon Jordan.

**AYES: ALL**

*Angela Gemmer for* \_\_\_\_\_  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – March 14, 2023**

**Planning  
Commission**



**501 Delta Ave  
Marysville, WA 98270**

**Meeting Minutes  
March 14, 2023**

**ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Commissioner Andes.

Present:

Commission: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Shanon Jordan, Commissioner Zebo Zhu, Commissioner Roger Hoen, Commissioner Kristen Michal

Absent: Commissioner Jerry Andes (excused)

Staff: Principal Planner Angela Gemmer

**APPROVAL OF MINUTES (February 21, 2023)**

**Motion** to approve the minutes of the February 21, 2023 meeting as presented moved by Commissioner Roger Hoen, seconded by Commissioner Zebo Zhu.

**AYES: ALL**

**AUDIENCE PARTICIPATION (for topics not on the agenda)**

None

**PUBLIC HEARINGS**

**Lakewood Neighborhood Master Plan**

Principal Planner Angela Gemmer reviewed the Lakewood Neighborhood Master Plan (LNMP) amendments. Currently the LNMP is a standalone document and is proposed to be incorporated into MMC Chapter 22C.065 Lakewood Neighborhood Master Plan Area – Design Requirements. Incorporating site and building design standards in code



will be more user-friendly for applicants and make administration of these standards easier for staff since fewer documents will need to be referenced during review.

The following associated amendments are also proposed:

- Eliminate unnecessary language in the applicability section;
- Refine the description of the LNMP location;
- Update the Lakewood Neighborhood Master Plan Map to look more consistent with other maps within the Unified Development Code (UDC) including an updated logo;
- Increase the front yard residential fence height allowance from 3 to 4 feet to promote internal consistency within the LNMP standards and to address feedback received from citizens and the development community regarding the short front yard fence height, and allow an exemption for higher fences along open space areas at the director's discretion;
- Eliminate the following provisions from the LNMP and direct the reader to use the comparable provisions in the UDC:
  - Zero lot lines;
  - Cottage housing developments;
  - Vehicular access and parking location requirements (both residential and commercial sections);
  - Community open space and recreation space requirements (residential section. Note: the requirement in the LNMP for 30 percent of the site to be landscaped open space is proposed to be eliminated from residential zones since 30 percent of the site is already required to be pervious surface per the residential dimensional standards in code. Also, an amendment is proposed to allow infill lots to use side and rear setbacks to contribute to open space if the setback provides functional leisure or recreational area);
  - Maintenance and dedication of open space (both residential and commercial sections);
  - On-site recreation – fee in lieu of open space (both residential and commercial sections);
  - Residential storage space and collection points for recyclables; and
  - Gas station design standards to incorporate relevant provisions from the LNMP and omit others which are no longer needed.
- Add discretionary language to the fee in lieu of open space or recreation area requirement to allow the Community Development Director to determine when it is appropriate to accept fee in lieu of providing on-site open space;
- Omit an incorrect reference to industrial developments in the storage space and collection points for recyclables code;
- Add a reference to the cottage housing development standards to indicate that cottage housing is allowed in residential zones in the Lakewood Neighborhood Master Plan.

Staff is requesting that Planning Commission make a recommendation of approval of the proposed amendments to City Council.

Chair Leifer asked if any of the cottage housing standards have been lost in this transition. Principal Planner Gemmer explained that the cottage housing standards in the LNMP are out of date and more limited. Staff is proposing to keep the most recent, more robust cottage housing code in the UDC.

Commissioner Whitaker asked if this is generally a housekeeping effort. Ms. Gemmer confirmed that it is mainly cleanup. There are no new codes, but there is a reconciling of the standalone document with the underlying code.

Commissioner Michal asked if the fence height standard would just be in Lakewood. Ms. Gemmer replied it would just be in Lakewood.

The public hearing was opened at 6:54 p.m., and public comments were solicited. There were none. The public hearing was closed at 6:55 p.m.

**Motion** to forward the proposed amendments to the Lakewood Neighborhood Master Plan (LNMP) migration into the UDC and repeal of applicable design standards in the LNMP (Appendix A) to City Council with a recommendation for approval moved by Commissioner Roger Hoen seconded by Commissioner Kristen Michal.

**AYES: ALL**

## **NEW BUSINESS**

### **Essential Public Facilities - Recommended Site Map Amendment**

Principal Planner Gemmer reviewed this proposal to update the map to remove the Washington Trucking property from the recommended Essential Public Facility sites.

Chair Leifer asked for clarification on the area they were talking about. Ms. Gemmer reviewed the background on this property and the area under discussion.

Commissioner Whitaker pointed out that the map doesn't show the 1st Street bypass. Ms. Gemmer stated she would have that updated.

Commissioner Hoen asked if there are any improvements planned for this entrance area to the City. Ms. Gemmer replied that everything west of SR 529 is designated as General Industrial on the maps, but most of it is critical areas and floodplains. The only piece in this vicinity that likely has any development potential is the upland portion of the Washington Trucking property.

Commissioner Whitaker asked if the EPF designation gives the City the ability to buy the property to use. Ms. Gemmer did not think it related to an eminent domain type situation. She indicated she could check with the city attorney.

Chair Leifer asked if EPF facilities are generally perceived as undesirable. Ms. Gemmer explained that they are important uses but surrounding neighbors might perceive them as undesirable. They are generally harder to site due to scale and potential impacts to others.

**Motion** to set a public hearing regarding Essential Public Facilities - Recommended Site Map Amendment on March 28 moved by Commissioner Brandon Whitaker, seconded by Commissioner Zebo Zhu.

**AYES: ALL**

### **DIRECTOR'S COMMENTS**

None

### **ADJOURNMENT**

Commissioner Hoen asked about changes regarding the housing code being proposed in Olympia. Ms. Gemmer explained that the state legislature is very concerned about affordable housing as they all are. The State's proposed solution for certain sized jurisdictions is to allow for other housing types such as duplexes, triplexes, and fourplexes in single family zones. Some areas would allow up to six houses on a lot. She explained that these changes could be significant if they are passed. Staff will be watching this closely. There was some discussion about the origins and intentions of the proposed legislation.

The meeting was adjourned at 7:22 p.m.

**NEXT MEETING – March 28, 2023**

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE CITY'S LAND USE STANDARDS AND UNIFIED DEVELOPMENT CODE (MMC TITLE 22), REPEALING APPENDIX A OF THE LAKEWOOD NEIGHBORHOOD MASTER PLAN AND MMC CHAPTER 22C.065, LAKEWOOD NEIGHBORHOOD MASTER PLAN – DESIGN REQUIREMENTS, ADOPTING A NEW MMC CHAPTER 22C.065, LAKEWOOD NEIGHBORHOOD MASTER PLAN – DESIGN REQUIREMENTS, INCORPORATING THE DESIGN STANDARDS INTO THE MMC RATHER THAN HAVING A STANDALONE DESIGN STANDARDS DOCUMENT TO REFERENCE, AND AMENDING MARYSVILLE MUNICIPAL CODE (MMC) SECTIONS 22C.010.280, 22C.010.300, 22C.010.320, 22C.010.330, 22C.010.350, 22C.010.370, 22C.020.260, 22C.020.265, 22C.020.270, AND 22C.020.300**

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

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

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

**WHEREAS**, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

**WHEREAS**, currently the Design Standards for the *Lakewood Neighborhood Master Plan* are set forth in Appendix A of the *Lakewood Neighborhood Master Plan*, a standalone document, and are not set forth in the Marysville Municipal Code directly; and

**WHEREAS**, incorporating the standards contained in the *Lakewood Neighborhood Master Plan* into the Marysville Municipal Code would promote more efficient review of projects within the Lakewood Neighborhood Area; and

**WHEREAS**, the City's development regulations are proposed to be amended by repealing Appendix A of the Lakewood Neighborhood Master Plan and the current Chapter 22C.065 MMC, *Lakewood Neighborhood Master Plan – Design Requirements*, and adopting a new Chapter 22C.065 MMC, *Lakewood Neighborhood Master Plan – Design Requirements* and associated amendments to the Unified Development Code (the "Proposed Amendments"); 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 of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on February 28, 2023 (Material ID 2023-S-4823) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

**WHEREAS**, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1).

**WHEREAS**, during a public meeting on February 21, 2023, the Planning Commission discussed the Proposed Amendments; and

**WHEREAS**, on March 14, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the Proposed Amendments; 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**, during the public meeting on April 10, 2023, the City Council discussed the Proposed Amendments; and

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

**Section 1. Repeal of Appendix A of the LNMP.** *Appendix A – Design Standards of the Lakewood Neighborhood Master Plan is repealed.*

**Section 2. Repeal of Chapter 22C.065 MMC.** Chapter 22C.065 MMC, entitled Lakewood Neighborhood Master Plan – Design Requirements, is repealed.

**Section 3. Adoption of new Chapter 22C.065 MMC.** MMC Chapter 22C.065, entitled Lakewood Neighborhood Master Plan – Design Requirements, is hereby adopted as set forth in **Exhibit A.**

**Section 4. Amendment of Municipal Code Section 22C.010.280.** MMC Section 22C.010.280, entitled Cottage housing developments, is hereby amended as set forth in **Exhibit B.**

**Section 5. Amendment of Municipal Code Section 22C.010.300.** MMC Section 22C.010.300, entitled Commercial, multiple-family, townhome, and group residences – Vehicular access and parking location, is amended as set forth in **Exhibit C.**

**Section 6. Amendment of Municipal Code Section 22C.010.320.** MMC Section 22C.010.320, entitled Open space and recreation space required, is hereby amended as set forth in **Exhibit D.**

**Section 7. Amendment of Municipal Code Section 22C.010.330.** MMC Section 22C.010.330, entitled Townhouse open space, is hereby amended as set forth in **Exhibit E.**

**Section 8. Amendment of Municipal Code Section 22C.010.350.** MMC Section 22C.010.350, entitled On-site recreation – Fee in lieu of open space or recreation area, is hereby amended as set forth in **Exhibit F**.

**Section 9. Amendment of Municipal Code Section 22C.010.370.** MMC Section 22C.010.370, entitled Storage space and collection points for recyclables, is hereby amended as set forth in **Exhibit G**.

**Section 10. Amendment of Municipal Code Section 22C.020.260.** MMC Section 22C.020.260, entitled Commercial, multiple-family, townhome and group residences – Vehicular access and parking location, is hereby amended as set forth in **Exhibit H**.

**Section 11. Amendment of Municipal Code Section 22C.020.265.** MMC Section 22C.020.265, entitled Design standards for gas stations, convenience stores, car washes and similar uses, is hereby amended as set forth in **Exhibit I**.

**Section 12. Amendment of Municipal Code Section 22C.020.270.** MMC Section 22C.020.270, entitled Open space and recreation space required, is hereby amended as set forth in **Exhibit J**.

**Section 13. Amendment of Municipal Code Section 22C.020.300.** MMC Section 22C.020.300, entitled On-site recreation – Fee in lieu of open space or recreation space, is hereby amended as set forth in **Exhibit K**.

**Section 14. Required Findings.** The amendments to MMC Title 22 (consisting of amendments to MMC Sections 22A.020.160, 22G.080.100, 22G.090.040 and 22G.090.060 are consistent with the following required findings of MMC 22G.010.520:

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

**Section 15. Amendment Tracking.** MMC Section 22A.010.160, entitled “Amendments,” is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

**“22A.010.160 Amendments.**

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Lakewood Neighborhood Master Plan Amendments	_____, 2023”

**Section 16. 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 17. Corrections.** 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 18. 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 \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

Attest:

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

Approved as to form:

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

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

## EXHIBIT A

### Chapter 22C.065

#### Lakewood Neighborhood Master Plan Area – Design Standards

##### Article I.

22C.065.010  
22C.065.020  
22C.065.030

##### Purpose and Applicability

Purpose.  
Applicability.  
Location.

##### Article II.

22C.065.040  
22C.065.050

##### Residential Uses

Site and building design standards.  
Multiple-family, townhomes, and group residences – vehicular access and parking location.  
Single-family and duplex dwelling development standards.  
Community open space and recreation space required.  
Townhouse open space.  
Maintenance or dedication of open space.  
On-site recreation – Fee in lieu of open space.  
Storage space and collection points for recyclables.  
Fences.  
Street connectivity.  
Service areas and mechanical equipment.  
Nonconforming situations.  
Parking and loading.  
Signs.  
Landscaping and screening.  
Planned residential developments.  
Zero lot line development.  
Cottage housing developments.

##### Article III.

22C.065.220  
22C.065.230  
22C.065.240

##### Commercial, Mixed-Use and Public Institutional Uses

Site and building design standards  
Commercial and mixed-use – vehicular access and parking location.  
Additional design standards for gas stations, convenience stores, car washes and similar uses.  
Non-residential open space requirements.  
Residential open space and recreation space required.  
Townhouse open space.  
Maintenance or dedication of open space.  
On-site recreation – fee in lieu of open space.  
Service areas and mechanical equipment.  
Fences.  
Special limitations in the business and commercial zones.  
Outdoor lighting.  
Street connectivity.  
Nonconforming situations.  
Parking and loading.  
Signs.  
Landscaping and screening.

##### Article IV.

22C.065.390

##### Decorative Street Lighting Standards

Decorative street lighting standards



## **ARTICLE I. PURPOSE AND APPLICABILITY**

### **22C.065.010 Purpose.**

The purpose of this chapter is to apply the design standards and guidelines in the Lakewood Neighborhood Master Plan, as adopted by Ordinance No. 3053, as legally required standards for all new construction in the Lakewood Neighborhood Master Plan Area (MPA). It is also the purpose of this chapter to:

- (1) Encourage the realization and creation of a desirable and aesthetic environment in the Lakewood Neighborhood MPA;
- (2) Encourage and promote development which features amenities and excellence in site planning, streetscape, building design and contribution to community charm;
- (3) Encourage creative approaches to the use of land and related physical developments;
- (4) Provide clear objectives for those embarking on the planning and design of projects in the Lakewood Neighborhood;
- (5) Increase awareness of design considerations among the citizens of the Lakewood Neighborhood; and
- (6) Bring the range of uses together by individual site plans that will:
  - (a) Demonstrate how the elements of the site relate to the street front;
  - (b) Provide for compatibility with adjacent land uses;
  - (c) Provide protection or mitigation of natural features;
  - (d) Enhance street fronts and street corners;
  - (e) Promote public safety;
  - (f) Incorporate service areas and storm water facilities in a nonobtrusive manner; and
  - (g) Provide convenient pedestrian and vehicle circulation connecting on-site activities with adjacent pedestrian routes and streets.

### **22C.065.020 Applicability**

- (1) Applicability.
  - (a) The design guidelines set forth in the Lakewood Neighborhood Master Plan, as adopted by Ordinance No. 3053, shall apply to all new construction in the Lakewood Neighborhood MPA, as depicted in Figure 1.
  - (b) The design guidelines shall be legally required standards, which shall be applied by the city to all development approvals and permits in the Lakewood Neighborhood MPA.
  - (c) The following activities shall be exempt from these standards and guidelines:
    - (i) Construction activities which do not require a building permit;
    - (ii) Interior remodels of existing structures;
    - (iii) Modifications or additions to existing multifamily, commercial, industrial, office and public properties when the modification or addition:
      - (A) Constitutes less than 10 percent of the existing horizontal square footage of the use or structure; and
      - (B) Constitutes less than 10 percent of the existing building's exterior facade.
  - (d) Where the standards in this chapter conflict with other standards outlined in MMC Title 22, Unified Development Code, the director shall determine which regulation applies based on which is more in the public interest and more consistent with the comprehensive plan.
- (2) Interpreting and Applying the Design Standards.

- (a) These standards capture the community visions and values as reflected in the comprehensive plan's neighborhood planning areas. The city's community development director retains full authority to determine whether a proposal meets these standards.
- (b) Within these standards, certain words are used to indicate the relative importance and priority the city places upon a particular standard.
  - (i) The words "shall," "must," "will," and "is/are required," or words with their equivalent meaning, mean that the development proposal must comply with the standard unless the director finds that:
    - (A) The standard is not applicable in the particular instance; or
    - (B) The development proposal meets the intent of the standards in some other manner.
  - (ii) The word "should," or words with its equivalent meaning, means that the development proposal will comply with the standard unless the director finds that:
    - (A) The standard is not applicable in the particular instance;
    - (B) The development proposal meets the intent of the standards in some other manner; or
    - (C) There is convincing evidence that applying the standard would not be in the public interest.
  - (iii) The words "is/are encouraged," "can," "consider," "help," and "allow," or words with their equivalent meaning, mean that the action or characteristic is allowed and will usually be viewed as a positive element in the city's review.
- (c) The project proponent may submit proposals that he/she feels meet the intent of the standards but not necessarily the specifics of one or more standards. In this case, the director will determine if the intent of the standard has been met.

**22C.065.030            Location.**

The Lakewood Neighborhood MPA encompasses Planning Area No. 11, as identified in Section 4, Land Use Element, of the Marysville Comprehensive Plan, and is generally bounded by the Burlington Northern Santa Fe railroad on the west, the city's urban growth area boundary north of 172nd Street NE, Interstate 5 on the east, and 140<sup>th</sup> Street NE on the south. Near 172nd Street NE, the planning area extends across the railroad to include Lakewood schools. At the south tip of Lakewood, the area again extends west of the railroad, as identified in Figure 1:

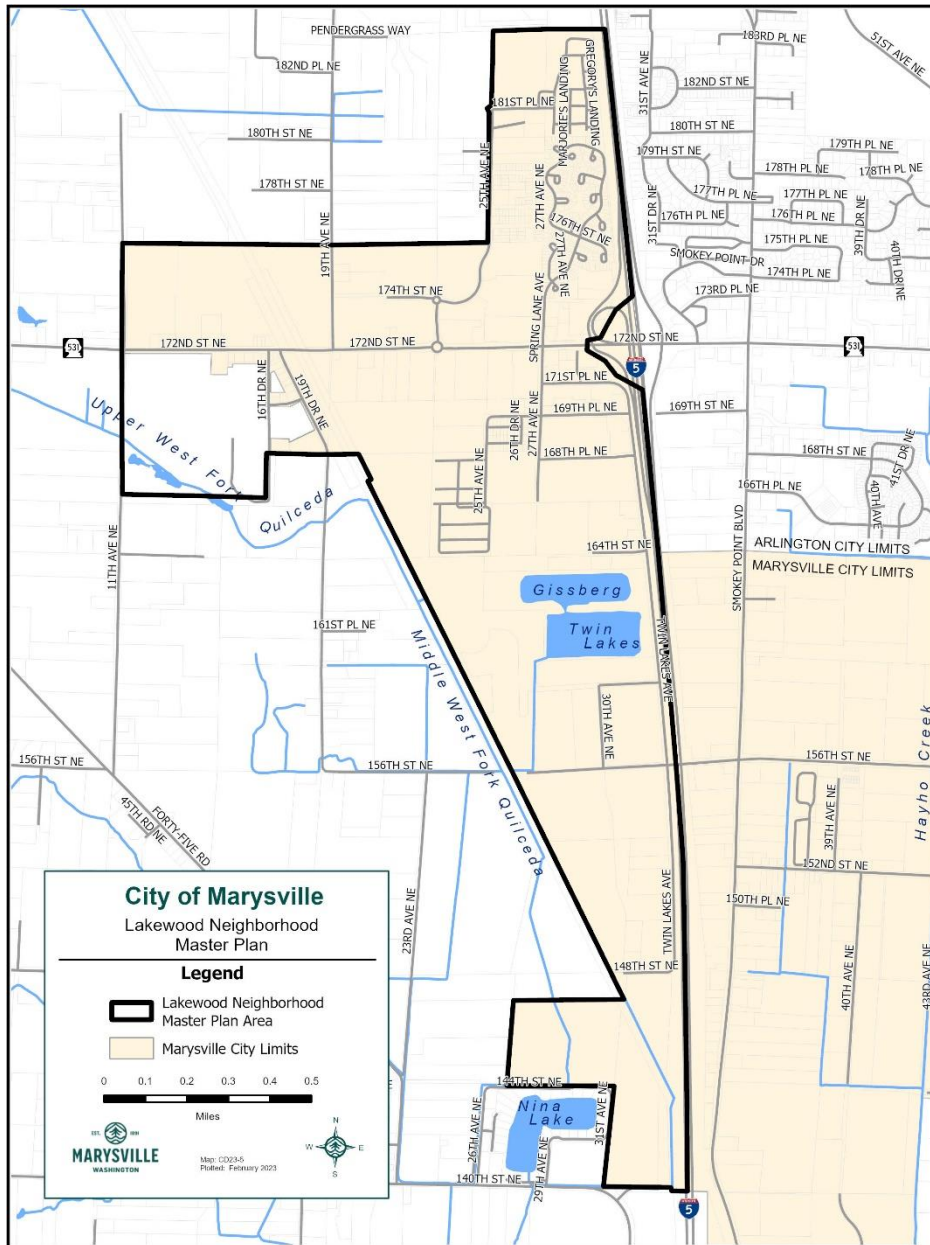
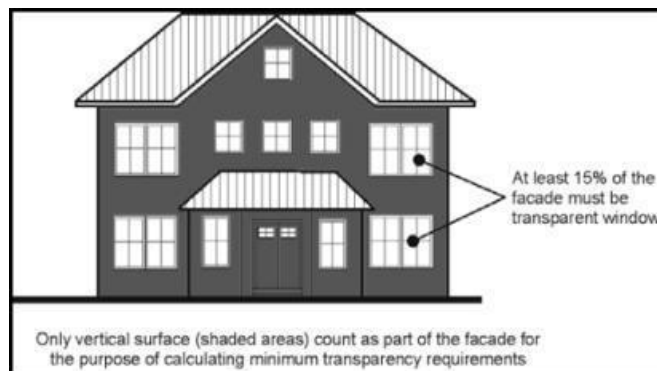


Figure 1 – Map of the Lakewood Neighborhood Master Plan Area.

**ARTICLE II. RESIDENTIAL STANDARDS AND DESIGN**

**22C.065.040 Site and building design standards.**

- (1) Applicability.
  - (a) Prior to submitting a building permit application, all development to which these standards apply shall be required to submit a site plan and elevations addressing the standards in this section for administrative review and approval by the community development director.
  - (b) The site and building design standards of this section apply to multifamily and townhome developments, whereas only subsections (2) and (4) of this section apply to single-family developments.
- (2) Relationship of Buildings to Site and Street Front and Open Space.
  - (a) The site shall be oriented and designed to create an attractive street edge and accommodate pedestrian access. The following provisions apply:
    - (i) The street edge shall be defined with buildings, landscaping or other features.
    - (ii) Primary building entrance(s) shall face the street unless it is not feasible due to parcel size, topography, environmental conditions, or other factors as determined by the director, and alternate design elements are incorporated into the facade which enliven the streetscape. Alternatively, for multifamily projects, building entries that face onto a courtyard which is oriented towards the street are acceptable. Multifamily residential buildings that face common open space shall also provide a prominent building entry facing the street conforming to provision (8) of this section.
    - (iii) Buildings with individual ground floor entries should face the street and/or common open space to the extent possible. Alternatively, for multifamily projects, configurations where entries face onto a courtyard or open space that is oriented to the street are acceptable.
    - (iv) Buildings shall provide windows that face the street to provide "eyes on the street" for safety. To meet this requirement, at least 15 percent of the facade facing the street shall be occupied by transparent windows or doors, see Figure 2.



*Figure 2 - Illustration of facade transparency requirements which enhance safety and the relationship to the street front.*

- (v) Provide for a sidewalk at least five feet wide if there is not space in the public right-of-way.
- (vi) Provide building entries that are accessed from the sidewalk. These

- pathways must be separated from parking and drive aisles and must not cross a parking lot.
- (vii) Unless the building is immediately adjacent to the public ROW, the yard or open space between the street and the building front shall be landscaped. At least 20% of the landscaped area shall be trees and shrubs.
  - (viii) Private ground floor living spaces directly facing a public ROW and within 60 feet of the street shall be screened with planting (shrubs and trees) at least 2' high.
- (b) The development shall create a well-defined streetscape to allow for the safe movement of pedestrians.
  - (c) For multifamily residences, no more than 50 percent of the total public street front may be occupied by parking unless it is not feasible due to parcel size, topography, environmental conditions, or other facts as determined by the director. Where the property fronts on more than one public street, this provision applies to pedestrian-oriented streets. If none are designated, then only one street frontage. Parking lots shall not be located at the intersection of public streets.
  - (d) For properties facing 172nd Street NE, buildings shall be set back sufficiently to provide space for the public multi-use pathway, stormwater management, landscaping, utilities, or other multi-use trails as determined by the director. Additionally, all residential buildings should be set back at least 20 feet from the public multi-use pathway and be landscaped with a mix of trees, shrubs, and ground cover. At least 50% of the landscaping must be trees and shrubs. The public trail should be distinguished from a semi-private yard with a short fence, hedge, or retaining wall (maximum 4 feet in height). The director may exempt the development from providing street trees if they are provided by the public improvement package.
  - (e) Relationship to common open spaces or designated pedestrian streets. The following applies to residential buildings facing common open spaces.
    - (i) For residences that do not have ground floor living spaces (e.g.: that have a ground floor garage facing the park), there should be at least a 5 foot planting strip along the base of the building with shrubs and small trees planted to form a continuous screen, at least 6' tall (three years after planting) along the building façade. The residence must have upper story windows or a balcony facing the open space, and there must be no "blank walls facing the open space on any floor, except the ground floor when screened with the plantings as noted above (see Figure 3).

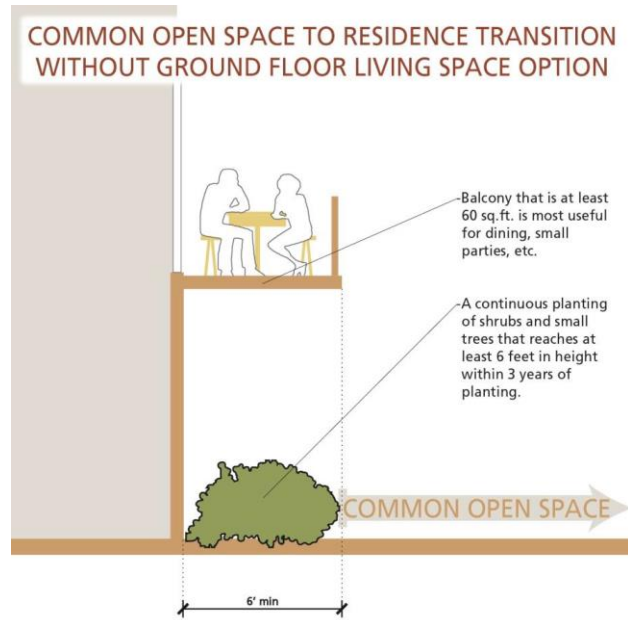


Figure 3. Planting requirements for residences without a ground floor living space fronting a common open space.

(ii) For residences with ground floor living spaces facing the open space the building must feature at least one of the public/private space transition elements described below

(A) Deck or porch option – Provide at least a 60 square foot porch or deck raised at least 1 foot above grade. The porch or deck must be at least 6 feet wide, measured perpendicular to the house face. (The deck may be recessed into the house floor plan so that the deck extends out from the house less than 6 feet). A low fence, rail or planting, 2 feet to 4 feet high, is recommended. A porch roof or weather protection is optional. (See Figure 4).

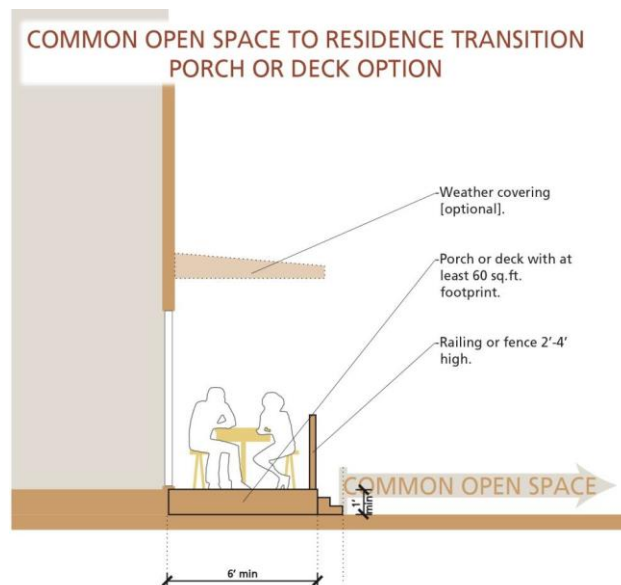


Figure 4. Deck or porch option for residence/common open space transition.

- (B) Private open space option – Provide at least a 10 foot wide private open space along the face of the residence. The space may be paved or landscaped but must be delineated with a fence or planting 2 to 4 feet high. (See Figure 5).

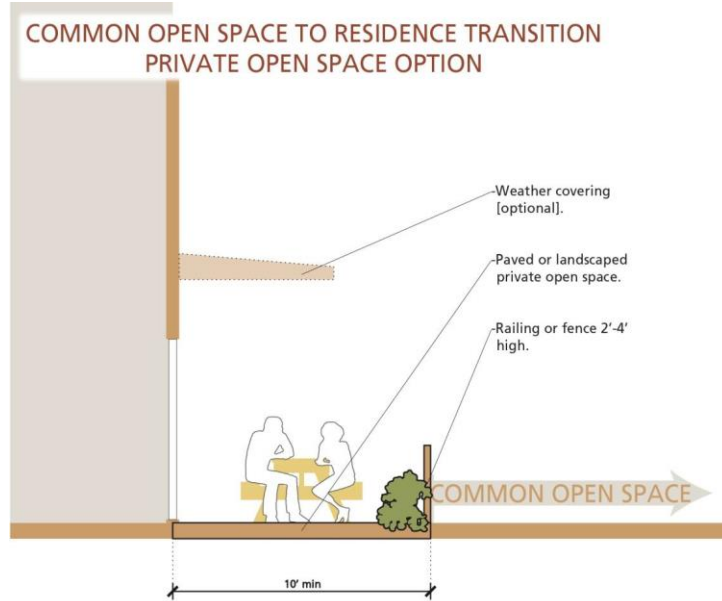


Figure 5. Private open space option for residence/common open space transition

- (C) Landscaped area - Provide a landscaped area at least 8 feet wide along the face of the building. The plantings must reach 3 feet high within three years after planting.
- (D) Raised ground floor - If the residence’s ground floor is at least 3 feet above the grade adjacent to the building, then the landscaped area in option 3, above, may be reduced to 4 feet wide.
- (E) Other transition design measure that adequately protects the privacy and comfort of the residential unit and the attractiveness and usefulness of the common open space at least as effectively as option A through D above, as determined by the City.
- (F) A combination of the options described above. (e.g.: the residence could feature a smaller deck plus some additional private open space).



*Figure 6. Note how the porches and the landscaping elements provide a graceful and inviting entrance transition from the public space to the private realm.*

- (3) Relationship of Buildings and Site to Adjoining Area.
  - (a) Where adjacent buildings and neighborhoods are consistent with the comprehensive plan and desired community character, new buildings and structures should achieve the visual continuity between the proposed and existing development building setbacks, placement of structures, location of pedestrian/vehicular facilities and spacing from adjoining buildings.
  - (b) Solar access of the subject and adjacent properties should be considered in building design and location.
  - (c) Attractive landscape transition to adjoining properties shall be provided.
  - (d) Public and quasi-public buildings and structures shall be consistent with the established neighborhood character.
- (4) Landscape and Site Treatment.
  - (a) Parking lot screening and interior landscaping shall be provided consistent with [Chapter 22C.120 MMC](#). The following criteria shall guide review of plans and administration of the landscaping standards in the zoning code:
    - (i) The landscape plan shall demonstrate visual screening from parking areas.
    - (ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.
    - (iii) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.
    - (iv) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.
    - (v) Screening of outdoor service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, berms or combinations of these.
    - (vi) Landscaping should be designed to create definition between public and private spaces.
    - (vii) Where feasible, the landscape plan shall coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety



- of textures.
- (viii) The landscape plan shall provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.
- (ix) The landscape plan shall use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open spaces.
- (b) Street Landscaping. Where the site plan includes streetscape plantings, the following guidelines apply:
  - (i) Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible. Street trees, at least 2-inch caliper, with spacing averaging no more than 30 feet on center, shall be provided, species as approved by the director.
  - (ii) Planting strips should generally be at least five feet in width. Evergreen shrubs should be no more than four feet in height and/or ground cover in accordance with the City of Marysville landscape standards ([MMC Chapter 22C.120](#)) and Marysville administrative landscaping guidelines.
  - (iii) Street trees placed in tree grates may be more desirable than planting strips in pedestrian areas where space is limited.
  - (iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged.
- (c) Exterior lighting shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. Appropriate lighting levels shall be provided in all areas used by pedestrians or automobiles, including building entries, walkways, parking areas, circulation areas, and other open space areas, in order to ensure safety and security; enhance and encourage evening activities; and provide a distinctive character to the area. New developments shall provide a lighting site plan which identifies lighting equipment, locations and standards, and implements the following design standards:
  - (i) All publicly accessible areas shall be lighted with average minimum and maximum levels as follows:
    - (A) Minimum (for low or non-pedestrian and vehicular traffic areas) of one-half foot candle;
    - (B) Moderate (for moderate or high volume pedestrian areas) of one to two foot candles; and
    - (C) Maximum (for high volume pedestrian areas and building entries) of four foot candles.
  - (ii) Lighting shall be provided at consistent levels, with gradual transitions between maximum and minimum levels of lighting and between lit areas and unlit areas. Highly contrasting pools of light and dark areas shall be avoided.
  - (iii) Parking lot lighting shall be subject to the provisions set forth in MMC 22C.130.050(3)(d).
  - (iv) Pedestrian-scale lighting (light fixtures no taller than 15 feet) is encouraged in areas with high anticipated pedestrian activity. All fixtures over 15 feet in height shall be fitted with a full cut-off shield, be dark sky rated, and mounted no more than 25 feet above the ground with lower fixtures preferable so as to maintain a human scale. Lighting shall enable pedestrians to identify a face 45 feet away in order to promote safety.
  - (v) Light levels at the property line should not exceed 0.1 foot candles (fc) adjacent to business properties, and 0.05 foot candles adjacent to

residential properties. All building lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions should not be visible above the roofline of the building. Light fixtures other than traditional cobra heads are encouraged.

- (vi) Limited uplighting on trees and provisions for seasonal lighting is acceptable.
  - (vii) Limited accent lighting on architectural and landscape features is encouraged to add interest and focal points.
- (5) Site Design Utilizing Crime Prevention through Environmental Design (CPTED) Principles. Development that is subject to this section shall incorporate the following CPTED strategies into building design and site layout:
- (a) Access Control. Guidance of people coming and going from a building or site by placement of real and perceived barriers. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas that are not readily observable.
  - (b) Surveillance. Placement of features, uses, activities, and people to maximize visibility. Provision of natural surveillance helps to create environments where there is plenty of opportunity for people engaged in their normal behavior to observe the space around them.
  - (c) Territoriality/Ownership. Delineation of private space from semi-public and public spaces that creates a sense of ownership. Techniques that reduce the perception of areas as "ownerless" and, therefore, available for undesirable uses.
  - (d) Examples of ways in which a proposal can comply with CPTED principles are outlined in the CPTED Guidelines for Project Design and Review, prepared by the city.
- (6) Building Design –Human-Scale Standards. The human-scale standards are intended to encourage the use of building components that relate to the size of the human body, and to add visual interest to buildings. "Human scale" addresses the relationship between a building and the human body. Generally, buildings attain a good human scale when they feature elements or characteristics that are sized to fit human activities, such as doors, porches, and balconies. A minimum of four of the following human-scale building elements shall be incorporated into the new development:
- (a) Balconies or decks in upper stories, at least one balcony or deck per upper floor on the facades facing streets, provided they are integrated into the architecture of the building;
  - (b) Bay windows or other window treatments that extend out from the building face;
  - (c) At least 150 square feet of pedestrian-oriented space for each 100 lineal feet of building facade;
  - (d) Individual windows, generally less than 16 square feet per pane and separated from the windows by at least a six-inch molding;
  - (e) Porches of at least 100 square feet in area;
  - (f) Spatially defining building elements, such as a trellis, overhang, canopy, or other element, that defines space that can be occupied by people;
  - (g) Upper story setbacks, provided one or more of the upper stories are set back from the face of the building at least six feet;
  - (h) Smaller building elements near the entry of pedestrian-oriented street fronts of large buildings;
  - (i) Landscaping components that meet the intent of these standards; and/or
  - (j) The director may consider other methods to provide human-scale elements not specifically listed here. The proposed methods must satisfy the intent of these standards.



Figure 7 – An example of balconies that have been integrated into the architecture of the building.

- (7) Building Design – Architectural Scale. The architectural scale standards are intended to encourage compatibility of structures with nearby structures, to help the building fit in with its context, and to add visual interest to buildings.
- (a) Vertical Facade Modulation. All new residential buildings shall provide modulation (measured and proportioned inflection or setback in a building’s facade) on facades facing a street, common open space, public area, or common parking area as follows:
- (i) Buildings with facades that are 30 feet or longer shall provide vertical modulation of the exterior wall that extends through all floors; provided that where horizontal modulation is used different stories may be modulated at different depths.
  - (ii) The minimum modulation depth shall be three feet and the minimum modulation width for each modulation shall be 10 feet. On facades that are 100 feet or longer, the minimum depth of modulation shall be five feet and the minimum width for each modulation shall be 20 feet.
  - (iii) The minimum modulation depth identified in subsection (7)(a)(ii) of this section may be if tied to a change in color or building materials, and/or roofline modulation as defined in subsection (7)(c) of this section.
  - (iv) The director may consider departures from these standards, provided the proposed treatment meets or exceeds the intent of these standards.
- (b) Facade Articulation. All new residential buildings shall include three of the following articulation features at intervals of no more than 30 feet along all facade facing a street, common open space, public area, and common parking areas:
- (i) Repeating distinctive window patterns at intervals of no more than 30 feet (see Figure 8 below for an example).
  - (ii) Horizontal modulation (upper level step-backs, see Figure 9). To qualify for this measure, the minimum horizontal modulation shall be five feet.
  - (iii) Balconies that are recessed or projected from the facade at least 18 inches and integrated with the building’s architecture as determined by the director.
  - (iv) Change of building materials.
  - (v) Articulation of the building’s top, middle, and bottom. This typically

includes a distinctive ground floor or lower floor design, consistent articulation of middle floors, and a distinctive roofline (see Figures 8 and 9).

(c) Roofline Modulation. Roofline modulation can be used in order to articulate the structure.

(i) In order to qualify as an articulation element in subsection (7)(b) of this section or in this subsection, the roofline shall meet the following modulation requirement:

(A) For flat roofs or facades with horizontal eave, fascia, or parapet, the minimum vertical dimension of roofline modulation is the greater of two feet or 0.1 multiplied by the wall height (finish grade to top of the wall) when combined with vertical building modulation techniques described in subsection (7)(a) of this section. Otherwise, the minimum vertical dimension of roofline modulation is the greater of four feet or 0.2 multiplied by the wall height.

(B) Buildings with pitched roofs must include a minimum slope of 5:12 and feature modulated roofline components at the interval required per the applicable standard above.



Figure 8 – Note the repeating distinct window patterns and the articulation of the building’s top, middle and bottom.



Figure 9 --An example of articulating a building’s top, middle, and bottom by utilizing brick on the ground floor, defined window patterns and articulation treatments on upper floors, and a distinctive roofline.

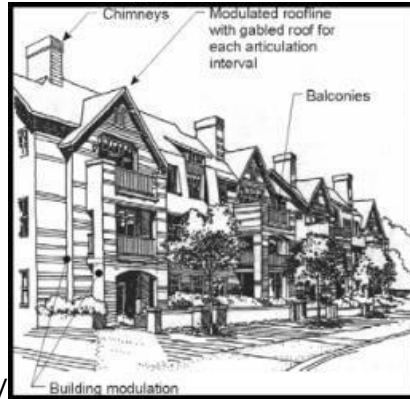


Figure 10 – Example of good articulation for a multifamily building.

- (8) Building Design – Entrances. The intent of the building entrances standards is to ensure that buildings are inviting and accessible, and to encourage pedestrian activity. The principal building entrances of all buildings shall feature the following improvements, unless the director determines an alternate technique better addresses the intent of these standards:
- (a) Weather cover (e.g.: porch or canopy) that is at least four feet deep and at least 32 square feet in footprint measured horizontally must be provided for the primary entrance(s) to residential units. Figures 11 and 12 demonstrate this requirement.
  - (b) Access to Residential Units. Ground floor residential units facing a street or common open space shall be directly accessible from the applicable street or open space.
  - (c) Townhouse Entrances. Townhouse and all other multifamily dwelling units with private exterior ground floor entries shall provide at least 20 square feet of landscaping adjacent to the entry. This is particularly important for units where the primary entrance is next to private garages off an interior access road. Such landscaping areas soften the appearance of the building and highlight individual entries. See Figure 12 for an example of what is desired and Figure 13 for an example of what is unacceptable.



Figure 11 – Weather protection that articulates the front facade is provided.



*Figure 12 – Ground floor residential units directly accessible to the street with landscaping defining the entry.*



*Figure 13 – An example of unacceptable townhouse design where there is no landscaping adjacent to the entries.*



*Figure 14 – An example of acceptable townhouse design.*

- (9) Building Design – Details. The building design details standards are intended to ensure that buildings have design interest at all observable distances and to enhance the architecture of multifamily buildings. At closer distances, the most important aspects of a building are its design details, texture of materials, quality of its finishes, and small, decorative elements. Multifamily building facades shall incorporate five architectural details, except that if option e below is used, only four architectural details are required. Chosen details shall be compatible with the chosen architectural character of the building. Detail options include:
- (a) Distinctive porch design with unique design as use of materials.
  - (b) Distinctive windows and doors with molding/framing details that go beyond requirements of (10) below.

- (c) Landscaped trellises or other decorative element that incorporates landscaping near the building entry or entries.
- (d) Light fixtures with a diffuse visible light source, such as a non-glare globe or "acorn", or a decorative shade or mounting for each building entry on the facade.
- (e) Brick or stonework covering more than 10 percent of the facade.
- (f) Building materials that add visual interest, including:
  - (i) Individualized patterns or continuous wood details.
  - (ii) Decorative moldings, brackets, wave trim or lattice work.
  - (iii) Decorative brick or stonework (may be in addition to the brick or stonework credits noted above if they are arranged in a decorative manner that adds visual interest to the facade).
  - (iv) Other materials with decorative or textural qualities as approved by the director. The applicant must submit architectural drawings and material samples for approval.
- (g) Varied roofline design, including multiple gables and/or dormers or other design that adds distinct visual interest.
- (h) Distinctive railings, grill work, or terraced landscape beds integrated along the facade of the building.
- (i) Unique balcony design, such as a distinctive geometry and configuration.
- (j) Other details that meet the intent of the standards as approved by the director.



*Figure 15 – This building uses brick for more than 10 percent of the facade, a decorative mix of materials and colors, decorative entries, and decorative windows to add visual interest.*

- (10) Window Design for Residential Uses. Building facades shall employ techniques to recess or project individual windows above the ground floor at least two inches from the facade, or incorporate window trim at least four inches in width that features color that contrasts with the base building color. Exceptions will be considered by the director where buildings employ other distinctive windows or facade treatments that add visual interest to the building.



Figure 16 – Acceptable and unacceptable window treatments.

- (11) Building Materials. The building materials standards are intended to encourage the use of a variety of high-quality, durable materials that will enhance the visual image of the city; provide visual interest and distinct design qualities; and promote compatibility and improvement within surrounding neighborhoods through effective architectural detailing and the use of traditional building techniques and materials. The following standards apply:
- (a) Building exteriors shall be constructed from high-quality, durable materials. Building materials such as masonry, stone, lap-siding and wood are encouraged.
  - (b) The following materials are prohibited in visible locations unless an exception is granted by the director based on the integration of the material into the overall design of the structure:
    - (i) Plywood siding (including T-111 or similar plywood). Board and batten is an exception.
    - (ii) Corrugated fiberglass.
    - (iii) Noncorrugated and highly reflective sheet metal.
    - (iv) Chain link fencing; provided, that the director may approve chain link fencing when it is integrated into the overall site design (chain link fencing is also allowed for temporary purposes such as a construction site, or as a gate for a refuse enclosure).
  - (c) If used, metal siding and concrete block shall conform to the standards in the commercial and mixed use standards outlined in Section C.
  - (d) If used, sheet materials and residential siding used for building extensions shall be of the highest quality, as approved by the director.
  - (e) All exterior materials are subject to approval by the director. Submit material samples to the director for approval.
- (12) Blank Walls. The blank wall standards are intended to: reduce the visual impact of large, undifferentiated walls; reduce the apparent size of large walls through the use of various architectural and landscaping treatments; enhance the character and identity of the city; and ensure that all visible sides of buildings provide visual interest. Blank walls visible from a public street, sidewalk, trail, interior pathway, or parking lot are prohibited.
- (a) A wall (including building facades and other exterior building walls, retaining walls, and fences) is defined as a blank wall if:
    - (i) A ground floor wall or portion of a ground floor wall over four feet in height has a horizontal length greater than 15 feet and does not include a transparent window or door; or



- (ii) Any portion of a ground floor wall having a surface area of 400 square feet or greater does not include a transparent window or door.
- (b) All blank walls visible from a public street, sidewalk, trail, interior pathway, or parking lot shall be treated in one or more of the following measures:
  - (i) Incorporate transparent windows or doors;
  - (ii) Install a vertical trellis in front of the wall with climbing vines or plant materials sufficient to obscure or screen at least 60 percent of the wall's surface within three years. For large blank wall areas, the trellis must be used in conjunction with other treatments described below;
  - (iii) Provide a landscaped planting bed at least five feet wide, or a raised planter bed at least two feet high and three feet wide in front of the wall. Plant materials must be able to obscure or screen at least 60 percent of the wall's surface within three years;
  - (iv) Provide artwork (mosaic, mural, sculpture, relief, etc.) over at least 50 percent of the blank wall surface; and/or
  - (v) Other method as approved by the director. For example, landscaping or other treatments may not be necessary on a wall that employs high-quality building materials (such as brick) and provides desirable visual interest.

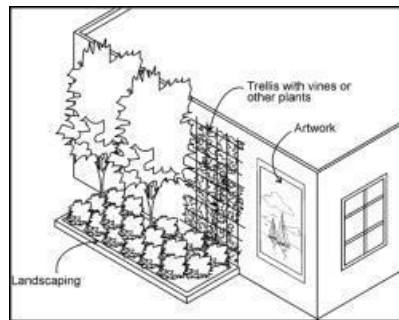


Figure 17 - Blank wall treatments.



Figure 18 - Terraced planting beds effectively screen a large blank wall.

- (13) Pedestrian Circulation. All multi-family and mixed-use development shall provide a network of pedestrian pathways that connect all residences to sidewalks, in accordance with the following design standards.
  - (a) For safety and access, landscaping shall not block visibility to and from a path, especially where it approaches a roadway or driveway.
  - (b) Pedestrian walks shall be separated from structures at least 3 feet for

landscaping. The director may consider other treatments to provide attractive pathways. Examples include sculptural, mosaic, bas-relief artwork, or other decorative treatments that meet the guidelines intent. (Figure 17 provides one example.)

- (c) Where the walkway is adjacent to ground level dwellings with windows facing the path, provide at least 15' separation between the window and the path.



Figure 19 – An example of an attractive pedestrian connection through a multifamily development.

**22C.065.050 Multiple-family, townhomes, and group residences – vehicular access and parking location.**

Multiple-family, townhomes, and group residences shall be subject to the vehicular access and parking standards set forth in MMC 22C.010.300.

**22C.065.060 Single-family and duplex dwelling development standards.**

The provisions of this section apply to building permits for single-family dwellings and single-family dwellings when multiple single-family dwellings are on a single lot, excluding accessory dwelling units; review will be done through the building permit process.

- (1) It is the intent of these development standards that single-family dwellings be compatible with neighboring properties, friendly to the streetscape, and in scale with the lots upon which they are to be constructed. The director is authorized to promulgate guidelines, graphic representations, and examples of housing designs and methods of construction that do or do not satisfy the intent of these standards.
- (2) All residential development shall be designed to front onto streets. Configurations where dwelling units and/or residential lots back up any street are prohibited. For example, new subdivisions along a street could be configured so that lots fronting on the street feature alley access in the rear or other shared driveway access as approved by the City on the side of the lots. Lot configurations where side yards face the street are acceptable.
- (3) Entry. Where lots front on a public street, the house shall have doors and windows which face the street. Houses must have a distinct entry feature such as a porch or weather-covered entryway with an entry feature that is at least 60 square feet with no dimension less than six feet. Where lots front on a common open space or pathway, the requirements for orientations are the same as for a public street.

The director may approve a street orientation or entryway with dimensions different than specified herein; provided, the entry visually articulates the front facade of the dwelling so as to create a distinct entryway, meets setback requirements, provides weather cover, has a minimum dimension of four feet, and is attached to the home.

- (4) Alleys.
  - (a) If the lot abuts an alley, the garage or off-street parking area shall take access from the alley, unless precluded by steep topography. No curb cuts shall be permitted unless access from the alley is precluded by steep topography.
  - (b) The minimum driveway length may be reduced to between six and zero feet for garages when the following conditions are met:
    - (i) An alley is provided for access;
    - (ii) At least one off-street parking space, in addition to any provided in the garage, is provided to serve that dwelling unit and the stall(s) is conveniently located for that particular dwelling; and
    - (iii) (The applicable total parking stall requirement is met.
  - (c) The rear yard setback may be reduced to zero feet to accommodate the garage.
  - (d) If the garage does not extend to the property line or alley, the dwelling unit above the garage may be extended to the property line or alley.
  - (e) Dwellings with a wall facing an alley must provide at least one window facing the alley to allow observation of the alley.
- (5) Auto Courts.
  - (a) Auto courts are only allowed in a PRD.
  - (b) Auto courts provide ingress and egress to a cluster of no more than six dwellings and access from a nonarterial street. Auto court design must be consistent with the city's design guidelines for auto courts.
  - (c) Auto courts shall be no less than 20 feet in width; provided, that if emergency services access is required, the driving surface dimensions will comply with emergency vehicle access requirements.
  - (d) Auto courts shall be no greater than 150 feet in length, unless acceptable emergency vehicle turnaround is provided and designed so vehicles will not back onto public streets.
  - (e) Driveway length may be reduced to between three feet and six feet for garages when at least two parking spaces are provided for the unit in addition to the garage. The additional parking must be conveniently located to the dwelling.
- (6) Facade and Driveway Cuts. If there is no alley access and the lot fronts on a public or private street, living space equal to at least 50 percent of the garage facade shall be flush with or projected forward of the garage, and the dwelling shall have entry, window and/or roofline design treatment which emphasizes the house more than the garage. Where materials and/or methods such as modulation, articulation, or other architectural elements such as porches, dormers, gables, or varied roofline heights are utilized, the director or designee may waive or reduce the 50 percent standard. Driveway cuts shall be no more than 80 percent of the lot frontage; provided, that the director or designee may waive the 80 percent maximum if materials and/or methods to de-emphasize the driveway, such as ribbon driveways, grasscrete surface, or accent paving, are utilized.
- (7) Privacy. Dwellings should be situated to respect the privacy of abutting homes and to create usable yard space for the dwelling(s). Windows should be placed to protect privacy. The review authority shall have the discretion to establish setback requirements that are different than may otherwise be required in order to accomplish these objectives.
- (8) Individual Identity. Home individuality shall be achieved by the following:
  - (a) Avoiding the appearance of a long row of homes by means such as angling houses, varied street setbacks, and varied architectural design features.

- (b) Each dwelling unit shall have horizontal or vertical variation within each unit's front building face and between the front building faces of all adjacent units/structures to provide visual diversity and individual identity to each unit. Upon building permit application, a plot plan of the entire structure shall be provided by the builder to show compliance with this requirement. The director or designee shall review and approve or deny the building design, which may incorporate variations in rooflines, setbacks between adjacent buildings, and other structural variations.
  - (c) The same building plans cannot be utilized on consecutive lots. "Flip-flopping" of plans is not permitted; provided, that upon demonstration to the director that the alteration of building facades would provide comparable visual diversity and individual identity to the dwelling units as different building plans, this provision shall not apply. Materials and/or methods which may be utilized to achieve visual diversity include, but are not limited to, use of differing siding material, building modulations and roofline variations.
- (9) Landscaping. Landscaping of a size and type consistent with the development must be provided to enhance the streetscape. Landscaping will enhance privacy for dwellings on abutting lots and provide separation and buffering on easement access drives. Landscaping shall consist of two native trees per unit, planted in the front yard, which are at least one and one-half inches in caliper for deciduous or six feet in height for evergreen trees, plus a mixture of trees, shrubs and ground cover as appropriate to the site. All required landscaping shall be installed in accordance with the plans prior to issuance of an occupancy permit. Where applicable, street frontage landscaping shall comply with the city's streetscape plan.
- (10) Duplexes. Duplexes must be designed to architecturally blend with the surrounding single-family dwellings and not be readily discernible as a duplex but appear to be a single-family dwelling.

**22C.065.070 Community open space and recreation space required.**

On-site open space shall be provided for multi-family developments as outlined in MMC 22C.010.320.

**22C.065.080 Townhouse open space.**

Townhouse and other ground based multifamily shall provide open space as set forth in MMC 22C.010.330.

**22C.065.090 Maintenance or dedication of open space.**

Maintenance and dedication of open space standards are set forth in MMC 22C.010.340.

**22C.065.100 On-site recreation – Fee in lieu of open space.**

Provisions for the city to allow a payment in lieu of providing on-site open space or recreation space are set forth in MMC 22C.010.350.

**22C.065.110 Storage space and collection points for recyclables.**

Developments shall provide storage space for the collection of recyclables as set forth in 22C.010.370.

**22C.065.120 Fences.**

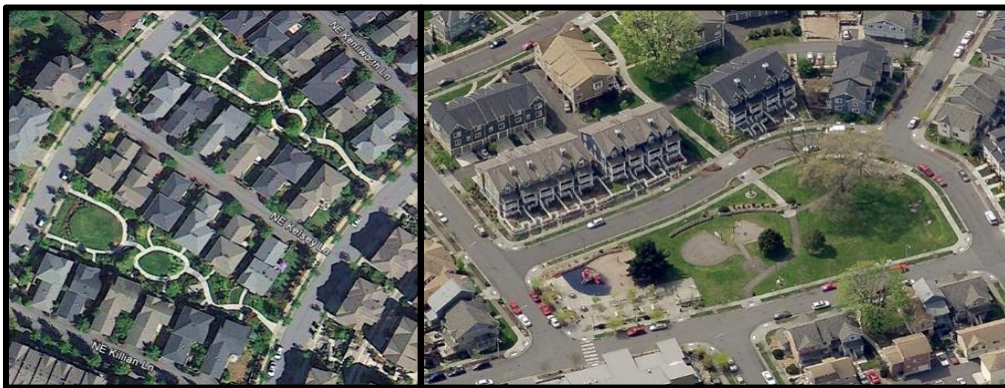
- (1) Purpose. The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property by providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.
- (2) Types of Fences.
  - (a) The standards apply to walls, fences, trellises, arbors and screens of all types whether open, solid, wood, metal, wire, masonry or other material.
  - (b) No barbed or razor-wire fence shall be permitted, except for the following:
    - (i) Public facilities, transmitter and transformer sites.
    - (ii) Government installations where security or public safety is required.
  - (c) No chain link fence is permitted in the front yard or between the residential building and a public right-of-way. Chain link fencing is not permitted adjacent to or within required common open space, except to confine play areas, sports courts, swimming pools, or other facilities where such enclosure is necessary.
- (3) Height.
  - (a) Front lot line: Four feet, unless the director finds that a taller fence is required by code for safety.
  - (b) Side lot line: Six feet.
  - (c) Rear lot line: Six feet.
  - (d) In or adjacent to required common open space: Four feet, unless the director determines that a taller fence is needed for public safety. The maximum height for fences along common open space areas shall be limited to six feet tall; provided that, the top two feet of the fence is constructed as an open-work fence. For developments where the front of the house is oriented towards an open space area, the director may limit the height increase further to ensure adequate surveillance of the open space area and the sense of community is maintained.
  - (e) The height of a fence or freestanding wall, retaining wall or combination of the same shall be measured from its top surface, board, rail, or wire to the natural elevation of the ground on which it stands.
  - (f) Where the finished grade is a different elevation on either side of a fence, the height may be measured from the side having the highest elevation.
- (4) Fence Exception.
  - (a) The director shall have authority to administratively grant an exception to the fence requirements outlined in this section. The director is authorized to issue exceptions in cases of special hardships, unique circumstances and practical difficulties. No exception shall be granted which would be detrimental to the public health, welfare or environment.
  - (b) In considering a request for a modification of the fence requirements outlined in subsections (1) through (3) of this section, the community development director shall consider the following factors:
    - (i) If the proposed fence is designed and constructed so that it does not cause a public safety hazard by obstructing visibility of pedestrians or motorists using streets, driveways or sidewalks;
    - (ii) The proposed fence will not infringe upon or interfere with utility and/or access easements or covenant rights or responsibilities;
    - (iii) The increased fence height will not adversely affect adjacent property

owners or reduce visibility of the property from the street.

**22C.065.130 Street connectivity.**

The Lakewood Neighborhood Master Plan places a high priority on being a “walkable” and accessible community. Frequent and attractive connections between destinations through a well-connected system of streets and pathways are required.

- (1) Connectivity to abutting lands. The street system of proposed development shall be designed to connect with existing, proposed, and planned streets outside of the development. Wherever a proposed development abuts unplatted land or other land with the capability of being further subdivided, street stubs shall be provided to allow access to future abutting subdivisions and to logically extend the street system into the surrounding area. All street stubs shall be provided with a temporary turn-around unless specifically exempted by the fire marshal, and the restoration and extension of the street shall be the responsibility of any future developer of the abutting land.
- (2) Continuation of streets. Planned streets shall connect with surrounding streets to permit the convenient movement of traffic between residential neighborhoods and to facilitate emergency access and evacuation. Connections shall be designed to meet or exceed the block standards in subsections (3) below, and to avoid or minimize through traffic on local streets.
- (3) Block size. New development shall provide an integrated and connected network of streets to provide “direct” walking route options, orientation, a sense of place, and multiple travel route options. A street network dominated by long, irregular loop roads and cul-de-sacs is not appropriate. Blocks shall be designed to provide vehicular connections at intervals no greater than 600 feet and pedestrian access at intervals no greater than 300 feet (200 feet is preferred).



*Figure 20 – Examples of appropriately scaled blocks that accommodate pedestrian connection no further apart than 300 ft.*

- (4) Relationship between neighborhoods. “Gated communities” and other developments designed to appear as continuous walled-off areas disconnected and isolated from the rest of the community are prohibited. While privacy fences separating rear yards between homes are desirable for privacy, tall fences that back up to streets, reduce the number of “eyes on the street,” and make such streets feel less safe and welcoming are prohibited. New subdivisions should consider ways to integrate into the community rather than walling them off.

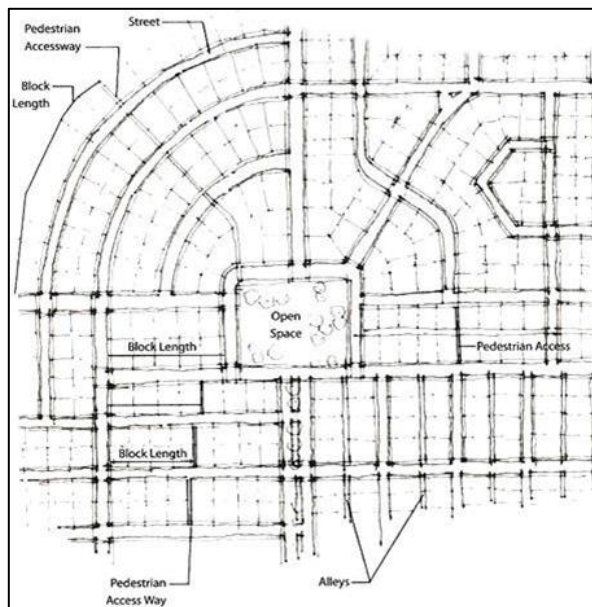


Figure 21 – Examples of well-connected street network. Note that the "block lengths" show how street and pedestrian intervals are measured.

#### **22C.065.140 Service areas and mechanical equipment.**

- (1) Service Element Location and Design. All development shall provide a designated spot for service elements. Such elements shall meet the following requirements:
  - (a) Service areas (trash dumpsters, compactors, recycling areas, electrical panels, and mechanical equipment areas) shall be located to avoid negative visual, auditory (noise), olfactory, or physical impacts on the street environment and adjacent residentially zoned properties. The City may require evidence that such elements will not significantly impact neighboring properties or public areas. (For example, the City may require noise damping specifications for fans near residential zones.)
  - (b) Service areas must not be visible from the sidewalk and adjacent properties. Where the City finds that the only option for locating a service area is either visible from a public right-of-way or space or from an adjacent property, the area must be screened with either landscape or structural screening measures provided in MMC Chapter 22C.120 Landscaping and Screening.
  - (c) The designated spot for service elements shall be paved with concrete.
  - (d) Appropriate enclosure of the common trash and recycling elements shall be required, as determined by the Director. Requirements and considerations:
    - (i) A 6-foot fence constructed of concrete block or brick enclosing trash and recycling receptacles is required. Coordination with the current franchise hauler is required. The sides and rear of the enclosure must be screened with L1, L2, L3, or L4 landscaping (as defined in MMC 22C.120.110) at least 5 feet deep in visible locations as determined by the Director to soften the views of the screening element and add visual interest.
    - (ii) Proximity to adjacent residential units will be a key factor in determining appropriate service element treatment.
    - (iii) Preferably, service enclosures are integrated into the building itself.

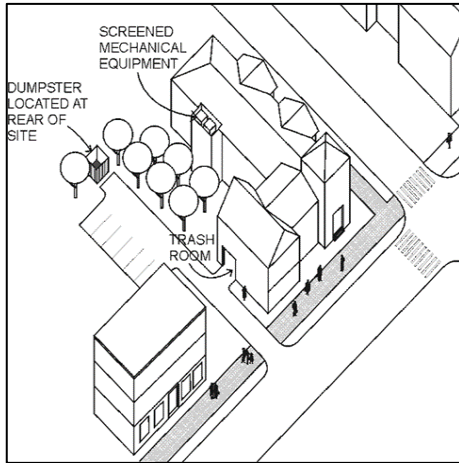


Figure 22 – Locate service elements to reduce impacts on the residential and pedestrian environment.

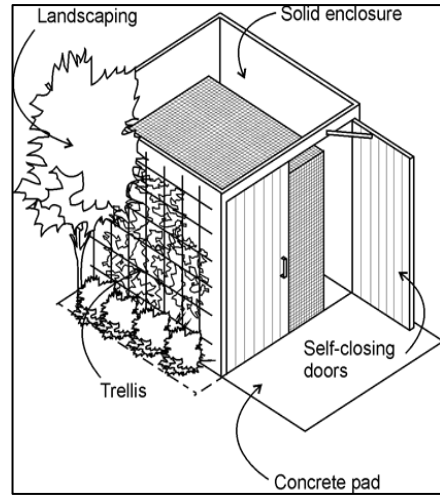


Figure 23 – Trash receptacle and recyclables screening example.

- (2) Utility Meters, Electrical Conduit, and Other Service Utility Apparatus. These elements shall be located and/or designed to minimize their visibility to the public. If such elements are mounted in a location visible from the street, pedestrian pathway, common open space, or shared auto courtyards, they shall be screened with vegetation or by architectural features.



Figure 24 – Exposed utility meters like this will not be allowed



Figure 25 – Landscaping helps to minimize the negative visual impacts of utility meters.

- (3) Roof mounted mechanical equipment must be located and screened by a parapet, or other primary building element, so the equipment is not visible within 150 feet of the structure when viewed from the ground level of adjacent properties. Match the color of roof mounted equipment with the exposed color of the roof to minimize visual impacts when equipment is visible from higher elevations nearby.



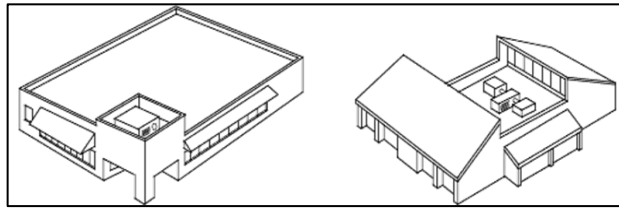


Figure 26 – Examples of how to screen roof-mounted mechanical equipment.

- (4) Locate and/or shield noise producing mechanical equipment such as fans, heat pumps, etc. so that noise reaching the adjacent properties is less than 50 dBA. If required by the Director, the applicant must demonstrate that this standard is achieved by providing equipment specifications and/or calculations of noise impacts.

**22C.065.150 Nonconforming situations.**

Existing developments that do not conform to the development standards of this chapter are subject to the standards of [MMC Chapter 22C.100, Nonconforming Situations](#).

**22C.065.160 Parking and loading.**

The standards pertaining to the required number of auto parking spaces, bicycle parking spaces, parking lot placement, parking lot setbacks and internal parking lot pedestrian connections are stated in [MMC Chapter 22C.130, Parking and Loading](#).

**22C.065.170 Signs.**

The sign standards are stated in [MMC Chapter 22C.160, Signs](#).

**22C.065.180 Landscaping and screening.**

Landscaping and screening standards are set forth in [MMC Chapter 22C.120, Landscaping and Screening](#).

**22C.065.190 Planned residential developments.**

Planned residential developments are subject to the standards set forth in [MMC Chapter 22G.080, Planned Residential Developments](#).

**22C.065.200 Zero lot line development.**

In any PRD, interior setbacks may be modified during subdivision or short subdivision review as set forth in MMC 22C.010.270.

**22C.065.210 Cottage housing developments.**

Cottage housing development are allowed on residentially zoned properties in the Lakewood Neighborhood Master Plan Area subject to the standards set forth in MMC 22C.010.280.

**ARTICLE III. COMMERCIAL, MIXED-USE AND PUBLIC INSTITUTIONAL STANDARDS AND DESIGN**

**22C.065.220 Site and building design standards.**

- (1) Applicability.
  - (a) Prior to submitting a building permit application, all development to which these standards apply shall be required to submit a site plan and elevations addressing the standards in this section for administrative review and approval by the community development director.
  - (b) The site and building design standards of this section apply to institutional and commercial development.
- (2) Relationship and Orientation of Buildings to Site and Street Front.
  - (a) The site shall be planned to create an attractive street edge and accommodate pedestrian access. Examples of ways that a development meets the requirements of this provision are to:
    - (i) Define the street edge with buildings, landscaping or other features (see Figure 27).
    - (ii) Provide for building entrances that are visible from the street.
    - (iii) Provide a sidewalk at least six feet wide, or as approved by the City Engineer, if there is not space in the public right-of-way.
    - (iv) Provide building entries that are accessed from the sidewalk. These access ways must be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and/or clearly marked while accommodating green stormwater infrastructure.
  - (b) (b) The development shall create a well-defined streetscape to allow for the safe movement of pedestrians. New development must provide sidewalks as identified in the Lakewood Neighborhood Master Plan, or otherwise approved by the City Engineer, and street trees, at least 2-inch caliper with spacing averaging no more than 30 feet on center, as approved by the director.
  - (c) Commercial and mixed use buildings must be oriented towards at least one street. For sites that front multiple streets, commercial and mixed use buildings are encouraged to orient towards both streets; provided, that priority shall be given to pedestrian-oriented streets, and to streets that are more visible and/or provide a better opportunity for increased pedestrian activity.
  - (d) Commercial and mixed use building facades facing the street or parking lots must have transparent windows or door covering at least 75 percent of the ground floor facade between four to eight feet above the level of the sidewalk. Exceptions may be considered by the director; provided that the proposed building configuration and design enhances the pedestrian environment.
  - (e) No parking spaces may be located between the building's façade and any designated pedestrian-oriented street (as identified in the Lakewood Neighborhood Master Plan), or when the building is not sited on a pedestrian-oriented street, located between the building's facade and the primary public street (street from which primary access is obtained) unless it is not feasible due to parcel size, topography, environmental conditions, or other factors as determined by the director. Where the property fronts on more than one public street, this provision applies to only one street frontage.
  - (f) Parking lots may not be located on corner locations adjacent to public streets unless no feasible on-site alternative exists.
  - (g) For large commercial and mixed use sites (over two acres) that feature multiple buildings, developments shall configure buildings to create focal points for pedestrian activity on the site. However, no more than 50 percent of the street

frontage may be occupied by vehicular access or parking. Exceptions: An increased percentage of parking or vehicular access along the street front may be allowed where the configuration allows the development to better meet the intent of these standards. For example, if the configuration allows for a centralized plaza surrounded by a concentration of retail uses, an increase in the percentage of parking along the street front would be allowed. Exceptions are subject to approval by the director.



Figure 27 – Examples of building that provide a well-defined streetscape

- (h) Pedestrian Circulation Where Facades Face Parking Areas. Building entrances must face the street in the MU zones and on designated pedestrian-oriented streets. In the GC and CB zones where a building’s main commercial entrance faces onto a parking area rather than the street, provide wide pathways adjacent to the façades of retail and mixed-use buildings. Pathways along the front façade of mixed-use and retail buildings 100 feet or more in length (measured along the façade) that are not located adjacent to a street must be at least 12 feet wide with 8 feet minimum unobstructed width and include the following:
  - (i) Trees, as approved by the Director, must be placed at an average of 30 feet on-center and placed in grates. Breaks in the tree coverage will be allowed near major building entries to enhance visibility. However, no less than 1 tree per 60 lineal feet of building façade must be provided.
  - (ii) Street tree pit may be included in a planting strip, provided the strip does not impede pedestrian movement and has at least 8 feet of clearance.
  - (iii) If the pits are not in a planted strip, tree grates shall be provided at each pit and at least 24 square feet of pavers or porous pavements situated around the pits to allow air and water into the tree root space (see subsection (4)(b) of this section related to planting strips).
  - (iv) Lighting must conform to subsection (3)(d) of this section.
- (i) Pedestrian-Oriented Facades
  - (i) Commercial and mixed use buildings facing pedestrian-oriented streets indicated in Figure 17 of the Lakewood Neighborhood Master Plan shall front directly on the back of sidewalk or a pedestrian-oriented space adjacent to the sidewalk and adhere to the following standards.
    - (A) Ground floor facades shall feature transparent window areas over at least 75 percent of the ground floor façade between 2 feet and 8 feet above grade. The windows may look into the building’s interior or be configured as merchandise display windows. The

building must be designed so that the windows satisfying the requirement for “pedestrian-oriented facades” do not look into service or storage areas or other unsightly rooms.

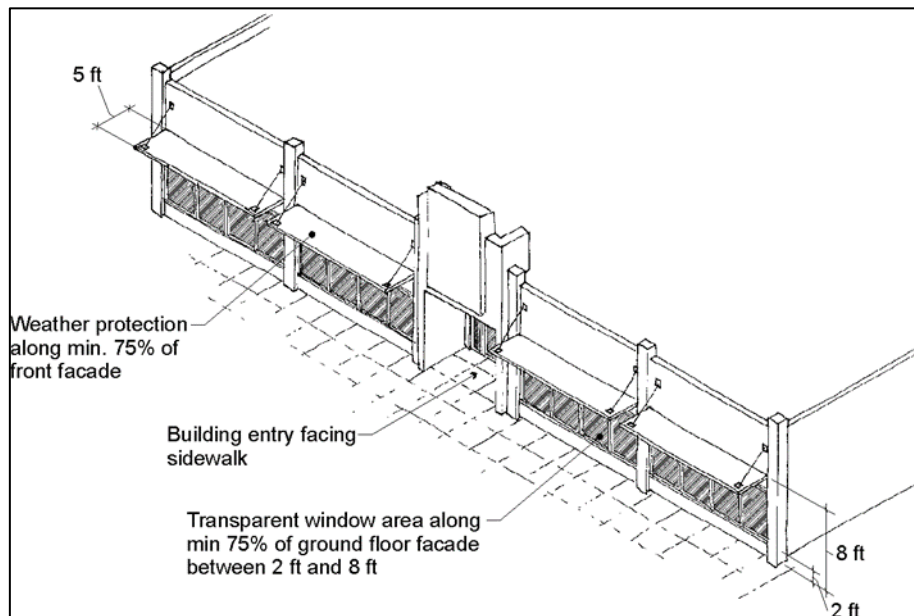


Figure 28 – An example of a pedestrian-oriented façade.

- (B) A primary building entry facing the streetfront. (see subsection (j) of this section for entry enhancement requirements.)
  - (C) Weather protection at least 5 feet wide over at least 65 percent of the front facade.
- (j) Pedestrian Weather Protection. In addition to weather protection along pedestrian-oriented facades, provide pedestrian weather protection in the front of commercial and mixed-use buildings fronting on parking areas serving that building, public spaces such as transit stops, building entries, along display windows, specifically:
- (i) Weather protection at least six feet deep is required over the entries of all primary building, individual business, and individual residence. This may include a recessed entry, canopy, porch, marquee, or building overhang.
  - (ii) Canopies, awnings, or other similar weather protection features shall not be higher than 15 feet above the ground elevation at the highest point or lower than 8 feet at the lowest point.
  - (iii) The color, material, and configuration of the pedestrian coverings shall be as approved by the Director. Coverings with visible corrugated metal or corrugated fiberglass are not permitted unless approved by the Director. Fabric and rigid metal awnings are acceptable.
  - (iv) Multi-tenant retail buildings are encouraged to use a variety of weather protection features to emphasize individual storefronts and reduce the architectural scale of the building. Figure 31 provides unacceptable and better examples.



Figure 29 – Provide weather protection over building entries

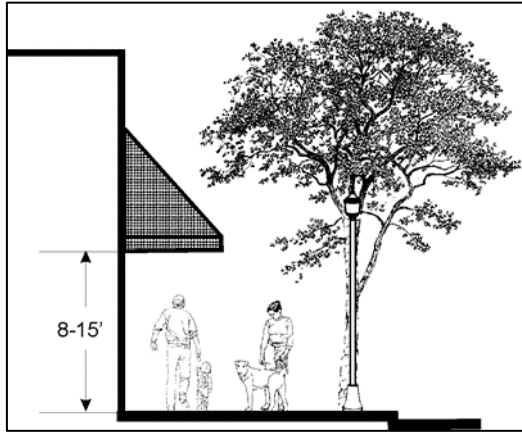


Figure 30 – Height standards for weather protection features



Figure 31 – The continuous canopy on top is monotonous and deemphasizes individual storefronts. The bottom example provides a variety of weather protection features and represents a more desirable example

- (3) Relationship of Buildings and Site to Adjoining Area. The development of new buildings should address impacts to neighborhood condition by complying to the following:
- (a) Attractive landscape transition to adjoining properties shall be provided as directed by the director.
  - (b) Solar access of the subject and adjacent properties should be considered in

building design and location. The director may require adjustments of the proposed site layout or special screening measures to accomplish this objective.

(4) Landscape and Site Treatment.

(a) Parking lot screening and interior landscaping shall be provided consistent with MMC Chapter 22C.120. The following criteria shall guide review of plans and administration of the landscaping standards in the zoning code:

- (i) The landscape plan shall demonstrate visual screening from parking areas.
- (ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.
- (iii) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.
- (iv) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they shall be protected by appropriate curbs, tree guards or other devices.
- (v) Screening of outdoor service yards and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting, berms or combinations of these.
- (vi) Landscaping should be designed to create definition between public and private spaces.
- (vii) Where feasible, the landscape plan shall coordinate the selection of plant material to provide a succession of blooms, seasonal color, and a variety of textures.
- (viii) The landscape plan shall provide a transition in landscaping design between adjacent sites, within a site, and from native vegetation areas in order to achieve greater continuity.
- (ix) The landscape plan shall use plantings to highlight significant site features and to define the function of the site, including parking, circulation, entries, and open spaces.

(b) Street Landscaping. Where the site plan includes streetscape plantings, the following guidelines apply:

- (i) Sidewalks and pathways should be separated from the roadway by planting strips with street trees wherever possible. Where there is on-street parking, provide an 18" wide strip of pavement directly on the back of the curb to accommodate entry and exit from parked cars.
- (ii) Planting strips should generally be at least five feet in width. Evergreen shrubs should be no more than four feet in height and/or ground cover in accordance with the City of Marysville landscape standards (MMC Chapter 22C.120) and Marysville administrative landscaping guidelines.
- (iii) Street trees placed in tree grates may be more desirable than planting strips in pedestrian areas where space is limited. Tree pits or planting areas that provide water for roots shall be at least 24 square feet in area.
- (iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged.
- (v) Unless otherwise directed by the director, plant at least one street tree per 30 linear feet of street front.

(c) Plaza/Pedestrian Area Landscaping Within Shopping Centers and Mixed Use Site Plans.

- (i) A range of landscape materials – trees, evergreen shrubs, ground covers, and seasonal flowers – shall be provided for color and visual interest.

- (ii) Planters or large pots with small shrubs and seasonal flowers may be used to create protected areas within the plaza for sitting and people watching.
  - (iii) Creative use of plant materials, such as climbing vines or trellises, and use of sculpture groupings or similar treatments are encouraged.
  - (iv) All landscaping plans shall be submitted during site plan review for approval.
  - (v) Also see MMC 22C.065.2500, Non-Residential Open Space Requirements.
- (d) Exterior lighting shall be part of the architectural concept. Lighting shall enhance the building design and adjoining landscaping. Appropriate lighting levels shall be provided in all areas used by pedestrians or automobiles, including building entries, walkways, parking areas, circulation areas, and other open space areas, in order to ensure safety and security; enhance and encourage evening activities; and provide a distinctive character to the area. New developments shall provide a lighting site plan which identifies lighting equipment, locations and standards, and implements the following design standards:
- (i) All public areas shall be lighted with average minimum and maximum levels as follows:
    - (A) Minimum (for low or nonpedestrian and vehicular traffic areas) of one-half foot candle;
    - (B) Moderate (for moderate or high volume pedestrian areas) of one to two foot candles; and
    - (C) Maximum (for high volume pedestrian areas and building entries) of four foot candles.
  - (ii) Lighting shall be provided at consistent levels, with gradual transitions between maximum and minimum levels of lighting and between lit areas and unlit areas. Highly contrasting pools of light and dark areas shall be avoided.
  - (iii) Parking lot lighting shall be subject to the provisions set forth in MMC 22C.130.050(3)(d).
  - (iv) Pedestrian-scale lighting (light fixtures no taller than 15 feet) is encouraged in areas with high anticipated pedestrian activity. All fixtures over 15 feet in height shall be fitted with a full cut-off shield, be dark sky rated, and mounted no more than 25 feet above the ground with lower fixtures preferable so as to maintain a human scale. Lighting shall enable pedestrians to identify a face 45 feet away in order to promote safety.
  - (v) Light levels at the property line should not exceed 0.1 foot candles (fc) adjacent to business properties, and 0.05 foot candles adjacent to residential properties.  
All building lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions should not be visible above the roofline of the building. Light fixtures other than traditional cobra heads are encouraged.
  - (vi) Limited on trees and provisions for seasonal lighting is acceptable.
  - (vii) (Limited accent lighting on architectural and landscape features is encouraged to add interest and focal points.  
Also see MMC 22C.065.250, Non-Residential Open Space Requirements.
- (5) Site Design Utilizing Crime Prevention through Environmental Design (CPTED) Principles. Development that is subject to this section shall incorporate the following

CPTED strategies into building design and site layout:

- (a) Access Control. Guidance of people coming and going from a building or site by placement of real and perceived barriers. Provision of natural access control limits access and increases natural surveillance to restrict criminal intrusion, especially into areas that are not readily observable.
- (b) Surveillance. Placement of features, uses, activities, and people to maximize visibility. Provision of natural surveillance helps to create environments where there is plenty of opportunity for people engaged in their normal behavior to observe the space around them.
- (c) Territoriality/Ownership. Delineation of private space from semi-public and public spaces that creates a sense of ownership. Techniques that reduce the perception of areas as "ownerless" and, therefore, available for undesirable uses.

Examples of ways in which a proposal can comply with CPTED principles are outlined in the CPTED Guidelines for Project Design and Review, prepared by the city.

- (6) Building Design – Human-Scale Standards. The human-scale standards are intended to encourage the use of building components that relate to the size of the human body and to add visual interest to buildings. "Human scale" addresses the relationship between a building and the human body. Generally, buildings attain a good human scale when they feature elements or characteristics that are sized to fit human activities, such as doors, porches, and balconies. A minimum of four of the following human-scale building elements shall be incorporated into the new development:
  - (a) Balconies in upper stories, at least one balcony per upper floor on the facades facing streets, provided they are integrated into the architecture of the building;
  - (b) Bay windows or other window treatments that extend out from the building face;
  - (c) At least 150 square feet of pedestrian-oriented space for each 100 lineal feet of building facade;
  - (d) Upper floor individual windows, generally less than 32 square feet per pane and separated from the windows by at least a six-inch molding;
  - (e) Spatially defining building elements, such as a trellis, overhang, canopy, or other element, that defines space that can be occupied by people;
  - (f) Ground floor brick facades;
  - (g) Smaller building elements near the entry of pedestrian-oriented street fronts of large buildings (see Figure 32);
  - (h) Special details near the entrance, such as downtown lighting, artworks, or special materials;
  - (i) The director may consider other methods to provide human-scale elements not specifically listed here. The proposed methods must satisfy the intent of these standards.



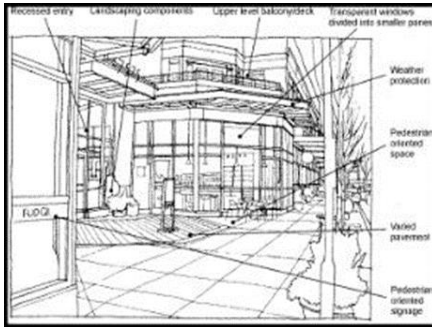


Figure 32 – Illustrating a variety of human-scale components on a building.



Figure 33 – Illustrating a variety of human-scale components on a building.

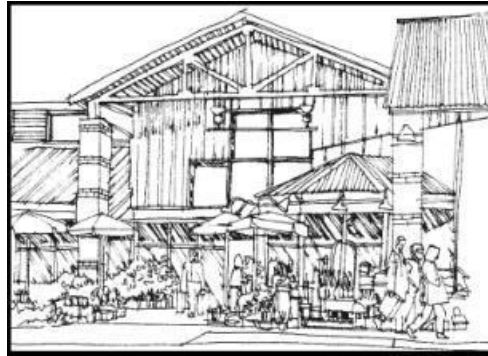


Figure 34 – Example of smaller building elements near the entry of large buildings.

(7) Building Design – Architectural Scale. Note:

- Architectural scale is the perceived height and bulk of a building relative to that of neighboring buildings. A building has “good architectural scale” if its visual size is relatively similar to its neighbors.
  - Modulation is a stepping back or projecting forward of portions of a building face, within specified intervals of building width and depth, as a means of breaking up the apparent bulk of a structure’s continuous exterior walls.
  - Articulation is visually breaking up a building façade into intervals by including repetitive features, such as broken rooflines, chimneys, entrances, distinctive window patterns, street trees, and modulation.
- (a) All new buildings over three stories or over 5,000 square feet in gross building footprint or with facades longer than 100 feet measured horizontally shall provide at least three modulation and/or articulation features as described below along any façade that is visible from a street, residential zone or pedestrian pathway. In addition, there must be an entry at least every 60 feet.
- (b) Horizontal building modulation. The depth of the modulation must be at least 2 feet when tied to a change in the roofline and at least 5 feet in other situations. Balconies may be used to qualify for this option, provided they have a floor area of at least 40 square feet, are integrated with the architecture of the building, and project at least 2 feet from the building façade.



Figure 35 – Mixed-use building with modulation to increase its interest and human scale

- (c) Modulated roof line. Buildings may qualify for this option by modulating the roof line of all façades visible from a street, park, or pedestrian pathway consistent with the following standards:
  - (i) For flat roofs or façades with a horizontal fascia or parapet, change the roofline so that no un-modulated segment of roof exceeds 60 feet. Minimum vertical dimension of roof line modulation is the greater of 2 feet or 0.1 multiplied by the wall height (finish grade to top of wall);
  - (ii) For gable, hipped, or shed roofs, a slope of at least 3 feet vertical to 12 feet horizontal; or
  - (iii) Other roof forms such as arched, vaulted, dormer, or saw-toothed may satisfy this design standard if the individual segments of the roof with no change in slope or discontinuity are less than 60 feet in width (measured horizontally).
- (d) Repeating distinctive window patterns at intervals less than the articulation interval.
- (e) Providing a porch, patio, deck, or covered entry for each articulation interval.
- (f) Changing the roofline by alternating dormers, stepped roofs, gables, or changing roof textures on certain features such as metal roofs on towers and dormers to reinforce the modulation or articulation interval.
- (g) Changing materials with a change in building plane.
- (h) Providing lighting fixtures, trellises, trees, or other landscape feature within each interval.
- (i) The Director may increase or decrease the 60-foot interval for modulation and articulation to better match surrounding structures or to implement an adopted subarea plan.



Figure 36 – Example of well-articulated building. Note how awnings, window divisions, pilaster columns, and cornice line all serve to divide up the façade into smaller segments without disrupting the unity of the overall design.



Figure 37 – This development uses a variety of roof forms, heights, and variations in roof textures by using metal hip roofs, different weather protection features, changing building materials and colors, and a modest amount of horizontal building modulation to reduce the overall architectural scale into smaller “storefront” components.



Figure 38 – Good examples of prominent pedestrian entries for large-scale retail uses. Note height change, vertical modulation, use of building materials, colors, and detailing to add interest and emphasis.

- (8) Building Corners. The building corners standards are intended to architecturally accentuate building corners at street intersections, to create visual interest, and to increase activity, where appropriate. All new buildings located within 15 feet of a property line at the intersection of streets are required to employ one or more of the following design elements or treatments to the building corner facing the intersection:
- (a) Provide at least 100 square feet of pedestrian-oriented space between the street corner and the building(s). To qualify for this option, the building(s) must have direct access to the space;
  - (b) Provide a corner entrance to building lobby, atrium, pedestrian pathway, or interior court.
  - (c) Include a corner architectural element such as:
    - (i) Bay window or turret.
    - (ii) Roof deck or balconies on upper stories.
    - (iii) Building corner setback “notch” or curved facade surfaces.
    - (iv) Sculpture or artwork, either bas-relief, figurative, or distinctive use of materials.
    - (v) Change of materials.
    - (vi) Corner windows.
    - (vii) Special lighting.
  - (d) Special treatment of the pedestrian weather protection canopy at the corner of

- (e) the building; and/or
- (e) Other similar treatment or element approved by the director.
- (f) Parking lots are not allowed directly fronting the intersection of two streets.

The director may allow exceptions where no other site configuration is possible.

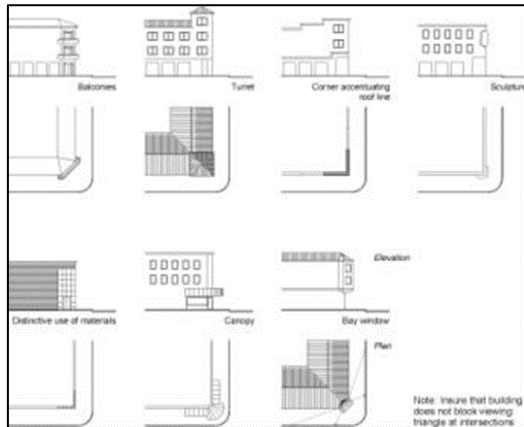


Figure 39 – Corner building treatment



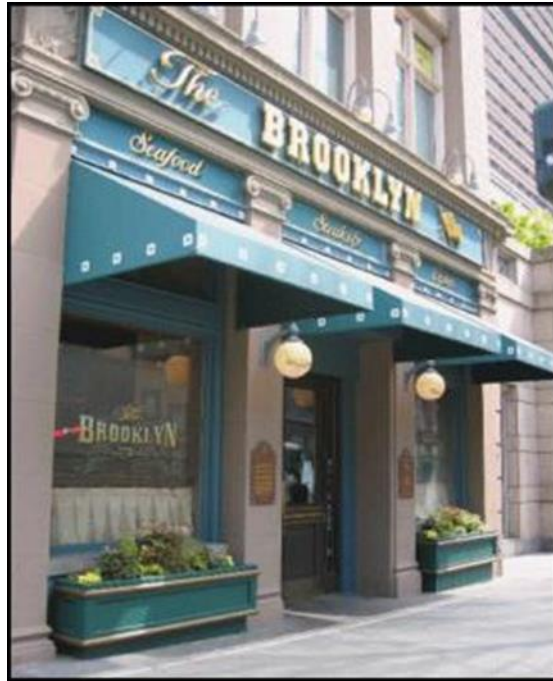
Figure 40 – Decorative use of windows, change of materials, and special lighting create a statement at this corner location.

- (9) Building Design Details. The building design details standards are intended to ensure that buildings have design interest at all observable distances; to enhance the character and identity of the city; and to encourage creative design. At closer distances, the most important aspects of a building are its design details, texture of materials, quality of its finishes, and small, decorative elements. All new commercial buildings and individual storefronts shall include at least one detail element from each of the three categories below. Other mixtures of detail elements will be considered provided they meet the intent of these standards. The applicant must demonstrate how the amount, type, and mix of details meet the intent of these standards. For example, a large building with multiple storefronts will likely need more than one decorative sign, transom window, and decorative kickplate to meet the intent of these standards.

Building details used to meet this standard may also be used to satisfy other applicable requirements, such as for (6) Building Design-Human Scale Standards.

- (a) Window and/or Entry Treatment. Special treatment of windows and doors, other than standard metal molding/framing details, around all ground floor windows and doors, decorative glazing, or door designs.
  - (i) Display windows divided into a grid of multiple panes.
  - (ii) Transom windows.
  - (iii) Roll-up windows/doors.
  - (iv) Other distinctive window treatment that meets the intent of the standards and guidelines.
  - (v) Recessed entry.
  - (vi) Distinctive door.
  - (vii) Arcade.
  - (viii) Landscaped trellises or other decorative element that incorporates landscaping near the building entry.
  - (ix) Other decorative entry treatment that meets the intent of these

- standards.
- (b) Distinct facade attachments:
    - (i) Weather protection element such as a steel canopy, decorative cloth awning, or retractable awning.
    - (ii) (Custom hanging, sculptural, or hand-crafted sign(s).
    - (iii) Building-mounted light fixtures with a diffuse visible light source or unusual fixture.
    - (iv) Special railings, grill work, or landscape guards.
  - (c) Building materials and other facade elements:
    - (i) Use of distinctive building materials such as decorative masonry, shingle, tile, brick, or stone.
    - (ii) Individualized patterns or continuous wood details, such as fancy butt shingles (a shingle with the butt end machined in some pattern, typically to form geometric designs), decorative moldings, brackets, trim or lattice work, ceramic tile, stone, glass block, carrera glass, or similar materials. The applicant must submit architectural drawings and material samples for approval.
    - (iii) Varied rooflines, such as an ornamental molding, entablature, frieze, or other roofline device visible from the ground level. If the roofline decoration is in the form of a linear molding or board, then the molding or board must be at least eight inches wide.
    - (iv) Artwork on the building such as a mosaic mural, bas-relief sculpture, light sculpture, water sculpture, or other similar artwork. Painted murals or graphics on signs or awnings do not qualify.
    - (v) Kickplate, pier, belt course, or other similar facade element.
    - (vi) Special building elements, such as pilasters, entablatures, wainscots, canopies, or marquees, that exhibit nonstandard designs.
    - (vii) Other details that meet the intent of the standards and guidelines as determined by the director.
    - (viii) Elements referenced above must be distinct "one-of-a-kind" elements or unusual designs that require a high level of craftsmanship as determined by the director.



*Figure 41 – The building provides a number of details that enhance the pedestrian environment, including decorative lighting, planter boxes, decorative awnings, historical plaques, and decorative façade elements*

- (10) Building Materials. The building materials standards are intended to encourage the use of a variety of high-quality, durable materials that will enhance the visual image of the city; provide visual interest and distinct design qualities; and promote compatibility and improvement within surrounding neighborhoods through effective architectural detailing and the use of traditional building techniques and materials. The following standards apply:
- (a) Building exteriors shall be constructed from high-quality, durable materials. Building materials such as concrete, masonry, tile, stone and wood are encouraged.
  - (b) Metal siding, when used for walls that are visible from a public street, public park or open space, pathway, or pedestrian route must:
    - (i) Have visible corner moldings and trim and incorporate masonry, stone, or other durable permanent materials within two feet of the ground level;
    - (ii) Incorporate multiple siding materials or façade articulation (see subsection (7) Building Design – Architectural Scale) when the facade is wider than 40 feet;
    - (iii) Alternative standards may be approved by the director; provided, that the design quality and permanence meet the intent of this section.
  - (c) Concrete masonry units (CMU) or cinder block walls, when used for walls that are visible from a street, public park or open space, or pedestrian route, shall be architecturally treated in one or more of the following ways:
    - (i) Use in conjunction with other permitted exterior materials.
    - (ii) Use of a combination of textured surfaces such as split face or grooved to create distinct banding or other design.

- (iii) Use of other masonry types, such as brick, glass block, or tile in conjunction with concrete blocks.
- (iv) Use of decorative coursing to break up blank wall areas.
- (v) Use of matching colored mortar where color is an element of architectural treatment for any of the options above.
- (vi) Other treatment approved by the director.
- (d) Exterior insulation and finish system (EIFS) and similar troweled finishes must:
  - (i) Be trimmed in wood or masonry, and should be sheltered from extreme weather by roof overhangs or other methods in order to avoid deterioration. Weather-exposed horizontal surfaces must be avoided.
  - (ii) Be limited to no more than 50 percent of the facade area.
  - (iii) Incorporate masonry, stone, or other durable material for the first two feet above ground level.
- (e) Prohibited materials in visible locations unless an exception is granted by the director based on the integration of the material into the overall design of the structure:
  - (i) Highly tinted or mirrored glass (except stained glass) covering more than 10 percent of the exterior of any building, or located at the ground level along the street.
  - (ii) Corrugated fiberglass.
  - (iii) Plywood siding, including T-111 and similar siding. Board and batten is an exception.
  - (iv) Non-corrugated and highly reflective sheet metal.
  - (v) Any sheet materials, such as wood or metal siding, with exposed edges or unfinished edges, or made of nondurable materials as determined by the director.
  - (vi) Chain link fencing.

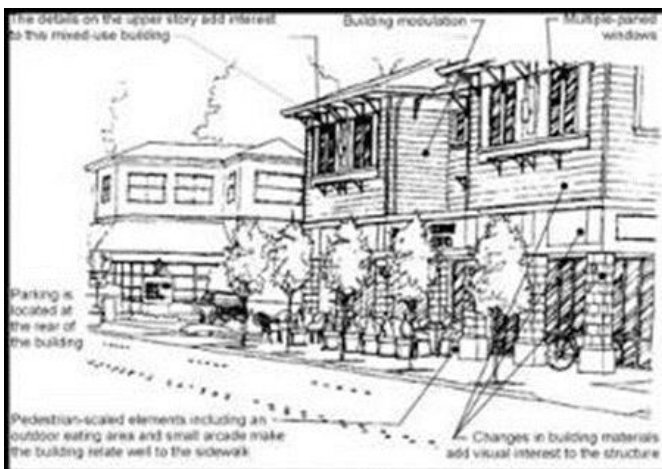


Figure 42 – The use of different building materials, window treatments, and roofline brackets add to the visual interest of this building.



Figure 43 – This storefront effectively combines EIFS and concrete block with wood trim and metal detailing

(11) Blank Walls.

- (a) The blank wall standards are intended to: reduce the visual impact of large, undifferentiated walls; reduce the apparent size of large walls through the use of various architectural and landscaping treatments; enhance the character and identity of the city; and ensure that all visible sides of buildings provide visual interest. Blank walls visible from a public street, sidewalk, trail, interior

pathway, or parking lot are prohibited. A wall (including building facades and other exterior building walls, retaining walls, and fences) is defined as a blank wall if:

- (i) A ground floor wall or portion of a ground floor wall over four feet in height has a horizontal length greater than 15 feet and does not include a transparent window or door; or
  - (ii) Any portion of a ground floor wall having a surface area of 400 square feet or greater does not include a transparent window or door.
- (b) All blank walls visible from a public street, sidewalk, trail, interior pathway, or parking lot shall be treated in one or more of the following measures:
- (i) Incorporate transparent windows or doors and/or display windows;
  - (ii) Install a vertical trellis in front of the wall with climbing vines or plant materials sufficient to obscure or screen at least 60 percent of the wall's surface within three years. For large blank wall areas, the trellis must be used in conjunction with other treatments described below;
  - (iii) Provide a landscaped planting bed at least five feet wide or a raised planter bed at least two feet high and three feet wide in front of the wall. Plant materials must be able to obscure or screen at least 60 percent of the wall's surface within three years;
  - (iv) Provide artwork (mosaic, mural, sculpture, relief, etc.) over at least 50 percent of the blank wall surface; and/or
  - (v) Other method as approved by the director. For example, landscaping or other treatments may not be necessary on a wall that employs high-quality building materials (such as brick) and provides desirable visual interest.

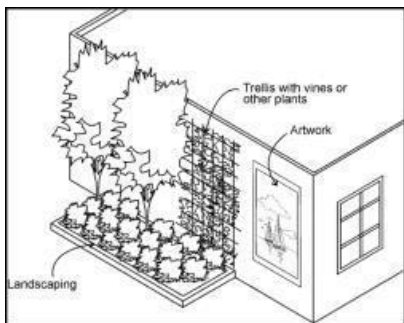


Figure 44 – Blank wall treatments.



Figure 45 – Terraced planting beds effectively screen a large blank wall.

(12) Building Entrances. The intent of the building entrances standards is to ensure that buildings are inviting and accessible, that entrances are easy to locate, and that pedestrian activity is encouraged.

- (a) Primary Building Entrances. The principal building entrances of all buildings shall feature the following improvements, unless the director determines an alternate solution better addresses the guideline's intent:
- (i) Weather Protection. Weather protection at least five feet deep and at least eight feet above ground level is required over the primary entrance to all commercial buildings. Entries may satisfy this requirement by being set back into the building facade.
  - (ii) Lighting. Pedestrian entrances must be lit to at least three foot candles but not more than four foot candles as measured on the ground plane for commercial buildings.



- (iii) Visibility and Accessibility. Building entrances must be prominent and visible from the surrounding streets and must be connected by a walkway to the public sidewalk. Pedestrian pathways from public sidewalks to primary entrances or from parking lots to primary entrances shall be accessible, conforming to federal and state Americans with Disabilities Act requirements, and shall be clearly delineated.
- (iv) Transparency. Entries must feature glass doors, windows, or glazing (window area) near the door so that the visitor and occupant can view people opening the door from the other side.
- (b) Secondary Public Access for Commercial Buildings. Buildings with “secondary” entrances off of a parking lot shall comply with the following measures to enhance secondary public access (applies only to entries used by the public):
  - (i) Weather protection at least three feet deep and at least eight feet above the ground is required over each secondary entry.
  - (ii) Two or more of the design elements must be incorporated within or adjacent to the secondary entry:
    - (A) A transparent window or door to allow visibility into the building;
    - (B) A landscape bed, trellis, or other permanent landscape element adjacent to the entry;
    - (C) Architectural treatments that add visual interest to the entry;
    - (D) Outdoor dining or pedestrian-oriented space;
    - (E) Decorative lighting; or
    - (F) Other design elements that meet the intent of these standards as determined by the director.



Figure 46 – A distinct, weather-protected primary building entrance.



Figure 47 – Examples of secondary public entrances. Note the planters, signage, and awnings.

**22C.065.230 Commercial, multiple-family, townhome, and group residences – Vehicular access and parking location.**

Commercial, apartment, townhome and all group residence developments shall comply with the vehicular access and parking location standards set forth in MMC 22C.020.260.

**22C.065.240 Additional design standards for gas stations, convenience stores, car washes and similar uses.**

Gas stations, convenience stores, car washes and similar uses are subject to the design standards set forth in MMC 22C.020.265.

**22C.065.250 Non-residential open space requirements.**

- (1) New developments with non-residential uses on sites with a total site area greater than 1 acre must provide "pedestrian-oriented open space" equal to at least 1% of the ground floor non-residential building footprint plus 1% of the "site area." The open space may be in the form of "pedestrian-oriented open space" (see subsection (2)(b) of this section), garden, play area or other open space feature that serves both as a visual amenity and a place for human activity. Portions of sidewalks that are wider than 12' and which meet the standards of pedestrian-oriented open space may be counted toward this requirement. For this specific guideline, "site area" includes all land needed for the non-residential portion of the project including parking, service areas, access and required landscaping. The intent of this guideline is to provide for some outdoor space for activities or amenities that enhance the commercial activities, such as outdoor eating areas, display areas, seating, etc.
- (2) Pedestrian-Oriented Open Space. Where "pedestrian-oriented open space" is provided, including, but not limited to areas required in these design the open space according to the following criteria. If sidewalks are wider than the required minimum width, the additional sidewalk width may be counted as pedestrian-oriented open space.
  - (a) Required pedestrian-oriented open space features:
    - (i) Visual and pedestrian access (including ADA compliant access) into the site from a street, private access road, or non-vehicular courtyard.
    - (ii) Paved walking surfaces of either concrete or approved unit paving.
    - (iii) Lighting must conform to these design standards.
    - (iv) Spaces must be located in or adjacent to areas with significant pedestrian traffic to provide interest and security, such as adjacent to or visible from a building entry.
    - (v) Landscaping components that add visual interest and do not act as a visual barrier. This could include planting beds, potted plants, or both.
  - (b) Desirable pedestrian-oriented open space features:
    - (i) Pedestrian amenities, such as a water feature, site furniture, artwork, drinking fountains, kiosks, or other similar features.
    - (ii) At least 2 feet of seating area (a bench or ledge at least 16 inches deep and appropriate seating height) or one individual seat per 60 square feet of plaza area or open space.
    - (iii) Adjacent buildings with transparent window and doors covering 75 percent of the façade between 2 feet and 8 feet above the ground level.
    - (iv) Consideration of the sun angle at noon in the design of the space.
    - (v) Pedestrian weather protection, alcoves, seating, or other features along building edges to allow for outdoor seating areas and a planted buffer.
  - (c) A pedestrian-oriented open space must not have:
    - (i) Asphalt or gravel pavement.
    - (ii) Adjacent parking areas or service areas (e.g.: trash areas) that are not separated with landscaping.
    - (iii) Adjacent chain-link fences.
    - (iv) Adjacent "blank walls" without "blank wall treatment."
    - (v) Outdoor storage that does not contribute to the pedestrian-oriented environment.

**22C.065.260 Residential open space and recreation space required.**

The on-site open space and recreation space standards are intended to provide usable, accessible, and inviting open space for residents that enhances residential areas. Multifamily residential uses in the mixed use zone shall provide open space equivalent to at least 20 percent of the building’s gross floor area; vertical mixed use developments (where commercial and multifamily uses are contained in the same building) shall not be subject to this requirement; provided, that at least 80 percent of the ground floor is exclusively dedicated to commercial uses and residential uses shall be limited to walls not oriented or located along the street. The required area may be satisfied with one or more of the elements listed below:

- (1) Common open space accessible to all residents shall count for up to 100 percent of the required open space. This includes landscaped courtyards or decks, gardens with pathways, children’s play areas, or other multipurpose recreational and/or green spaces. Special requirements and recommendations for common spaces include the following:
  - (a) Space shall be large enough to provide functional leisure or recreational activity area per the director. For example, long narrow spaces less than 20 feet wide rarely, if ever, can function as usable common open space.
  - (b) Consider space as a focal point of development.
  - (c) Open space, particularly children’s play areas, shall be visible from dwelling units and positioned near pedestrian activity.
  - (d) Space shall feature paths, plantings, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable.
  - (e) Individual entries shall be provided onto common open space from adjacent ground floor residential units. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are strongly encouraged to enliven the space.
  - (f) Separate common space from ground floor windows, streets, service areas and parking lots with landscaping and/or low-level fencing, where desirable.
  - (g) Space shall be oriented to receive sunlight, facing east, west, or (preferably) south, when possible.
  - (h) Required setbacks, landscaping, driveways, parking, or other vehicular use areas shall not be counted toward the common open space requirement.
  - (i) Rooftops or rooftop decks shall not be considered as common open space for the purpose of calculating minimum open space area; provided, that the director may consider rooftops or rooftop decks as common open space where usable open space amenities are provided and available to all residents.
  - (j) Outdoor open space shall not include areas devoted to parking or vehicular access.
- (2) The following amenities may be used to satisfy up to 50 percent of the open space requirement. A combination of these amenities may be provided in different ratios; provided, that (i) the total credit for any combination of the following amenities may not exceed 50 percent of the open space requirement, and (ii) the amount of the amenity provided is sufficient to achieve the purpose of the amenity as determined by the director:
  - (a) Individual balconies that provide a space usable for human activity. To qualify, the balconies shall be at least 36 square feet and have no dimension less than six feet.
  - (b) Natural areas that function as an amenity to the development, subject to the following requirements and recommendations:
    - (i) The natural area shall be accessible to all residents. For example, safe and attractive trails provided along or through the natural area where

- they could serve as a major amenity to the development.
    - (ii) Steep slopes, wetlands, or similar unbuildable areas shall not be counted in the calculations for required open space unless they provide a visual amenity for all units, as determined by the director.
    - (c) Storm water retention areas if the facility has natural looking edges, natural vegetation, and no fencing except along the property line. The design of such areas shall go well beyond functional storm water requirements per the director in terms of the area involved and the quality of landscaping and resident amenities. The side slope of the storm water facilities shall not exceed a grade of 1:3 (one vertical to three horizontal) unless slopes are existing, natural, and covered with vegetation.
- (3) Children’s play equipment and recreational activity space for children and/or teens that include parent seating areas are required in residential complexes with 20 or more units. Exceptions: age-restricted senior citizen housing; mixed use developments (combined commercial and residential in same building); developments reserved for student housing; infill lots within the downtown master plan area; and developments located within a quarter mile of safe walking distance to a public park that features a play area.
- (4) Active recreation facilities may be provided, subject to the following:
  - (a) Active recreation facilities may include, but are not limited to, exercise rooms, sports courts, swimming pools, tennis courts, game rooms, or community centers; and
  - (b) Indoor recreation areas may be credited towards the total recreation space requirement, when the city determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors.
- (5) Minimum total open space. In addition to requirements (1) and (2) above, all multifamily development shall include at least 30% of the total lot area as landscaped open space. The landscaped open space shall not include any area used for vehicle circulation or parking, but may include residential open space areas, areas in required building setbacks, play areas, natural areas, and critical areas.

**22C.065.270           Townhouse open space.**

Townhouse and other ground based multifamily shall provide open space as set forth in MMC 22C.020.280.

**22C.065.280           Maintenance or dedication of open space.**

Maintenance and dedication of open space standards are set forth in MMC 22C.010.340.

**22C.065.290           On-site recreation – Fee in lieu of open space.**

Provisions for the city allowing a payment in lieu of providing on-site open space or recreation space are set forth in MMC 22C.020.300.

**22C.065.300           Service areas and mechanical equipment.**

- (1) Service Element Location and Design. All development shall provide a designated spot for service elements. Such elements shall meet the following requirements:
  - (a) Service areas (loading docks, trash dumpsters, compactors, recycling areas, electrical panels, and mechanical equipment areas) shall be located to avoid

negative visual, auditory (noise), olfactory, or physical impacts on the street environment and adjacent residentially zoned properties. The City may require evidence that such elements will not significantly impact neighboring properties or public areas. (For example, the City may require noise damping specifications for fans near residential zones.)

- (b) Exterior loading areas for commercial uses shall not be located within 20 feet of a single family residentially zoned property, unless the Director finds such a restriction does not allow feasible development. In such cases, the areas and drives will be separated from the residential lot by a masonry wall at least 8 feet high. Internal service areas may be located across the street from a single family residential zone.
- (c) Service areas must not be visible from the sidewalk and adjacent properties. Where the City finds that the only option for locating a service area is either visible from a public right-of-way or space or from an adjacent property, the area must be screened with either landscape or structural screening measures provided in MMC Chapter 22C.120 Landscaping and Screening.
- (d) The designated spot for service elements shall be paved with concrete.
- (e) Appropriate enclosure of the common trash and recycling elements shall be required, as determined by the Director. Requirements and considerations:
  - (i) A 6-foot fence constructed of concrete block or brick enclosing trash and recycling receptacles is required. Coordination with the current franchise hauler is required. The sides and rear of the enclosure must be screened with L1, L2, L3, or L4 landscaping (as defined in MMC 22C.120.110) at least 5 feet deep in visible locations as determined by the Director to soften the views of the screening element and add visual interest.
  - (ii) Proximity to adjacent residential units will be a key factor in determining appropriate service element treatment.
  - (iii) Preferably, service enclosures are integrated into the building itself.
- (2) Utility Meters, Electrical Conduit, and Other Service Utility Apparatus. These elements shall be located and/or designed to minimize their visibility to the public. If such elements are mounted in a location visible from the street, pedestrian pathway, common open space, or shared auto courtyards, they shall be screened with vegetation or by architectural features.
- (3) Roof mounted mechanical equipment must be located and screened by a parapet, or other primary building element, so the equipment is not visible within 150 feet of the structure when viewed from the ground level of adjacent properties. Match the color of roof mounted equipment with the exposed color of the roof to minimize visual impacts when equipment is visible from higher elevations nearby.
- (4) Locate and/or shield noise producing mechanical equipment such as fans, heat pumps, etc. so that noise reaching the adjacent properties is less than 50 dBA. If required by the Director, the applicant must demonstrate that this standard is achieved by providing equipment specifications and/or calculations of noise impacts.

### **22C.065.310 Fences.**

- (1) Purpose. The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences provide separation from busy streets, sewer service areas, define vehicle areas, and enhance the appearance of property by providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive

- appearance.
- (2) Types of Fences.
    - (a) The standards apply to walls, fences, trellises, arbors and screens of all types whether open, solid, wood, metal, wire, masonry or other material.
    - (b) No barbed or razor-wire fence shall be permitted, except for the following:
      - (i) Industrial zones.
      - (ii) Confinement of livestock.
      - (iii) Public facilities, transmitter and transformer sites.
      - (iv) Government installations where security or public safety is required.
      - (v) Automobile holding yards and similar businesses if required under state law.
  - (3) Height.
    - (a) Business and Commercial Zones. All yards: eight feet.
    - (b) Industrial Zones. All yards: 10 feet.
    - (c) When a protective fence is located on top of a rockery, any portion of the fence above a height of eight feet shall be an open-work fence.
    - (d) Open wire mesh or similar type fences may be erected in excess of the maximum heights permitted in this code on the periphery of playgrounds associated with private and public schools and parks, public facilities, transmitter and transformer sites, and government installations where security or public safety is required.
    - (e) The height of a fence or freestanding wall, retaining wall or combination of the same shall be measured from its top surface, board, rail, or wire to the natural elevation of the ground on which it stands.
    - (f) Where the finished grade is a different elevation on either side of a fence, the height may be measured from the side having the highest elevation.
  - (4) Setbacks.
    - (a) Front Lot Line.
      - (i) Solid fences greater than four feet in height shall be set back at least 20 feet from the street right-of-way, unless they are used to screen service areas or unsightly areas.
      - (ii) No fence taller than 4 feet above grade shall be located between a street and a building's front façade or entrance.
    - (b) Side lot line: No setback requirement.
    - (c) Rear lot line: No setback requirement.
    - (d) For special rules relating to fences and walls near fire hydrants, see MMC 14.03.050(2) and the International Fire Code.
  - (5) Fence exemptions.
    - (a) The director shall have authority to administratively grant an exception to the fence requirements outlined in this section. The director is authorized to issue exceptions in cases of special hardships, unique circumstances and practical difficulties. No exception shall be granted which would be detrimental to the public health, welfare or environment.
    - (b) In considering a request for a modification of the fence requirements outlined in subsections (1) through (4) of this section, the community development director shall consider the following factors:
      - (i) If the proposed fence is designed and constructed so that it does not cause a public safety hazard by obstructing visibility of pedestrians or motorists using streets, driveways or sidewalks;
      - (ii) The proposed fence will not infringe upon or interfere with utility and/or access easements or covenant rights or responsibilities;
      - (iii) The increased fence height will not adversely affect adjacent property owners or reduce visibility of the property from the street.

**22C.065.320 Special limitations in the business and commercial zones.**

Where lighted signs and illuminated areas are permitted, such illuminating devices shall be shaded and/or directed so as not to visibly create a nuisance to any property in a residential zoning classification.

**22C.065.330 Outdoor lighting.**

- (1) Sight Lighting Levels. All publicly accessible areas shall be lighted with average minimum and maximum levels as follows:
  - (a) Minimum for low or non-pedestrian and vehicular traffic areas -0.5 foot candles;
  - (b) Minimum for moderate or high volume pedestrian areas- 1-2 foot candles; and
  - (c) Maximum (for high volume pedestrian areas and building entries) - up to 4 foot candles.
- (2) Light Quality and Shielding.
  - (a) Parking area lighting fixtures shall be full cut-off; dark sky rated and mounted no more than 20 feet about the ground, with lower fixtures preferable so as to maintain a human scale.
  - (b) Exterior lighting must comply with MMC 22C.065.220(4)(d) of the Lakewood Neighborhood Design Standards.
- (3) Architectural Lighting. The lighting of building features, artwork, and special landscape elements may be allowed, subject to the findings of the Director that the light causes no significant adverse impact.

**22C.065.340 Street connectivity.**

The Lakewood Neighborhood Master Plan places a high priority on being a “walkable” and accessible community. Frequent and attractive connections between destinations through a well-connected system of streets and pathways are required.

- (1) Connectivity to abutting lands. The street system of proposed development shall be designed to connect with existing, proposed, and planned streets outside of the development. Wherever a proposed development abuts unplatted land or other land with the capability of being further subdivided, street stubs shall be provided to allow access to future abutting subdivisions and to logically extend the street system into the surrounding area. All street stubs shall be provided with a temporary turn-around unless specifically exempted by the fire marshal, and the restoration and extension of the street shall be the responsibility of any future developer of the abutting land.
- (2) Continuation of streets. Planned streets shall connect with surrounding streets to permit the convenient movement of traffic between residential neighborhoods and to facilitate emergency access and evacuation. Connections shall be designed to meet or exceed the block standards in subsections (3) below, and to avoid or minimize through traffic on local streets.
- (3) Block size. New development in mixed-use zones shall provide an integrated and connected network of streets to provide “direct” walking route options, orientation, a sense of place, and multiple travel route options. A street network dominated by long, irregular loop roads and cul-de-sacs is not appropriate. Blocks shall be designed to provide vehicular connections at intervals no greater than 600 feet and pedestrian access at intervals no greater than 300 feet (200 feet is preferred).
- (4) Pedestrian access ways. Internal paths, such as an access way in the middle of a

block, are encouraged to provide pedestrian access at intervals no greater than 300 feet to improve pedestrian mobility. Such access ways shall conform to all of the following standards:

- (a) Width. Pedestrian access ways shall be located within dedicated public rights-of-way or private easements allowing public access with a minimum dimension of 10 feet in width;
- (b) Design. Pedestrian access ways shall be constructed to sidewalk standards for Local Access Roads or be designed as a multi-use trail per direction in the Non-Motorized Transportation Systems Plans outlined in the Lakewood Neighborhood Master Plan and 2015 Transportation Element of the Marysville Comprehensive Plan. Also see Chapter 3 of the City of Marysville Engineering Design and Development Standards (EDDS). Alternative designs may be considered where significant environmental constraints are present;
- (c) Safety. The access way shall incorporate design treatments that avoid a "tunnel effect" in the corridor and create a potential safety problem. Design solutions could involve the width, length, and/or the alignment of the corridor, height of fences adjacent to the corridor, lighting treatments, and/or the proposed landscaping along the corridor;
- (d) Accessibility. Pedestrian access ways shall conform to applicable ADA requirements, except where not required by applicable ADA rules and regulations;
- (e) Landscaping. The city may require landscaping to buffer pedestrians from adjacent vehicles and land uses. Plantings shall emphasize drought tolerant and low maintenance materials and shall maintain adequate visibility for safety; and
- (f) Where pedestrian access ways are privately owned, they shall be operated and maintained by the developer until: (1) the declaration and covenants for plat are recorded, and (2) a property owners, business, or homeowners organization has been established which shall be legally responsible for the operation and maintenance of the pedestrian access way.

**22C.065.350 Nonconforming situations.**

Existing developments that do not conform to the development standards of this chapter are subject to the standards of [MMC Chapter 22C.100, Nonconforming Situations](#)

**22C.065.360 Parking and loading.**

The standards pertaining to the required number of auto parking spaces, bicycle parking spaces, parking lot placement, parking lot setbacks and internal parking lot pedestrian connections are stated in [MMC Chapter 22C.130, Parking and Loading](#).

**22C.065.370 Signs.**

The sign standards are stated in [MMC Chapter 22C.160, Signs](#).

**22C.065.380 Landscaping and screening.**

The landscaping and screening standards are stated in [MMC Chapter 22C.120, Landscaping and Screening](#).



## **ARTICLE IV. DECORATIVE STREET LIGHTING STANDARDS**

### **22C.065.390 Decorative Street Lighting Standards.**

- (1) All decorative street light installations shall be Philips Lumec Renaissance Series color BRTX (textured bronze) or approved equal, and shall include the following, or latest model:
  - (a) Philips Lumec Renaissance Series fixture product number RN20-(90 or 135)W80LED-ACDR-LE3R-240-BRTX.
  - (b) Philips Lumec pole product number SSM8V-25-BRTX including pole, access door, plant support, decorative cover, ballast module, ballast tray, weld cover, base cover and GFCI receptacle.
  - (c) Philips Lumec Renaissance Series mounting arm product number NMIA-RNA-BRTX.
  - (d) Philips Lumec Renaissance Series Pedestrian scale lighting may also be required and shall be determined based upon projects details specific to the location pedestrian sidewalk and/or multi-use path design. This product may include a standalone decorative pole with fixture or a decorative arm and fixture mounted on the decorative street light pole.
- (2) Decorative street light standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans. All welds shall comply with the latest AASHTO Standard Specifications for Support of Highway Signs, Luminaires, and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A, Welding Inspection.
- (3) All decorative street light standards shall meet the following:
  - (a) All poles and arms shall be round tapered steel.
  - (b) All lamps and electrical components shall be accessible without tools.
  - (c) Optical systems shall be IP66 rated.
  - (d) Luminaires shall incorporate LED lamps with an L70 rated LED lamp and driver life of 100,000 hours or greater.
  - (e) LED lamps shall have a color temperature of 4000K (+/- 350K).
  - (f) Decorative street light standards, luminaire arms, banner arms (if required), decorative bases, and visible mounting hardware shall be of the color BRTX (textured bronze) with a powder coating.
  - (g) Bolts shall be per manufacturer recommendation and installed per the Plans and Specifications.
  - (h) All poles shall have a hand hole for access to the tray-mounted ballasts.
  - (i) All standards shall be rated to withstand 100 MPH steady wind with a gust factor of 1.3.
  - (j) Bolt circle allowed shall be 11" @ 13".
  - (k) All poles and luminaire arms shall incorporate decorative elements identical too or similar to those shown within the Plans.
- (4) Every other (a minimum of fifty (50) percent of installed) decorative street light standard shall meet the following:
  - (a) Have a 120V built in duplex GFCI receptacle outlets installed at the top of the pole. The GFCI receptacle outlet circuit shall be placed on a 20 amp minimum circuit. The GFCI receptacle outlets shall be inspected utilizing a standard off-the-shelf GFCI receptacle tester, prior to project completion, by the contractor in the presence of the City signal technician or City electrical inspector. GFCI outlets which fail the test shall be replaced by the contractor and retested by

- the contractor in the presence of the City signal technician or City electrical inspector.
- (b) Have banner arms permanently mounted at a height of 20 feet and banner arms mounted to an adjustable clamp assembly at a height of 12 feet. Banner arms shall be thirty-six (36) inches long and have a three (3) inch ball at the end.
  - (c) Banner arm mounts and duplex GFCI receptacle outlets shall be oriented 180 degrees from the steel arms of the luminaire.
- (5) Decorative street light standards shall be engineered by the pole manufacturer. Drawings shall be stamped by a licensed structural engineer with current valid State of Washington stamp. The foundation shall be engineered by a licensed structural engineer using pole manufacture data and project supplied soils testing report. Engineered/ stamped plans by a currently licensed structural engineer shall be submitted to the project engineer. Foundation work and pole manufacture shall not commence until engineered plans have been approved by the project engineer. All poles shall be circular in cross-section.
  - (6) After delivering the standards to the job site and before they are installed, they shall be stored in a place that will not inconvenience the public. All standards shall be installed in compliance with Washington State Utility and Electrical Codes.
  - (7) Factory approved touch-up paint of color BRTX (textured bronze) in the quantity of 1 unopened gallon shall be supplied to the City prior to project completion.

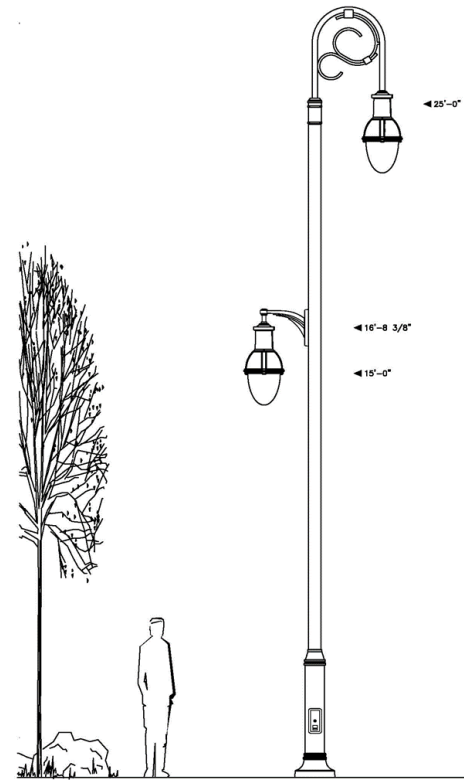


Figure 48 – Decorative street lighting required in the Lakewood neighborhood.

## EXHIBIT B

### 22C.010.280 Cottage housing developments.

(1) Purpose. The purpose of this section is to:

- (a) Provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households);
- (b) Provide opportunities for ownership of small, detached units within a single-family neighborhood;
- (c) Encourage creation of more usable space for residents of the development through flexibility in density and lot standards;
- (d) Support the growth management goal of more efficient use of urban residential land; and
- (e) Provide guidelines to ensure compatibility with surrounding uses.

(2) Applicability. Cottage housing developments are allowed, as follows:

- (a) Within residentially zoned properties in Downtown Planning Area 1;
- (b) Within single-family zones where properties are encumbered by at least 35 percent critical areas and associated buffers;
- (c) On single-family zoned parcels adjacent to multifamily, commercial and industrial zoned parcels, as a transition to multifamily, commercial and industrial uses, including across the street on a case-by-case basis, if approved by the director;
- (d) Within residentially zoned properties in the Lakewood Neighborhood Planning Area 11;
- ~~(d)~~(e) Within single-family zones where two or more unique site circumstances exist. Unique site circumstances may include shared common boundary with a city-owned park or nature preserve; close proximity to multifamily, commercial or industrial zoned properties as a complementary use; or other unique site circumstances as determined by the director; and
- ~~(e)~~(f) Within multifamily zoned properties.

(3) Review Process.

- (a) Cottage housing developments that are developed with all cottages located on a common lot shall be processed in accordance with Chapter [22G.120](#) MMC, Site Plan Review; and

(b) Cottage housing developments that are developed with cottages on individual lots shall be processed in accordance with Chapter [22G.090](#) MMC, Subdivisions and Short Subdivisions.

(4) Accessory Uses. The following accessory uses are permitted within cottage housing developments:

(a) Community Buildings. Commonly owned community building(s) for the use of the residents of the cottage housing development are allowed but not required. Where provided, common buildings must be centrally located; clearly incidental in use and size to the rest of the development; and similar in design (i.e., roof pitch, architecture, materials and colors) to the cottage units. Common buildings may include meeting space, recreational facilities, a food preparation area, sinks, and toilets, but shall not include commercial uses, sleeping quarters, or bathing facilities (unless the bathing facility is clearly incidental to a recreational facility located within the common building).

(b) Garages or carports as outlined in subsection (11) of this section.

(c) Community gardens, play structures, and similar amenities for use of the occupants of the cottage housing development.

(5) Accessory Dwelling Units. Accessory dwelling units and/or extended-family dwelling units are not allowed in cottage housing developments.

(6) Density and Dimensions.

Density (dwelling unit/ acre)	2 times the base density of the underlying zone <sup>(a)</sup>
Development size	Minimum 4 cottage units.  Maximum 12 cottage unit per grouping. Development may contain multiple groupings.
Minimum lot size	Beyond density and dimensional restrictions, there is no required minimum lot size for subdivided cottage lots.

Minimum front setback or yard	10 feet <sup>(b)</sup>
Minimum side setback or yard	5 feet <sup>(c), (d)</sup>
Minimum rear setback or yard	10 feet <sup>(b), (c)</sup>
Minimum setback from critical area buffers, or critical areas, if no buffer is required	15 feet
Maximum building coverage: percentage	40 percent <sup>(e)</sup>
Maximum impervious coverage: percentage	60 percent <sup>(e)</sup>

(a) Existing detached single-family residences, which may be nonconforming with respect to the standards of this section, shall be permitted to remain; provided, that the extent of the nonconformity may not be increased. Said residences shall be included in the maximum permitted cottage density, and must meet the applicable density and dimensional requirements of the underlying zone.

(b) The front and rear yard setbacks for cottages and two-story accessory structures shall be increased to 20 feet along the perimeter of cottage housing developments that abut existing single-family residential development or single-family zoned properties; provided, that this requirement shall not apply along perimeter boundaries abutting public right-of-way, or for infill lots located within Downtown Planning Area 1.

(c) The side or rear yard setback adjacent to a public street or private drive aisle shall be 10 feet except when the side or rear yard abuts a designated arterial in which case the setback shall be increased to 15 feet.

(d) There shall be a minimum separation of six feet between principal structures; provided, that:

(i) Where cottages will be subdivided onto individual lots, a five-foot side yard setback from the property line and 10 feet of structure separation shall be provided;

(ii) When there is a principal entrance on an interior facade of either or both of the facing facades, the minimum separation shall be 10 feet; and

(iii) When there is a principal entrance along a side facade, the side yard shall be no less than 10 feet.

(e) The building and impervious surface coverage allowances apply to the overall development site (when subdivision is not proposed), or to the individual lots.

(7) Cottage Size, Height, and Porch Dimensional Standards.

Maximum cottage main floor area	800 square feet <sup>(a)</sup>
Maximum cottage total floor area	1 1/2 times the area of the main floor or 1,200 square feet, whichever is less.
Height	18 feet  23 feet (to ridge of pitched roof with minimum slope of 4:12)  28 feet (to ridge of pitched roof with minimum slope of 6: 12)  All parts of roof above 18 feet must be pitched.
Porch (primary)	Primary entry: 60 square feet  Minimum dimension: 6 feet
Porch (secondary)	Secondary entry: 36 square feet  Minimum dimension: 6 feet

(a) Cottage floor area shall be subject to the following standards:

(i) Enclosed space in a cottage located either above the main floor and more than 12 feet above finished grade, or below the main floor, shall be limited to no more than 50 percent of the enclosed space of the main floor, or 400 square feet, whichever is less. This restriction applies regardless of whether a floor is proposed in the enclosed space, but shall not apply to attic or crawl spaces (less than six feet in height).

(ii) Attached garages shall be included in the calculation of total floor area.

(iii) Areas that do not count as total floor area are:

(A) Unheated storage space located under the main floor of the cottage.

(B) Attached roofed porches.

(C) Detached garages or carports.

(D) Spaces with ceiling height of six feet or less measured to the exterior walls, such as a second floor area under the slope of a roof.

(iv) The total square foot area of a cottage dwelling unit may not be increased. A note shall be placed on the title to the property for the purpose of notifying future property owners that any increase in the total square footage of a cottage is prohibited for the life of the cottage or the duration of city cottage regulations.

(8) Cottage Orientation and Open Space Standards. Cottages shall meet the following orientation and open space standards:

(a) Cottages shall be oriented around and have their main entry from the common open space.

(b) Each cottage shall abut the common open space, and the common open space shall have cottages abutting at least two sides.

(c) Four hundred square feet of open space shall be provided (200 square feet of private open space and 200 square feet of common open space).

(i) Private and common open space must be calculated separately (i.e., private open space does not count towards common open space, and common open space does not count towards private open space);

(ii) All open space must be usable and located at ground level. Critical areas and buffers shall not count towards open space;

(iii) Setbacks shall not be counted as either private or common open space unless the setback abuts a designated common open space area in which case the setback area may meet both setback and private open space requirements.

(d) Private open space shall:

(i) Be located in a contiguous area and abut the cottage it serves;

- (ii) Be oriented towards the common open space as much as possible;
- (iii) Have no horizontal dimension less than 10 feet; and
- (iv) A fence or hedge not to exceed three and one-half feet may separate private open space from common open space.

(e) Common open space shall:

- (i) Be provided in a contiguous area to the extent feasible;
- (ii) Be allocated so that at least 50 percent of the common open space for a grouping of cottages is located centrally among the grouping of cottages; and
- (iii) Have no horizontal dimension less than 15 feet.

(9) Building Design Standards – Including Garages/Parking Structures. The purpose of the design standards is to: encourage variety and visual interest in new residential development in a manner that is compatible with the neighborhood character; ensure the scale of the cottages is proportional to their lot and parcel size; provide landscaping between new and existing development to buffer and provide a transition, to enhance the building and site appearance, and to maintain the quality of the neighborhood.

(a) Inviting Facade. Each cottage unit shall have an inviting facade for any facades abutting common open space areas, public rights-of-way, and private roads or accesses serving the cottage housing development. If a cottage unit abuts more than one public right-of-way or private road or access, the director shall determine which access the inviting facade shall be oriented towards.

(b) Building Character Proportionality and Massing. Size and height reductions of cottage housing, design techniques and perimeter buffer landscaping shall be used to promote compatibility with the surrounding neighborhood and proportionality and massing of new cottage development adjacent to existing single-family neighborhoods.

(c) Variety in Buildings and Visual Interest with Consistency in Architectural Style. The building designs and layout shall prevent the repetitive use of the same combination of building features, building layout, and site design elements within any cottage development, grouping of cottages, and adjacent dwellings.

(i) Varied and Interesting Rooflines. Varied and interesting rooflines must be provided which include use of varied pitched roof styles, gables, or dormers. Roof breaks or step-downs are encouraged and can be used to reduce required setbacks adjacent to parcel boundaries.

(ii) Separation of Identical Buildings and Elevations. Units of identical elevation types must be separated by at least two different elevations. This will result in at least three different building elevation plans per cluster. No two adjacent structures shall be built with the same building elevation (reverse elevations do not count as a different building elevation), facade materials, or colors.



(iii) Different Roof, Window Design and Entries. Provide differing roof forms, gables or dormers. Roof overhangs a minimum of six inches are required. Different window design, entry treatments and base treatments shall be utilized to help achieve variety.

(iv) Corner Lot Cottages. Cottages on corner lots shall be architecturally designed to provide modulation and detail on both frontages. Examples of modulation include use of bay windows, wrapped porches, and dormers.

(v) Open and Closed Cottages along Private Side Yards. Private side yards are an important element in cottage development. The side yard is typically designated to a particular cottage (like zero lot line homes) and this cottage should be open to the side yard using doors, windows or a wrapped porch. The adjacent cottage having a closed side and window placement is an essential part of the design to achieve this relationship.

(d) Variety in Building Design. Provide variety and visual interest by using a combination of building elements, features and treatments in cottages as well as garages. Structures must include building articulation, change in materials or textures, windows, or other architectural features. A minimum of at least one side articulation or roof break shall occur for side elevations facing public streets or common open spaces or walkways to the common open spaces. No blank walls are allowed. The following building elements, features, and treatments that provide variety and visual interest shall be used in combination to create variety in building design, but are not limited to:

(i) Variation in building type and plans.

(ii) Variation in layout and orientation.

(iii) Variation in building materials, mixture and texture.

(A) Vertical Changes. Changes in materials in a vertical wall shall occur at an internal corner or a logical transition such as aligning with a window edge or chimney.

(B) Horizontal Changes. Transition in materials on a wall surface, such as shingle or lap siding, shall be required to have a material separation, such as a trim band board.

(C) Acceptable Exterior Wall Material. Wood, cement fiberboard, stucco, standard sized brick and stone may be used. Simulated stone, wood, stone or brick may be used to detail homes.

(D) Trim. Trim may be wood, cement fiberboard, stucco, or stone materials. Trim is required around all doors and windows. The trim must be three and onehalf inches minimum and be used on all elevations.

(iv) Building modulation.

- (v) Building intervals and articulation.
- (vi) Varying roof shapes, pitches and gables.
- (vii) Varied roof heights and roof breaks or roof extensions.
- (viii) Dormers.
- (ix) Window trim and mullions.
- (x) Bay windows or bump outs.
- (xi) Entry enhancement.
- (xii) Porches and patios. (Porches with railings preferred.)
- (xiii) Use of varied siding, trim and base colors.
- (xiv) At a minimum use bottom and top material treatment and if recommended use tripartite architecture.
- (xv) Chimney or tower.
- (xvi) Trellis.
- (xvii) Belly bands, brackets/braces.
- (xviii) Other building elements and the combined use of the above shall be approved by the planning director.

(10) Site Access Standards. Access to the cottage housing development shall be provided as follows:

- (a) Access to parking shall be from the alley when the cottage housing development abuts a platted alley improved to the city's engineering design and development standards, or when the director determines that alley access is feasible and desirable to mitigate parking access impacts.
- (b) For cottage housing developments where all of the cottages are located on a common lot and alley access is not available, the private drive aisle standards outlined in MMC [22C.130.050](#) Table 2 shall apply.
- (c) For cottage housing developments where the cottages will be subdivided onto individual lots, the city's PRD and cottage housing street standards as set forth in the Engineering Development and Design Standards (EDDS) shall apply. The "PRD and Cottage Housing Access Street" standard shall apply where fewer than 20 dwelling units are proposed, and the "PRD and Cottage Housing Access Street with Parking" standard shall apply where 20 or more dwelling units are proposed. Modifications to the "PRD and Cottage Housing Access Street" and the "PRD and Cottage Housing Access Street with Parking" standards may be requested for sidewalks, planter strips, and on-street parking. The burden to clearly demonstrate the proposed modification

meets the requirements of this section is the applicant's. (Note: It is not likely multiple reductions will be allowed along a single section of road.) If requesting a modification, the applicant shall submit an integrated pedestrian travel, landscape and parking plan as well as other information to demonstrate:

(i) Safe, aesthetically pleasing pedestrian travel is provided throughout the development.

(ii) Pedestrian travel within the development shall be tied to pedestrian travel routes outside the development, actual and/or planned.

(iii) Reduction of planter strips shall require additional equivalent or greater landscaping to benefit the development.

(iv) Any proposed modifications shall allow for efficient flow and movement of automobiles and pedestrians without negatively altering or constraining their movement.

(d) Five-foot-wide pedestrian pathways (sidewalks) must be included to provide for movement of residents and guests from parking areas to homes and other amenities.

(11) Parking Standards. Parking shall meet the following standards:

(a) Off-street parking spaces shall be provided as follows:

(i) One space for cottages 700 square feet or less;

(ii) One and one-half spaces for cottages 701 to 1,000 square feet; and

(iii) Two spaces for cottages 1,001 to 1,200 square feet.

(b) Parking stalls, garages and carports must be screened from public streets or abutting residential properties.

(c) Parking stalls, garages and carports shall be located in the following preferential order:

(i) To the rear of the units accessed off an alley;

(ii) To the side of the units accessed by a private driveway; or

(iii) A garage, landscaping, and/or fencing shall screen parking next to a side street.

(d) Parking stalls, garages and carports must meet the front yard setback requirements outlined in subsection (6) of this section.

(e) Parking areas must be located in clusters of not more than six adjoining spaces. Landscaping or other architectural features shall separate clusters of parking, and clusters of parking from common areas.

(f) The parking area should not be the major view from the public right-of-way or street. Landscaping, cottages, or the common area should provide the view into the cottage development.

(g) Garages and carports shall be located so their visual presence is minimized, and associated noise or other impacts do not intrude into public spaces.

(h) The architectural design of all garages and carports must be similar and compatible to that of the cottage dwelling units within the development.

(i) Garage and carport rear and side elevations facing the public street or adjacent existing development shall have architectural details to minimize the impact of the facade.

(j) A six-single-vehicle-stall garage or carport is the maximum number allowed in any garage or carport.

(k) Shared detached garage structures shall be reserved for the parking of vehicles owned by the residents of the development. Storage of items which precludes the use of the parking spaces for vehicles is prohibited.

(12) Screening Standards.

(a) Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or otherwise treated (i.e., through setbacks or architectural techniques) to meet the intent of this section.

(b) Yard and open space fencing within the cottage housing development shall not exceed three and one-half feet tall.

(c) Trash and Recycling Container Enclosure and Landscape Screening. All dumpster containers, individual refuse containers, and trash compactors shall be enclosed per the following standards:

(i) All loading, trash, recycling and storage areas shall be located so they are not visible from streets and will be concealed.

(ii) An architectural screen shall surround all sides except the access entry. Building walls of adjacent structures may be used to partially satisfy this requirement. Screen walls shall be a solid visual screen constructed out of metal, concrete, and/or masonry units; or other materials similar to the cottages and garage structures. Required gates and trellises, and other architectural screening elements, shall be designed so that they complement the surrounding buildings unless there is some overriding fire access issue.

(iii) A concrete slab shall be installed as the base material within the enclosure.

(13) Homeowners' Association. A homeowners' association and covenants are required for the maintenance of the common areas and buildings.

(14) Requests for Modifications to Standards. The community development director may approve minor modifications to the general parameters and design standards set forth in this chapter, provided the site is constrained due to unusual shape, topography, easements or sensitive areas.

(a) The modification is consistent with the objectives of this chapter.

(b) The modification will not result in a development that is less compatible with neighboring land uses.

## EXHIBIT C

### **22C.010.300 Commercial, multiple-family, townhome, and group residences – Vehicular access and parking location.**

- (1) On sites abutting an alley, commercial, apartment, townhome and all group residence developments shall have parking areas placed to the rear of buildings with primary vehicular access via the alley, except when waived by the planning director due to physical site limitations.
- (2) When alley access is available, and provides adequate access for the site, its use will be required unless determined to be infeasible or undesirable as determined by the community development director encouraged.
- (3) When common parking facilities for attached dwellings and group residences exceed 30 spaces, no more than 50 percent of the required parking shall be permitted between the street property line and any building, except when authorized by the planning director due to physical site limitations.
- (4) Direct parking space access to an alley may be used for parking lots with five or fewer spaces.

## EXHIBIT D

### 22C.010.320 Open space and recreation space required.

The on-site open space and recreation space standards are intended to provide usable, accessible, and inviting open space for residents that enhances residential areas. Multifamily residential uses shall provide open space equivalent to at least 20 percent of the building's gross floor area. The required area may be satisfied with one or more of the elements listed below:

(1) Common open space accessible to all residents shall count for up to 100 percent of the required open space. This includes landscaped courtyards or decks, gardens with pathways, children's play areas, or other multipurpose recreational and/or green spaces. Special requirements and recommendations for common spaces include the following:

(a) Space shall be large enough to provide functional leisure or recreational activity area per the director. For example, long narrow spaces less than 20 feet wide rarely, if ever, can function as usable common open space.

(b) Consider space as a focal point of development.

(c) Open space, particularly children's play areas, shall be visible from dwelling units, ~~and~~ and positioned near pedestrian activity, and be accessible to all units.

(d) Space shall feature paths, plantings, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable.

(e) Individual entries shall be provided onto common open space from adjacent ground floor residential units. Small, semiprivate open spaces for adjacent ground floor units that maintain visual access to the common area are strongly encouraged to enliven the space.

(f) Separate common space from ground floor windows, streets, service areas and parking lots with landscaping and/or low-level fencing, where desirable.

(g) Space shall be oriented to receive sunlight, facing east, west, or (preferably) south, when possible.

(h) Required setbacks, landscaping, driveways, parking, or other vehicular use areas shall not be counted toward the common open space requirement; provided that, side and rear setbacks may contribute to open space on infill lots when the director determines that the setback area provides functional leisure or recreational area.

(i) Rooftops or rooftop decks shall not be considered as common open space for the purpose of calculating minimum open space area; provided, that the director may consider rooftops or rooftop decks as common open space where usable open space amenities are provided and available to all residents.

(j) Outdoor open space shall not include areas devoted to parking or vehicular access.

(2) The following amenities may be used to satisfy up to 50 percent of the open space requirement. A combination of these amenities may be provided in different ratios; provided, that (i) the total credit for any combination of the following amenities may not exceed 50 percent of the open space requirement, and (ii) the amount of the amenity provided is sufficient to achieve the purpose of the amenity as determined by the director:

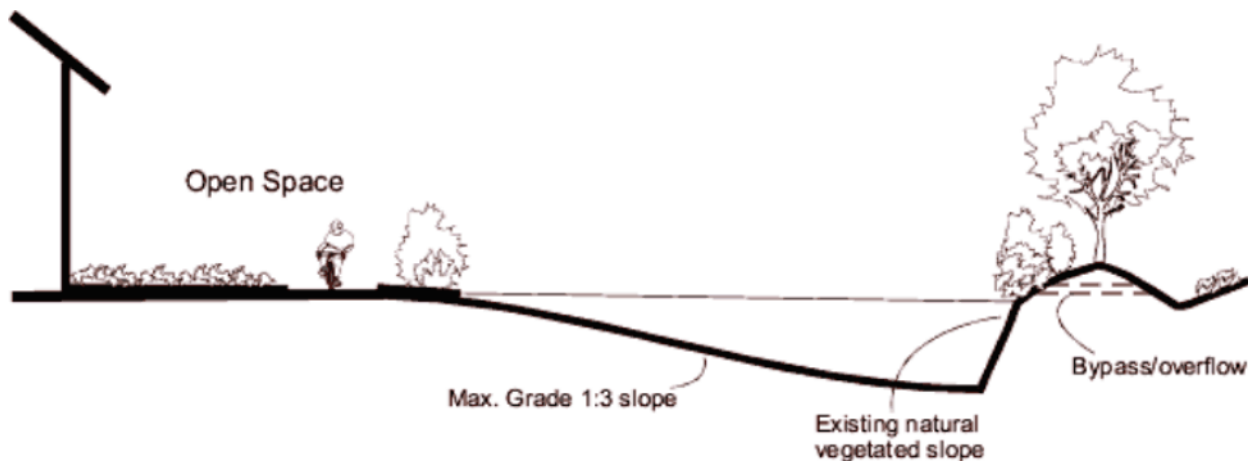
(a) Individual balconies that provide a space usable for human activity. To qualify, the balconies shall be at least 365 square feet and have no dimension less than six ~~four~~ feet.

(b) Natural areas that function as an amenity to the development, subject to the following requirements and recommendations:

(i) The natural area shall be accessible to all residents. For example, safe and attractive trails provided along or through the natural area where they could serve as a major amenity to the development.

(ii) Steep slopes, wetlands, or similar unbuildable areas shall not be counted in the calculations for required open space unless they provide a visual amenity for all units, as determined by the director.

(c) Storm water retention areas if the facility has natural-looking edges, natural vegetation, and no fencing except along the property line. The design of such areas shall go well beyond functional storm water requirements per the director in terms of the area involved and the quality of landscaping and resident amenities. The side slope of the storm water facilities shall not exceed a grade of 1:3 (one vertical to three horizontal) unless slopes are existing, natural, and covered with vegetation.



**Figure 14 – Conditions for storm water to be counted as an amenity.**

(3) Children’s play equipment and recreational activity space for children and/or teens that include parent seating areas are required in residential complexes with 20 or more units.



Exceptions: age-restricted senior citizen housing; mixed use developments; developments reserved for student housing; and developments located within a quarter mile of safe walking distance to a public park that features a play area.

(4) Active recreation facilities may be provided instead of common open space, subject to the following:

(a) Active recreation facilities may include, but are not limited to, exercise rooms, sports courts, swimming pools, tennis courts, game rooms, or community centers; and

(b) Indoor recreation areas may be credited towards the total recreation space requirement, when the director determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors.



**Figure 1514 – A residential courtyard providing semiprivate patio spaces adjacent to individual units.**



**Figure 1615-- Balconies provide private, usable open space for residents.**



**Figure 17\_16 – Children’s play area incorporated into a multifamily development.**

## EXHIBIT E

### 22C.010.330 Townhouse open space.

Townhouses and other ground based multifamily residential units with individual exterior entries must provide at least 200 square feet of private open space per dwelling unit adjacent to, and directly accessible from, each dwelling unit. This may include private balconies, individual rear yards, landscaped front yards, and covered front porch areas. Exception: Common open space designed in accordance with MMC [22C.010.320\(1\)](#) may substitute for up to 50 percent of each unit's required private or semi-private open space on a square foot per square foot basis.



Figure ~~18~~ 17 – Common open space for a townhouse development.



Figure ~~19~~ 18 – These townhouses provide balconies and semi-private yard space.



**Figure 2019 - Example townhouse configuration with a combination of private open spaces adjacent to units and larger common open space accessible to all units.**

## EXHIBIT F

### **22C.010.350 On-site recreation – Fee in lieu of open space or recreation spacearea.**

Nothing herein shall prohibit voluntary agreements with the city that allow a payment in lieu of providing on-site open space or recreation space when a proposed development is located within one-quarter mile of an existing or proposed recreational facility; and, in the discretion of the director, the proposed recreation facility will be of greater benefit to the prospective residents of the development.

## EXHIBIT G

### **22C.010.370 Storage space and collection points for recyclables.**

Developments shall provide storage space for the collection of recyclables as follows:

(1) The storage space shall be provided at the rate of:

(a) One and one-half square feet per dwelling unit in multiple-dwelling developments except where the development is participating in a public agency-sponsored or approved direct collection program in which individual recycling bins are used for curbside collection;

(b) Two square feet per every 1,000 square feet of building gross floor area in office, educational and institutional developments.

(2) The storage space for residential developments shall be apportioned and located in collection points as follows:

(a) The required storage area shall be dispersed in collection points throughout the site when a residential development comprises more than one building.

(b) There shall be one collection point for every 30 dwelling units.

(c) Collection points may be located within residential buildings, in separate buildings/structures without dwelling units, or outdoors.

(d) Collection points located in separate buildings/structures or outdoors shall be no more than 200 feet from a common entrance of a residential building.

(e) Collection points shall be located in a manner so that hauling trucks do not obstruct pedestrian or vehicle traffic on-site or project into any public right-of-way.

(3) The storage space for nonresidential development shall be apportioned and located in collection points as follows:

(a) Storage space may be allocated to a centralized collection point.

(b) Outdoor collection points shall not be located in any required setback areas.

(c) Collection points shall be located in a manner so that hauling trucks do not obstruct pedestrian or vehicle traffic on-site or project into any public right-of-way.

(d) Access to collection points may be limited, except during regular business hours and/or specified collection hours.

(4) The collection points shall be designed as follows:

(a) Dimensions of the collection points shall be of sufficient width and depth to enclose containers for recyclables.

(b) Architectural design of any structure enclosing an outdoor collection point or any building primarily used to contain a collection point shall be consistent with the design of the primary structure(s) on the site.

(c) Collection points shall be identified by signs not exceeding two square feet.

(d) A six-foot wall or fence shall enclose any outdoor collection point, ~~excluding collection points located in industrial developments that are greater than 100 feet from residentially zoned property.~~

(e) Enclosures for outdoor collection points and buildings used primarily to contain a collection point shall have gate openings at least 12 feet wide for haulers. In addition, the gate opening for any building or other roofed structure used primarily as a collection point shall have a vertical clearance of at least 12 feet.

(f) Weather protection of recyclables shall be ensured by using weather-proof containers or by providing a roof over the storage area.

(5) Only recyclable materials generated on-site shall be collected and stored at such collection points. Except for initial sorting of recyclables by users, all other processing of such materials shall be conducted off-site.

## EXHIBIT H

### **22C.020.260 Commercial, multiple-family, townhome, and group residences – Vehicular access and parking location.**

- (1) On sites abutting an alley, commercial, apartment, townhome and all group residence developments shall have parking areas placed to the rear of buildings with primary vehicular access via the alley, except when waived by the planning director due to physical site limitations.
- (2) When alley access is available, and provides adequate access for the site, its use will be ~~encouraged~~required unless determined to be infeasible or undesirable as determined by the community development director.
- (3) When common parking facilities for attached dwellings and group residences exceed 30 spaces, no more than 50 percent of the required parking shall be permitted between the street property line and any building, except when authorized by the ~~planning~~community development director due to physical site limitations.
- (4) Direct parking space access to an alley may be used for parking lots with five or fewer spaces.



## EXHIBIT I

### **22C.020.265 Design standards for gas stations, convenience stores, car washes and similar uses.**

(1) All structures (primary building, screening walls, canopy, canopy supports, signs, dumpster enclosures, etc.) should match architecturally: by incorporating similar materials, detailing, roof, and building forms and landscaping.

(2) Pad buildings and landscaping should match the surrounding shopping center.

~~(3) Architectural interest and detail should be provided on all sides of building.~~

~~(4) Quality roofing materials (mission tile, concrete tile, standing seam metal, etc.) should be used on all visible pitched roofs.~~

~~(5) Excessively straight and unvarying rooflines should be broken by using offsets, varying heights, stepping, or different orientations to produce a more interesting roofline.~~

~~(36)~~ The exterior building material should be continued along the base of the storefront windows at a minimum height of 20 inches.

~~(47)~~ A three-foot-wide strip of foundation landscaping shall be provided along at least 50 percent of the building's front elevation~~frontage~~.

~~(5)~~ A three-foot tall masonry screen wall, earth berm, or combination shall be provided along all street frontages.

~~(68)~~ A two-foot-plus border of textured paving should be provided:

- (a) Around the footprint of the gasoline canopy;
- (b) Between the pump area and the store entrance;
- (c) Where the public sidewalk crosses the driveways; and
- (d) In other pedestrian areas.

~~(79)~~ Vehicular and pedestrian cross-access should be provided with adjacent commercial properties.

~~(810)~~ Pad development sites should "share" driveways with the surrounding shopping center when reasonable to do so.

~~(911)~~ All walls shall incorporate offsets to break up long lineal masses and cap detail or relief band to add interest. Wall materials and colors (on both sides of wall) should match primary building.

~~(1012)~~ A three-foot masonry screen wall, earth berm, or combination shall be provided along all street frontages.

~~(13) Refuse containers shall be screened with a six-foot masonry wall on three sides.~~

(~~11~~14) Automobile service and wash bays visible from the public street shall be screened with a six-foot masonry wall.

(~~12~~15) Service activity areas (automotive, tire, etc.) should be oriented away from residential uses.

(~~13~~16) Signage shall be an integral design element of a project and compatible with the exterior architecture with regard to location, scale, color and lettering.

(~~14~~17) All sign colors and materials should match those of the building or the "corporate colors." Opaque or muted sign backgrounds with cabinet-type signs are encouraged.

(~~15~~18) No commercial signage should occupy the pump island area. All directional signs should be architecturally integrated.

(~~16~~19) Gasoline price signs should be architecturally integrated with other signs or structures.

## EXHIBIT J

### 22C.020.270 Open space and recreation space required.

The on-site open space and recreation space standards are intended to provide usable, accessible, and inviting open space for residents that enhances residential areas. Multifamily residential uses in the mixed use zone shall provide open space equivalent to at least 20 percent of the building's gross floor area; vertical mixed use developments (where commercial and multifamily uses are contained in the same building) shall not be subject to this requirement; provided, that at least 80 percent of the ground floor is exclusively dedicated to commercial uses and residential uses shall be limited to walls not oriented or located along the street. The required area may be satisfied with one or more of the elements listed below:

(1) Common open space accessible to all residents shall count for up to 100 percent of the required open space. This includes landscaped courtyards or decks, gardens with pathways, children's play areas, or other multipurpose recreational and/or green spaces. Special requirements and recommendations for common spaces include the following:

(a) Space shall be large enough to provide functional leisure or recreational activity area per the director. For example, long narrow spaces less than 20 feet wide rarely, if ever, can function as usable common open space.

(b) Consider space as a focal point of development.

(c) Open space, particularly children's play areas, shall be visible from dwelling units, ~~and~~ positioned near pedestrian activity, and be accessible to all units.

(d) Space shall feature paths, plantings, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable.

(e) Individual entries shall be provided onto common open space from adjacent ground floor residential units. Small, semiprivate open spaces for adjacent ground floor units that maintain visual access to the common area are strongly encouraged to enliven the space.

(f) Separate common space from ground floor windows, streets, service areas and parking lots with landscaping and/or low-level fencing, where desirable.

(g) Space shall be oriented to receive sunlight, facing east, west, or (preferably) south, when possible.

(h) Required setbacks, landscaping, driveways, parking, or other vehicular use areas shall not be counted toward the common open space requirement; provided that, side and rear setbacks may contribute to open space on infill lots when the director determines that the setback areas provides functional leisure or recreational area.

(i) Rooftops or rooftop decks shall not be considered as common open space for the purpose of calculating minimum open space area; provided, that the director may

consider rooftops or rooftop decks as common open space where usable open space amenities are provided and available to all residents.

(j) Outdoor open space shall not include areas devoted to parking or vehicular access.

(2) The following amenities may be used to satisfy up to 50 percent of the open space requirement. A combination of these amenities may be provided in different ratios; provided, that (i) the total credit for any combination of the following amenities may not exceed 50 percent of the open space requirement, and (ii) the amount of the amenity provided is sufficient to achieve the purpose of the amenity as determined by the director:

(a) Individual balconies that provide a space usable for human activity. To qualify, the balconies shall be at least 365 square feet and have no dimension less than six ~~four~~ feet.

(b) Natural areas that function as an amenity to the development, subject to the following requirements and recommendations:

(i) The natural area shall be accessible to all residents. For example, safe and attractive trails provided along or through the natural area where they could serve as a major amenity to the development.

(ii) Steep slopes, wetlands, or similar unbuildable areas shall not be counted in the calculations for required open space unless they provide a visual amenity for all units, as determined by the director.

(c) Storm water retention areas if the facility has natural looking edges, natural vegetation, and no fencing except along the property line. The design of such areas shall go well beyond functional storm water requirements per the director in terms of the area involved and the quality of landscaping and resident amenities. The side slope of the storm water facilities shall not exceed a grade of 1:3 (one vertical to three horizontal) unless slopes are existing, natural, and covered with vegetation.

(3) Children's play equipment and recreational activity space for children and/or teens that include parent seating areas are required in residential complexes with 20 or more units. Exceptions: age-restricted senior citizen housing; mixed use developments (combined commercial and residential in same building); developments reserved for student housing; and developments located within a quarter mile of safe walking distance to a public park that features a play area.

(4) Active recreation facilities may be provided, subject to the following:

(a) Active recreation facilities may include, but are not limited to, exercise rooms, sports courts, swimming pools, tennis courts, game rooms, or community centers; and

(b) Indoor recreation areas may be credited towards the total recreation space requirement, when the city determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent

to those recreational opportunities available outdoors.



**Figure 20 – A residential courtyard providing semiprivate patio spaces adjacent to individual units.**



**Figure 21 – Balconies provide private, usable open space for residents.**



**Figure 22 – Children’s play area incorporated into a multifamily development.**

## EXHIBIT K

### **22C.020.300 On-site recreation – Fee in lieu of open space or recreation space.**

Nothing herein shall prohibit voluntary agreements with the city that allow a payment in lieu of providing on-site recreation space when a proposed development is located within one-quarter mile of an existing or proposed recreational facility; and, in the discretion of the director, the proposed recreation facility will be of greater benefit to the prospective residents of the development.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Senior Planner Angela Gemmer, Community Development

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** Amending the Essential Public Facilities Recommended Sites Map

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

**SUMMARY:** The Washington Trucking property (Assessor's Parcel Number 30053300200400) and Brashler Industrial Park, which is located south of 2nd Street on the east side of 47th Avenue NE, were designated as recommended sites for Essential Public Facilities (EPF) with the adoption of [Ordinance 2452](#) on October 28, 2002. An EPF is any facility owned or operated by a unit of local or state government, a public utility or transportation company, or any other entity that provides a public service as its primary mission. Examples of EPFs include those facilities that are difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW [47.06.140](#), state and local correctional facilities, solid waste handling facilities, opiate substitution treatment program facilities and secure community transition facilities as defined in RCW [71.09.020](#) (RCW 36.70A.200). At the time that Ordinance 2452 was adopted, both the Washington Trucking property and Brashler Industrial Park were zoned General Industrial (GI). On December 10, 2018, the Marysville City Council adopted [Ordinance 3112](#) which rezoned the Washington Trucking property from General Industrial (GI) to Downtown Commercial (DC) and Open.

On March 6, 2023 City Council adopted Ordinance 3260 which reestablished the DC zoning standards which were

inadvertently removed from the Marysville Municipal Code (MMC) with the adoption of the *Downtown Master Plan* update. With the adoption of Ordinance 3260, an obsolete reference to the Washington Trucking property was removed from the footnote in MMC 22C.020.060, *Permitted uses*, for the 'secure community transition facility' use (a type of EPF). The reference to the Washington Trucking property was obsolete since the footnote applies to the GI zone and the property is now zoned DC.

The Washington Trucking property is still identified in [MMC Chapter 22G.070](#), *Siting Process for Essential Public Facilities*, as a recommended site for locating EPFs; however, since the property is no longer zoned GI and is a highly visible property adjacent to the future I-5/SR529 Interchange, the property is no longer recommended for EPFs. The map in MMC 22G.070.100 is, therefore, proposed to be amended to remove the Washington Trucking property from the recommended EPF sites map. A new section 22G.070.110 entitled EPF Recommended Site is also proposed to be added since currently the map is underneath MMC 22G.070.100 Building permit application.

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**ATTACHMENTS:**

[Memo re. Essential Public Facilities Map Amendment](#)

[Ordinance EPF Recommended Sites Map Amendment](#)

[PC Recommendation, Public Comments with Staff Response and PC Minutes](#)



## MEMORANDUM

**DATE:** March 28, 2023

**TO:** City Council

**FROM:** Angela Gemmer, Principal Planner

**SUBJECT:** Essential Public Facilities Recommended Sites Map Amendment

**ECC:** Haylie Miller, Community Development Director  
Chris Holland, Planning Manager

**Exhibit 1:** Existing Map of Essential Public Facilities Recommended Sites

**Exhibit 2:** Recent amendment to MMC 22C.020.060 and 22C.020.070

**Exhibit 3:** Proposed Map of Essential Public Facilities Recommended Sites

The Washington Trucking property<sup>1</sup> and Brashler Industrial Park<sup>2</sup> were designated as recommended sites for Essential Public Facilities (EPF)<sup>3</sup> with the adoption of [Ordinance 2452](#) on October 28, 2002. At that time, both the Washington Trucking property and Brashler Industrial Park were zoned General Industrial (GI). On December 10, 2018, the Marysville City Council adopted [Ordinance 3112](#) which rezoned the Washington Trucking property from General Industrial (GI) to Downtown Commercial (DC) and Open.

On March 6, 2023 City Council adopted Ordinance 3260 which reestablished the DC zoning standards which were inadvertently removed from the Marysville Municipal Code (MMC) with the adoption of the *Downtown Master Plan* update. With the adoption of Ordinance 3260, an obsolete reference to the Washington Trucking property was removed from the footnote in MMC 22C.020.060, *Permitted uses*, for the 'secure community transition facility' use (a type of EPF) (see **Exhibit 2** for this code amendment). The reference to the Washington Trucking property was obsolete since the footnote applies to the GI zone and the property is now zoned DC.

The Washington Trucking property is still identified in [MMC Chapter 22G.070, Siting Process for Essential Public Facilities](#), as a recommended site for locating EPFs (see **Exhibit 1** below); however, since the property is no longer zoned GI and is a highly visible property adjacent to the future I-5/SR529 Interchange, the property is no longer recommended for EPFs. The map in MMC 22G.070.100 is, therefore, proposed to be amended to remove the Washington Trucking property from the recommended EPF sites map (see **Exhibit 3**). A new section 22G.070.110 entitled EPF Recommended Site is also proposed to be added since currently the map is underneath MMC 22G.070.100 Building permit application.

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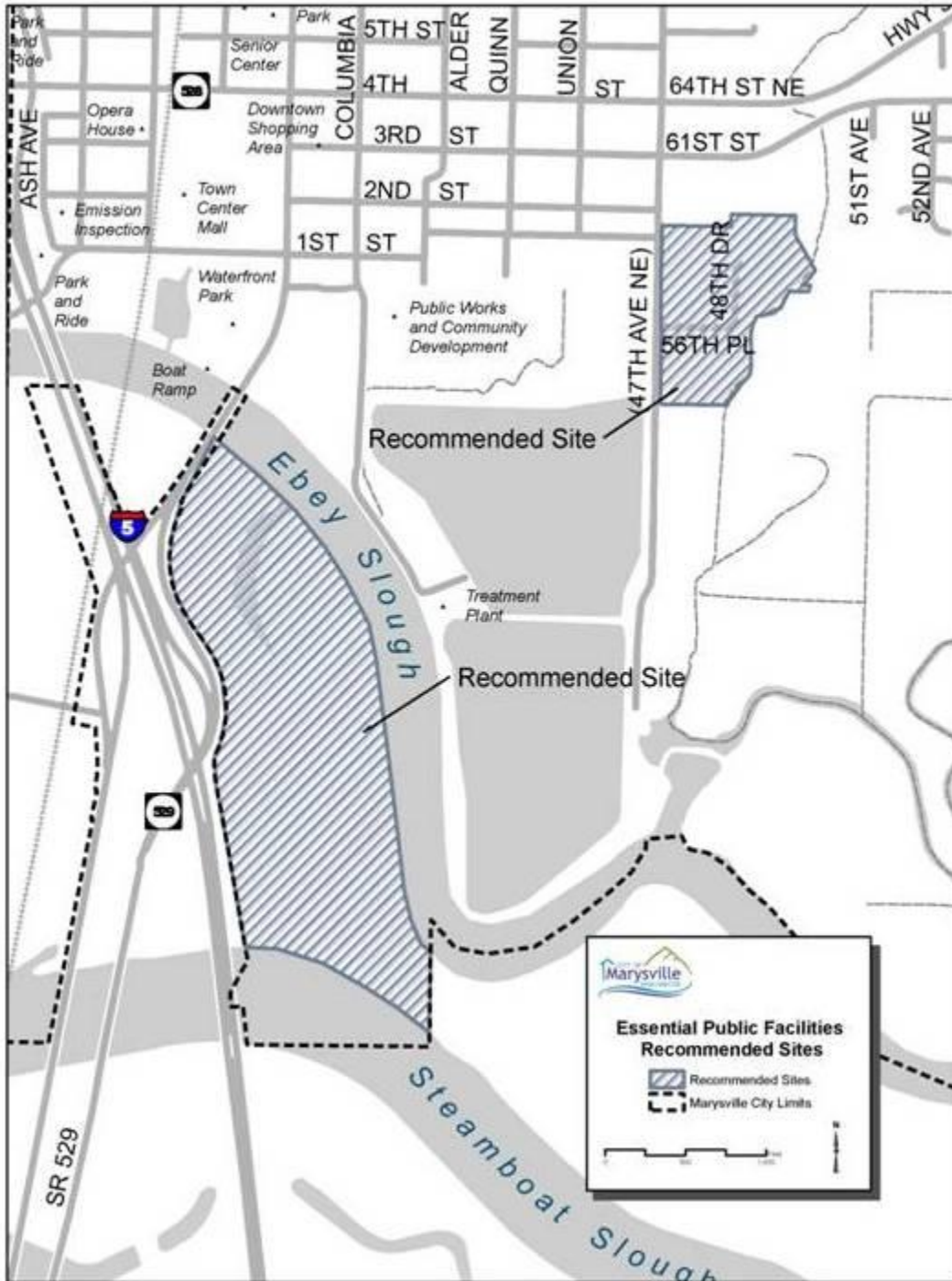
<sup>1</sup> The Washington Trucking property is identified by Assessor's Parcel Number [30053300200400](#) and is located on the east side of SR529, south and west of Ebey Slough, and north of Steamboat Slough.

<sup>2</sup> Brashler Industrial Park is generally located south of 2<sup>nd</sup> Street on the east side of 47<sup>th</sup> Avenue NE and is comprised of several lots.

<sup>3</sup> Pursuant to MMC 22G.070.010, an Essential Public Facility (EPF) is any facility owned or operated by a unit of local or state government, a public utility or transportation company, or any other entity that provides a public service as its primary mission. Examples of EPFs include those facilities that are difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW [47.06.140](#), state and local correctional facilities, solid waste handling facilities, opiate substitution treatment program facilities and secure community transition facilities as defined in RCW [71.09.020](#) (RCW 36.70A.200).

At the Public Hearing on March 28, 2023, the Planning Commission made a recommendation of approval of the proposed amendments to City Council for adoption by Ordinance.

Exhibit 1



**Exhibit 2**

**22C.020.060 Permitted Uses.**

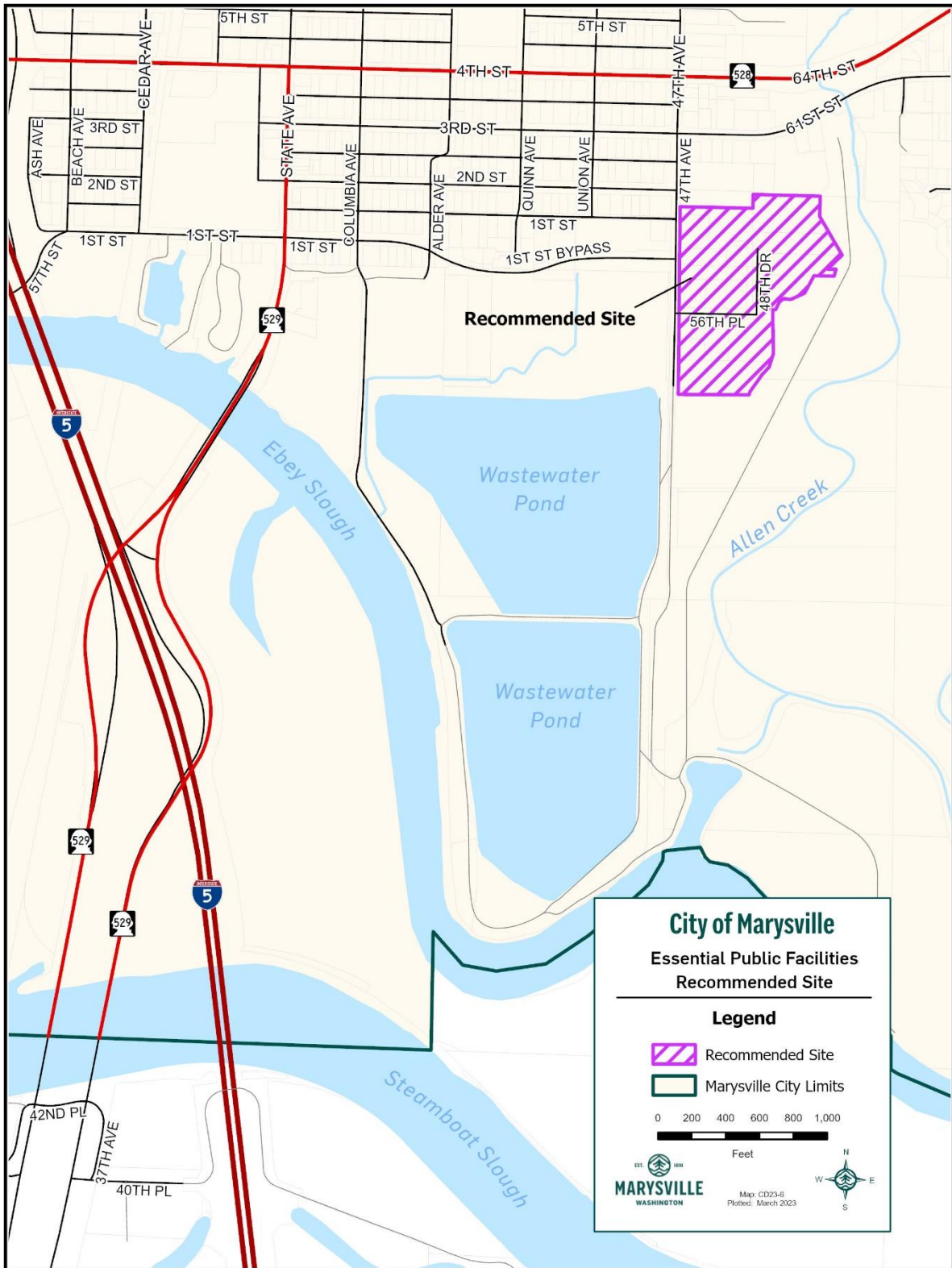
<b>Specific Land Use</b>	<b>NB</b>	<b>CB</b>	<b>CB- WR</b>	<b>GC</b>	<b>MU (63)</b>	<b>LI (81)</b>	<b>GI</b>	<b>REC</b>	<b>P/I</b>
Secure community transition facility							C60		

**22C.020.070 Permitted uses – Development conditions.**

(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.

### Exhibit 3

### 22G.070.110 EPF Recommended Site.



**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22), RELATING TO ESSENTIAL PUBLIC FACILITIES RECOMMENDED SITES INCLUDING AN AMENDMENT TO MARYSVILLE MUNICIPAL CODE SECTION 22G.070.100 AND ADOPTION OF A NEW SECTION 22G.070.110.**

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

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

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

**WHEREAS**, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

**WHEREAS**, on October 28, 2002, the Marysville City Council adopted Ordinance 2452 which established MMC Chapter 22G.070, Siting Process for Essential Public Facilities; and

**WHEREAS**, MMC Chapter 22G.070, Siting Process for Essential Public Facilities, contains a map of Essential Public Facilities Recommended Sites which designated the Brashler Industrial Park and Assessor's Parcel Number 30053300200400, known as the Washington Trucking property, as recommended sites for Essential Public Facilities; and

**WHEREAS**, on December 10, 2018, the Marysville City Council adopted Ordinance 3112 which rezoned the Washington Trucking property from General Industrial (GI) to Downtown Commercial (DC) and Open; and

**WHEREAS**, the Washington State Department of Transportation will be constructing a new Interstate 5 interchange at SR529 which will result in SR529 and the southern Downtown portion of the City becoming a major gateway to the City, and will increase the visibility and prominence of properties in the immediate vicinity; and

**WHEREAS**, because the Washington Trucking property is no longer a recommended site for Essential Public Facilities due to the above-noted zoning change, and because of the change in circumstances in the vicinity of that property, there is a need for a revision to the Essential Public Facilities Recommended Sites Map contained in MMC Chapter 22G.070, Siting Process for Essential Public Facilities; 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 of Marysville has submitted the proposed development regulation amendments to the Washington State Department of Commerce on March 8, 2023 (Material ID 2023-S-4853) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

**WHEREAS**, the amendments to the development regulations are exempt from State Environmental Policy Act review under RCW 43.21C.450(1); and

**WHEREAS**, during a public meeting on March 14, 2023, the Planning Commission discussed proposed amendments related to amending the Essential Public Facilities Recommended Sites Map contained in MMC Chapter 22G.070, Siting Process for Essential Public Facilities; and

**WHEREAS**, on March 28, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed amendments to MMC Chapter 22G.070, Siting Process for Essential Public Facilities; 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**, during the public meeting on April 10, 2023, the City Council discussed potential amendments related to MMC Chapter 22G.070, Siting Process for Essential Public Facilities, and recommended approval of said changes; and

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

**Section 1. Amendment of Municipal Code Section 22G.070.100.** MMC Section 22G.070.100, entitled Building permit application, is hereby amended by removing the existing Essential Public Facilities Recommended Sites map as set forth in **Exhibit A**.

**Section 2. Adoption of a New Municipal Code Section 22G.070.110.** A new MMC Section 22G.070.110, entitled EPF Recommended Site, is hereby adopted as set forth in **Exhibit B**.

**Section 3. Required Findings.** The amendments to MMC Title 22 (consisting of amendments to MMC Section 22G.070.100 and a new MMC Section 22G.070.110) are consistent with the following required findings of MMC 22G.010.520:

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

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

**"22A.010.160 Amendments.**

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	EPFs Recommended Sites Map Amendment	_____, 2023"

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 6. Corrections.** Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

**Section 7. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

Attest:

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

Approved as to form:

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

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)



## EXHIBIT A

### 22G.070.100 Building permit application.

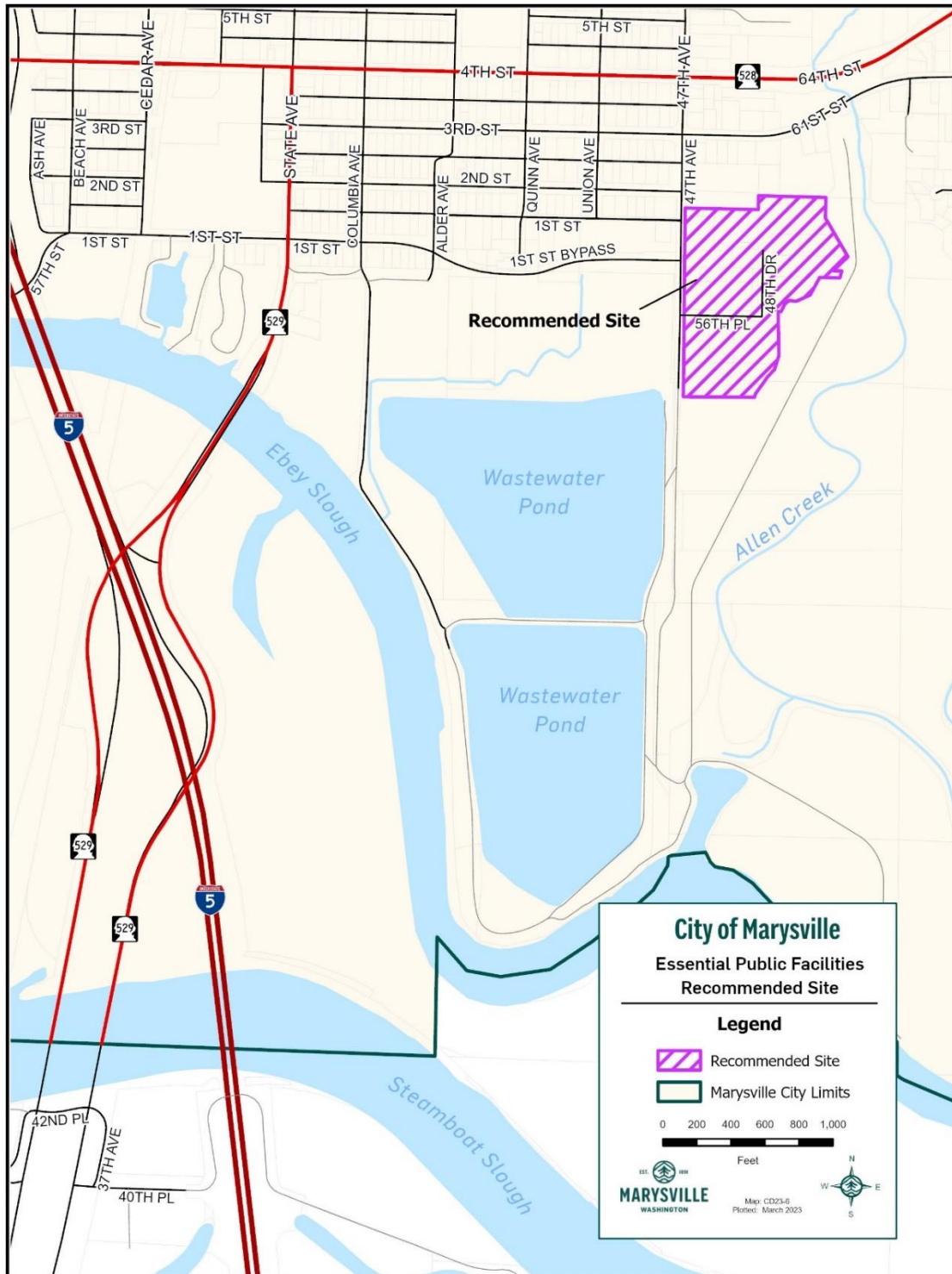
(1) Any building permit for an EPF approved under this chapter shall comply with all conditions of approval in the conditional use permit. In the event a building permit for an EPF is denied, the department shall submit in writing the reasons for denial to the project sponsor.

(2) No construction permits may be applied for prior to conditional use approval of the EPF unless the applicant signs a written release acknowledging that such approval is neither guaranteed nor implied by the department's acceptance of the construction permit applications. The applicant shall expressly accept all financial risk associated with preparing and submitting construction plans before the final decision is made under this chapter.



# EXHIBIT B

## 22G.070.110 EPF Recommended Site.



## PC Recommendation - Essential Public Facilities Recommended Sites Map Amendment

The Planning Commission of the City of Marysville, having held a public hearing on March 28, 2023, in review of amendments to the recommended essential public facilities (EPF) sites map in Marysville Municipal Code (MMC) Chapter 22G.070, *Siting Process for Essential Public Facilities*, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### FINDINGS:

1. The Planning Commission held a public work session in review of amending the recommended essential public facilities (EPF) sites map in Marysville Municipal Code (MMC) Chapter 22G.070, *Siting Process for Essential Public Facilities*, on March 14, 2023.
2. The proposed amendments to MMC Chapter 22G.070, *Siting Process for Essential Public Facilities*, are exempt from State Environmental Policy Act review per WAC 197-11-800(19).
3. Community Development staff submitted to the Department of Commerce (DOC) for expedited review, pursuant to RCW 36.70A.106(3)(b), the DRAFT amendments to the recommended essential public facilities (EPF) sites map in Marysville Municipal Code (MMC) Chapter 22G.070, *Siting Process for Essential Public Facilities*.
4. The Community Development Department received a letter from the DOC acknowledging receipt of the DRAFT amendments related to amending the recommended essential public facilities (EPF) sites map in Marysville Municipal Code (MMC) Chapter 22G.070, *Siting Process for Essential Public Facilities*, on March 8, 2023 and processed with Submittal ID 2023-S-4853. No comments were received from State agencies.
5. The Planning Commission accepted public comments throughout the review process and took into consideration testimony received from staff at the public at the duly advertised public hearing held on March 28, 2023.

### CONCLUSION:

At the public hearing, the Planning Commission recommended amending the recommended essential public facilities (EPF) sites map in Marysville Municipal Code (MMC) Chapter 22G.070, *Siting Process for Essential Public Facilities*.

### RECOMMENDATION:

Forwarded to City Council as a recommendation to amend the recommended essential public facilities (EPF) sites map in Marysville Municipal Code (MMC) Chapter 22G.070, *Siting Process for Essential Public Facilities*, by the Marysville Planning Commission this 28<sup>th</sup> day of March 2023.

By:   
Steve Leifer, Planning Commission Chair

**From:** Angela Gemmer  
**Sent:** Wednesday, March 22, 2023 9:03 AM  
**To:** 'Kristin Kinnamon'  
**Subject:** RE: [External!] Essential Public Facilities

Hi Kristin,

Thank you for your comments and your patience on this reply.

The City may propose to designate an additional site as recommended for Essential Public Facilities in the future, but an additional recommended site is not proposed at this time. The Washington Trucking property is zoned Downtown Commercial and is a major entrance to our City so is no longer an appropriate site to locate EPFs.

The State requires that cities have a process or criteria for identifying and siting essential public facilities (EPFs), and ensuring that EPFs are not precluded from locating within their jurisdiction. These requirements must be in the Comprehensive Plan and development regulations. Marysville's EPF requirements are outlined in [11.0 Public Facilities and Services Element](#) of the Comprehensive Plan and in Marysville Municipal Code Chapter [22G.070 Siting Process for Essential Public Facilities](#). The main statutes governing EPFs are RCW 36.70A.200 and WAC 365-196-550. Some updates to the Comprehensive Plan and MMC 22G.070 may occur during the Comprehensive Plan update, if needed, to ensure that our standards fully comply with State law.

EPFs may locate on properties within the City other than the recommended sites shown in MMC 22G.070 subject to the siting process outlined in code. The purpose of the recommended sites map is to encourage EPFs to consider the recommended sites first since it is the preference of the City that EPFs locate in those areas. Some jurisdictions do not designate recommended sites, and an EPF can potentially locate elsewhere within the City subject to compliance with the siting and review process outlined in MMC 22G.070.

The EPF recommend site map amendment will be considered at a public hearing before the Planning Commission on March 28<sup>th</sup>. Here's a link to the [032823 Planning Commission packet](#).

Please let me know if you have any questions.

Thank you,



Angela Gemmer, Principal Planner  
CITY OF MARYSVILLE  
Community Development Department  
501 Delta Avenue, Marysville, WA 98270  
360.363.8240 or [agemmer@marysvillewa.gov](mailto:agemmer@marysvillewa.gov)  
**Please note we have now relocated to 501 Delta Avenue.**

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**From:** Kristin Kinnamon <[bikenbus@gmail.com](mailto:bikenbus@gmail.com)>  
**Sent:** Monday, March 20, 2023 12:57 PM  
**To:** Angela Gemmer <[agemmer@marysvillewa.gov](mailto:agemmer@marysvillewa.gov)>  
**Subject:** [External!] Essential Public Facilities

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

Dear Angela,

With the proposed removal of the Washington Trucking site from consideration as a location for essential public facilities, will the City propose or designate a new area? What are the state requirements for ensuring that essential facilities can be located in urban areas? Having only one site remaining as eligible seems more than limiting.

Kristin Kinnamon  
Marysville, WA

Kristin Kinnamon  
Sharing Wheels Community Bike Shop, board member  
McClinchy Mile Camano Climb, coordinator 2023  
B.I.K.E.S. Club of Snohomish County, member  
425-923-7868 (personal cell)

**Planning  
Commission**



**501 Delta Ave  
Marysville, WA 98270**

**Meeting Minutes  
March 14, 2023**

**ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Commissioner Andes.

Present:

Commission: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Shanon Jordan, Commissioner Zebo Zhu, Commissioner Roger Hoen, Commissioner Kristen Michal

Absent: Commissioner Jerry Andes (excused)

Staff: Principal Planner Angela Gemmer

**APPROVAL OF MINUTES (February 21, 2023)**

**Motion** to approve the minutes of the February 21, 2023 meeting as presented moved by Commissioner Roger Hoen, seconded by Commissioner Zebo Zhu.

**AYES: ALL**

**AUDIENCE PARTICIPATION (for topics not on the agenda)**

None

**PUBLIC HEARINGS**

**Lakewood Neighborhood Master Plan**

Principal Planner Angela Gemmer reviewed the Lakewood Neighborhood Master Plan (LNMP) amendments. Currently the LNMP is a standalone document and is proposed to be incorporated into MMC Chapter 22C.065 Lakewood Neighborhood Master Plan Area – Design Requirements. Incorporating site and building design standards in code

will be more user-friendly for applicants and make administration of these standards easier for staff since fewer documents will need to be referenced during review.

The following associated amendments are also proposed:

- Eliminate unnecessary language in the applicability section;
- Refine the description of the LNMP location;
- Update the Lakewood Neighborhood Master Plan Map to look more consistent with other maps within the Unified Development Code (UDC) including an updated logo;
- Increase the front yard residential fence height allowance from 3 to 4 feet to promote internal consistency within the LNMP standards and to address feedback received from citizens and the development community regarding the short front yard fence height, and allow an exemption for higher fences along open space areas at the director's discretion;
- Eliminate the following provisions from the LNMP and direct the reader to use the comparable provisions in the UDC:
  - Zero lot lines;
  - Cottage housing developments;
  - Vehicular access and parking location requirements (both residential and commercial sections);
  - Community open space and recreation space requirements (residential section. Note: the requirement in the LNMP for 30 percent of the site to be landscaped open space is proposed to be eliminated from residential zones since 30 percent of the site is already required to be pervious surface per the residential dimensional standards in code. Also, an amendment is proposed to allow infill lots to use side and rear setbacks to contribute to open space if the setback provides functional leisure or recreational area);
  - Maintenance and dedication of open space (both residential and commercial sections);
  - On-site recreation – fee in lieu of open space (both residential and commercial sections);
  - Residential storage space and collection points for recyclables; and
  - Gas station design standards to incorporate relevant provisions from the LNMP and omit others which are no longer needed.
- Add discretionary language to the fee in lieu of open space or recreation area requirement to allow the Community Development Director to determine when it is appropriate to accept fee in lieu of providing on-site open space;
- Omit an incorrect reference to industrial developments in the storage space and collection points for recyclables code;
- Add a reference to the cottage housing development standards to indicate that cottage housing is allowed in residential zones in the Lakewood Neighborhood Master Plan.

Staff is requesting that Planning Commission make a recommendation of approval of the proposed amendments to City Council.

Chair Leifer asked if any of the cottage housing standards have been lost in this transition. Principal Planner Gemmer explained that the cottage housing standards in the LNMP are out of date and more limited. Staff is proposing to keep the most recent, more robust cottage housing code in the UDC.

Commissioner Whitaker asked if this is generally a housekeeping effort. Ms. Gemmer confirmed that it is mainly cleanup. There are no new codes, but there is a reconciling of the standalone document with the underlying code.

Commissioner Michal asked if the fence height standard would just be in Lakewood. Ms. Gemmer replied it would just be in Lakewood.

The public hearing was opened at 6:54 p.m., and public comments were solicited. There were none. The public hearing was closed at 6:55 p.m.

**Motion** to forward the proposed amendments to the Lakewood Neighborhood Master Plan (LNMP) migration into the UDC and repeal of applicable design standards in the LNMP (Appendix A) to City Council with a recommendation for approval moved by Commissioner Roger Hoen seconded by Commissioner Kristen Michal.

**AYES: ALL**

## **NEW BUSINESS**

### **Essential Public Facilities - Recommended Site Map Amendment**

Principal Planner Gemmer reviewed this proposal to update the map to remove the Washington Trucking property from the recommended Essential Public Facility sites.

Chair Leifer asked for clarification on the area they were talking about. Ms. Gemmer reviewed the background on this property and the area under discussion.

Commissioner Whitaker pointed out that the map doesn't show the 1st Street bypass. Ms. Gemmer stated she would have that updated.

Commissioner Hoen asked if there are any improvements planned for this entrance area to the City. Ms. Gemmer replied that everything west of SR 529 is designated as General Industrial on the maps, but most of it is critical areas and floodplains. The only piece in this vicinity that likely has any development potential is the upland portion of the Washington Trucking property.

Commissioner Whitaker asked if the EPF designation gives the City the ability to buy the property to use. Ms. Gemmer did not think it related to an eminent domain type situation. She indicated she could check with the city attorney.



Chair Leifer asked if EPF facilities are generally perceived as undesirable. Ms. Gemmer explained that they are important uses but surrounding neighbors might perceive them as undesirable. They are generally harder to site due to scale and potential impacts to others.

**Motion** to set a public hearing regarding Essential Public Facilities - Recommended Site Map Amendment on March 28 moved by Commissioner Brandon Whitaker, seconded by Commissioner Zebo Zhu.

**AYES: ALL**

### **DIRECTOR'S COMMENTS**

None

### **ADJOURNMENT**

Commissioner Hoen asked about changes regarding the housing code being proposed in Olympia. Ms. Gemmer explained that the state legislature is very concerned about affordable housing as they all are. The State's proposed solution for certain sized jurisdictions is to allow for other housing types such as duplexes, triplexes, and fourplexes in single family zones. Some areas would allow up to six houses on a lot. She explained that these changes could be significant if they are passed. Staff will be watching this closely. There was some discussion about the origins and intentions of the proposed legislation.

The meeting was adjourned at 7:22 p.m.

*Angela Gemmer* for \_\_\_\_\_  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – March 28, 2023**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Sandy Langdon, Finance

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** Maintaining the City Water and Sewer Gross Receipts Tax Rate at Eight and One Half Percent of Gross Receipts

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

**SUMMARY:** City's imposes an 8.5% utility tax on the City's Water and Sewer Utility for use of city right of way. This tax is imposed only on the City's Water and Sewer Utility fund. The current rate of 8.5% was confirmed in 2018 for a five year period, ending April 5, 2023.

This utility tax has been in place since 1992, originally set at 6%.

There is no statutory limit on the rate that may be imposed. Recent AWC survey of other entities have indicated a range of 5.0% to 30.0%. The amending ordinance recommends continuing the 8.5%.

The proposed increase will not affect the current utility rate charged to users.

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**ATTACHMENTS:**  
[Ordinance - Amending MMC 3.65](#)

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, MAINTAINING THE CITY WATER AND SEWER GROSS  
RECEIPTS TAX RATE AT EIGHT AND ONE HALF PERCENT OF GROSS  
RECEIPTS.**

WHEREAS, the section 3.65.010 of the municipal code imposes a gross receipts tax on water and sewer accounts at the rate of eight and one-half percent (8.5%); and

WHEREAS, Ordinance No. 3089 provided that the rate would remain unchanged for five years at which time it would change to six and one-half percent (6.5%) without further action of the City Council; and

WHEREAS, maintaining the gross receipts tax at eight and one-half percent is in the public interest.

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

SECTION 1. Section 3.65.010 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Ordinance No. 3089 is repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

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

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

# EXHIBIT A

## 3.65.010 Tax imposed.

There is levied and there shall be collected from the water and sewer department of the city a tax in the amount of eight and one-half percent (8.5%) of the gross receipts of the customer accounts in such department; provided, the tax is not collected from receipts received by the department from any public water or sewer district or city or from the receipts from wholesale sales of water to other public purveyors.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Sandy Langdon, Finance

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** Maintaining the City Surface Water Gross Receipts Tax Rate at Eight and One Half Percent of Gross Receipts

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

**SUMMARY:** City's imposes an 8.5% utility tax on the City's Surface Water Utility for use of city right of way. This tax is imposed only on the City's Surface Water Utility fund. The current rate of 8.5% was confirmed in 2018 for a five year period, ending April 5, 2023.

This utility tax has been in place since 1992, originally set at 6%.

There is no statutory limit on the rate that may be imposed. Recent AWC survey of other entities have indicated a range of 5.0% to 20.0%. The amending ordinance recommends continuing the 8.5%.

The proposed increase will not affect the current utility rate charged to users.

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**ATTACHMENTS:**  
[Ordinance - Amending MMC 3.69](#)

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, MAINTAINING THE CITY SURFACE WATER GROSS  
RECEIPTS TAX RATE AT EIGHT AND ONE HALF PERCENT OF GROSS  
RECEIPTS.**

WHEREAS, the section 3.69.010 of the municipal code imposes a gross receipts tax on surface water accounts at the rate of eight and one-half percent (8.5%); and

WHEREAS, Ordinance No. 3090 provided that the rate would remain unchanged for five years at which time it would change to six and one-half percent (6.5%) without further action of the City Council; and

WHEREAS, maintaining the gross receipts tax at eight and one-half percent is in the public interest.

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

SECTION 1. Section 3.69.010 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Ordinance No. 3090 is repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, DEPUTY CITY CLERK

Approved as to form:

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

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_



# EXHIBIT A

## 3.69.010 Tax imposed.

There is levied and there shall be collected from the surface water utility department of the city a tax in the amount of eight and one-half percent (8.5%) of the gross receipts of the customer accounts in such department.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 3, 2023

**SUBMITTED BY:** Sandy Langdon, Finance

**ITEM TYPE:** Resolution

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

**SUBJECT:** A **Resolution** Authorizing the Implementation of a Service or Convenience Fee on Credit and Debit Card Transactions

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

**SUMMARY:** Credit card payments are accepted by the City for city services. Accepting payments by credit card results in the City incurring fees imposed by the credit card companies. In 2022, Community Development had a total of \$5,146,392.00 in credit card transactions which resulted in fees of \$136,775.00. The average cost is 2.7% of the total transaction. Below are comps of fees charged.

City	Service Fee	Surcharge Fee	Technology Fee
Arlington		3.00%	
Everett	2.30%		
Lake Stevens			3.00%
Stanwood	3.75%		
Tukwila	3.00%		

Service Fee - Credit & Debit Cards  
Surcharge - Credit Cards Only

**ATTACHMENTS:**  
[Resolution Authorizing Service or Convenience Fee on Credit and Debit Card Transactions](#)

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AUTHORIZING THE IMPLEMENTATION OF A SERVICE  
OR CONVENIENCE FEE ON CREDIT AND DEBIT CARD TRANSACTIONS.**

WHEREAS, the volume of credit card transactions has grown substantially over the last several years; and

WHEREAS, the trend toward increased use of credit and debit cards is expected to continue; and

WHEREAS, the City incurs significant costs associated with processing credit and debit transactions; and

WHEREAS, because the City pays these costs from the general fund, all citizens, not just those using credit or debit cards, subsidize the use of such cards; and

WHEREAS, the City should offset credit and debit card processing fees by assessing a service or convenience fee, which would be based on a percentage of the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE

1. That the Mayor or his designee is authorized to implement a service or convenience fee to offset the cost of processing credit and debit card transactions.
2. That the initial service fee will be 2.7% of the gross transaction amount.
3. That the Mayor or his designee will monitor credit and debit card processing fees relative to processing costs and adjust the fee as necessary in order for the City to collect the appropriate percentage to offset credit and debit card processing costs.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

