



# MARYSVILLE

WASHINGTON

**REGULAR MEETING**  
**MONDAY, NOVEMBER 13, 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**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Proclamation Declaring Nov. 25, 2023, Small Business Saturday in Marysville  
[PROCLAMATION Small Business Saturday 2023.pdf](#)
- B. Swearing-in of Police Officer Jon Flaherty  
[Oath Police Officer Jon Flaherty.docx](#)
- C. Swearing-in of Police Officer Nick Buell  
[Oath Police Officer Nick Buell.docx](#)
- D. Swearing-in of Custody Sergeant Brandon Palmer  
[Oath Custody Sergeant Palmer.docx](#)
- E. Swearing-in of Commander Chris Jones  
[Oath Police Commander Chris Jones.docx](#)
- F. 2023 YTD Financial Update

## Audience Participation

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

1. October 23, 2023 City Council Meeting Minutes  
[CC 10232024.docx](#)

### Consent

2. October 25, 2023 Payroll in the Amount of \$1,823,176.08 Paid by EFT Transactions and Check Numbers 34801 through 34811
3. October 25, 2023 Claims in the Amount of \$1,599,337.15 Paid by EFT Transactions and Check Numbers 165908 through 166047 with Check Numbers 142337, 147855, 149255, 149306, 149329, 149433, 149450, 149455, 149497, 149540, 149647, 149705, 149790, 150168, 150332, 150511, 150531, 150610, 150662, 150671, 150812, 150859, 150877, 150905, 151222, 151328, 151340, 151341, 151344, 151405, 151426, 151723, 151820, 151822, 152317, 152473, 152777, 152789, 152794, 152866, 153033, 153052, 153217, 153404, 153536, 153724, 153761, 153783, 153799, 153884, 153929, 153961, 154005, 154224, 154230, 154269, 154513, 154633, 154676, 154780, 154977, 155131, 155217, 155230, 155443, 155468, 155621, 155719, 155721, 155824, 155839, 155898, 155910, 155937, 156086, 156250, 165773, 165830, and 165853 Voided  
[102523.rtf](#)
4. Interlocal Agreement (ILA) with Score Jail for contracted jail services for the 2024 calendar year.  
Recommended Motion: I move to authorize the Mayor to sign and execute the 2024 Score Jail ILA.  
[SCORE ILA for Inmate Housing.pdf](#)
5. Interlocal Agreement Between City of Marysville and Everett Animal Shelter Regarding Animal Shelter Services  
Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement with Everett Animal Shelter  
[Everett Animal Shelter Interlocal 2023.pdf](#)
6. Supplemental Agreement No. 2 to the Little League-Cedar Field Lease Agreement.  
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Little League.  
[Supplemental\\_Agreement\\_No.\\_2-\\_Little\\_League-\\_Cedar\\_Field.pdf](#)
7. Washington State Department of Commerce Growth Management Act Periodic Update Grant FY2024  
Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Department of Commerce Growth Management Act Periodic Update Grant contract agreement for FY2024 (Contract Number 24-63335-278).  
[Marysville-COM Periodic Update grant contract 24-63335-278](#)
8. Waste Management Industrial Service Agreement

Recommended Motion: I move to authorize the Mayor to execute the Industrial Service Agreement with Waste Management for the disposal of wastewater screening and grit waste.

[WM Industrial\\_Service\\_Agreement.pdf](#)

9. Snohomish County Non-Exclusive Franchise Agreement for Limited Use of the Public Road Right-of-Ways

Recommended Motion: I move to authorize the Mayor to sign and execute Snohomish County Non-Exclusive Franchise Agreement for Limited Use of the Public Road Rights-Of-Way in Unincorporated Snohomish County between Snohomish County and the City of Marysville.

[2023-1002 Ord 23-088.pdf](#)

10. Professional Services Agreement with Herrera Environmental Consultants, Inc. for Mother Nature's Window Engineering Design & Master Planning Services
- Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Herrera Environmental Consultants, Inc. for engineering design and master planning services related to improvements at Mother Nature's Window in the amount of \$296,975.00.

[P1503\\_PSA\\_Herrera\\_r1\\_Herrera Signed.pdf](#)

11. Staff proposal to use distribution from Opioid Settlements to offset jail medical costs and or enhance the Embedded Social Worker (ESW) program

Recommended Motion: I move to authorize the Mayor to approve the staff proposal to use distribution from Opioid Settlements to offset jail medical costs and or enhance the Embedded Social Worker (ESW) program as presented.

[Memo-Use of Opioid Funds Proposal 10.30.23.docx](#)

12. Professional Services Agreement with Berger Partnership PS for the Jennings Memorial Park Inclusive Playground Planning & Design

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Berger Partnership PS in the amount of \$176,830.

[PSA-Berger Partnership-JMP Inclusive Play\(unsigned\).pdf](#)

13. Professional Services Agreement with RH2 Engineering, Inc. for the Sewer Comprehensive Plan Update

Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering, Inc., in the amount of \$331,662.00, for the Sewer Comprehensive Plan Update.

[PSA RH2 - SSCP - Remainder of Work FINAL.pdf](#)

## Review Bids

## Public Hearings

14. An **Ordinance** Setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville for the Year 2024.

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

## New Business

15. Project Acceptance for the 2<sup>nd</sup> Street LID Improvement Project \*  
Recommended Motion: I move to authorize the Mayor to accept the 2<sup>nd</sup> Street LID Improvement Project, starting the 60-day lien filing period for project closeout.  
[SL\\_007\\_Physical Completion.pdf](#)
16. Lease Agreement Amendment for LINC NW \*  
Recommended Motion: I move to authorize the Mayor to approve amendment No. 1 to the lease agreement between City of Marysville and LINC NW.  
[LINC NW Lease Amendment.docx](#)
17. An **Ordinance** amending the 2023-2024 Biennial Budget for various purposes not known at the time of budget adoption.  
Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.  
[Q4 2023 Budget Amendment Memov2.docx](#)  
[11 6 2023 BA Ordinance Nov 2023 v2.docx](#)
18. An **Ordinance** amending the Light Industrial design standards.  
Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.  
[PC Minutes - 7.25.23 and 9.26.23](#)  
[Ord. Industrial design minor amendment](#)
19. An **Ordinance** approving the Mavis-Undi Rezone.  
Recommended Motion: I move to authorize the Mayor to approve the NON-PROJECT ACTION Comprehensive Plan Map Amendment and Rezone by Ordinance as recommended by the Planning Commission.  
[Staff Recommendation Mavis-Undi Rezone](#)  
[PC Minutes - 4.25.23, 5.23.23 and 10.10.23](#)  
[Supplemental materials submitted by applicant at hearing](#)  
[Ordinance Mavis-Undi Rezone](#)
20. KM Capital/51st Avenue Rezone Request  
Recommended Motion: I move to authorize the Mayor to affirm the Planning Commission's Recommendation on the KM Capital/51st Avenue Rezone request.  
[Staff Recommendation 51st Ave-KM Capital Rezone](#)  
[PC Minutes - 4.25.23, 5.23.23 and 10.10.23](#)  
[Supplemental information submitted by applicant at hearing](#)  
[Second supplemental information submitted by applicant 10.30.23](#)
21. An **Ordinance** approving amendments to the Downtown Master Plan, MMC Ch. 22C.080, Downtown Master Plan Area - Design Requirements, and other minor associated MMC provisions.  
Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.  
[Memo re. Downtown Master Plan amendments](#)  
[Ordinance DMP and code amendments](#)  
[PC Minutes - 9.26.23 and 10.10.23](#)

22. An **Ordinance** related to temporary sign regulations.  
Recommended Motion: I move to adopt Ordinance No.\_\_\_\_\_  
[2 Memo CC Workshop Memo 11-06-23](#)  
[1 Ordinance Sign Code 11-13-23](#)  
[3 PC DRAFT Minutes.pdf](#)  
[4 PC Recommendation-Temporary Signs-CA22001.pdf](#)
  
23. An **Ordinance** amending nuisance regulations related to dilapidated fences.  
Recommended Motion: I move to approve Ordinance No.\_\_\_\_\_.  
[1 Ordinance - Fences 11-13-23.pdf](#)

## **Legal**

## **Mayor's Business**

24. 2024 State and Federal Legislative Priorities  
[Combined Packet2024\\_StateAndFederal.pdf](#)

## **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.

**\*These items have been added or revised from materials previously distributed in the packets for the November 6, 2023 work session meeting.**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Communications Officer Connie Mennie, Executive

**ITEM TYPE:** Proclamation

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

**SUBJECT:** Proclamation Declaring Nov. 25, 2023, Small Business Saturday in Marysville

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[PROCLAMATION Small Business Saturday 2023.pdf](#)



# PROCLAMATION

## Declaring Nov. 25, 2023, Small Business Saturday in Marysville

WHEREAS, the U.S. Small Business Administration reports that America’s 29 million small businesses represent more than 99 percent of all businesses with employees in this country and are responsible for 63 percent of new jobs created over the past 20 years; and

WHEREAS, since 2011, communities throughout the country have recognized the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, by making a commitment to “shop small,” Americans celebrate small businesses and help local communities thrive and stay vibrant; and

WHEREAS, small businesses create jobs, boost our local economy and add value to our neighborhoods; and

WHEREAS, we are fortunate here in Marysville to enjoy a strong, vibrant local business community offering a diverse array of quality products and services; and

WHEREAS, even when you shop online, you can choose to make purchases or buy gift cards from Marysville merchants, restaurants and services; and

WHEREAS, when shopping locally, \$68 for every \$100 stays in our community, so one way to support city programs and services is by shopping in the city and keeping retail tax dollars here.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim Nov. 25, 2023, as

### **SMALL BUSINESS SATURDAY**

in the City of Marysville. I encourage all residents to shop locally this holiday season and to support Marysville’s small businesses on Small Business Saturday and throughout the year.

Under my hand and seal this thirteenth day of November, 2023.

THE CITY OF MARYSVILLE

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*Jon Nehring, Mayor*



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Confidential Administrative Assistant Margaret Vanderwalker, Police

**ITEM TYPE:** Presentation

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

**SUBJECT:** Swearing-in of Police Officer Jon Flaherty

**SUGGESTED ACTION:**

**SUMMARY:** The Marysville Police Department requests that Mayor Jon Nehring swear in Police Officer Jon Flaherty.

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**ATTACHMENTS:**  
[Oath Police Officer Jon Flaherty.docx](#)





MARYSVILLE POLICE DEPARTMENT  
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer  
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Jon Flaherty, do solemnly swear that I will support the Constitution of the United States of America; the Laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13<sup>th</sup> day of November, 2023.

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Jon Flaherty  
Police Officer

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Erik Scairpon  
Chief of Police

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Jon Nehring  
Mayor

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Tina Brock  
City Clerk



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Confidential Administrative Assistant Margaret Vanderwalker, Police

**ITEM TYPE:** Presentation

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

**SUBJECT:** Swearing-in of Police Officer Nick Buell

**SUGGESTED ACTION:**

**SUMMARY:** The Marysville Police Department is requesting that Mayor Jon Nehring swear into service, Police Officer Nick Buell.

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**ATTACHMENTS:**  
[Oath Police Officer Nick Buell.docx](#)



MARYSVILLE POLICE DEPARTMENT  
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer  
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Nick Buel I , do solemnly swear that I will support the Constitution of the United States of America; the Laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Nick Buel I  
Police Officer

\_\_\_\_\_  
Erik Scairpon  
Chief of Police

\_\_\_\_\_  
Jon Nehring  
Mayor

\_\_\_\_\_  
Tina Brock  
City Clerk



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Confidential Administrative Assistant Margaret Vanderwalker, Police

**ITEM TYPE:** Presentation

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

**SUBJECT:** Swearing-in of Custody Sergeant Brandon Palmer

**SUGGESTED ACTION:**

**SUMMARY:** Custody Sergeant Brandon Palmer has recently been promoted, and the Marysville Police Department is requesting Mayor Jon Nehring to swear him in to service.

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**ATTACHMENTS:**  
[Oath Custody Sergeant Palmer.docx](#)



MARYSVILLE POLICE  
DEPARTMENT  
Erik Scairpon, Chief of Police



OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

Marysville, Washington

I, Brandon Palmer, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Custody Sergeant for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13<sup>th</sup> day of November, 2023

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Brandon Palmer  
Custody Sergeant

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Erik Scairpon  
Chief of Police

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Jon Nehring  
Mayor

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Tina Brock  
City Clerk



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Confidential Administrative Assistant Margaret Vanderwalker, Police

**ITEM TYPE:** Presentation

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

**SUBJECT:** Swearing-in of Commander Chris Jones

**SUGGESTED ACTION:**

**SUMMARY:** Marysville Police Department has promoted Sergeant Chris Jones to the rank of Commander. It is our request that Mayor Nehring swear Commander Chris Jones into service.

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**ATTACHMENTS:**  
[Oath Police Commander Chris Jones.docx](#)



MARYSVILLE POLICE DEPARTMENT  
ERIK SCAIRPON, CHIEF OF POLICE



Police Commander  
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Chris Jones, do solemnly swear that I will support the Constitution of the United States of America; the Laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Commander for the City of Marysville, according to the best of my ability, so help me God.

Signed this 13<sup>th</sup> day of November, 2023.

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Chris Jones  
Police Commander

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Erik Scairpon  
Chief of Police

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Jon Nehring  
Mayor

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Tina Brock  
City Clerk



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Jennifer Ferrer-Santa Ines, Finance

**ITEM TYPE:** Presentation

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

**SUBJECT:** 2023 YTD Financial Update

**SUGGESTED ACTION:**

**SUMMARY:** This is a report and presentation to review how revenue and expenditures are tracking against budget.

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**ATTACHMENTS:**





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** City Clerk Tina Brock, City Clerk

**ITEM TYPE:** Minutes

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

**SUBJECT:** October 23, 2023 City Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[CC 10232024.docx](#)

**City Council**



**501 Delta Ave  
Marysville, WA 98270**

**Meeting Minutes  
October 23, 2023**

**Call to Order**

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

**Invocation**

Chaplain Dan Hazen gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring:

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

Excused: Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Police Chief Erik Scairpon, Parks, Culture, and Recreation Director Tara Mizell, Community Development Director Haylie Miller, Information Systems Administrator Chris Brown, IT Director Stephen Doherty, Assistant Public Works Director Max Phan, Public Works Director Jeff Laycock, Finance Director Jennifer Ferrer-Santa Ines, Fire Chief Vander Pol, Community Information Officer Connie Mennie (via Zoom), IT Services Supervisor Jeremiah Nyman (via Zoom), Human Resources Director Megan Hodgson (via Zoom)

**Motion** to excuse the absence of Councilmember Muller moved by Council President Norton seconded by Councilmember King.

**AYES: ALL**

### **Approval of the Agenda**

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

**AYES: ALL**

### **Presentations**

- A. [Proclamation Declaring Oct. 28, 2023, as National First Responders Day in Marysville](#)

### **[PROCLAMATION National First Responders Day 2023.pdf](#)**

Mayor Nehring read the proclamation into the record.

### **Audience Participation**

Ryan Brown, President/CEO, LINC NW, 17903 Highland View Drive, Arlington, expressed gratitude to the City and gave an update about the hotel voucher program, cold weather shelter, and other Family Resource Center efforts at Bethlehem Lutheran Church.

Jesus Martinez Gordado, 9440 50th Ave NE, Marysville, moved recently from Lakewood and loves the community. He expressed concern about the frequent loud noise from the trains and the way it shakes the homes and disturbs his family's sleep. He wondered about having speakers instead of horns at certain times like they do in Edmonds and Seattle. Mayor Nehring welcomed him to the community and acknowledged his concerns. He explained that Marysville has dozens of crossings, and they would like to address them all. They are doing some preliminary work looking at quiet zones. He explained the process if this is approved. Director Laycock reviewed where they are in the process and options available to the community. Mayor Nehring thanked Mr. Gordado for his comments and assured him that they are looking at a solution.

### **Approval of Minutes**

- 1. [September 25, 2023 City Council Meeting Minutes](#)

### **[CC 09252023.docx](#)**

**Motion** to approve September 25, 2023 City Council Meeting Minutes moved by Councilmember King seconded by Council President Norton.

**AYES: ALL**

2. October 2, 2023 City Council Work Session Minutes

**WS 10022023.docx**

**Motion** to approve October 2, 2023 City Council Work Session Minutes moved by Councilmember Richards seconded by Councilmember Condyles.

**AYES: ALL**

3. October 9, 2023 City Council Meeting Minutes

**CC 10092023.docx**

**Motion** to approve October 9, 2023 City Council Meeting Minutes moved by Councilmember James seconded by Councilmember King.

**AYES: ALL**

**Consent**

4. October 4, 2023 Claims in the Amount of \$2,310,525.73 Paid by EFT Transactions and Check Numbers 165525 through 165635

**100423.rtf**

5. October 10, 2023 Payroll in the Amount of \$1,883,589.75 Paid by EFT Transactions and Check Numbers 34788 through 34800

6. September 25, 2023 Payroll in the Amount of \$2,137,291.82 Paid by EFT Transactions and Check Numbers 34773 through 34787

7. October 18, 2023 Claims in the Amount of \$1,106,015.74 Paid by EFT Transactions and Check Numbers 165755 through 165907 with Check Number 164982 Voided

**101823.rtf**

**Motion** to approve Consent Agenda items 4, 5, 6, and 7 moved by Councilmember Richards seconded by Councilmember James.

**AYES: ALL**

**Review Bids**

**Public Hearings**

**New Business**

8. [Snohomish County PUD Customer Service Contract – Authorization for Additional Funds for the Downtown Stormwater Treatment Project](#)

[PUD customer service contract\\_DSTP\\_09-07-21.pdf](#)

[PUD revised estimate\\_09-14-23.pdf](#)

Director Laycock reviewed this item related to the Stormwater Treatment Project.

**Motion** to authorize additional funds in accordance with the customer service contract with Snohomish County PUD for the Downtown Stormwater Treatment Project moved by Council President Norton seconded by Councilmember Condyles.

**AYES: ALL**

9. [Recommended Funding for 2023 Community Beautification Grant Applicants](#)

[2023OCT23 CBG Summary\\_Council Packet.pdf](#)

CAO Hirashima made a presentation related to the 2023 Beautification Grant Program. Only four applications were received, and the committee recommended funding for all requests. The requests included the following:

- Whiskey Ridge Views HOA - improve common green space
- Pacific Meadows HOA - update and improve community parks
- Pinewood Neighborhood - new neighborhood sign
- Cedar Crest Greens Neighborhood - subdivision entry signs

Councilmember King said he went to the Pinewood neighborhood meeting and was impressed with their enthusiasm. He asked if the Pinewood neighborhood sign will kick start the rest of the neighborhood signs. CAO Hirashima replied that it would. Staff worked with them to get a nice template that could be used in all of the neighborhoods.

Councilmember Richards asked if the cost of all the neighborhood signs will be around \$12,000. CAO Hirashima stated they would.

Council President Norton asked how the number of applications compared to previous years. CAO Hirashima said what was missing was commercial applications.

**Motion** to approve the 2023 applicant awards for Community Beautification Program funding in the amount of \$30,388.81 moved by Councilmember Condyles seconded by Councilmember King.

**AYES: ALL**

10. [Recommended Funding for 2023 Hotel/Motel Tourism Grant Applicants](#)

CAO Hirashima reviewed this item related to Hotel/Motel Tourism grant award recommendations. Ten applications were received. The committee recommended funding for every application except the pickle ball tournament.

Councilmember King requested removing the Marysville Festival item so he could vote on the rest of the items.

### [2024 Application Scoring Sheet\\_BLANK.pdf](#)

### [2024 Tourism Grant Score Summary and Funding Recommendations.pdf](#)

**Motion** to approve the Hotel/Motel Tourism Grant award recommendations for the 2023 Applicants minus the Marysville Strawberry Festival for \$123,400 moved by Councilmember James seconded by Councilmember Stevens.

**AYES: ALL**

Councilmember King recused himself for the Strawberry Festival item.

**Motion** to approve the Hotel/Motel Tourism Grant award recommendation for the Strawberry Festival application for the 2023 in the amount of \$60,000 moved by Councilmember Richards seconded by Councilmember James.

**AYES: ALL**

Councilmember King returned to the meeting.

11. [An Ordinance to modify MMC chapter 10.04 Animal Control related to fowl regulations.](#)

### [Ordinance - Fowl 10-23-23 \(2\).pdf](#)

Director Miller reviewed the proposed regulations related to fowl. Suggestions from the City Council have been incorporated.

**Motion** to approve Ordinance No. 3290 moved by Councilmember Condyles seconded by Councilmember James.

**AYES: ALL**

12. [2024 Transportation Benefit District \(TBD\) Projects](#)

### [2024 TBD Projects.pptx](#)

Assistant Public Works Director Phan and Director Laycock made the presentation. Asst. Director Phan reviewed expenses, revenues, and the list of 2024 Transportation Benefit District Projects. 2024 Projects include: Sunnyside Blvd and 53rd Ave NE Intersection, 2024 Pavement Preservation, and SR531/172nd Interim Walkway. Asst. Director Phan reviewed details of the projects. He also discussed the TBD Renewal vote schedule which would continue the existing tax (not a new one).

Councilmember James asked how they determine which projects get the funding. Asst. Director Phan reviewed the process.

Councilmember King thanked the Public Works department for their great work. He said he hears a lot of positive comments about the projects.

**Motion** to approve the list of 2024 Transportation Benefit District Projects as presented moved by Councilmember King seconded by Council President Norton.

**AYES: ALL**

### 13. [Park Access Agreement for construction within Olympic View Park](#)

#### [Access Agreement - Olympic View Park.pdf](#)

Director Laycock reviewed the proposed access agreement with Keystone Land, LLC to allow construction within Olympic View Park.

Councilmember James asked about parking. Director Laycock indicated he would follow up with details.

**Motion** to authorize the Mayor to sign and execute the access agreement with Keystone Land, LLC, allowing construction within Olympic View Park moved by Council President Norton seconded by Councilmember King.

**AYES: ALL**

## Legal

### Mayor's Business

- The Port of Everett is doing a boundary extension survey which was forwarded to Council. Citizens of Marysville will have the opportunity to weigh in.
- Thanks to everyone who participated in domestic violence awareness month activities.
- There has been some great activity out at Strawberry Fields. Pickup games have been happening on Fridays as well which have been packed.

### Staff Business

Director Laycock reported that the public hearing on the sewer recovery contract has been pushed out until the end of next month.

City Attorney Walker stated the need for an Executive Session to address two items: one regarding purchase or acquisition of real estate and one regarding collective bargaining negotiations. No action is expected on either. The time was estimated at 20 minutes.

PIO Connie Mennie reminded everyone to try to use their microphones.

### Call on Councilmembers and Committee Reports

Councilmember Condyles:

- The signal box wraps turned out great. He is looking forward to seeing more of those.
- TBD revenues continue to increase. This is a tax that people can easily see the benefit of throughout the community and is very valuable.

Councilmember James:

- He agreed that the TBD program is great. It's wonderful to see projects getting completed.
- He reported on the Finance Committee meeting. They reviewed the Marysville levy coming up. There will be a 0% increase for 2024. They also reviewed the numbers for sales tax (construction and non-construction). Numbers are up slightly over the last report. They also talked about the jobs report. Total open jobs in 2023 was 131. They were able to fill 97 of those over the year.
- He participated in the DVS walk and luncheon. He is happy to support such a worthy cause.
- He attended the Snohomish County Cities meeting on October 19. They will be holding elections again in January.

Councilmember King:

- The Housing Action Plan open house was held on October 10. Thanks to staff for hosting that.
- Public Works Committee discussed the 10-20 year projection for water needs and talked about the success of the TBD. Next year they plan to clean the exteriors of some of the water tanks. They also talked about the Marysville west water leak and the interim 172nd Street walkway.
- At the last Fire Board meeting, the Chief gave an update on the Station 61 remodel which is almost completed.
- Thanks to the Marysville Soroptimists' Club for the great work they do in the community.

Councilmember Stevens:

- Thanks again to the first responders.
- He loves seeing the TBD map getting filled in with all the colors. He is hopeful that the community will continue to support that.

Councilmember Richards:

- Thanks again to the first responders. They deserve more than a day.
- Thanks to Ryan Brown for leading LINC NW.
- Thanks to Mr. Gordado for sharing his concerns and thoughts about the trains.
- He is excited to see the Pinewood sign, but he wishes they found a less expensive one so they could get more up.



- He attended the Snohomish County Cities meeting where they had a presentation about affordable housing and homelessness. He shared some of his thoughts about how this topic might be addressed.
- He also attended the Public Works Committee meeting.
- The TBD program in the city is awesome. He hopes they will be able to have that for another ten years.

Council President Norton:

- She also thanked police officers and firefighters for their service.
- Regarding TBD, she noted that the pavement preservation saves the City a lot of money in the long run.
- She gave an update on the Public Safety Committee meeting where they reviewed crime stats and staffing.
- She recommended a brief discussion on the public comment process to address concerns. She recommended that staff come to the Council with some options. There appeared to be consensus to bring something back to the work session.

### Adjournment/Recess

Council recessed from 8:07 until 8:15 p.m.

### Executive Session

Council went into Executive Session at 8:15 p.m. At 8:35 p.m. the Executive Session was extended for five minutes. At 8:40 the Executive Session was extended for five minutes. At 8:45 it was extended another five minutes.

### Reconvene

Council reconvened at 8:50 p.m.

### Adjournment

**Motion** to adjourn at 8:51 p.m. moved by Councilmember Richards seconded by Council President Norton.

**AYES: ALL**

The meeting was adjourned at 8:51 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Payroll

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

**SUBJECT:** October 25, 2023 Payroll in the Amount of \$1,823,176.08 Paid by EFT Transactions and Check Numbers 34801 through 34811

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** October 25, 2023 Claims in the Amount of \$1,599,337.15 Paid by EFT Transactions and Check Numbers 165908 through 166047 with Check Numbers 142337, 147855, 149255, 149306, 149329, 149433, 149450, 149455, 149497, 149540, 149647, 149705, 149790, 150168, 150332, 150511, 150531, 150610, 150662, 150671, 150812, 150859, 150877, 150905, 151222, 151328, 151340, 151341, 151344, 151405, 151426, 151723, 151820, 151822, 152317, 152473, 152777, 152789, 152794, 152866, 153033, 153052, 153217, 153404, 153536, 153724, 153761, 153783, 153799, 153884, 153929, 153961, 154005, 154224, 154230, 154269, 154513, 154633, 154676, 154780, 154977, 155131, 155217, 155230, 155443, 155468, 155621, 155719, 155721, 155824, 155839, 155898, 155910, 155937, 156086, 156250, 165773, 165830, and 165853  
Voided

**SUGGESTED ACTION:**

**SUMMARY:**

**ATTACHMENTS:**  
[102523.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/25/2023 TO 10/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165908	US BANK	TRAINING REFUND	FINANCE-GENL	-1,012.00
	US BANK	PARTS/UNIFORMS	ER&R	-98.92
	US BANK	SUPPLIES	GENERAL FUND	-73.30
	US BANK	SUPPLIES/RENTALS	GENERAL FUND	-68.04
	US BANK	SUPPLIES	GENERAL FUND	-61.10
	US BANK	SUPPLIES/UNIFORMS	GENERAL FUND	-20.35
	US BANK	UNIFORMS	COMMUNITY SERVICES UNIT	0.04
	US BANK	MEALS/SUPPLIES	EXECUTIVE ADMIN	8.74
	US BANK	MEALS/ADVERTISING	RECREATION SERVICES	9.00
	US BANK	SUPPLIES	COMMUNITY	11.80
	US BANK		GENERAL	11.81
	US BANK	SUPPLIES/TRAINING	COMMUNITY CENTER	12.01
	US BANK	SUPPLIES	EXECUTIVE ADMIN	13.47
	US BANK	SUPPLIES/TRAINING	LEGAL-GENL	16.40
	US BANK		LEGAL - PROSECUTION	19.38
	US BANK	TRAINING REFUND	MEDICAL CLAIMS	20.22
	US BANK	SUPPLIES/TRAINING	LEGAL - PROSECUTION	21.43
	US BANK	GRADUATION REFRESHMENTS	PROBATION	21.66
	US BANK	SUPPLIES/UNIFORMS	POLICE INVESTIGATION	21.87
	US BANK	SUPPLIES/RENTALS	POLICE TRAINING-FIREARMS	23.46
	US BANK		POLICE PATROL	24.00
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	24.99
	US BANK	MEALS/SUPPLIES	CITY COUNCIL	25.00
	US BANK	REFRESHMENTS/REGISTRATION	COMMUNITY CENTER	25.00
	US BANK	SUPPLIES/TRAINING	RECREATION SERVICES	25.42
	US BANK	REFRESHMENTS/REGISTRATION	EXECUTIVE ADMIN	26.54
	US BANK		RECREATION SERVICES	27.30
	US BANK	SUPPLIES/TRAINING	CITY CLERK	29.08
	US BANK	SUPPLIES	SOLID WASTE OPERATIONS	30.10
	US BANK	SUPPLIES/RENTALS	POLICE INVESTIGATION	32.96
	US BANK	ADVERTISING/SUPPLIES	PERSONNEL ADMINISTRATION	34.30
	US BANK		POLICE ADMINISTRATION	35.00
	US BANK	UNIFORMS	UTIL ADMIN	38.28
	US BANK	SUPPLIES	RECREATION SERVICES	39.36
	US BANK	SUPPLIES/TRAINING	CITY CLERK	40.00
	US BANK	SUPPLIES/RENTALS	DETENTION & CORRECTION	44.62
	US BANK	ADVERTISING/SUPPLIES	POLICE ADMINISTRATION	49.95
	US BANK	SUPPLIES/RENTALS	POLICE PATROL	50.00
	US BANK	SURVEY	MEDICAL CLAIMS	53.61
	US BANK	TOUCH-A-TRUCK SUPPLIES	STORM DRAINAGE	55.05
	US BANK	MEALS/ADVERTISING	OPERA HOUSE	57.35
	US BANK	UNIFORMS/SUPPLIES	RECREATION SERVICES	57.86
	US BANK	SUPPLIES	WATER SERVICE INSTALL	62.19
	US BANK	AIR FILTER	UTILITY BILLING	65.63
	US BANK	SUPPLIES/UNIFORMS	STORM DRAINAGE	70.36
	US BANK	MEALS/SUPPLIES	PERSONNEL ADMINISTRATION	71.95
	US BANK	CADET TRAINING	POLICE TRAINING-FIREARMS	75.00
	US BANK	OFFICE SUPPLIES	FINANCE-GENL	75.48
	US BANK	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	79.83
	US BANK	PARTS/UNIFORMS	EQUIPMENT RENTAL	81.00
	US BANK	SUPPLIES/TRAINING/TRAVEL	POLICE PATROL	82.45
	US BANK	UNIFORMS/SUPPLIES	COMMUNITY CENTER	83.97
	US BANK	SUPPLIES	MUNICIPAL COURTS	87.23
	US BANK	SUPPLIES/TRAINING	RECREATION SERVICES	95.42
	US BANK	SUPPLIES/TRAINING/DUES	SOLID WASTE OPERATIONS	98.28

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/25/2023 TO 10/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	US BANK	SUPPLIES	COMMUNITY	98.46
	US BANK		RECREATION SERVICES	103.35
	US BANK		RECREATION SERVICES	108.83
	US BANK	SUPPLIES/TRAINING/TRAVEL	POLICE TRAINING-FIREARMS	109.55
	US BANK	SUPPLIES	UTIL ADMIN	112.50
	US BANK		ROADWAY MAINTENANCE	122.44
	US BANK		WATER DIST MAINS	131.82
	US BANK		ENGR-GENL	134.49
	US BANK	EMBEDDED SOCIAL WORKER	GENERAL FUND	136.00
	US BANK	ADVERTISING/SUPPLIES	POLICE ADMINISTRATION	150.00
	US BANK	SUPPLIES	SIDEWALK MAINTENANCE	163.91
	US BANK	SUPPLIES/RENTALS	POLICE ADMINISTRATION	172.82
	US BANK	SUPPLIES/UNIFORMS	STORM DRAINAGE	177.53
	US BANK	SUPPLIES	RECREATION SERVICES	186.76
	US BANK	SUPPLIES/TRAINING/TRAVEL	POLICE PATROL	188.01
	US BANK	SUPPLIES	SIDEWALK MAINTENANCE	189.29
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	200.00
	US BANK	SUPPLIES/RENTALS	POLICE PATROL	202.67
	US BANK		POLICE PATROL	220.85
	US BANK	SUPPLIES/UNIFORMS	POLICE INVESTIGATION	224.68
	US BANK		POLICE PATROL	236.82
	US BANK	UNIFORMS/SUPPLIES	OPERA HOUSE	240.47
	US BANK	MEALS/ADVERTISING	COMMUNITY EVENTS	246.15
	US BANK	UNIFORMS/SUPPLIES	OPERA HOUSE	246.28
	US BANK	SUPPLIES/TRAINING	RECREATION SERVICES	249.00
	US BANK	SUPPLIES	TRAFFIC CONTROL DEVICES	254.60
	US BANK		ROADWAY MAINTENANCE	254.61
	US BANK	SUPPLIES/RENTALS	POLICE INVESTIGATION	258.05
	US BANK	SUPPLIES	COMPUTER SERVICES	276.21
	US BANK	MEALS/SUPPLIES	EXECUTIVE ADMIN	281.84
	US BANK	ADVERTISING/SUPPLIES	POLICE ADMINISTRATION	292.56
	US BANK	SUPPLIES/TRAINING/TRAVEL	POLICE ADMINISTRATION	305.69
	US BANK	TRAINING	UTILITY BILLING	315.00
	US BANK	SUPPLIES/UNIFORMS	SEWER MAIN COLLECTION	320.51
	US BANK	MEMBERSHIP DUES	EXECUTIVE ADMIN	322.00
	US BANK	SUPPLIES/TRAINING/DUES	SOLID WASTE OPERATIONS	335.00
	US BANK	SUPPLIES	MUNICIPAL COURTS	359.93
	US BANK	SUPPLIES/TRAINING/DUES	UTIL ADMIN	375.00
	US BANK	SUPPLIES/RENTALS	EMBEDDED SOCIAL WORKER	384.23
	US BANK	SUPPLIES/TRAINING/TRAVEL	POLICE PATROL	432.03
	US BANK		POLICE ADMINISTRATION	442.90
	US BANK	SUPPLIES	COMPUTER SERVICES	498.64
	US BANK		GENERAL	538.20
	US BANK		RECREATION SERVICES	542.04
	US BANK	TRAVEL/TRAINING	ENGR-GENL	575.00
	US BANK	SUPPLIES	COMMUNITY	683.23
	US BANK		EXECUTIVE ADMIN	711.09
	US BANK		SPECIAL EVENTS & PROJECTS	768.68
	US BANK	SUPPLIES/RENTALS	YOUTH SERVICES	791.84
	US BANK	SUPPLIES	PARK & RECREATION FAC	984.31
	US BANK	ADVERTISING/SUPPLIES	PERSONNEL ADMINISTRATION	1,049.00
	US BANK	SUPPLIES/RENTALS	POLICE ADMINISTRATION	1,100.56
	US BANK	PARTS/UNIFORMS	EQUIPMENT RENTAL	1,151.25
	US BANK	TRAVEL/TRAINING	UTIL ADMIN	1,208.28

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 INVOICE LIST**

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165908	US BANK	SUPPLIES	SEWER LIFT STATION	1,371.75
	US BANK	SUPPLIES/UNIFORMS	POLICE ADMINISTRATION	1,379.58
	US BANK	PARTS/UNIFORMS	EQUIPMENT RENTAL	1,394.15
	US BANK	TRAINING	POLICE TRAINING-FIREARMS	1,491.00
	US BANK	SUPPLIES/TRAINING/TRAVEL	POLICE TRAINING-FIREARMS	1,528.10
	US BANK	SUPPLIES/UNIFORMS	POLICE INVESTIGATION	1,691.55
	US BANK	SUPPLIES/RENTALS	POLICE ADMINISTRATION	1,783.82
	US BANK	SUPPLIES	ROADSIDE VEGETATION	1,834.24
	US BANK		COMPUTER SERVICES	1,840.91
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,860.42
	US BANK	MEALS/SUPPLIES	EXECUTIVE ADMIN	2,228.74
	US BANK	FIRST AID SUPPLIES	PERSONNEL ADMINISTRATION	2,336.78
	US BANK	SUPPLIES	WATER SERVICE INSTALL	3,815.62
	US BANK	SUPPLIES/TRAINING/DUES	UTIL ADMIN	4,380.00
	US BANK	SUPPLIES	HYDRANTS	4,390.92
	US BANK		IS REPLACEMENT ACCOUNTS	7,198.46
	US BANK	SIGNAL TRAFFIC WRAP PROGRAM	TRANSPORTATION	19,991.58
165909	REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2023	NON-DEPARTMENTAL	-0.02
	REVENUE, DEPT OF		GOLF ADMINISTRATION	-0.01
	REVENUE, DEPT OF		GENERAL FUND	1,131.78
	REVENUE, DEPT OF		GOLF COURSE	2,186.82
165910	LICENSING, DEPT OF	DRIVING ABSTRACT - LEUPOLD	PERSONNEL ADMINISTRATION	15.00
165911	BENEFIT COORDINATORS	PREMIUMS - NOV 2023	MEDICAL CLAIMS	175,668.12
165912	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	54,495.42
	PREMERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	170,827.75
165913	REVENUE, DEPT OF	EXCISE TAXES SEPT 2023	RECREATION SERVICES	4.87
	REVENUE, DEPT OF		POLICE ADMINISTRATION	23.79
	REVENUE, DEPT OF		GENERAL FUND	438.41
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,042.77
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,992.49
	REVENUE, DEPT OF		STORM DRAINAGE	7,199.76
	REVENUE, DEPT OF		GOLF COURSE	19,881.22
	REVENUE, DEPT OF		ER&R	20,116.00
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	43,298.61
	REVENUE, DEPT OF		UTIL ADMIN	103,779.91
165914	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	26.26
	911 SUPPLY INC.	UNIFORM - WOOD	POLICE PATROL	60.18
	911 SUPPLY INC.	UNIFORM - METTE	COMMUNITY SERVICES UNIT	187.24
	911 SUPPLY INC.	UNIFORM - JONES	POLICE INVESTIGATION	297.72
	911 SUPPLY INC.	UNIFORM - AKERS	POLICE PATROL	493.94
	911 SUPPLY INC.		POLICE PATROL	519.71
	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	578.94
	911 SUPPLY INC.	UNIFORM - WOOD	POLICE PATROL	642.30
165915	ADAMS, NONA & JONATHAN	UTILITY REFUND	GARBAGE	126.87
165916	ALEXANDER PRINTING	BROCHURES	POLICE PATROL	1,447.54
165917	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	23.84
	AMERICAN CLEANERS		POLICE PATROL	167.38
165918	ARAMARK UNIFORM	JANITORIAL SUPPLIES	CIVIC CENTER	14.24
	ARAMARK UNIFORM		CIVIC CENTER	14.24
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	34.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	46.84
	ARAMARK UNIFORM		EQUIPMENT RENTAL	46.84
	ARAMARK UNIFORM	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	87.31
	ARAMARK UNIFORM		CUSTODIAL SERVICES	87.30

**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>
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	465.92
165919	ARG INDUSTRIAL	SHOP SUPPLIES	EQUIPMENT RENTAL	25.72
165920	ASM AFFILIATES, INC.	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	1,600.00
165921	BELRED HEATING/COOL	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
165922	BILLING DOCUMENT SPE	BILL SERVICE	UTILITY BILLING	1,759.64
	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	4,204.89
165923	BLOSSOM SOLAR	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	75.00
165924	BOB BARKER COMPANY	GLOVES	DETENTION & CORRECTION	1,516.30
165925	BOMAR, RICK	PICKLEBALL TOURNAMENT	RECREATION SERVICES	400.00
	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	588.00
165926	BROOKS, DIANE E		RECREATION SERVICES	366.00
165927	BRYANT, KIM	CONTINUED EDUCATION	UTIL ADMIN	88.50
165928	BURGER MILL & TERIYA	UTILITY REFUND	WATER/SEWER OPERATION	321.67
165929	CALLAHAN, KALEB	2023 WEED CONFERENCE	TRAINING	132.75
165930	CAMP FIRE USA	INSTRUCTOR PAYMENT	RECREATION SERVICES	960.00
165931	CARDOZA, CARLA	REFUND - RENTAL DEPOSIT	GENERAL FUND	500.00
165932	CARSTENS JR, LUCILLE	UTILITY REFUND	WATER/SEWER OPERATION	269.27
165933	CATHOLIC COMMUNITY	CHORE SERVICE SEPT 2023	COMMUNITY	553.85
165934	CHAMPION BOLT	J030 - SOCKET SHOULDER BOLT	EQUIPMENT RENTAL	42.55
165935	COAST GUARD AUXILIAR	INSTRUCTOR PAYMENT	RECREATION SERVICES	180.00
165936	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	467.95
165937	CONRAD, JARED	UTILITY REFUND	GARBAGE	280.44
165938	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	17,059.00
165939	CRIMINAL JUSTICE	CJTC TRAINING FEES	POLICE TRAINING-FIREARMS	4,947.00
165940	DAILY JOURNAL OF COM	PROJECT ADVERTISING	GMA-PARKS	254.40
165941	DALEY, ELLEN	UTILITY REFUND	WATER/SEWER OPERATION	283.76
165942	DAVIS, CHRIS	REFUND - WEDDING DEPOSIT	GENERAL FUND	250.00
165943	DEKRA-LITE	#6 BANNERS FOR FARMERS MARKET	ROADSIDE VEGETATION	1,257.06
165944	DIAMOND, BLAIR	2023 WEED CONFERENCE	TRAINING	132.75
165945	DICKS TOWING	TOWING 23-54747	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-55297	POLICE PATROL	77.54
165946	DIMENSIONAL COMM.	SIGNAGE FOR CONFERENCE ROOMS	CAPITAL EXPENDITURES	7,354.96
165947	DOBYNS FAMILY LLC	UTILITY REFUND 15117 44TH AVE NE	WATER/SEWER OPERATION	706.22
165948	DONNELSON ELECTRIC	MCC - BOOST POWER TO SALLY PORT DOORS	CIVIC CENTER	4,527.07
165949	DREAMY DRINKS LLC	WELLNESS LUNCH EVENT 10/10/23	MEDICAL CLAIMS	109.40
165950	E&E LUMBER	MCC - OLD WORK SWITCH BOX	CIVIC CENTER	10.02
	E&E LUMBER	MCC - INSECT KILLER	COMMUNITY CENTER	20.78
	E&E LUMBER	SUPPLIES FOR OPERA HOUSE	OPERA HOUSE	60.24
165951	ELEVATE YOGA LLC	YOGA INSTRUCTION	POLICE ADMINISTRATION	125.00
165952	ESPRESSO CONNECTION	SEPT WELLNESS EVENT	MEDICAL CLAIMS	47.88
165953	EVERETT OFFICE	INSTALLATION OF FURNITURE	POLICE ADMINISTRATION	109.40
165954	EVERETT TIRE & AUTO	P194 - WHEELS ALIGNMENT	EQUIPMENT RENTAL	264.58
165955	FIRESTONE	J050 - FIRESTONE DESTINATION TIRES	EQUIPMENT RENTAL	682.24
165956	FISHCHUK, DIMITRY &	UTILITY REFUND	WATER/SEWER OPERATION	118.81
165957	FLAGG, DEAN	UTILITY REFUND	WATER/SEWER OPERATION	42.44
165958	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
165959	FRAZIER, DENNIS & MA	UTILITY REFUND	WATER/SEWER OPERATION	291.37
165960	GARNER, ANGELA	UTILITY REFUND	WATER/SEWER OPERATION	44.39
165961	GRAINGER	REPLACEMENT BATTERY PACK	POLICE PATROL	230.39
165962	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	287.88
165963	GREENSHIELDS INDS	WASH RACK	MAINT OF GENL PLANT	118.09
	GREENSHIELDS INDS	HEX SOCKET SET METRIC 10 PCS	EQUIPMENT RENTAL	482.57
	GREENSHIELDS INDS	J058 - FUEL TRANSFER PUMP	EQUIPMENT RENTAL	713.76

**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>
165964	HD FOWLER COMPANY	CREDIT TO INVOICE I6513881	ER&R	-126.55
	HD FOWLER COMPANY	CREDIT TO INVOICE I6529768	ER&R	-46.21
	HD FOWLER COMPANY	FULL FACE RED GASKET	WASTE WATER TREATMENT	7.64
	HD FOWLER COMPANY	FULL FACE RED GASKET	WASTE WATER TREATMENT	28.41
	HD FOWLER COMPANY	BLUE MARKING PAINT CAN	ER&R	126.55
	HD FOWLER COMPANY	WHITE MARKING PAINT CAN	ER&R	172.76
	HD FOWLER COMPANY	ANGLE BALL VALVE	WATER/SEWER OPERATION	4,603.56
165965	HOME DEPOT USA	SIMPLE GREEN CLEANER	ER&R	48.44
	HOME DEPOT USA	CLEANERS & FIRST AID KITS	ER&R	872.89
165966	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
165967	ICONIX WATERWORKS	METER COUPLING	WATER/SEWER OPERATION	109.88
	ICONIX WATERWORKS	MISC. BRASS BRACKET	WATER/SEWER OPERATION	167.56
165968	INTERMOUNTAIN LOCK	KEYS FOR PW ADMIN	UTIL ADMIN	367.48
165969	JENKS, JOSIAH D	UTILITY REFUND	WATER/SEWER OPERATION	87.47
165970	JOHNSON, ECHO	REFUND - RENTAL DEPOSIT	GENERAL FUND	500.00
165971	KALMA, RICHARD	UTILITY REFUND	WATER/SEWER OPERATION	119.46
165972	KBHPNW LLC	REFUND PLAN REVIEW FEES	COMMUNITY DEVELOPMENT	421.62
165973	KEEFE, RYAN M	TRAINING	WATER DIST MAINS	28.62
165974	LABOR & INDUSTRIES	3RD QTR L & I 2023	OPERA HOUSE	1.29
	LABOR & INDUSTRIES		RECREATION SERVICES	528.65
	LABOR & INDUSTRIES		POLICE PATROL	594.50
165975	LANGUAGE LINE	INTERPRETER SERVICE	POLICE INVESTIGATION	2.35
165976	LE SPADE, JOHN	UTILITY REFUND	WATER/SEWER OPERATION	339.52
165977	MACDONALD, JASON & B		WATER/SEWER OPERATION	40.45
165978	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	16,579.00
165979	MARYSVILLE FIRE	INMATE TRANSPORTATION	DETENTION & CORRECTION	473.66
	MARYSVILLE FIRE		DETENTION & CORRECTION	473.66
	MARYSVILLE FIRE		DETENTION & CORRECTION	473.66
	MARYSVILLE FIRE		DETENTION & CORRECTION	473.66
	MARYSVILLE FIRE		DETENTION & CORRECTION	474.75
	MARYSVILLE FIRE		DETENTION & CORRECTION	561.26
	MARYSVILLE FIRE		DETENTION & CORRECTION	616.16
	MARYSVILLE FIRE		DETENTION & CORRECTION	616.16
165980	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	63.82
	MARYSVILLE, CITY OF	4822 61 ST NE A/B	AFFORDABLE HOUSING	120.34
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	127.51
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	127.51
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	193.11
	MARYSVILLE, CITY OF	10000 STATE AVE	MAINT OF GENL PLANT	239.54
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	300.69
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	310.97
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	1,131.64
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,176.23
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,847.34
165981	MATCO TOOLS	JACK STAND SET	EQUIPMENT RENTAL	437.55
165982	MC CLURE & SONS INC	WWTP VOID FILL	WASTE WATER TREATMENT	4,357.40
	MC CLURE & SONS INC	PAYMENT #18	SURFACE WATER CAPITAL	181,131.63
165983	MOTOR TRUCKS	H008 - HOSE HUMP REDUCER	EQUIPMENT RENTAL	40.58
165984	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	426.60
165985	MUZZY, ALAN & LINDA	UTILITY REFUND	WATER/SEWER OPERATION	25.24
165986	NAPA AUTO PARTS	CREDIT - INVOICE 4642-540921	EQUIPMENT RENTAL	-30.09
	NAPA AUTO PARTS	M012 - ENGINE PAINT	EQUIPMENT RENTAL	12.93
	NAPA AUTO PARTS	J064 - DRIVE AND SERPENT BELT	EQUIPMENT RENTAL	57.83
	NAPA AUTO PARTS	814 - STARTER	EQUIPMENT RENTAL	183.22
165987	NELSON PETROLEUM	INVENTORY - 240 PINTS GEAR LUBE	ER&R	735.32



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/25/2023 TO 10/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
165988	NETWORK WIRING SERVICE	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	2.73
165989	NORTH SOUND MEDIA	OPERA HOUSE ADVERTISING - LEROY BELL	OPERA HOUSE	325.00
165990	OSTLIE, LEANNE	REFUND TAILS & TALES	PARKS-RECREATION	59.00
165991	PACIFIC MEADOWS SNO	BEATIFICATION GRANT	PROTECTIVE INSPECTIONS	7,500.00
165992	PAPE MACHINERY	FILTERS	ER&R	120.44
165993	PEACE OF MIND	HEARING EXAMINER MINUTES	COMMUNITY	194.40
	PEACE OF MIND	COUNCIL MEETING MINUTES	COMMUNITY	349.20
165994	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	11,622.42
	PGC INTERBAY LLC		MAINTENANCE	17,486.59
	PGC INTERBAY LLC	NEW EQUIPMENT PURCHASED	EQUIPMENT RENTAL	92,453.94
165995	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	3,177.50
165996	PLATT ELECTRIC	MISC. SUPPLIES	MAINT OF GENL PLANT	252.06
165997	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	43.20
	POTTERY NOOK, THE		RECREATION SERVICES	90.00
165998	PROVIDENCE EVERETT M	INMATE EMERGENCY CARE	DETENTION & CORRECTION	190.50
165999	PUBLIC SAFETY TESTING	POLICE ADD-ON/CORRECTIONS ADD-ON	POLICE PATROL	22.00
	PUBLIC SAFETY TESTING		POLICE PATROL	275.00
166000	PUD	ACCT #223806431	SEWER LIFT STATION	8.83
	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	22.50
	PUD	ACCT #205195373	PARK & RECREATION FAC	22.84
	PUD	ACCT #202011813	PUMPING PLANT	24.31
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	35.32
	PUD	ACCT #202368551	PARK & RECREATION FAC	39.99
	PUD	ACCT #202794657	TRANSPORTATION	43.40
	PUD	ACCT #202524690	PUMPING PLANT	45.14
	PUD	ACCT #223764663	SEWER LIFT STATION	52.24
	PUD	ACCT #203199732	TRANSPORTATION	54.73
	PUD	ACCT #202303301	SEWER LIFT STATION	55.47
	PUD	ACCT #223735101	STREET LIGHTING	56.45
	PUD	ACCT #220792733	STREET LIGHTING	56.58
	PUD	ACCT #223514563	TRANSPORTATION	58.17
	PUD	ACCT #203430897	STREET LIGHTING	58.73
	PUD	ACCT #200827277	TRANSPORTATION	60.74
	PUD	ACCT #202368544	TRANSPORTATION	60.88
	PUD	ACCT #202288585	TRANSPORTATION	61.72
	PUD	ACCT #202557450	STREET LIGHTING	64.88
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	66.90
	PUD	ACCT #202143111	TRANSPORTATION	67.26
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	71.65
	PUD	ACCT # 222772634	TRANSPORTATION	80.73
	PUD	ACCT #203231006	TRANSPORTATION	89.60
	PUD	ACCT #202463543	SEWER LIFT STATION	96.77
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	104.88
	PUD	ACCT #202000329	PARK & RECREATION FAC	104.98
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	122.23
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	134.06
	PUD	ACCT #201021698	PARK & RECREATION FAC	138.08
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	143.30
	PUD	ACCT #222025900	PUMPING PLANT	147.59
	PUD	ACCT #201021607	PARK & RECREATION FAC	156.55
	PUD	ACCT #201065281	PARK & RECREATION FAC	170.53
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	236.63
	PUD	ACCT #201247699	STREET LIGHTING	274.91

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 10/25/2023 TO 10/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
166000	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,717.27
166001	PUGET SOUND SECURITY	809 - NEW IGNITION AND DOOR KEY TUMBLERS	EQUIPMENT RENTAL	82.05
166002	QUINNFORTH HOLDINGS	UTILITY REFUND 1800 4TH ST	GARBAGE	540.86
166003	REVENUE, DEPT OF	UNCLAIMED PROPERTY	GARBAGE-SERVICES	5.02
	REVENUE, DEPT OF		PARKS-RECREATION	10.00
	REVENUE, DEPT OF		PARKS-RECREATION	35.00
	REVENUE, DEPT OF		NON-DEPARTMENTAL	39.02
	REVENUE, DEPT OF		W/S-OTHER MISC REV	49.71
	REVENUE, DEPT OF		PARKS-RECREATION	80.00
	REVENUE, DEPT OF		PARKS-RECREATION	107.00
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT	150.00
	REVENUE, DEPT OF		EQUIPMENT RENTAL	174.86
	REVENUE, DEPT OF		GENL FUND BUS LIC &	195.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	401.44
	REVENUE, DEPT OF		GENERAL FUND	500.00
	REVENUE, DEPT OF		AFFORDABLE HOUSING TAX	566.67
	REVENUE, DEPT OF		GARBAGE	988.93
	REVENUE, DEPT OF		WATER-UTILITIES/ENVIRONMN	1,495.95
	REVENUE, DEPT OF		WATER/SEWER OPERATION	2,908.58
	REVENUE, DEPT OF		WATER/SEWER OPERATION	4,217.67
166004	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SOURCE OF SUPPLY	4,408.76
	RH2 ENGINEERING INC	ON-CALL WATER SUPPORT	SOURCE OF SUPPLY	14,712.85
166005	RUTKOWSKI, SIERRA	EXPENSE REIMBURSEMENT	PERSONNEL ADMINISTRATION	88.43
166006	SAGW LLC - RENTAL	UTILITY REFUND	GARBAGE	197.01
166007	SCHAEFER PLASTICS	BAR CARTS	SOLID WASTE OPERATIONS	18,083.82
166008	SHAY, TIM	UTILITY REFUND	WATER/SEWER OPERATION	161.68
166009	SINGH, AMANDEEP	UTILITY REFUND	WATER/SEWER OPERATION	464.32
166010	SIX ROBBLEES INC	SHOP SUPPLIES	EQUIPMENT RENTAL	13.47
166011	SKAGIT SHOOTING RANG	RANGE RENTALS	POLICE TRAINING-FIREARMS	597.30
166012	SKYCORP LTD	REFUND - HYDRANT METER RENTAL	WATER/SEWER OPERATION	1,200.00
166013	SNO CO PLAN & DEV	DRAINAGE/LDA FEE	WATER SERVICE INSTALL	1,112.30
166014	SNO CO PUBLIC WORKS	SEPT 2023 - SOLID WASTE	ROADSIDE VEGETATION	32.00
	SNO CO PUBLIC WORKS		GMA-PARKS	86.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	227,219.00
166015	SNO CO TREASURER	INMATE HOUSING SCJ	DETENTION & CORRECTION	114,129.65
166016	SNO CO TREASURER	RANGE RENTAL	POLICE	1,600.00
166017	SNYDER, CANON	DJ SERVICE	OPERA HOUSE	500.00
166018	SOLID WASTE SYSTEMS	J035 - HYDRAULIC CYLINDER ASSEMBLY	EQUIPMENT RENTAL	1,418.98
166019	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	446.00
166020	SOUND PUBLISHING	PUBLICATION JOB AD	PERSONNEL	475.00
166021	SOUND SAFETY	CREDIT - INVOICE 07085/6	CUSTODIAL SERVICES	-180.00
	SOUND SAFETY	UNIFORM - BARNES	EQUIPMENT RENTAL	120.88
	SOUND SAFETY	UNIFORM - HACKFORD	EQUIPMENT RENTAL	175.83
	SOUND SAFETY		EQUIPMENT RENTAL	200.00
	SOUND SAFETY	UNIFORM - VELCHKO	CUSTODIAL SERVICES	550.49
166022	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	153.16
	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	153.16
166023	SPRINGBROOK NURSERY	2 YDS. TOPSOIL	GMA-PARKS	41.54
	SPRINGBROOK NURSERY	1 YD. DUMP BRUSH, 2 YD. TOPSOIL	PARK & RECREATION FAC	57.54
	SPRINGBROOK NURSERY	4 YD. WOOD DEBRIS DISPOSAL	STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY		STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY	4 YD. WOOD DEBRIS DISPOSAL	STORM DRAINAGE	64.00
	SPRINGBROOK NURSERY	4 YDS. TOPSOIL	GMA-PARKS	83.08
	SPRINGBROOK NURSERY	SHOP ROCK HAUL IN	ROADWAY MAINTENANCE	1,500.63
166024	SSG MINERAL RESOURCE	POND MUCKING EXPORT	STORM DRAINAGE	480.34

FOR INVOICES FROM 10/25/2023 TO 10/25/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
166025	STONEWAY ELECTRIC	FINDER PCB RELAY	WATER FILTRATION PLANT	365.56
166026	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES	497.00
166027	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,540.67
166028	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL	1,450.50
166029	SUPERIOR RESTROOMS	UNIT #11348 SERVICE	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	UNIT #5613 SERVICE	ROADWAY MAINTENANCE	71.11
	SUPERIOR RESTROOMS	UNIT #6582 SERVICE	ROADWAY MAINTENANCE	71.11
	SUPERIOR RESTROOMS	UNIT #6586 SERVICE	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	UNIT #7750 SERVICE	ROADWAY MAINTENANCE	71.11
	SUPERIOR RESTROOMS	UNIT #11461 SERVICE	ROADWAY MAINTENANCE	142.22
	SUPERIOR RESTROOMS	UNIT #5606 SERVICE	ROADWAY MAINTENANCE	142.22
166030	TAYLOR MORRISON NORT	UTILITY REFUND	GARBAGE	229.55
166031	TAYLOR, ROBERT & KAR	UTILITY REFUND	GARBAGE	210.26
166032	TER-MARGARYAN, ANGEL	REFUND - BALLET FOR ADULTS	PARKS-RECREATION	12.00
166033	TMG SERVICES INC	CHLORINE/PH ANALYZER	SUNNYSIDE FILTRATION	5,003.24
166034	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	2,936.25
	TRANSCO GROUP	X-SECTIONS GIS UPDATE, IMAP VIEWER	TRANSPORTATION	3,266.25
	TRANSCO GROUP	PROFESSIONAL SERVICES	GMA - STREET	3,335.51
	TRANSCO GROUP	PROFESSIONAL SERVICE	GMA - STREET	4,611.89
	TRANSCO GROUP	TASK 3 EVAL OF CFI SCENARIO	GMA - STREET	20,254.50
	TRANSCO GROUP	PROFESSIONAL SERVICES	GMA - STREET	42,533.39
166035	ULINE	STORAGE RACK & RUBBER Mallet	MAINT OF GENL PLANT	431.74
	ULINE	STORAGE PARTICLE BOARD	MAINT OF GENL PLANT	1,198.25
166036	USA BLUEBOOK	TURBIDITY STANDARD 20 NTU 1 LITER	SUNNYSIDE FILTRATION	273.97
	USA BLUEBOOK	AMPULE CAL KIT FOR 2100Q	SUNNYSIDE FILTRATION	338.52
	USA BLUEBOOK	TOTAL CHLORINE TEST KIT	SUNNYSIDE FILTRATION	468.25
166037	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATIONS SEPT 2023	UTILITY LOCATING	910.14
166038	VC QUALITY SERVICE	REPAIRS - V038	EQUIPMENT RENTAL	2,308.86
	VC QUALITY SERVICE	REPAIRS - P174	EQUIPMENT RENTAL	4,829.68
166039	WA AUDIOLOGY SRVCS	OSHA/MSHA HEARING TEST	POLICE PATROL	44.00
166040	WALLACE, JOSEPH	UTILITY REFUND	WATER/SEWER OPERATION	128.88
166041	WAXIE SANITARY SUPPLY	KLEE LINE	PARK & RECREATION FAC	1,092.25
166042	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	172.80
166043	WHISTLE WORKWEAR	2023 UNIFORM - SCOTT	EQUIPMENT RENTAL	105.47
	WHISTLE WORKWEAR	WORK UNIFORM - SCOTT	EQUIPMENT RENTAL	163.19
	WHISTLE WORKWEAR	WORK UNIFORM	EQUIPMENT RENTAL	176.93
	WHISTLE WORKWEAR	WORK UNIFORM - BARNES	EQUIPMENT RENTAL	178.03
	WHISTLE WORKWEAR	WORK UNIFORM - WENTZ	EQUIPMENT RENTAL	200.00
166044	WHITE CAP CONSTRUCT	168 CASES OF BOTTLED WATER	MAINT OF GENL PLANT	917.12
166045	YUMMY CATCH	WELLNESS LUNCH	MEDICAL CLAIMS	104.78
166046	ZAR LLC	UTILITY REFUND	WATER/SEWER OPERATION	211.59
166047	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	37.71
	ZIPLY FIBER		COMMUNITY	37.71
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.61
	ZIPLY FIBER	Acct #3606588575	STORM DRAINAGE	76.00

WARRANT TOTAL:

1,611,774.75

CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 10/25/2023 TO 10/25/2023

KIM DAGGETT	165773	VOID	88.50
POWERPLAN-OIB	165853	VOID	120.44
PAUL WOODINGTON - MATCO TOOLS	165830	VOID	925.21
JEN AVELLANDEDA	142337	VOID	\$50.00
PARKER BROS ELECTRIC LLC	147855	VOID	\$50.00
JON PARKS DBA J & B TOOLS, LLC	149255	VOID	\$174.86
HEATHER RUSSELL	149306	VOID	\$11.30
WAKM2516 LLC	149329	VOID	\$65.00
ALEKSANDR GUSHCHIN	149433	VOID	\$136.36
RANDY LEADBETTER	149450	VOID	\$21.08
LAURIE LINDSAY	149455	VOID	\$26.08
JORGE QUIROGA	149497	VOID	\$45.34
WAKM2516 LLC	149540	VOID	\$65.00
RANDELL SMITH	149647	VOID	\$18.10
BRANDI & VICTORIA FARNUM	149705	VOID	\$290.71
PEDRO LOPEZ VELASQUEZ	149790	VOID	\$47.79
JASON MOORE	150168	VOID	\$50.00
JEFFREY GRAHAM	150332	VOID	\$10.00
NOEL GOULD	150511	VOID	\$80.00
CARLA LOPEZ	150531	VOID	\$20.00
AUSTIN ELECTRIC	150610	VOID	\$50.00
TOM & MINA KHUU	150662	VOID	\$79.68
JORDAN & ALEXANDRA MCGRATH	150671	VOID	\$20.60
1NDUN LLC	150812	VOID	\$24.53
BENJAMIN FRANK	150859	VOID	\$206.95
JAMES GROVES	150877	VOID	\$52.91
MATTHEW LOVELESS	150905	VOID	\$52.45
JORGE ESCOBEDO	151222	VOID	\$8.19
STANLEY & JEAN STRID	151328	VOID	\$180.20
VANDERVERT CONSTRUCTION	151340	VOID	\$982.50
GARY VENGAS	151341	VOID	\$49.77
WASHINGTON HOTEL & RESTAURANT	151344	VOID	\$513.45
KENNETH J MACY OBERHOLTZER & JILL WOOLERY	151405	VOID	\$34.25
MICHAEL A & MARCIA E MONCKTON	151426	VOID	\$103.70
JAMES & JADE PEACE	151723	VOID	\$75.41
JUDY HEDRICK	151820	VOID	\$25.00
CURTIS J HOWELL	151822	VOID	\$244.41
BEN BAKER & TAKAYAMA AZUSA	152317	VOID	\$250.00
DUANE KEEFE & BRENDA KEEFE	152473	VOID	\$288.49
LORI MILLER	152777	VOID	\$15.00
NANETTE PASAMBA & EMMA CALMA	152789	VOID	\$168.48
JEFFREY S PORTER	152794	VOID	\$208.42
EDWARD & JAYLEEN KAYE	152866	VOID	\$13.76
M. MCMURREN	153033	VOID	\$142.04
GURJOT SINGH & JAPREET PADDA	153052	VOID	\$135.92
CHRISTOPHER POINDEXTER & LAUREN MARSHALL	153217	VOID	\$188.48
RYAN & RACHELLE NEIS	153404	VOID	\$62.70
BARBARA S EASTBURY & ROSS G MCLOUGHLIN	153536	VOID	\$30.50
SHARON JURASIN	153724	VOID	\$39.02
KAREN SA RIBA	153761	VOID	\$15.00
ROGER & BETTY WILSON	153783	VOID	\$174.37
RAMON ANTONIO BARAJAS	153799	VOID	\$234.79
VILOUN LUANGRATH	153884	VOID	\$33.86
NOCHOLE REGAN	153929	VOID	\$20.00

WASHINGTON TRUST BANK	153961	VOID	\$65.00
TERRY & GEORGIA DERR	154005	VOID	\$6.58
BRYCE MULVANEY	154224	VOID	\$326.03
CHRIS & ALICIA NICKERSON	154230	VOID	\$38.63
JEFFREY W TRESHAM	154269	VOID	\$468.08
JOHN & DOLESHEL HIBBERD	154513	VOID	\$23.48
SAM BAKER & AUDREY GEISLER	154633	VOID	\$5.23
ELEANOR G HAZEN	154676	VOID	\$22.58
MARY BROWN	154780	VOID	\$25.00
CHAD MAYO	154977	VOID	\$20.60
SARAH L SONNENTAG & MICHAEL P THIBAUT	155131	VOID	\$201.53
KIM & MICHELLE HINKLEY	155217	VOID	\$2,323.27
PRANEE KONGTIANG	155230	VOID	\$12.28
BRIANNA & ANTHONY SIMPSON	155443	VOID	\$16.54
BRITTANY VOLKERS	155468	VOID	\$500.00
LAURIE & PATRICK VAN HORN	155621	VOID	\$378.71
JEFFREY GEVAERT	155719	VOID	\$17.23
ALEJANDRO GONZALEZ	155721	VOID	\$124.35
TYLER & DANIEL 13102 LLC	155824	VOID	\$31.42
STEPHEN & NAMIE ZAK	155839	VOID	\$421.92
JULIE KNUTSEN	155898	VOID	\$22.00
LUCAS MORLEY	155910	VOID	\$21.92
LIZ STEVENS	155937	VOID	\$5.55
GEORGE CERVANTES	156086	VOID	\$249.53
THOMAS LAMOUREUX	156250	VOID	\$89.54

**REASON FOR VOIDS:**

INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

**WARRANT TOTAL: \$1,599,337.15**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Commander James Tolbert, Police

**ITEM TYPE:** Agreement

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

**SUBJECT:** Interlocal Agreement (ILA) with Score Jail for contracted jail services for the 2024 calendar year.

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the 2024 Score Jail ILA.

**SUMMARY:** 2024 Score Jail contract to replace the 2023 contract for jail services.

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**ATTACHMENTS:**  
[SCORE ILA for Inmate Housing.pdf](#)

## INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the CITY OF Marysville Washington a municipal corporation organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

### RECITALS

WHEREAS, SCORE was formed by its Owner Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the city of Des Moines (the "SCORE Facility") to serve the Owner Cities, federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

### SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Commencement Date means [January 1, 2024].

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Owner City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

Termination Date means December 31, 2024.

## **SECTION 2. TERM.**

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

## **SECTION 3. INMATE HOUSING AND SERVICES.**

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

## **SECTION 4. COMPENSATION.**

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.



Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

#### **SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.**

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows: SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Owner City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family Owner or friend with confirmed transportation, or be released via private taxi.

**SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.**

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
  
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
  
- C. Work Programs. SCORE may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.
  
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
  
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

**SECTION 7. HEALTH CARE.**

SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association (ACA) or National Commission on Correctional Health Care (NCCHC).

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may, or at the request of the Contract Agency shall, provide hospital security services for an additional charge as provided in Exhibit A.

#### **SECTION 8. DETAINERS.**

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

#### **SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.**

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

#### **SECTION 10. ESCAPE; DEATH.**

If a Contract Agency Inmate escapes SCORE's custody, SCORE shall notify the Contract Agency as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Owner City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

#### **SECTION 11. REPORTING AND INSPECTION.**

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

#### **SECTION 12. TECHNOLOGY.**

SCORE and the Contract Agency may each permit the other continuous access to its computer database regarding all Contract Agency Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the Contract Agency and appropriate computer(s) of SCORE.

**SECTION 13. BILLING AND PAYMENT.**

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

**SECTION 14. BILLING DISPUTE RESOLUTION.**

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing or other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

**SECTION 15. INDEPENDENT CONTRACTOR.**

In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

**SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury,

or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

#### **SECTION 17. INSURANCE.**

SCORE and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

#### **SECTION 18. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

#### **SECTION 19. RECORDS.**

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

#### **SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.**

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

## **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

## **SECTION 22. EQUAL OPPORTUNITY.**

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

## **SECTION 23. MISCELLANEOUS.**

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.

- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

**SECTION 24. EXECUTION.**

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title/Name Executive Director Devon Schrum

Title/Name: \_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention: Devon Schrum

Email: dschrum@scorejail.org  
Telephone: 206-257-6262



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**Exhibit A**

**FEEES AND CHARGES AND SERVICES**

<u>Booking Fee:</u> <sup>1</sup>	\$65.00	
<u>Daily Housing Rates:</u>		
General Population – Guaranteed Beds	\$142.58	No. of Beds: <u>2</u>
General Population – Non-Guaranteed Beds	\$204.97	
<u>Daily Rate Surcharges:</u> <sup>2</sup>		
Mental Health – Residential Beds	\$163.77	
Medical - Acute Beds	\$223.51	
Mental Health – Acute Beds	\$286.34	
<u>Health Care Services:</u> <sup>3</sup>		
In-Facility Care	Included	
Outside Medical Services	Contract Agency billed	
Emergency Care	Contract Agency billed	
Pharmaceuticals	Medications billed to Contract Agency	
<u>Transportation Fees:</u>		
SCORE Officer Transport	\$85.00/per hour	
<u>Security Services:</u>		
Hospital Security	\$85.00/per hour	
<u>Video Court:</u>		
In-Custody Arraignment	Included	
<u>Other Terms &amp; Conditions:</u>		
<u>Fees, charges, and services will be annually adjusted each January 1st.</u>		

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<sup>1</sup> The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

<sup>3</sup> Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

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**Exhibit B**

**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to Contract Agency Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
  - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the Contract Agency Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the Contract Agency Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the Contract Agency, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini- Chain.

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**Exhibit C**

**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. **Compliance**  
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
  - a) The Prison Rape Elimination Act of 2003 (PREA)
  - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
  - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
  
2. **Monitoring**  
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
  - a) Site visits,
  - b) Access to facility data, and
  - c) Review of applicable documentation.
  
3. **Contract Agency may terminate this Agreement**
  - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
  - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
  
4. **The Contract Agency will terminate this Agreement**
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified timeframes; or
  - c) Should SCORE be found to be in egregious violation of PREA.

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## Exhibit D

### MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case-by-case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

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**Exhibit E**

**PROPERTY**

1. SCORE will *not accept or transport* the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products.
  - c) Food products in packaging that have been opened.
  - d) Any type of weapon (includes pocket knives).
  - e) Liquids.
  - f) Helmets or any kind.
  - g) Large items that will not fit into a common paper grocery bag.
  - h) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the Contract Agency according to these criteria.

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**Exhibit F**

**CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

The Contract Agency shall supply SCORE with the following Classification related information, if known to or in possession of the Contract Agency:

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
  - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
  - b) Is identified as a threat to law enforcement
  - c) Is an escape risk

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**Exhibit G**

**BORROWING**

One contracting agency may “borrow” another Contract Agency’s Inmate as follows:

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Assistant Police Chief Jim Lawless, Police

**ITEM TYPE:** Agreement

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

**SUBJECT:** Interlocal Agreement Between City of Marysville and Everett Animal Shelter Regarding Animal Shelter Services

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement with Everett Animal Shelter

**SUMMARY:** The City currently contracts with the Everett Animal Shelter for various animal shelter services wherein animals are picked up by the police department or dropped off by residents. This agreement is an extension of the current, long-standing agreement which automatically renews for one-year terms, with minor procedural changes and financial adjustments.

A copy of the new agreement is attached and has been approved as to form by the City Attorney.

---

**ATTACHMENTS:**  
[Everett Animal Shelter Interlocal 2023.pdf](#)





**INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER SERVICES**

This Interlocal Agreement Regarding Animal Shelter Services (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**Everett**”), and the entity identified as Participating Jurisdiction in the Basic Provisions below (“**Participating Jurisdiction**”). This Agreement is pursuant to RCW 39.34.010 and 39.34.080, which authorize the parties to contract for the performance of government services such as Animal Shelter services. This Agreement includes the Basic Provisions, the General Provisions, the attached illustrative service list (Exhibit A), and the fee schedule (Exhibit B).

BASIC PROVISIONS	
<b>Participating Jurisdiction</b>	Enter Participating Jurisdiction name
<b>Participating Jurisdiction Notice Address</b>	Enter Participating Jurisdiction name
	Enter Participating Jurisdiction street address
	Enter Participating Jurisdiction city, state, zip
	Enter Participating Jurisdiction email address
<b>Everett Notice Address</b>	Enter PM name
	City of Everett -- Enter PM ‘s department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
<b>Term of Agreement</b>	From Select date to Select date

## GENERAL PROVISIONS

### I. Scope of Services.

A. Everett shall provide the services described herein for Animals found or living in the Participating Jurisdiction that are delivered to Everett's Animal Shelter. In consideration of Everett providing such services, Participating Jurisdiction agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement:

1. **"Animal"** refers to any member of the classes reptile, amphibian, bird or non-human mammal.

2. **"Small Animal"** refers to domestic Animals that are rabbits, small mammals, small birds/fowl, small reptiles, amphibians, and fish. Small Animal does not refer to dogs or cats.

C. Animal Shelter services provided by Everett shall include:

1. Receiving, sheltering, and holding stray, impounded, and owner-surrendered Animals at facilities operated by Everett, provided that Everett determines that capacity is available at the time of delivery. Sheltering will include daily care, feeding and routine veterinary services. Exhibit A is a current list of services provided by the Everett Animal Shelter. Exhibit A is provided solely for illustrative purposes. Everett Animal Shelter services (including without limitation those described in Exhibit A) may, in the sole discretion of Everett, change from time to time without prior notice to Participating Jurisdiction.

2. Making a reasonable effort at the time of intake to verify each stray Animal's ownership status when delivered by finder to Everett, including scanning for microchips, checking for identification, and requesting information pertaining to how the Animal was found. Participating Jurisdiction is responsible for pursuing any payment directly from any individual later discovered to have provided incorrect or incomplete or false information about an Animal's ownership.

3. Providing owner notification and releasing Animals to their owners. When any identified Animal is impounded, Everett will attempt to give notice to the owner by telephone. The notice shall inform the owner of the impounding of such Animal, the reason for impounding and the time period during which the Animal can be claimed prior to disposition. It shall, however, be the entire responsibility of the owner to ascertain that the Animal has been impounded and to take such measures as the owner deems fit for redeeming the Animal. Everett shall not be responsible for failing to notify an Animal owner.

4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with the provisions of Participating Jurisdiction's laws and regulations, the provisions of Everett Municipal Code, the

provisions of applicable Everett regulations, and the provisions of this Agreement. In the event of a conflict between any such provisions, the parties will engage in discussions and mutually agree which controls. Everett reserves the right to use reasonable and humane alternatives to euthanasia.

5. Disposing of dead Animals delivered to the Everett Animal Shelter by Participating Jurisdiction's animal control officer or designee. (Participating Jurisdiction will pay for Dead-on-Arrival (DOA) Animals in accordance with Exhibit B attached.)

D. Everett reserves the right to refuse acceptance of any Animal, where, in the opinion of the Animal Services Manager or designee, the Shelter does not have facilities, capacity, or expertise appropriate or available to accommodate the needs of the Animal.

E. Prior to a Participating Jurisdiction's animal control officer or designee delivering an Animal to the Everett Animal Shelter, any reasonably apparent, urgent, or necessary veterinary care shall have been already provided by Participating Jurisdiction. In the event an Animal in need of such veterinary care is delivered to the Everett Animal Shelter by an officer or designee without prior notification and authorization by Everett, and veterinary care was not provided, Participating Jurisdiction agrees to pay and will be billed for (1) the cost of such care and any direct cost incurred by Everett to provide such care, with total up to \$250, and (2) a \$200 additional fee. However, if Everett provides advance authorization to deliver the Animal to the Everett Animal Shelter, the additional \$200 fee will not apply.

F. Everett agrees to provide Animal Shelter Services for stray and impounded Animals delivered to the Everett Animal Shelter for the following periods:

1. Seventy-two (72) hours from the hour of delivery for unlicensed stray Animals and currently licensed stray Animals that do not display a license tag or traceable, registered microchip with current owner contact information.

2. One hundred forty-four hours (144) from the hour of delivery for (a) currently licensed stray Animals displaying a license tag and/or traceable, registered microchip with current owner contact information and (b) impounded Animals with a known owner at the time the Animal is delivered to the Everett Animal Shelter by a Participating Jurisdiction's animal control officer or designee.

3. At the written request of Participating Jurisdiction, for a period longer than that set forth in I.F.1 or I.F.2. In such cases, Participating Jurisdiction agrees to pay Everett the daily boarding fee, starting with the 11th day from the date of delivery.

G. Unless otherwise specified by Participating Jurisdiction, Everett will release an impounded stray Animal to any person who claims to be and has evidence of the ownership of such Animal.

H. Everett has no obligation to release an Animal to its owner until fees associated with the Animal have been paid. Regardless of the foregoing sentence, Everett, may, in its sole

discretion, release an Animal to its owner upon accepting less than the full amount of fees owed, if it is in the best interest of the Animal and the operations of the Everett Animal Shelter. All fees collected by Everett will be retained by Everett.

I. Participating Jurisdiction agrees to furnish Everett copies of all provisions of Participating Jurisdiction's Municipal Code and regulations affecting Everett's performance under this Agreement and shall notify Everett at least thirty (30) days prior to the effective date of any amendment or revision of the code or regulations.

J. Everett shall have the authority to immediately sell or dispose of owner-surrendered Animals, and stray and impounded Animals after the period(s) provided in section I.F if not claimed as provided in sections I.G and I.H. The proceeds of such sale shall belong to Everett. Any such sale or disposition by Everett shall be in accordance with all applicable state statutes and state administrative codes.

K. Everett shall not sell or donate any Animal for the purpose of scientific research or testing.

## **II. Term of Agreement.**

The initial term of this Agreement is as provided in the Basic Provisions. This Agreement will continue for the initial term and will be automatically renewed for additional one-year terms, subject to the right of either party to terminate this Agreement on sixty (60) days' notice in accordance with Section IV below.

## **III. Fees.**

A. Participating Jurisdiction agrees to pay Everett, within thirty (30) days of receipt of an invoice or statement from Everett, all fees incurred pursuant to this Agreement in accordance with Exhibit B. Administrative fees are based on the Animal Shelter's per-Animal maintenance and operation costs and may be adjusted in accordance with section III.B below. Participating Jurisdiction shall pay the administrative fee for any Animal born at the Everett Animal Shelter to an Animal delivered to Everett from Participating Jurisdiction during the holding periods set forth in section I.F.1-3.

B. Everett may adjust the fees imposed pursuant to this Agreement in Exhibit B on an annual basis to be effective on January 1 of each calendar year. If Everett intends to adjust Exhibit B, it will give Participating Jurisdiction at least ninety (90) days written notice of its intent to do so.

C. Everett, in its sole discretion, may establish and charge fees for additional and/or optional services.

D. Everett shall deliver a monthly invoice detailing the total number of Animals delivered and their disposition. Each invoice shall also be accompanied by a list that covers the same period as the invoice, showing the name, address, phone number and driver's license number of the person delivering the Animal that corresponds to each Animal on the invoice, the address where the Animal was found, if stray or impounded, and the name, address, phone

number and driver's license number of any person reclaiming an Animal during the invoice period. The invoice shall include a detailed list of any Animal that incurred other fees or charges during the invoice period, including any Animal held pursuant to section I.F.3., the number of billable nights held, and the name of the Participating Jurisdiction's Animal Control Officer or other representative requesting the hold or other activity.

E. Everett must maintain adequate records to support billings for a period of six (6) years after the date of billing. Participating Jurisdiction or any of its duly authorized representatives shall have access to any books, documents, papers and records of Everett which are directly related to this Agreement for the purposes of audit examinations.

#### **IV. Termination.**

Either party may terminate this Agreement, for any reason, by sixty (60) days' written notice to the other party.

#### **V. Indemnification.**

A. Each party agrees to defend, indemnify and hold harmless the other party from any and all claims arising out of, in connection with, or incident to its conduct relating to this Agreement. A party shall not indemnify the other party for the other party's sole negligence. If a claim is caused by or results from the conduct of both parties, each party shall be responsible to the extent of its fault.

B. As used in this paragraph, "claims" include, but are not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. "Party" includes Everett, Participating Jurisdiction and their employees, volunteers, officers, representatives, and elected officials.

#### **VI. Miscellaneous.**

A. Notices. Notices to the parties shall be sent to the notice addresses in the Basic Provisions.

B. Construction. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

D. Severability. In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in a manner consistent with the intent of the parties.

E. Headings for Convenience. The section and subsection headings used herein are for convenience only and shall not be used to interpret the Agreement.

F. Assignment Barred. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party

G. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

H. Governing Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit regarding this Agreement must be brought in the Superior Court of Snohomish County, Washington.

I. Relationship of Parties. Everett and Participating Jurisdiction shall not be construed as joint ventures or general partners, and neither shall have the power to bind or obligate the other party.

J. No Third-Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

K. Interlocal Cooperation Act. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

L. Signatures/Counterparts. This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

IN WITNESS WHEREOF, Everett and Participating Jurisdiction have executed this Agreement, which includes the Basic Provisions, the General Provisions, the attached Exhibit A (Illustrative Service List), and the attached Exhibit B (Fee Schedule).

**CITY OF EVERETT  
WASHINGTON**

Enter Participating Jurisdiction name – must match name in Basic Provisions

\_\_\_\_\_  
Cassie Franklin, Mayor

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

Name of Signer: Enter signer's name

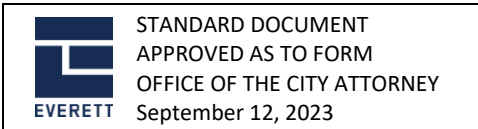
Signer's Email Address: Enter email address

\_\_\_\_\_  
Date

Title of Signer: Enter title

ATTEST

\_\_\_\_\_  
Office of the City Clerk



**EXHIBIT A**  
**ILLUSTRATIVE SERVICES LIST**

**Programs and services provided to the public:**

- Everett Animal Shelter is open for shelter services, 7-days per week, excluding holidays, by appointment from 11 a.m. – 5 p.m., at 333 Smith Island Road, Everett, WA 98201.
- Animal-related resource for Everett and contracted jurisdictions, including:
  - Lost/found inquiries, found pet reporting, lost pet website checks for found animals at the shelter
  - Information and referrals regarding pet rehoming, behavior issues, end-of-life services, and responsible pet ownership
  - Referrals for animal control, community cats, and wildlife concerns
  - Emergency pet food pantry and supplies for low-income pet owners
- Stray, impounded, and owner-surrendered animal receiving for Everett and Participating Jurisdictions.
  - Except for emergencies, intakes are by appointment
  - Animals scanned for microchips, vaccinated, de-wormed, and treated for fleas on intake (May be delayed for fractious animals.)
  - Veterinary care is provided in-house by staff veterinarians and technicians
  - No time limit for holding adoptable animals, no euthanasia of healthy, behaviorally sound, or non-aggressive animals
- Release animals to owners
- Adoption program, including spay/neuter, vaccinations, microchip
- Barn cat program for feral/unsocialized cats
- Adoption transfer partnerships with local shelters and rescue organizations
- Owner-requested euthanasia for animals with incurable or untreatable medical or behavioral condition
- Disposal and cremation of deceased animals (private cremation available)
- Public microchipping services, spay/neuter, and veterinary care on a limited basis for low-income pet owners within Participating Jurisdiction’s service area
- Volunteer and foster opportunities, approximately 200 active volunteers assist with animal care, socialization and exercise, customer service, veterinary clinic support, fostering animals, laundry, dishes, events/outreach, clerical and special projects, and Shelter Advisory Board participation
- Community donations, bequests and grants to Everett’s ‘Fund for the Animals’ pay for medical and surgery supplies and other veterinary costs

**Services limited to the City of Everett (and not provided to Participating Jurisdiction):**

- Animal control investigations and enforcement of Everett Municipal Code
- Pet licensing



**Services provided to Participating Jurisdictions:**

- Shelter animals at facility operated by Everett, including holding for dangerous dog, bite quarantine and cruelty investigations
- Research animal identification/microchips, provide owner notification
- Return animals to owners (Owners reclaiming animals pay fees set by the City of Everett.)
- Deceased animal disposal, animal remains holding upon request
- 24/7 key card access to the facility to deliver animals
- Orientation and training for Participating Jurisdictions animal control officers or designees to Everett Animal Shelter's admissions policies, procedures, and operations as appropriate. Hands-on animal experience and training with shelter animals may be provided upon request.

**Optional services that may be provided to Participating Jurisdiction if requested by Participating Jurisdiction and Everett agrees:**

- Animal forensic exams & testimony upon request (as veterinary staffing resources permit)
- Microchipping of animals at time of owner reclaim

**EXHIBIT B  
FEE SCHEDULE**

Fees are payable to Everett by Participating Jurisdiction as follows:

<b>Fees Charged Pursuant to the Interlocal Agreement:</b>		
<b>Fee</b>	<b>Amount</b>	<b>Description</b>
Administrative Fee for Animals other than Small Animals	\$215	Fee for each Animal (for example: stray or impounded dog, cat, pot-bellied pig, goat, sheep, large exotic bird, e.g. ratite, large reptile) other than a Small Animal, delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Small Animals	\$50	Fee for each Small Animal (for example: stray or impounded domestic rabbit, small domestic mammal, bird/fowl, reptile, amphibian, fish) delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Owner-Surrendered Animals	\$50	Fee for each Animal (including each Small Animal) delivered to the Everett Animal Shelter by its owner
Boarding (per day)	\$25	Payable for each night an Animal is held by Everett at the Participating Jurisdiction's request, per I.F.3
Additional Fee for Failure to Provide Veterinary Care	\$200	Per section I.E., payable if Participating Jurisdiction delivers an Animal in need of urgent veterinary care to the Everett Animal Shelter without prior authorization from Everett.
Urgent and Necessary Veterinary Costs	Varies, up to \$250	Payable to Everett for direct costs incurred for urgent and necessary veterinary care at intake, per I.E., up to a total \$250 per Animal if payable by Participating Jurisdiction, or, actual cost of invoiced care if paid by the Animal's owner.
DOA Disposal Fee	\$45  \$2/lb for livestock/deer	For non-private cremation and disposal of deceased animals. No sheep.
Animal Remains Storage	\$50/month or portion of month	For holding Animal remains in walk-in cooler or chest freezer, at the written request of Participating Jurisdiction.

<b>Fees For Optional Services:</b>		
Forensic Veterinary Services	\$120/hour for veterinarian's time	When requested by Participating Jurisdiction and agreed upon by Everett if resources allow, may include exam/necropsy, report, and consultation.
Lab work	\$60 per item, or actual cost, if higher	When requested by Participating Jurisdiction and agreed upon by Everett as part of forensic veterinary services. Incurred vendor fees higher than \$60 are payable to Everett at cost.
Radiographs	\$75 for first view, \$50 each add'l view, \$25 for sedation if needed.	When requested by Participating Jurisdiction as part of forensic veterinary services.
Animal Shelter Staff Overtime	Actual cost	When assistance is requested by Participating Jurisdiction and agreed upon by Everett as resources allow, for work outside regularly scheduled work hours. This is not common and generally reserved for large-scale animal impounds.
Private Cremation	\$225	When requested by Participating Jurisdiction.
Microchip	\$25	Fee for microchip implantation, at the request of Participating Jurisdiction. May be payable by owner if reclaimed.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Athletic Supervisor Jennifer Friess, Parks, Recreation & Culture

**ITEM TYPE:** Agreement

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

**SUBJECT:** Supplemental Agreement No. 2 to the Little League-Cedar Field Lease Agreement.

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 with Little League.

**SUMMARY:** This Supplemental Agreement extends the Lease Agreement between the City of Marysville and Marysville Little League through December 31, 2024 for Cedar Field.

**ATTACHMENTS:**  
[Supplemental\\_Agreement\\_No.\\_2-\\_Little\\_League-\\_Cedar\\_Field.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 2 TO  
LEASE AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MARYSVILLE LITTLE LEAGUE**

**THIS SUPPLEMENTAL AGREEMENT NO. 2** (“Supplemental Agreement No. 2”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and the Marysville Little League (“Lessee”).

WHEREAS, the parties hereto have previously entered into a lease agreement, whereby the City leased to Lessee the property located at 1010 Cedar Street, Marysville WA 98270 (APN 00585600200100) (the “Lease Agreement”), said Lease Agreement made effective May 18, 2020; and

WHEREAS, the Lease Agreement is set to expire at the end of 2023; and

WHEREAS, the Lease Agreement contemplates extending the term of the Lease Agreement by additional year-long periods, upon agreement of the City and Lessee; and

WHEREAS, the parties desire to extend the term of the Lease Agreement by one year.

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

1. The term of the Lease Agreement is extended by one year, and shall now terminate on December 31, 2024, at 11:59 p.m..

2. Each and every provision of the Lease Agreement shall remain in full force and effect, except as modified herein.

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

CITY OF MARYSVILLE

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

DATED this 24 day of Oct., 2023.

MARYSVILLE LITTLE LEAGUE

By \_\_\_\_\_  
[Name] Jason Quindt

Its: [Title]

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**SUPPLEMENTAL AGREEMENT NO. 1 TO  
LEASE AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MARYSVILLE LITTLE LEAGUE**

**THIS SUPPLEMENTAL AGREEMENT NO. 1** (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and the Marysville Little League (“Lessee”).

WHEREAS, the parties hereto have previously entered into a lease agreement, whereby the City leased to Lessee the property located at 1010 Cedar Street, Marysville WA 98270 (APN 00585600200100) (the “Lease Agreement”), said Lease Agreement made effective May 18, 2020; and

WHEREAS, the Lease Agreement is set to expire at the end of 2022; and

WHEREAS, the Lease Agreement contemplates extending the term of the Lease Agreement by additional year-long periods, upon agreement of the City and Lessee; and

WHEREAS, the parties desire to extend the term of the Lease Agreement by one year.

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

1. The term of the Lease Agreement is extended by one year, and shall now terminate on December 31, 2023, at 11:59 p.m..
2. Each and every provision of the Lease Agreement shall remain in full force and effect, except as modified herein.

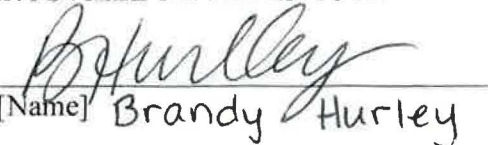
DATED this 30<sup>th</sup> day of November, 20 22.

CITY OF MARYSVILLE

By   
Jon Nehring, Mayor

DATED this 4 day of November, 20 22.

MARYSVILLE LITTLE LEAGUE

By   
[Name] Brandy Hurley

Its: [Title]

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Genevieve Geddys Deputy City Clerk

Approved as to form:

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



## LEASE

THIS LEASE is made and entered into as of the last signature date set forth below, by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter "City," and MARYSVILLE LITTLE LEAGUE, hereinafter "Lessee."

1. **DESCRIPTION OF PREMISES.** City hereby leases to Lessee and Lessee leases from City on the terms, covenants and conditions set forth herein, the following- described premises:

The office space, concession stand/space, and restrooms on the following parcel (lease does not include the building housing the Boys and Girls Club):

Commencing at a point 100 feet east of where the North side of 10th Street intersects the East side of Beach Street in the Edward Steele's Suburban Addition to Marysville; thence South 300 feet; thence West along the North side of 10th Street 267 feet to the point of beginning, situate in the city of Marysville, County of Snohomish, State of Washington .

Situated in the County of Snohomish State of Washington.

Snohomish County Tax Parcel 00585600200100

Commonly known as 1010 CEDAR Street, Marysville, WA.98270

TOGETHER WITH non-exclusive use of all paved parking areas located upon the above-described property. Throughout this agreement referred to as the "Leased Premises." City reserves the right to use the outbuildings situated on the Leased Premises during the off-season. City shall have access to the yard at all times.

### 2. **TERM.**

- (a) **Initial Term.** The initial term of this Lease shall be for THIRTY-FOUR (34) months, commencing on March 1, 2020, and ending December 31, 2022, at 11:59 p.m..
- (b) **Renewal.** By mutual agreement of the parties, this Lease may be renewed for two additional twelve-month terms.

### 3. **RENT.**

- (a) **Rental Amount.** Rent will be paid on an annual basis, and will be calculated at \$150 dollars per month, plus State leasehold excise tax of 12.84% (subject to adjustment per Section 3(c). This calculates to an initial annual payment of \$2,031.12.

ORIGINAL

- (b) Payments. The first annual rental payment will be due within ten days of the effective date of this Lease. Subsequent annual payments shall be due on March 1<sup>st</sup> of each year of the lease term and shall be paid at:

CITY OF MARYSVILLE  
Parks, Culture & Recreation  
6915 Armar Road  
Marysville, WA 98270

or at such other place as may be designated by City.

- (c) Leasehold Excise Tax. As additional rent Lessee shall pay to City with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax (\$19.26). This additional rent rate shall be modified to be consistent with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover, which modification shall be effective on the date the tax rate changes. City shall give written notice to Lessee of any change in the leasehold excise tax rate.
- (d) Late Charge. In the event Lessee should fail to pay any installment of rent or any sum due hereunder within ten (10) days after the date it is due, Lessee shall pay City a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.
- (e) The City's Chief Administrative Officer may amend this section 3, "Rent" to relieve Lessee of its obligation to pay some or all rent for periods when Lessee is unable to utilize the Leased Premises due to the COVID-19 emergency.

#### 4. **USE OF PREMISES.**

- (a) The Leased Premises will be used baseball and related activities by the Marysville Little League (Lessee), and for no other purpose or purposes, without City's prior written consent. Lessee agrees not to operate any retail or service-oriented business on the Leased Premises with the exception of game day concessions.
- (a) Lessee shall comply with all laws, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting the Leased Premises and their cleanliness, safety, occupation and use. Lessee will not use or permit the use of the premises in any such manner as will tend to create a nuisance, or unnecessarily or unreasonably disturb other lessees or occupants of the Leased Premises. Lessee shall not serve or permit alcohol to be consumed in the Leased Premises.
- (b) Lessee shall not use any machinery or equipment in the Leased Premises that might be injurious to the building. Lessee will not perform any act or carry on any practices that may damage the Leased Premises or be a nuisance to or menace or injure the public,

other Lessees, or City's employees, contractors or agents. Lessee shall not commit or suffer any waste upon the Leased Premises.

- (c) Upon termination of the Lease, Lessee shall quit and surrender the Leased Premises in as good a state and condition as they were at the commencement of the Lease, reasonable wear and tear or other actions not caused by Lessee, its employees, agents, customers or invitees, excepted. Lessee shall return all keys to City.

5. **UTILITIES.** City shall pay the expense of water and sewer service to the Leased Premises. Lessee shall exercise prudent conservation practices and keep plumbing fixtures well maintained to assure no waste of water and sewer facilities. City will pay for garbage and electricity and bill Lessee for these costs. Lessee shall reimburse Lessor for the costs of these services for the Leased Premises upon receiving a bill from City.

City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or shall release Lessee from any of Lessee's obligations under this Lease.

#### 6. **ACCEPTANCE OF PREMISES/LESSEE AND CITY RESPONSIBILITIES**

Lessee acknowledges that Lessee has examined the Leased Premises and accepts the same in their condition on the date of Lessee's execution of this Lease.

- (a) The Lessee shall perform all interior maintenance of the premises. City shall provide all exterior maintenance to structures and repairs to the physical plant, roof systems, lights, netting, fencing, bleachers, dugouts, alley and restrooms of the premises. City shall provide year round facility maintenance on the field and surrounding structures weekly.
- (b) Lessee will be required to supply the season schedule and execute a **FIELD USE AGREEMENT** no later than March 1st of each season. Lessee shall pay all associated game fees according to the Field Use Agreement with City. Lessee shall provide all game preparation for scheduled games. Lessee shall be responsible for all equipment and maintenance of the concession facility housed within the office building.
- (c) City and City's agents and employees shall have the right to access to the premises for the purposes of:
  - (1) Inspection;
  - (2) Maintenance, yard work, repairs, alterations or improvements;
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- (4) Whenever practical, City shall give Lessee advance notice of City's intent to enter the property. City shall not alter the Leased Premises in any way to make the space unusable by Lessee.

**7. ALTERATIONS, LIENS, CONDITION OF PREMISES UPON TERMINATION OF LEASE.** Except as specifically permitted above:

- (b) No alterations shall be made to the Leased Premises without prior written consent of City. Any alterations to the Leased Premises excepting movable furniture and trade fixtures shall, at City's option, become part of the realty and belong to City.
- (c) Should Lessee desire to alter the Leased Premises and if City consents to such alterations, then at City's option, such improvements shall be performed by City's employees, or Lessee shall contract with a licensed, bonded and insured contractor approved by City for the construction of such alterations.
- (d) All work approved by City shall be done at such times and in such manner as City may from time to time designate. Lessee shall give City written notice five (5) days prior to employing any laborer or contractor to perform work resulting in an alteration of the Leased Premises so that City may post a notice of non-responsibility.
- (e) In the event the Leased Premises shall at any time during the term of this Lease become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Leased Premises contracted for or agreed to by Lessee, Lessee may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to City.
- (f) Trade fixtures installed by Lessee may be removed by Lessee at the termination of the Lease, provided that the premises are returned to as good condition as they were prior to the installation of the same. Structural alterations of the premises shall also be removed, at the option of City, at the termination of the Lease, and Lessee shall bear the full cost thereof and shall repair any damage to the Leased Premises caused thereby. Lessee's obligations to observe or perform this covenant shall survive the expiration or the termination of the term of this Lease.

**8. INSURANCE/LIABILITY.**

**A. Insurance Term**

The Lessee shall procure and maintain for the duration of the term of this Lease, any renewal term, and/or any holdover period, insurance against claims for injuries to persons or damage to

property which may arise from or in connection with the use of the facilities and the activities of the Lessee and his or her guests, representatives, volunteers and employees.

**B. No Limitation**

Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee 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**

Lessee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, and contractual liability. The City shall be named as an additional insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage 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 Lessee's insurance and shall not contribute with it. City Full Availability of Lessee Limits.

If the Lessee 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 Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Lessee.

**E. Certificate of Insurance and Acceptability of Insurers**

The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance will be placed with insurers with a current A.M. Best rating of not less than A: VII.

9. **RISK OF LOSS.** All personal property of Lessee kept or maintained at the Leased Premises shall be at the risk of Lessee. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold City liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.

10. **INDEMNIFICATION.**

Lessee 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 use of the Premises or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

11. **HAZARDOUS SUBSTANCES.** As used in this Lease, the term "Hazardous Substance" means any substance or material, the storage, use or disposal of which is or becomes regulated under any law now or hereafter in effect, including, but not limited to any flammable explosives, radioactive materials, asbestos, petroleum and related byproducts and hydrocarbons, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, pollutants, contaminants, hazardous wastes, toxic substances or related materials.

Without City's prior written consent, Lessee shall not receive, store or otherwise allow any Hazardous Substance on the Leased Premises. In the event of any release or presence of any Hazardous Substance on or about the Leased Premises occurring on or after the commencement date of this Lease, Lessee agrees to immediately, fully and completely remove all of such Hazardous Substance from the Leased Premises and to dispose of such in accordance with applicable law, even if the quantity or concentration of such Hazardous Substance would not require remediation under the provision of law. Lessee further agrees to defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents and contractors from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any release or presence of any Hazardous Substance on or about the Leased Premises; the provisions of this sentence shall survive and be enforceable after the termination or expiration of the Lease and the surrender of the Leased Premises by Lessee. If Lessee becomes aware of the release or presence on the Leased Premises of any Hazardous Substance, Lessee shall immediately notify City in writing of such release or presence, and Lessee shall promptly provide City with copies of any reports, studies, recommendations or requirements received by Lessee from any third person, including a governmental agency.

12. **SIGNS AND LANDSCAPING.** Lessee shall be permitted to erect a business sign and directional signage; provided City shall have the right to control and approve the location, size, quality and appearance of the same. Lessee shall make no alterations or additions to the landscaping of the Leased Premises and shall place no exterior signs on the Leased Premises without the prior written consent of City. Lessee shall be required to maintain Lessee's signs in good, safe, attractive condition. Any signs not in conformity with this Lease may be removed and destroyed by City. All sponsor or advertising signage is to be removed and stored at the conclusion of each season.

13. **TAXES.**

- (a) City shall be responsible for all real property taxes and assessments levied or assessed against the Leased Premises by any governmental entity, including any special assessments imposed on or against the Leased Premises for the construction or improvement of public works in , on or about the Leased Premises; provided, however, that the Lessee shall conduct no activity on the Leased Premises nor place any articles on the Leased Premises that will increase the real property taxes levied or assessed against the Leased Premises.
- (b) Lessee shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Lessee's fixtures, furniture, appliances and personal property installed on or located in the Leased Premises.
- (c) Lessee agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 3(c) above, such taxes shall be due and payable at the time the same are levied or assessed.

14. **CASUALTY; REBUILDING; CONDEMNATION.** In the event the building at the Leased Premises shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Leased Premises) to such an extent that the City shall decide to discontinue the operation of the building, which decision shall be communicated to the Lessee within sixty (60) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Leased Premises by fire or other causes, other than under the circumstances described in the preceding sentence, City shall repair the Leased Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Leased Premises are repaired and put in a good and usable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Leased Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Leased Premises are not usable as contemplated in this agreement for over ninety (90) days due to the damage, Lessee shall have the right to terminate this Lease.

If any part of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Lessee shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces usefulness of the Leased Premises for the purposes for which it is leased, then Lessee shall have the option of terminating this Lease.

15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not sublease, sublet or assign the Leased Premises, or any portion thereof, except by the written permission and consent of City, in City's sole discretion. This Lease shall not be assignable by operation of law.

16. **INSOLVENCY OF LESSEE.** (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitutes a breach of this Lease by Lessee, and City may at its election without notice, terminate this Lease, and in that event be entitled to immediate possession of the Leased Premises and damages as provided below.

17. **LESSEE DEFAULT.**

- (a) If Lessee shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Lessee from complying with the terms of this Lease), then City may cancel this Lease upon giving the notice required by law, and re-enter said premises. Notwithstanding such re-entry by City, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of the Lease, and Lessee covenants and agrees to make good to City any deficiency arising from re-entry and re-letting of the Leased Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by City. In computing such deficiency, Lessee shall be charged with the monthly rental that would have been owed by Lessee had Lessee continued to lease the Leased Premises.
- (b) NSF Check Charge. Lessee agrees to pay a \$40.00 fee for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.
- (c) If City must commence an unlawful detainer action to seek restitution of the rental premises as a result of Lessee's default in the payment of rent, City shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- (d) In the event of any entry in, or taking possession of, the Leased Premises, City shall have the right, but not the obligation, to remove from the Leased Premises all personal property located thereon, and may place the same in storage at a public warehouse, at the expense and risk of the owners.



- (e) If at any time City waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.
- (f) In the event Lessee is in default on any provision of this Lease and City seeks the services of an attorney to enforce such provision in default, City shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

18. **CITY DEFAULT.** In the event City shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed within 30 days after Lessee's written notice to City (or if more than 30 days shall be required because of the nature of the breach, if City shall fail to proceed diligently to cure such breach after notice), then, in that event, City shall be in default under the provisions of this Lease, and Lessee will have the option to terminate this Lease.

19. **NOTICES.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

LESSEE:

MARYSVILLE LITTLE LEAGUE

PO Box 848

Marysville WA 98270

Telephone: 206-459-6397

CITY:

CITY OF MARYSVILLE

Parks, Culture & Recreation

6915 Armar Road

Marysville, WA 98270

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

20. **NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by City of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease

shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

21. **SUCCESSORS AND ASSIGNS.** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto. The words "City" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

22. **TIME.** Time is of the essence of this Lease.

23. **ENTIRE AGREEMENT AND AMENDMENTS.** This Lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.


DATED 8/20, 2020

DATED 8/4/20, 2020

THE CITY OF MARYSVILLE, City

MARYSVILLE LITTLE LEAGUE, Lessee

By   
JON NEHRING, Mayor

By   
Its President

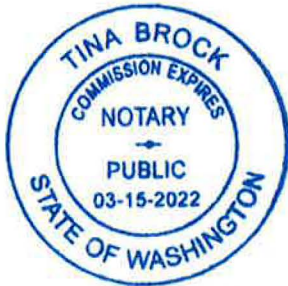
Approved as to form:

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

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

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

DATED this 20<sup>th</sup> day of August, 2020.



Tina Brock

(Notary Signature)

Tina Brock

(Print Name)

NOTARY PUBLIC in and for the State of Washington

Residing at (city): Stanwood

My commission expires: 03/15/2022

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

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

DATED this 4<sup>th</sup> day of August, 2020.



Erica Lippmann

(Notary Signature)

Erica Lippmann

(Print Name)

NOTARY PUBLIC in and for the State of Washington

Residing at (city): Arlington Wa

My commission expires: 8/31/2021

## LEASE

THIS LEASE is made and entered into as of the last signature date set forth below, by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter "City," and MARYSVILLE LITTLE LEAGUE, hereinafter "Lessee."

1. **DESCRIPTION OF PREMISES.** City hereby leases to Lessee and Lessee leases from City on the terms, covenants and conditions set forth herein, the following- described premises:

The office space, concession stand/space, and restrooms on the following parcel (lease does not include the building housing the Boys and Girls Club):

Commencing at a point 100 feet east of where the North side of 10th Street intersects the East side of Beach Street in the Edward Steele's Suburban Addition to Marysville; thence South 300 feet; thence West along the North side of 10th Street 267 feet to the point of beginning, situate in the city of Marysville, County of Snohomish, State of Washington .

Situated in the County of Snohomish State of Washington.

Snohomish County Tax Parcel 00585600200100

Commonly known as 1010 CEDAR Street, Marysville, WA.98270

TOGETHER WITH non-exclusive use of all paved parking areas located upon the above-described property. Throughout this agreement referred to as the "Leased Premises." City reserves the right to use the outbuildings situated on the Leased Premises during the off-season. City shall have access to the yard at all times.

### 2. **TERM.**

- (a) Initial Term. The initial term of this Lease shall be for THIRTY-FOUR (34) months, commencing on March 1, 2020, and ending December 31, 2022, at 11:59 p.m..
- (b) Renewal. By mutual agreement of the parties, this Lease may be renewed for two additional twelve-month terms.

### 3. **RENT.**

- (a) Rental Amount. Rent will be paid on an annual basis, and will be calculated at \$150 dollars per month, plus State leasehold excise tax of 12.84% (subject to adjustment per Section 3(c). This calculates to an initial annual payment of \$2,031.12.

ORIGINAL

- (b) Payments. The first annual rental payment will be due within ten days of the effective date of this Lease. Subsequent annual payments shall be due on March 1<sup>st</sup> of each year of the lease term and shall be paid at:

CITY OF MARYSVILLE  
Parks, Culture & Recreation  
6915 Armar Road  
Marysville, WA 98270

or at such other place as may be designated by City.

- (c) Leasehold Excise Tax. As additional rent Lessee shall pay to City with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax (\$19.26). This additional rent rate shall be modified to be consistent with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover, which modification shall be effective on the date the tax rate changes. City shall give written notice to Lessee of any change in the leasehold excise tax rate.
- (d) Late Charge. In the event Lessee should fail to pay any installment of rent or any sum due hereunder within ten (10) days after the date it is due, Lessee shall pay City a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.

**4. USE OF PREMISES.**

- (a) The Leased Premises will be used baseball and related activities by the Marysville Little League (Lessee), and for no other purpose or purposes, without City's prior written consent. Lessee agrees not to operate any retail or service-oriented business on the Leased Premises with the exception of game day concessions.
- (a) Lessee shall comply with all laws, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting the Leased Premises and their cleanliness, safety, occupation and use. Lessee will not use or permit the use of the premises in any such manner as will tend to create a nuisance, or unnecessarily or unreasonably disturb other lessees or occupants of the Leased Premises. Lessee shall not serve or permit alcohol to be consumed in the Leased Premises.
- (b) Lessee shall not use any machinery or equipment in the Leased Premises that might be injurious to the building. Lessee will not perform any act or carry on any practices that may damage the Leased Premises or be a nuisance to or menace or injure the public, other Lessees, or City's employees, contractors or agents. Lessee shall not commit or suffer any waste upon the Leased Premises.
- (c) Upon termination of the Lease, Lessee shall quit and surrender the Leased Premises in as good a state and condition as they were at the commencement of the Lease, reasonable

ORIGINAL

wear and tear or other actions not caused by Lessee, its employees, agents, customers or invitees, excepted. Lessee shall return all keys to City.

5. **UTILITIES.** City shall pay the expense of water and sewer service to the Leased Premises. Lessee shall exercise prudent conservation practices and keep plumbing fixtures well maintained to assure no waste of water and sewer facilities. City will pay for garbage and electricity and bill Lessee for these costs. Lessee shall reimburse Lessor for the costs of these services for the Leased Premises upon receiving a bill from City.

City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or shall release Lessee from any of Lessee's obligations under this Lease.

#### 6. **ACCEPTANCE OF PREMISES/LESSEE AND CITY RESPONSIBILITIES**

Lessee acknowledges that Lessee has examined the Leased Premises and accepts the same in their condition on the date of Lessee's execution of this Lease.

- (a) The Lessee shall perform all interior maintenance of the premises. City shall provide all exterior maintenance to structures and repairs to the physical plant, roof systems, lights, netting, fencing, bleachers, dugouts, alley and restrooms of the premises. City shall provide year round facility maintenance on the field and surrounding structures weekly.
- (b) Lessee will be required to supply the season schedule and execute a **FIELD USE AGREEMENT** no later than March 1st of each season. Lessee shall pay all associated game fees according to the Field Use Agreement with City. Lessee shall provide all game preparation for scheduled games. Lessee shall be responsible for all equipment and maintenance of the concession facility housed within the office building.
- (c) City and City's agents and employees shall have the right to access to the premises for the purposes of:
  - (1) Inspection;
  - (2) Maintenance, yard work, repairs, alterations or improvements;
  - (3) Display of the premises to prospective or actual workers or contractors;
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- (f) Trade fixtures installed by Lessee may be removed by Lessee at the termination of the Lease, provided that the premises are returned to as good condition as they were prior to the installation of the same. Structural alterations of the premises shall also be removed, at the option of City, at the termination of the Lease, and Lessee shall bear the full cost thereof and shall repair any damage to the Leased Premises caused thereby. Lessee's obligations to observe or perform this covenant shall survive the expiration or the termination of the term of this Lease.

**8. INSURANCE/LIABILITY.**

**A. Insurance Term**

The Lessee shall procure and maintain for the duration of the term of this Lease, any renewal term, and/or any holdover period, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the Lessee and his or her guests, representatives, volunteers and employees.

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General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, and contractual liability. The City shall be named as an additional insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage 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 Lessee's insurance and shall not contribute with it. City Full Availability of Lessee Limits.

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The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance will be placed with insurers with a current A.M. Best rating of not less than A: VII.

9. **RISK OF LOSS.** All personal property of Lessee kept or maintained at the Leased Premises shall be at the risk of Lessee. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold City liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.

10. **INDEMNIFICATION.**

Lessee 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 use of the Premises or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

11. **HAZARDOUS SUBSTANCES.** As used in this Lease, the term "Hazardous Substance" means any substance or material, the storage, use or disposal of which is or becomes regulated under any law now or hereafter in effect, including, but not limited to any flammable explosives, radioactive materials, asbestos, petroleum and related byproducts and hydrocarbons, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, pollutants, contaminants, hazardous wastes, toxic substances or related materials.

Without City's prior written consent, Lessee shall not receive, store or otherwise allow any Hazardous Substance on the Leased Premises. In the event of any release or presence of any Hazardous Substance on or about the Leased Premises occurring on or after the commencement date of this Lease, Lessee agrees to immediately, fully and completely remove all of such Hazardous Substance from the Leased Premises and to dispose of such in accordance with applicable law, even if the quantity or concentration of such Hazardous Substance would not require remediation under the provision of law. Lessee further agrees to defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents and contractors from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any release or presence of any Hazardous Substance on or about the Leased Premises; the provisions of this sentence shall survive and be enforceable after the termination or expiration of the Lease and the surrender of the Leased Premises by Lessee. If Lessee becomes aware of the release or presence on the Leased Premises of any Hazardous Substance, Lessee shall immediately notify City in writing of such release or presence, and Lessee shall promptly provide City with copies of any reports, studies, recommendations or requirements received by Lessee from any third person, including a governmental agency.

12. **SIGNS AND LANDSCAPING.** Lessee shall be permitted to erect a business sign and directional signage; provided City shall have the right to control and approve the location, size, quality and appearance of the same. Lessee shall make no alterations or additions to the landscaping of the Leased Premises and shall place no exterior signs on the Leased Premises without the prior written consent of City. Lessee shall be required to maintain Lessee's signs in good, safe, attractive condition. Any signs not in conformity with this Lease may be removed and destroyed by City. All sponsor or advertising signage is to be removed and stored at the conclusion of each season.

13. **TAXES.**

- (a) City shall be responsible for all real property taxes and assessments levied or assessed against the Leased Premises by any governmental entity, including any special

assessments imposed on or against the Leased Premises for the construction or improvement of public works in , on or about the Leased Premises; provided, however, that the Lessee shall conduct no activity on the Leased Premises nor place any articles on the Leased Premises that will increase the real property taxes levied or assessed against the Leased Premises.

- (b) Lessee shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Lessee's fixtures, furniture, appliances and personal property installed on or located in the Leased Premises.
- (c) Lessee agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 3(c) above, such taxes shall be due and payable at the time the same are levied or assessed.

14. **CASUALTY; REBUILDING; CONDEMNATION.** In the event the building at the Leased Premises shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Leased Premises) to such an extent that the City shall decide to discontinue the operation of the building, which decision shall be communicated to the Lessee within sixty (60) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Leased Premises by fire or other causes, other than under the circumstances described in the preceding sentence, City shall repair the Leased Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Leased Premises are repaired and put in a good and usable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Leased Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Leased Premises are not usable as contemplated in this agreement for over ninety (90) days due to the damage, Lessee shall have the right to terminate this Lease.

If any part of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Lessee shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces usefulness of the Leased Premises for the purposes for which it is leased, then Lessee shall have the option of terminating this Lease.

15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not sublease, sublet or assign the Leased Premises, or any portion thereof, except by the written permission and consent of City, in City's sole discretion. This Lease shall not be assignable by operation of law.

16. **INSOLVENCY OF LESSEE.** (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitutes a breach of this Lease by Lessee, and City may at its election without notice, terminate this Lease, and in that event be entitled to immediate possession of the Leased Premises and damages as provided below.

17. **LESSEE DEFAULT.**

- (a) If Lessee shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Lessee from complying with the terms of this Lease), then City may cancel this Lease upon giving the notice required by law, and re-enter said premises. Notwithstanding such re-entry by City, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of the Lease, and Lessee covenants and agrees to make good to City any deficiency arising from re-entry and re-letting of the Leased Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by City. In computing such deficiency, Lessee shall be charged with the monthly rental that would have been owed by Lessee had Lessee continued to lease the Leased Premises.
- (b) NSF Check Charge. Lessee agrees to pay a \$40.00 fee for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.
- (c) If City must commence an unlawful detainer action to seek restitution of the rental premises as a result of Lessee's default in the payment of rent, City shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- (d) In the event of any entry in, or taking possession of, the Leased Premises, City shall have the right, but not the obligation, to remove from the Leased Premises all personal property located thereon, and may place the same in storage at a public warehouse, at the expense and risk of the owners.
- (e) If at any time City waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.

- (f) In the event Lessee is in default on any provision of this Lease and City seeks the services of an attorney to enforce such provision in default, City shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

18. **CITY DEFAULT.** In the event City shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed within 30 days after Lessee's written notice to City (or if more than 30 days shall be required because of the nature of the breach, if City shall fail to proceed diligently to cure such breach after notice), then, in that event, City shall be in default under the provisions of this Lease, and Lessee will have the option to terminate this Lease.

19. **NOTICES.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

LESSEE:

MARYSVILLE LITTLE LEAGUE

PO Box 848

Marysville WA 98270

Telephone: 206 - 459 - 6397

CITY:

CITY OF MARYSVILLE  
Parks, Culture & Recreation  
6915 Armar Road  
Marysville, WA 98270

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

20. **NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by City of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

21. **SUCCESSORS AND ASSIGNS.** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto. The words "City" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

22. **TIME.** Time is of the essence of this Lease.

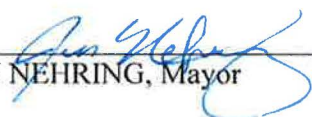
23. **ENTIRE AGREEMENT AND AMENDMENTS.** This Lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.


DATED 3/24/20, 2020

DATED 5/18, 2020


THE CITY OF MARYSVILLE, City

MARYSVILLE LITTLE LEAGUE, Lessee

By   
JON NEHRING, Mayor

By   
Its President

Approved as to form:

By   
Jon Walker, City Attorney

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

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

DATED this 24<sup>th</sup> day of March, 2020.



Tina Brock  
(Notary Signature)

Tina Brock  
(Print Name)

NOTARY PUBLIC in and for the State of Washington  
Residing at (city): Stanwood  
My commission expires: 03/15/2022

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

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

DATED this 18<sup>th</sup> day of May, 2020.



Erica Lippmann  
(Notary Signature)

Erica Lippmann  
(Print Name)

NOTARY PUBLIC in and for the State of Washington  
Residing at (city): Arlington WA  
My commission expires: Aug 31, 2021



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Agreement

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

**SUBJECT:** Washington State Department of Commerce Growth Management Act Periodic Update Grant FY2024

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Department of Commerce Growth Management Act Periodic Update Grant contract agreement for FY2024 (Contract Number 24-63335-278).

**SUMMARY:**

The Washington State legislature made a significant investment in Growth Management Act (GMA) planning during the 2022 Legislative Session by allocating funds for GMA comprehensive plan periodic updates. As a result, the Washington State Department of Commerce has awarded grant funding to all jurisdictions required to plan under GMA for their comprehensive plan periodic updates, required under RCW 36.70A.130(5). The award of funds for cities is based on population. As of city with a population between 50,000 and 99,999, the City of Marysville has been awarded \$175,000.00 (Contract Number 23-63210-078). Half of the funds (\$87,500.00) were spent during fiscal year (FY) 2023 which ended June 30, 2023 and were covered under a contract that was approved in late 2022 by City Council. The balance must be spent in FY 2024 which ends June 30, 2024 which requires a new contract. The Community Development Department anticipates primarily using the grant funds for updating the Transportation Plan (Element) of the Comprehensive Plan, enhancing the graphic appeal and usability of the Comprehensive Plan, and preparing a Housing Action Plan (HAP). A HAP is a policy document with a set of concrete steps for a city to support and encourage new housing production that meets local housing needs. In 2021, the Washington Legislature changed the way communities are required to plan for housing. House Bill 1220 (HB 1220) amended the GMA to instruct local governments to “plan and accommodate” for housing affordable to all income levels. This significantly strengthens the previous goal, which was to encourage affordable housing. The HAP will inform the City's Housing Element update and further compliance with these State requirements.

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**ATTACHMENTS:**

[Marysville-COM Periodic Update grant contract 24-63335-278](#)





**Interagency Agreement with**

**City of Marysville**

**through**

**Growth Management Services**

**Contract Number:  
24-63335-278**

**For**

**GMA Periodic Update Grant – FY2024**

**Dated:** Date of Execution



## Table of Contents

**TABLE OF CONTENTS..... 2**

**FACE SHEET ..... 3**

**SPECIAL TERMS AND CONDITIONS..... 5**

    1. AUTHORITY.....5

    2. CONTRACT MANAGEMENT .....5

    3. COMPENSATION.....5

    4. BILLING PROCEDURES AND PAYMENT.....5

    5. SUBCONTRACTOR DATA COLLECTION .....6

    6. INSURANCE.....6

    7. FRAUD AND OTHER LOSS REPORTING .....6

    8. ORDER OF PRECEDENCE .....6

**GENERAL TERMS AND CONDITIONS..... 7**

    1. DEFINITIONS .....7

    2. ALL WRITINGS CONTAINED HEREIN .....7

    3. AMENDMENTS .....7

    4. ASSIGNMENT .....7

    5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....7

    6. COPYRIGHT.....8

    7. DISPUTES .....8

    8. GOVERNING LAW AND VENUE .....9

    9. INDEMNIFICATION .....9

    10. LICENSING, ACCREDITATION AND REGISTRATION.....9

    11. RECAPTURE.....9

    12. RECORDS MAINTENANCE .....9

    13. SAVINGS .....9

    14. SEVERABILITY.....9

    15. SUBCONTRACTING .....10

    16. SURVIVAL.....10

    17. TERMINATION FOR CAUSE.....10

    18. TERMINATION FOR CONVENIENCE.....10

    19. TERMINATION PROCEDURES.....10

    20. TREATMENT OF ASSETS .....11

    21. WAIVER .....12

**ATTACHMENT A: SCOPE OF WORK..... 13**

**ATTACHMENT B: BUDGET ..... 15**



## Face Sheet

Contract Number: 24-63335-278

**Local Government Division  
Growth Management Services  
GMA Periodic Update Grant (PUG)**

<b>1. Contractor</b> City of Marysville Community Development 80 Columbia Avenue Marysville, WA 98270		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Haylie Miller Community Development Director (360) 363-8211 <a href="mailto:hmiller@marysvillewa.gov">hmiller@marysvillewa.gov</a>		<b>4. COMMERCE Representative</b> Ted Vanegas Senior Planner (360) 725-3031 <a href="mailto:ted.vanegas@commerce.wa.gov">ted.vanegas@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$87,500	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> N/A		<b>11. SWV #</b> SWV0000432-00	<b>12. UBI #</b> 314-000-001
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> Grant funding to assist the City of Marysville with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
Signature Block on next page			



<b>FOR CONTRACTOR</b>	<b>FOR COMMERCE</b>
<hr/> <p>Jon Nehring, Mayor City of Marysville</p>	<hr/> <p>Mark K. Barkley, Assistant Director Local Government Division</p>
<hr/> <p>Date</p>	<hr/> <p>Date</p>
<hr/> <p>Jon Walker, City Attorney</p>	<p><b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b></p>
<hr/> <p>Date</p>	
<hr/> <p>Tina Brock, City Clerk</p>	
<hr/> <p>Date</p>	



## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed **eighty-seven thousand, five hundred dollars (\$87,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-278. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.



### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

## **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

## **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority





prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



## 15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## 16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## 17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## 18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## 19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## Attachment A: Scope of Work

<b>Tasks / Actions / Deliverables</b>	<b>Description</b>	<b>End Date</b>
<b>Task 6</b>	<b>Transportation Element (TE) technical analysis summary, and recommended goals and policy changes</b>	December 31, 2023
Action 6.1	Complete travel demand modeling and traffic operations analysis. Identify recommended transportation improvements.	December 31, 2023
Action 6.2	Consultant and staff coordination to affirm or recommend changes to TE goals and policies.	December 31, 2023
Action 6.3	Prepare technical analysis summary document. Begin drafting TE document.	December 31, 2023
<b>Deliverable 6</b>	<b>Technical analysis summary of transportation conditions, and recommended goals and policy changes.</b>	December 31, 2023
<b>Task 7</b>	<b>Prepare draft of Transportation Element and Traffic Impact Fee Program Update</b>	June 15, 2024
Action 7.1	Identify changes to traffic policies and goals	June 15, 2024
Action 7.2	Establish multi-modal level of service	June 15, 2024
Action 7.3	Update project list for which Traffic Impact Fees will be collected	June 15, 2024
<b>Deliverable 7</b>	<b>Final Draft of Transportation Element and Traffic Impact Fee program update</b>	June 15, 2024
<b>Task 8</b>	<b>Draft of Housing Action Plan</b>	June 15, 2024
Action 8.1	Final report of housing needs and market conditions	June 15, 2024
Action 8.2	Evaluate existing housing policies and regulations and their success	June 15, 2024
Action 8.3	Prepare strategies and identify necessary changes to zoning, codes, Comprehensive, and long-range plans	June 15, 2024
<b>Deliverable 8</b>	<b>Draft Housing Action Plan</b>	
<b>Task 9</b>	<b>Enhance graphic appeal and usability of Comprehensive Plan, and perform public outreach</b>	June 15, 2024



Action 9.1	Identify needs and improvements to enhance graphic appeal and usability of Comprehensive Plan	June 15, 2024
Action 9.2	Use Social Pinpoint or similar platform to conduct public outreach	June 15, 2024
Action 9.3	Incorporate improvements to enhance usability into a DRAFT of the Comprehensive Plan	June 15, 2024
<b>Deliverable 9</b>	<b>Provide DRAFT Comprehensive Plan which incorporates enhanced graphic appeal and usability features.</b>	June 15, 2024



**Attachment B: Budget**

<b>Year 2 Task/Deliverable</b>	<b>Year 2 Amount</b>
Deliverable 6	\$10,000
Deliverable 7	\$25,000
Deliverable 8	\$32,500
Deliverable 9	\$20,000
<b>Total Grant (SFY 2024 only)</b>	<b>\$87,500</b>

Internal routing form. Will be deleted after contract fully signed.

<b>Commerce GMS programs - Contract review and routing form</b>		
<b>Reviewer</b>	<b>Name</b>	<b>Initials and Date</b>
Budget Analyst	Corina Campbell	 <sup>DS</sup> 10/10/2023   12:15 PM PDT
GMS Managing Director	Dave Andersen	 <sup>DS</sup> 10/11/2023   7:51 AM PDT
Deputy Assistant Director – LGD	Tony Hanson	



**Certificate Of Completion**

Envelope Id: 754F0D041F6A45D18CC584DB5B9BB08E	Status: Sent
Subject: Complete with DocuSign: Marysville PUG Contract	
Division:	
Local Government	
Program: PUG	
ContractNumber: 24-63335-278	
DocumentType: Contract	
Source Envelope:	
Document Pages: 16	Signatures: 0
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ashley Murphy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	ashley.murphy@commerce.wa.gov
	IP Address: 147.55.134.55

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10/9/2023 4:01:13 PM	ashley.murphy@commerce.wa.gov	
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**Signer Events**

Corina Campbell  
corina.campbell@commerce.wa.gov  
Security Level: Email, Account Authentication (None)

**Signature**



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Dave Andersen  
dave.andersen@commerce.wa.gov  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 198.239.10.233

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Jon Walker  
jwalker@marysvillewa.gov  
Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
Accepted: 10/11/2023 10:55:19 AM  
ID: 99d799d6-f003-427d-88b5-e2b927f84799

Jon Nehring  
jnehring@marysvillewa.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/9/2022 10:26:56 AM  
ID: 0ac297d8-b7b2-4689-b95a-e4f18d205a04

Signer Events	Signature	Timestamp
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Tina Brock  
cityclerk@marysvillewa.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Tony Hanson  
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Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Mark Barkley  
mark.barkley@commerce.wa.gov  
Security Level: Email, Account Authentication (None)  
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Paul Johnson  
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agemmer@marysvillewa.gov  
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hmiller@marysvillewa.gov  
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Agreement

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

**SUBJECT:** Waste Management Industrial Service Agreement

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to execute the Industrial Service Agreement with Waste Management for the disposal of wastewater screening and grit waste.

**SUMMARY:** The attached Industrial Service Agreement with Waste Management would provide for the transportation and direct landfill disposal of influent grit and screenings waste from the City sewer system. This solid waste has historically been disposed of through the Snohomish County (County) solid waste system and agreement. This year the County informed the City it would no longer be accepting this solid waste as of January 2024. The attached agreement will provide for the disposal of this solid waste beginning December 2023. The current global cost per ton is estimated to be comparable to the County disposal costs at this time. The dollar amount will be dictated by usage and is expected to be approximately \$130,000 annually. This cost will be offset by reduced tipping fees with Snohomish County.

**ATTACHMENTS:**  
[WM Industrial\\_Service\\_Agreement.pdf](#)



# INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

**COMPANY:** \_\_\_\_\_  
*A WM COMPANY*

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

City/State/Zip: \_\_\_\_\_

Signed: \_\_\_\_\_  
*Authorized Signature*

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

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

**Effective Date:** \_\_\_\_\_ *Date*

**CUSTOMER:** City of Marysville

Address: 1049 State Ave

City/State/Zip: Marysville WA 98270

Signed: \_\_\_\_\_  
*Authorized Signature*

Name: Jon Nehring

Title: Mayor

**Initial Term:** \_\_\_\_\_ *Date*

## AGREEMENT

This **INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT**, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the WM entity named above ("the Company").

## TERMS AND CONDITIONS

**1. SERVICES PROVIDED.** The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"), and Company shall have the exclusive right to manage all such Industrial Waste. **"Solid Waste"** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **"Special Waste"** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. **"Hazardous Waste"** means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. **"Nonconforming Waste"** means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

**2. CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

**3. TERM OF AGREEMENT.** The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term," collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

**4. INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense.

Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries, reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

**5. SPECIAL HANDLING; TITLE.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

**6. COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

**7. LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

**8. CHARGES AND PAYMENTS.** Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Term. The Charges may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, energy and fuel costs, or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of



Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Without limiting the foregoing, Company also reserves the right to adjust all pricing provided in an Exhibit A at any time with ten (10) days' advance written notice to Customer. Changes to the Charges payable under this Agreement may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All Charge adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

**9. INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

**10. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**11. RECYCLING SERVICES.** The following shall apply to the collection and recycling of fiber and non-fiber recyclables ("Recyclable Materials"). Special terms and conditions, if any, with respect to such Services shall be set forth on an exhibit to this Agreement and shall be incorporated herein.

Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass food and beverage containers, and rigid container plastics #1, #2 and #5, excluding all types of plastic film. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. All Single Stream must be clean, dry, unshredded, empty, loose and unbagged.

Source-separated wastepaper, cardboard, plastics and metals shall consist of Customer's entire volume of such materials and be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by the Company from time-to-time.

The Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's cost.

Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to property, personnel or the public or materially impair the strength or the durability of structures or equipment (all "Excluded Materials").

The Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer may be charged a contamination fee for increased handling, processing, transportation and disposal, including profit margin, related to such non-conforming Recyclable Materials and any Recyclable Materials which contain Excluded Materials.

Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) the Company's processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by the Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at the Company's sole discretion.

**12. ASSIGNMENT & SUBCONTRACTING.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

**13. ENTIRE AGREEMENT.** This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

**14. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

**15. EQUIPMENT.** All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s) or otherwise under its care, custody and control. Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

**16. CONFIDENTIALITY.** Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

**17. MISCELLANEOUS.** (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement; (e) Company shall act as an independent contractor pursuant to this Agreement and nothing herein shall create a partnership, joint venture or any other relationship between the parties.



Quote number 5505  
Date: 3/14/2023

Skip Knutsen  
Marysville Public Works  
80 Columbia Ave  
Marysville, WA, 98270  
Office: (360) 363-8173  
Mobile:  
email: sknutsen@marysvillewa.gov

**Exhibit A - Confidential**

Regarding: Transportation & Disposal of Influent Grit and Screenings

Dear Skip,

Thank you for considering WM for your Industrial and Hazardous Waste needs. We appreciate your business and look forward to providing you with the best waste services in the industry. The attached quotation is based on our discussions regarding your service needs as summarized below.

**Scope of Service**

- WM will provide Transportation and Disposal of Waste Materials from site.
- See Special Conditions.

This quotation is made subject to: (1) the terms and conditions of WM's standard Industrial Waste Service Agreement, which shall be executed by the parties in connection with performing the services described above, (2) the proper submittal of an acceptable Generator Waste Profile Sheet(s), which must be submitted to and approved by an authorized WM facility, including any analytical data requested by WM regarding the waste stream.

WM is a recognized leader in the waste disposal business with the ability to manage the quoted services at or through our permitted and licensed facilities. To accept this proposal and initiate project start, please contact the Technical Service Center at (800) 963-4776 or your Account Manager at the number below.

Sincerely,

*Eric Evans*

Eric Evans  
Industrial Account Manager  
206-643-3129 [eevans4@wm.com](mailto:eevans4@wm.com)



**PRICE SCHEDULE**

**Disposal Pricing**

<b>Code / Description</b>	<b>Price</b>	<b>Unit</b>	<b>Facility</b>
LF01 <i>Non Hazardous Solids for direct landfill</i>	\$51.10	Ton	Columbia Ridge

**Transportation Pricing**

<b>Code / Description</b>	<b>Price</b>	<b>Unit</b>	<b>Minimum</b>
BROLL001 <i>Rolloff truck transportation</i>	\$755.00	Per trip	\$755.00

**Assessorial**

<b>Code / Description</b>	<b>Price</b>	<b>Unit</b>
SUP003 <i>Rolloff Rental</i>	\$10.00	Per day
SUP002 <i>Liners, rolloff</i>	\$45.00	Per load

**Fees and Taxes**

- \$85.00 profile fee charged to each profile submitted.
- \$1.89/ton ODEQ Comingle / Beneficial Use Tax
- Washington State Refuse tax of 3.6% of invoiced total.

**General Conditions**

1. Pricing is contingent upon waste profile acceptance as proposed.
2. All charges except tax are subject to a variable fuel surcharge. Surcharge calculation is based on the national diesel average as reported by the Energy Information Administration of the US Department of Energy in its Weekly On-Highway Diesel Index.
3. Railroad schedules are dictated by the corresponding Railroad. WM will not be liable for any charges resulting in delays caused by the Railroad.
4. Pricing in this proposal is valid for a term of 30 days from the date listed above. Upon acceptance, terms of the mutually negotiated agreement will apply.
5. Material with a density < 75 pounds/cubic foot will be billed by the cubic yard.
6. Unless otherwise noted, applicable state, local and federal taxes are not included in the enclosed rates.
7. Waste removal scheduling is dependent upon available equipment at the time of project startup.
8. Unless otherwise noted, a 10-ton/yard disposal and/or transportation minimum will apply to all bulk disposal rates at Columbia Ridge or Chemical Waste Management.
9. Unless otherwise noted, a 1-ton disposal minimum applies at all other Subtitle D landfills not listed above.
10. Demurrage charges of \$200/hr will be assessed on delays exceeding ½ hour load and unload time.
11. Rinsate from tanker washout will be invoiced at quoted disposal rates.
12. Certificates of disposal (other than TSCA waste) will be charged \$35.00/cert if noted at the time of profile generation.
13. Standard profile approval time is 2-5 days. 1 day expedited approval available for an additional fee of \$500.
14. Transportation ordered, but not used will be invoiced at cost plus 15%.



15. Expedited delivery of manifests, LDR's or other paperwork will be \$100.
16. It is the generators responsibility to deliver DOT compliant loads to WM Rail Reload Facilities. Non compliant loads will be remedied or rejected at customers expense.
17. Incidental release of hazardous material, fines and associated clean-up costs, will be charged at cost plus 10%.
18. Rail pricing does not include demurrage, retention, car-hire, cleanout, or other fees. In the event these items arise, additional charges may apply.
19. Due to an increase in pricing volatility from our suppliers, WM reserves the right to adjust our rates as necessary in accordance with the terms and conditions outlined in our mutually accepted Industrial or Master Service Agreement.

**Special Conditions**

1. WM will transport waste direct to landfill. Waste will not go thru a transfer station.
2. WM will supply a 20 CY roll off container 20' x 8'W x 6' H.
3. WWTP will need to load the roll off as needed until 17-20 tons capacity is reached. WM will work with customer to establish optimal weights and schedule.

**Waste Category Definitions**

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LF01	Must pass paint filter test, non regulated, non-TSCA, no friable asbestos, debris must be less than 2ft x 2ft x 2ft, for comingle disposal
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# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Interlocal Agreement

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

**SUBJECT:** Snohomish County Non-Exclusive Franchise Agreement for Limited Use of the Public Road Right-of-Ways

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute Snohomish County Non-Exclusive Franchise Agreement for Limited Use of the Public Road Rights-Of-Way in Unincorporated Snohomish County between Snohomish County and the City of Marysville.

**SUMMARY:** The City Water and Sewer Service areas extend beyond City limits. As a result, the City operates and maintains Water and Sewer utilities within Snohomish County Rights of Way. In order to operate and maintain these utilities, the City must enter into a Non-Exclusive Franchise Agreement with Snohomish County. This agreement grants the City the ability to construct, maintain, operate, replace or repair water and sanitary sewer distribution system through public right-of-way within unincorporated Snohomish County. The previous Non-Exclusive Franchise Agreement has expired. The attached agreement is being proposed to replace the previous agreement.

The initial term of the franchise agreement will be for ten (10) years, with an automatic renewal for an additional term of ten (10) years.

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**ATTACHMENTS:**  
[2023-1002 Ord 23-088.pdf](#)

After Recording Return To:

Asst. Clerk of the Council  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201

<b>Grantor:</b>	Snohomish County
<b>Grantee:</b>	City of Marysville
<b>Tax Account No:</b>	Not Assigned
<b>Legal Description:</b>	See Section 1.3
<b>Ref. # of Docs. Affected:</b>	200303240705
<b>Document Title:</b>	An Ordinance of Snohomish County Council Granting a Nonexclusive Franchise Authorizing Limited Use of Public Road Rights-of-Way in Portions of Unincorporated Snohomish County, Washington to the City of Marysville

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED  
USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN PORTIONS OF  
UNINCORPORATED SNOHOMISH COUNTY, WASHINGTON TO THE  
CITY OF MARYSVILLE

WHEREAS, the Washington State Constitution, by and through its general grant of police power, and Section 36.55.010 of the Revised Code of Washington authorize counties to grant franchises for use of public rights-of-way; and

WHEREAS, Section 9.20 of the Snohomish County Charter and Title 13 of the Snohomish County Code specify requirements for franchises in Snohomish County rights-of-way; and

WHEREAS, a franchise is a legislative authorization to use public rights-of-way, however, actual construction and activities in the rights-of-way will also be subject to approved right-of-way use permits after review of specific plans; and

WHEREAS, the City of Marysville has applied to Snohomish County, Washington, for a non-exclusive franchise to construct, maintain, operate, replace and repair a water and sanitary sewer distribution system in, on, across, over, along, under, and/or through public rights-of-way within unincorporated Snohomish County; and

WHEREAS, the Snohomish County Council considered the Engineer's Report of the Department of Public Works, attached to and incorporated into this ordinance by reference, which report recommends that the subject franchise be granted; and

WHEREAS, the Snohomish County Council held a public hearing on October 4, 2023, to solicit comments from the public and to consider whether to grant the requested franchise to the City of Marysville; and

WHEREAS, it has been found to be in the public interest that a franchise, authorizing use of public rights-of-way for a water and sanitary sewer distribution system, be granted to the City of Marysville.

NOW, THEREFORE, BE IT ORDAINED:

**TABLE OF CONTENTS**

<b><u>Section 1.</u></b>	<b><u>Grant of Franchise.</u></b>
<b><u>Section 2.</u></b>	<b><u>Non-Exclusive Franchise.</u></b>
<b><u>Section 3.</u></b>	<b><u>Term, Early Termination and Amendments</u></b>
<b><u>Section 4.</u></b>	<b><u>Regulation of Use; Permits Required.</u></b>
<b><u>Section 5.</u></b>	<b><u>Emergency Work.</u></b>
<b><u>Section 6.</u></b>	<b><u>Compliance with Applicable Laws; Performance Standards.</u></b>
<b><u>Section 7.</u></b>	<b><u>Restoration of Public Rights-of-Way.</u></b>
<b><u>Section 8.</u></b>	<b><u>Record Plans, Record Drawings, and Records of Grantee Facility Locations.</u></b>
<b><u>Section 9.</u></b>	<b><u>Relocation of Grantee Facilities.</u></b>
<b><u>Section 10.</u></b>	<b><u>Undergrounding of Grantee Facilities.</u></b>
<b><u>Section 11.</u></b>	<b><u>Maintenance of Grantee Facilities.</u></b>
<b><u>Section 12.</u></b>	<b><u>Hazardous Materials.</u></b>
<b><u>Section 13.</u></b>	<b><u>Dangerous Conditions, Authority for County to Abate.</u></b>
<b><u>Section 14.</u></b>	<b><u>Removal of Grantee Facilities; Abandonment of Grantee Facilities.</u></b>
<b><u>Section 15.</u></b>	<b><u>Fees, Compensation for Use of Public Rights-of-Way, and Taxes.</u></b>
<b><u>Section 16.</u></b>	<b><u>Hold Harmless and Indemnification.</u></b>
<b><u>Section 17.</u></b>	<b><u>Limitation of County Liability.</u></b>
<b><u>Section 18.</u></b>	<b><u>Insurance.</u></b>
<b><u>Section 19.</u></b>	<b><u>Performance Security.</u></b>
<b><u>Section 20.</u></b>	<b><u>Annexation.</u></b>
<b><u>Section 21.</u></b>	<b><u>Vacation.</u></b>
<b><u>Section 22.</u></b>	<b><u>Assignment.</u></b>
<b><u>Section 23.</u></b>	<b><u>Enforcement of Franchise; No Waiver.</u></b>
<b><u>Section 24.</u></b>	<b><u>Termination, Revocation, and Forfeiture.</u></b>
<b><u>Section 25.</u></b>	<b><u>County Ordinances and Regulations – Reservation of Police Power.</u></b>
<b><u>Section 26.</u></b>	<b><u>Eminent Domain, Powers of the People.</u></b>
<b><u>Section 27.</u></b>	<b><u>Survival and Force Majeure.</u></b>
<b><u>Section 28.</u></b>	<b><u>Governing Law and Stipulation of Venue.</u></b>
<b><u>Section 29.</u></b>	<b><u>Title VI Assurances and Non-Discrimination.</u></b>
<b><u>Section 30.</u></b>	<b><u>Severability.</u></b>
<b><u>Section 31.</u></b>	<b><u>Notice and Emergency Contact.</u></b>
<b><u>Section 32.</u></b>	<b><u>Acceptance.</u></b>
<b><u>Section 33.</u></b>	<b><u>Effective Date.</u></b>

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

**Section 1. Grant of Franchise.**

1.1 Pursuant to Section 36.55.010 of the Revised Code of Washington (“RCW”), Section 9.20 of the Snohomish County Charter and Chapter 13.80 of the Snohomish County Code (“SCC”), Snohomish County, a political subdivision of the State of Washington (the “County”), hereby grants to the City of Marysville, a municipal corporation of the State of Washington, (the “Grantee”), a non-exclusive franchise to use those portions of the County’s rights-of-way described in Section 1.3 below, for the purposes described in Section 1.2 below, subject to compliance with all applicable provisions of the SCC, the Engineering Design & Development Standards (EDDS) and the terms and conditions contained in this franchise ordinance (the “Franchise”).

1.2 This Franchise grants the Grantee the right, privilege and authority to use portions of the Public Rights-of-Way (as such term is defined below) of the County for the sole purposes of constructing, maintaining, operating, replacing and repairing its water and sanitary sewer facilities (the “Permitted Use”) and for no other purpose or use whatsoever. The term “Public Rights-of-Way” as used in this Franchise shall mean all public streets, roads, ways, or alleys of the County as now or hereafter laid out, platted, dedicated or improved. Pursuant to this Franchise, the Grantee shall have the right to install, locate, construct, operate, maintain, use, replace and/or remove such equipment and facilities as may be reasonably necessary or convenient for the conduct of the Permitted Use (the “Grantee Facilities”), in, on, across, over, along, under or through certain Public Rights-of-Way of the County, subject to all applicable provisions of the Snohomish County Code, including title 13 SCC and the EDDS, Chapter 36.55 RCW, and the terms and conditions of County right-of-way permits issued pursuant to Title 13 SCC and Section 4 of this Franchise. This Franchise merely authorizes the Grantee to occupy and use the Public Rights-of-Way at issue, and does not transfer, convey or vest any easement, title, servitude, or other real property interest in or to any Public Right-of-Way or portion thereof in or to the Grantee.

1.3 This Franchise covers all Public Rights-of-Way located within the following portions of unincorporated Snohomish County:

<b><u>Township</u></b>	<b><u>Range</u></b>	<b><u>Sections</u></b>
Twsp. 31N	Rge. 5E	Sects. 17, 19, 20, 21,27, 28, 29, 30, 31, 32, 33, 34, 35, 36
Twsp. 31 N	Rge. 4E	Sects. 23, 24, 25
Twsp. 30 N	Rge. 5E	Sects. 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36
Twsp. 29 N	Rge. 5E	Sects. 1, 2, 3, 4, 10, 11, 12



**Section 2. Non-Exclusive Franchise.**

2.1 This Franchise is granted upon the express condition and understanding that it shall be a non-exclusive franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in, on, to, across, over, upon, along, under or through any Public Rights-of-Way. Owners, whether public or private, of any authorized facilities or equipment installed in, on, across, over, along, under, and/or through a Public Right-of-Way prior to the construction and/or installation of Grantee’s Facilities in the same location, shall have preference as to positioning and location of their facilities. The position and location of all Grantee’s Facilities in the Public Rights-of-Way shall be subject to the authority of the County Engineer.

2.2 This Franchise shall in no way prevent, inhibit or prohibit the County from using any of the Public Rights-of-Way covered or affected by this Franchise, nor shall this Franchise affect the County’s jurisdiction, authority or power over any of them, in whole or in part. The County expressly retains its power to make or perform any and all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacations of or to any of the Public Rights-of-Way as the County may, in its sole and absolute discretion, deem fit, including the dedication, establishment, maintenance and/or improvement of new Public Rights-of-Way, thoroughfares and other public properties of every type and description.

**Section 3. Term, Early Termination, and Amendments.**

3.1 The initial term of the Franchise shall be for a period of ten (10) years (the “Initial Term”), beginning on the Effective Date (as such term is defined in Section 33 of this Franchise) of the Franchise, and continuing until the date that is one day prior to the tenth (10<sup>th</sup>) anniversary of the Effective Date (the “Initial Term Expiration Date”), unless earlier terminated, revoked or amended pursuant to the provisions of this Franchise.

3.2 This Franchise shall automatically renew for an additional term of ten (10) years (the “Extended Term,” and, together with the Initial Term, the “Term”), subject to the County’s right to renegotiate and/or unilaterally terminate the Franchise at any time after the Initial Term Expiration Date, as more fully described in Section 3.3 below.

3.3 The County shall have the right, in its sole and absolute discretion, at any time after the Initial Term Expiration Date, to unilaterally elect to open negotiations with the Grantee regarding proposed amendments, alterations or other changes to the terms and conditions of this Franchise. In such event, the County shall deliver written notice to the Grantee stating the County’s general desire to amend the terms and conditions of the Franchise. Within thirty (30) days after the date on which the Grantee receives the County’s notice letter, the Grantee and the County shall enter into good faith negotiations regarding potential amendments to the initial terms and conditions of the Franchise. Should the parties reach agreement regarding any such amendments, the parties

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

shall memorialize such amendments and seek approval of same from the County Council or such other County authority as may be proper. Should the parties prove unable to reach agreement regarding any proposed amendments within ninety (90) days after the date on which negotiations commenced, then this Franchise shall automatically terminate.

3.4 Other than the process set forth in Section 3.3 for amendments, this Franchise may be amended only upon the written consent of the County and the Grantee set forth in writing in the form of a County ordinance, signed by both parties, which states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.

#### **Section 4. Regulation of Use; Permits Required.**

4.1 The installation, location, maintenance, operation, relocation, removal or any other work related to any of the Grantee Facilities occurring in, on, across, over, along, under, and/or through any Public Right-of-Way covered by this Franchise, shall be performed in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the use of adjacent property, whether such property is public or private.

4.2 The Grantee shall not commence any work within Public Rights-of-Way until a right-of-way use permit authorizing such work has been issued by the County pursuant to Title 13 SCC. In addition to any standards of performance imposed by this Franchise, any and all work performed by Grantee pursuant to this Franchise shall be performed in accordance with all current County standards applicable to such work, including the County approved plans and specifications for the work, and the terms and conditions of any right-of-way use permit and/or other permits and/or approvals required under Title 13 SCC in order to accomplish the work (e.g., lane closure or road detour permits). Grantee understands and acknowledges that some or all of Grantee's activities may require additional project permits and approvals under County land use codes and development regulations, and Grantee accepts full responsibility for obtaining and complying with same.

4.3 In addition to any criteria set forth in Title 13 SCC, the EDDS, and the County's utility accommodation policies, in reviewing the Grantee's application for any right-of-way use permit pursuant to this Franchise, the County Engineer may apply the following criteria in reviewing proposed utility routes and in the issuance, conditioning, or denial of such permit:

- (i) the capacity of the Public Rights-of-Way at issue to accommodate the proposed Grantee Facilities;
- (ii) the capacity of the Public Rights-of-Way at issue to accommodate additional utility, cable, telecommunications, or other public facilities if the right-of-way use permit is granted;
- (iii) the damage or disruption, if any, to public or private facilities, improvements, service, travel, or landscaping if the right-of-way use permit is granted;

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 5

- (iv) the public interest in minimizing the cost and disruption of construction within the Public Rights-of-Way at issue, including, but not limited to, coordination with future utility installation or County projects;
- (v) recent and/or proposed construction and/or improvements to the Public Rights-of-Way at issue;
- (vi) the availability of alternate routes, locations, and/or methods of construction or installation for the proposed Grantee Facilities, including, but not limited to, whether other routes are preferred; and
- (vii) whether the Grantee has received all requisite licenses, certificates, and authorizations from applicable federal, state, and local agencies with jurisdiction over the activities proposed by the Grantee.

4.4 Prior to commencing any work in a critical area as defined by SCC 30.91C.340, the Grantee shall comply with all applicable requirements of the County’s critical areas regulations in chapters 30.62A, 30.62B, 30.62C and 30.65 SCC, and shall obtain any and all required permits and approvals. The granting of this Franchise shall in no way relieve the Grantee from its responsibility for avoiding “take” of any threatened or endangered species as defined by the Endangered Species Act of 1973, 16 U.S.C. § 1531, et seq., as amended, in the performance of any work authorized by this Franchise and/or any right-of-way use permits.

**Section 5. Emergency Work.**

Should any of the Grantee Facilities in the Public Rights-of-Way break or become damaged such that an immediate danger to the property, life, health or safety of any individual is presented, or should any site upon which the Grantee is engaged in construction or maintenance activities pursuant to this Franchise for any reason be in such a condition that an immediate danger to the property, life, health or safety of any individual is presented, the Grantee shall immediately take such measures as are reasonably necessary to repair the Grantee Facilities at issue or to remedy the dangerous conditions on the site at issue so as to protect the property, life, health or safety of individuals. In the event of an emergency described above, the Grantee may take corrective action immediately, without first applying for or obtaining any permits or other authorizations that might otherwise have been required by the SCC and/or this Franchise. However, the emergency provisions contained in this Section 5 shall not relieve the Grantee from its obligation to obtain any permits necessary for the corrective actions taken, and the Grantee shall apply for all such permits as soon as is reasonably possible after the occurrence of the emergency. In the event of any emergency described in this Section 5, the Grantee shall notify the County of the emergency as soon as may be reasonably feasible after the Grantee discovers the emergency (such notice may be telephonic).

**Section 6. Compliance with Applicable Laws; Performance Standards.**

6.1 The Grantee shall at all times during the Term of the Franchise undertake the Permitted Use in compliance with all federal, state and local laws, rules and regulations (including, but not limited to, the County’s comprehensive plan, zoning code, and other development regulations) that are applicable to any and all work or other activities performed by Grantee pursuant to or under authority of the Franchise.

6.2 During any period of installation, maintenance, operation, relocation, removal or any other work related to any of the Grantee Facilities subject to this Franchise, Grantee shall use industry accepted best-practices to ensure that, to the extent reasonably feasible, such work does not impede: (i) public use of the Public Rights-of-Way at issue for vehicular and pedestrian transportation; (ii) construction and/or maintenance within Public Rights-of-Way and other authorized facilities, equipment and improvements; (iii) the operation, maintenance or improvement by the County of the Public Rights-of-Way or other public property impacted by Grantee’s work; or (iv) use of the Public Rights-of-Way for other governmental purposes.

6.3 During any periods of construction within the Public Rights-of-Way, the Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by the SCC, the EDDS, or the laws of the State of Washington, including, but not limited to, RCW 39.04.180 for the construction of trench safety systems.

6.4 Before the Grantee commences any work under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys, Grantee shall reference all such monuments and markers using a method or methods approved by the County Engineer, and a complete set of reference notes for monuments and other ties shall be filed with the County prior to the commencement of construction. Reference points shall be so located that they will not be disturbed during Grantee’s operations. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, as directed by the County Engineer, and to federal, state and local standards. All costs incurred pursuant to this Section 6.4 shall be borne by Grantee.

6.5 If the Grantee shall at any time plan to make excavations in any area covered by the Franchise, the Grantee shall, upon receipt of a written request to do so, provide an opportunity for the County and/or any other franchisees or authorized users of the Public Right-of-Way at issue to participate in such excavation, and shall coordinate the location and installation of its Grantee Facilities with the County or such other franchisees or authorized entities, PROVIDED THAT, Grantee need not permit the County or any other party (ies) to participate in an excavation if the County Engineer determines that any of the following are true:

- (i) such joint use would unreasonably delay the performance of Grantee’s work;
- (ii) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint use; or

- (iii) valid safety reasons exist for denying a request for such joint use.

6.6 If the Grantee shall at any time plan to include communication facilities in furtherance of the Permitted Use, the Grantee shall provide an opportunity for the County to enter into negotiations for shared use of such communication facilities, and shall coordinate negotiation of shared use of its communication facilities with the County; PROVIDED THAT, Grantee need not permit the County to participate in shared use of communication facilities if any of the following are true, in the reasonable judgment of the County and the Grantee:

- (i) such shared use would unreasonably delay the performance of Grantee's work;
- (ii) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions, including but not limited to allocation of costs amongst various parties, for accomplishing such shared use;
- (iii) valid safety reasons exist for denying a request for such shared use and/or the proposed facilities of the third party are in conflict with the best practices employed by the Grantee; or
- (iv) the installation of communication facilities is for the purpose of an emergency action to protect the property, life, health or safety of individuals.

**Section 7. Restoration of Public Rights-of-Way.**

Promptly after completing any work in, on, under, over, across or upon any Public Rights-of-Way, including, but not limited to any excavation, installation, construction, relocation, maintenance, repair or removal of any Grantee Facilities, Grantee shall, at Grantee's sole cost and expense, restore the Public Rights-of-Way and any adjacent affected areas as required by the EDDS. Grantee shall also comply with any and all restoration conditions contained in applicable permits or approvals. The County Engineer shall have final authority to determine in each instance of restoration whether adequate restoration has been performed, reasonable wear and tear excepted.

**Section 8. Record Plans, Record Drawings, and Records of Grantee Facility Locations.**

8.1 The Grantee shall maintain adequate records to document obligations performed under this Franchise. The Grantee agrees and covenants that it shall, promptly upon substantial completion of any construction project involving a Public Right-of-Way, provide to the County, at no cost to the County, a copy of all as-built plans, maps and records revealing the approximate final locations and conditions of the Grantee Facilities located within such Public Right-of-Way. Additionally, the County may, at any time, deliver a written request to the Grantee for copies of maps and records showing the approximate location of all or any portion of the Grantee Facilities. In such event, the Grantee shall provide the County, at no cost to the County, with copies of the requested record plans, record drawings and other records within a reasonable time after receiving the County's request for same. The County shall have the right to review the Grantee's records regarding the

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 8

subject matter of this Franchise at reasonable times, upon reasonable notice. The right to review records shall last for six (6) years from the expiration or earlier termination of this Franchise. In addition to the maps and records of the Grantee Facility locations, the Grantee shall provide the County, upon the County's request, with copies of records of construction, maintenance, operation, inspections, or regulatory compliance for all Grantee Facilities subject to this Franchise as may be deemed necessary by the County, in its sole discretion, to manage the county roads, Public Rights-of-Way, or other property, or to protect the public health, safety, and welfare. Nothing in this Section 8 shall be construed to require Grantee to violate state or federal law concerning customer privacy, nor shall this Section 8 be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

8.2 If the Grantee considers any portion of its records provided to the County, whether in electronic or hard copy form, to be protected from disclosure under law, the Grantee shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Public Records Act, Chapter 42.56 RCW, to inspect or copy the information so identified by the Grantee and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Grantee (a) of the request and (b) of the date that such information will be released to the requester unless the Grantee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Grantee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the Act. The County shall not be liable to the Grantee for releasing records not clearly identified by the Grantee as confidential or proprietary. The County shall not be liable to the Grantee for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## **Section 9. Relocation of Grantee Facilities.**

9.1 The Grantee agrees and covenants that it will promptly, at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from the Public Rights of Way any Grantee Facilities when the County Engineer determines after full and fair consideration that such a relocation is necessary for any of the following reasons: (i) traffic conditions; (ii) public safety; (iii) dedications of new Public Rights-of-Way and the establishment and/or improvement thereof; (iv) widening and/or improvement of existing Public Rights-of-Way; (v) vacations of Public Rights-of-Way; (vi) freeway construction; (vii) change or establishment of road grade; or (viii) the construction of any public improvement or structure by any governmental agency acting in a governmental capacity; PROVIDED that the Grantee shall generally have the privilege to temporarily bypass, in the authorized portion of the same Public Right-of-Way, upon approval by the County Engineer, any Grantee Facilities required to be temporarily disconnected or removed.

9.2 Upon the request of the County and in order to facilitate County improvements to Public Rights-of-Way, the Grantee agrees to locate and, if reasonably determined necessary by the

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 9

County, to excavate and expose, at its sole cost and expense, portions of the Grantee Facilities for inspection so that the location of the facilities may be taken into account in the improvement design.

9.3 Grantee shall, upon reasonable prior written request of any person or entity holding a permit issued by the County to move any structure, temporarily move its facilities to allow the moving of such structure; PROVIDED (i) Grantee may impose a reasonable charge on the permittee for the movement of Grantee's Facilities; (ii) Grantee is granted a permit by the County for such work if a permit is needed; and (iii) Grantee is given not less than ten (10) business days' notice to arrange for such temporary relocation; EXCEPT in any case where the County Engineer determines Grantee Facilities are not reasonably movable.

9.4 Where the County imposes conditions or requirements on a third party development requiring the relocation of any Grantee Facilities, the County shall not be responsible for paying any costs related to such relocation. Nothing in this Franchise is intended or shall be construed to prohibit the Grantee from assessing on such person or entity, other than the County, the costs of relocation as a condition of such relocation.

9.5 To assist Grantee with anticipating relocations of Grantee Facilities related to County improvements to the Public Rights-of-Way, upon request, the County will provide the Grantee with copies of the most recently adopted Six-Year Transportation Improvement Program ("TIP") and Annual Construction Program ("ACP").

9.6 If the County determines that a County project necessitates the relocation of existing Grantee Facilities, the parties shall proceed as follows:

- (i) The County shall provide the Grantee at least ninety (90) days written notice prior to the commencement of the construction phase of the County project at issue; PROVIDED, that under the following circumstances the County need only provide the Grantee with written notice as soon as may be reasonably practicable: (a) in the event of an emergency posing a threat to public safety, health or welfare; (b) in the event of an emergency beyond the control of the County and which will result in adverse financial consequences to the County; or (c) where the need to relocate the Grantee Facilities could not reasonably have been anticipated by the County.
- (ii) The County shall provide the Grantee with copies of pertinent portions of the designs and specifications for the County project as well as a proposed new location for the Grantee Facilities at least ninety (90) days prior to the commencement of the construction phase of the County project to enable Grantee to promptly relocate such Grantee Facilities. Upon request of the Grantee, thirty-percent (30%), sixty-percent (60%) and ninety-percent (90%) design plans shall be provided to the Grantee. The County and the Grantee shall, upon the request of either party, meet to discuss the plans, specifications and schedule of the County project at issue at a mutually agreed time in a location determined by the County.

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 10

- (iii) After receipt of such notice and such plans and specifications, the Grantee shall complete relocation of its facilities within the Public Right-of-Way at least ten (10) days prior to commencement of the construction phase of the County project at no charge, cost or expense to the County, unless otherwise agreed to within a separate agreement executed by both Parties. Relocation shall be accomplished in such a manner as to accommodate the County's project. In the event of an emergency, the Grantee shall relocate the Grantee Facilities at issue within a time period reasonably specified by the County Engineer.
- (iv) The County and the Grantee may, for each individual County project, enter into an agreement for costs incurred by the County for relocation of Grantee's Facilities and associated work tied to the relocation.
- (v) In the event of an emergency, the Grantee shall relocate the Grantee Facilities at issue within a time period reasonably specified by the County Engineer.

9.7 The Grantee may, after receipt of written notice requesting a relocation of any Grantee Facilities in accordance with Section 9.6, submit to the County proposed written alternatives to such relocation. The County shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the County project. If so requested by the County, the Grantee shall submit additional information to assist the County in making such evaluation. The County shall give each alternative proposed by the Grantee full and fair consideration. Where, upon the request of the Grantee, the County incurs additional costs in performing any maintenance, operation, or improvement of or to public facilities due to measures taken by the County to avoid damaging or to otherwise accommodate one or more Grantee Facilities, the Grantee shall reimburse the County for the full amount of such additional costs promptly upon receiving the County's invoice for same. In the event the County ultimately determines that there is no reasonable or feasible alternative to relocation, the Grantee shall relocate the Grantee Facilities at issue as otherwise provided in this Section 9.

9.8 The provisions of this Section 9 shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of any Grantee Facility by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County-owned, operated or maintained facilities, provided that such arrangements do not unduly delay any County projects. The Grantee shall provide certified record drawings (or as-built drawings) detailing the location of Grantee's Facilities within the Public Right-of-Way required to be relocated or removed for the purpose of the non-County project.

9.9 Should relocation be required for a County project pursuant to this Section 9, the Grantee shall be responsible for timely relocation of the Grantee Facilities at issue and the coordination of such relocation with the County (or the County's contractor for the County project). The Grantee shall be fully responsible for the costs of any delays to County projects resulting from relocations of any Grantee Facilities.

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 11



9.10 In the event of a conflict between this Section 9 and the specific terms of any existing real property interests and rights owned by the Grantee, such as a utility easement or other servitude, the terms of this Section 9 shall be subject to the specific terms of the real property interests and rights owned by the Grantee unless and until those rights are extinguished or amended (i) by mutual agreement, (ii) pursuant to a judicial condemnation order, (iii) by negotiated sale of said property rights between Grantee and the County in-lieu of condemnation, or (iv) by any other lawful means.

**Section 10. Undergrounding of Grantee Facilities.**

10.1 The undergrounding requirements of this Section 10 shall apply where the Grantee Facilities consist of cable or any other facilities, equipment or systems which are reasonably capable of being placed underground. Where the Grantee Facilities consist of antennae or other facilities, equipment or systems which are required to remain above ground in order to be functional, the terms and conditions of this Section 10 shall not apply.

10.2 In any area of the County in which there are no aerial facilities other than antennae or other facilities required to remain above ground in order to be functional, or in any area in which telephone, electric power wires or other cables have been placed underground, the Grantee shall not be permitted to erect poles or to run or suspend wires, cables or other similar facilities thereon, but shall lay all such wires, cables or other facilities underground in the manner required by the County. The Grantee acknowledges and agrees that, even if the County does not require the undergrounding of all or any portion of the Grantee Facilities at the time the Grantee applies for the applicable right-of-way use permit, the County may, at any time in the future, and in the County's sole and absolute discretion, require the Grantee to convert all or any portion of the aerial Grantee Facilities to underground installation at the Grantee's sole cost and expense.

10.3 Whenever the County may require the undergrounding of the aerial facilities in any area of the County, the Grantee shall underground the aerial Grantee Facilities in that area of the County in the manner specified by the County, and concurrently with the other affected facilities. Where other facilities are present or proposed and involved in the undergrounding project, the Grantee shall only be required to pay its fair share of common costs borne by all facilities, in addition to the costs specifically attributable to the undergrounding of the Grantee Facilities. "Common costs" shall include necessary costs not specifically attributable to the installation or undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of the Grantee Facilities being installed or undergrounded in comparison to the total number and size of all other utility facilities being installed or undergrounded.

**Section 11. Maintenance of Grantee Facilities.**

11.1 The Grantee shall maintain all Grantee Facilities in good condition and repair, in accordance with industry accepted best practices.

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 12

11.2 The Grantee shall take necessary steps to maintain a reasonably clear area around all Grantee Facilities installed above ground within Public Rights-of-Way. A minimum of five (5) feet of clearance will be maintained around each such object and a flexible marker, meeting American Public Works Association (APWA) uniform color code requirements, shall be placed so as to provide clear visibility from the roadway for County operations and maintenance. The County shall not be held liable for damage to Grantee's Facilities, should they not be visible during the County's operations and maintenance activities. Prior to using any chemical sprays within the Public Rights-of-Way to control or kill weeds and brush, the Grantee must obtain the County's permission. The County may limit or restrict the types, amounts, and timing of applications provided such limitations or restrictions are not in conflict with State law governing utility right-of-way maintenance. Grantee shall comply with all local laws and regulations with respect to trimming of trees and shrubbery and with all generally applicable landscaping regulations.

**Section 12. Hazardous Materials.**

12.1 The County understands and agrees that the Permitted Use contemplated by the Grantee involves the use by Grantee of certain chemicals and/or materials within the Public Rights-of-Way that are classified as hazardous or otherwise harmful to life, health and/or safety (any such chemical or material, a "Hazardous Material") under one or more applicable federal, state or local laws, rules, regulations or ordinances (collectively, the "Hazardous Materials Laws"). The Grantee shall be permitted to use such Hazardous Materials within the Public Rights-of-Way as are reasonably necessary for the Grantee's conduct of the Permitted Use and which are customary for the industry in which the Grantee is engaged; PROVIDED, however, that the Grantee's use of any such Hazardous Materials within the Public Rights-of-Way shall at all times be undertaken in full compliance with all Hazardous Materials Laws, including any orders or instructions issued by any authorized regulatory agencies.

12.2 The Grantee covenants and agrees that it will neither cause nor permit, in any manner, the release, discharge, seepage or spill of any Hazardous Material in, on, under, above, across, through or around any portion of any Public Right-of-Way or property adjacent thereto, whether public or private, in violation of any applicable Hazardous Materials Law. Any such release, discharge, seepage or spill of any Hazardous Material within the Public Rights-of-Way that is in violation of any applicable Hazardous Materials Law and is caused by Grantee Party (as defined in Section 16.1) is referred to as a "Release."

12.3 Should a Release occur, the Grantee shall immediately upon receiving notice thereof provide written notice of the Release to the County and the Washington State Department of Ecology. Notwithstanding the Grantee's obligation to completely remediate same, in the event of any Release by a Grantee Party, the County may, but is not required, in the interest of protecting the health, safety, welfare and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to contain, clean up or remediate the Release at issue. Should the County choose to take any actions pursuant to the preceding sentence, the County shall

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 13

be entitled to repayment from the Grantee of any and all reasonable costs and expenses incurred by the County in performing such actions.

12.4 Should the Grantee cause a Release as described in Section 12.2 above, failure to promptly comply with all orders or instructions lawfully issued by any authorized regulatory agencies regarding clean-up and remediation shall constitute a material breach of this Franchise, and the County Council may terminate the Franchise in accordance with Section 24.

**Section 13. Dangerous Conditions, Authority for County to Abate.**

13.1 Whenever the Grantee's excavation, construction, installation, relocation, maintenance, repair, abandonment, or removal of Grantee Facilities authorized by this Franchise has caused or contributed to a condition that, in the reasonable opinion of the County Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Engineer may direct the Grantee to remedy the condition or danger to the satisfaction of the County Engineer, within a specified period of time and at the Grantee's sole cost and expense.

13.2 In the event that the Grantee fails or refuses to promptly take the actions directed by the County Engineer, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, in accordance with Section 13.1 above, the County may enter upon the property and take such actions as are reasonably necessary to protect the public, to protect the adjacent roads, or road facilities, to maintain the lateral support thereof, or to ensure the public safety, and the Grantee shall be liable to the County for all reasonable costs and expenses incurred by the County in performing such actions.

**Section 14. Removal of Grantee Facilities; Abandonment of Grantee Facilities.**

14.1 In no event may all or any portion of any Grantee Facility located in, on, under, over, across or through the public right-of-way be abandoned or temporarily abandoned in place by the Grantee without the express written consent of the County. Should the Grantee desire to deactivate, abandon, or temporarily abandon in place all or any portion of the Grantee Facilities, the Grantee shall request the County's permission to do so by delivering a written request to the County not later than thirty (30) days after the date on which the Grantee discontinues use of any Grantee Facilities for any reason or this Franchise expires or terminates, whichever is earlier. The Grantee's request shall specify which Grantee Facilities the Grantee desires to deactivate or abandon in place. Within a reasonable time after the date on which the County receives the Grantee's written request, the County shall deliver a written response to the Grantee setting forth the County's decision, which shall be made in the County's sole and absolute discretion. If the County denies the Grantee's request with respect to all or any portion of the Grantee Facilities at issue, then the Grantee must promptly proceed to remove those Grantee Facilities for which the Grantee's request for abandonment has been denied.

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 14

14.2 If the County grants its approval to the Grantee's request for deactivation or abandonment, either in whole or in part, the County may impose conditions on such approval. The Grantee shall, at its sole cost and expense, as directed by the County, purge the Grantee Facilities that will be deactivated, abandoned, or temporarily abandoned of any product, Hazardous Material and/or other substance so as to render such Grantee Facilities safe in accordance with applicable law or such other standards as may be reasonably deemed appropriate by the County. The County's consent to such action by the Grantee shall not relieve the Grantee of the obligation and/or costs to remove or to alter such Facilities in the future in the event it is reasonably determined by the County that removal or alteration is necessary or advisable for the health and safety of the public, in which case the Grantee shall perform such work at no cost to the County. This paragraph shall survive the expiration, revocation or termination of this Franchise.

14.3 Should the Grantee fail to comply with the requirements of Section 14.1 within a reasonable time after either: (i) the expiration or earlier termination of the Franchise; or (ii) the County's denial of the Grantee's request for permission to deactivate or abandon all or any portion of the Grantee Facilities, the Grantee shall be deemed to have deactivated or abandoned the Grantee Facilities without authorization. In the event of any unauthorized abandonment of all or any portion of the deactivated or abandoned Grantee Facilities by the Grantee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the deactivated or abandoned Grantee Facilities on behalf of the Grantee and restore the Public Rights-of-Way following such removal. Should the County choose to perform any such removal and restoration activities on the Grantee's behalf, the County may dispose of the removed Grantee Facilities in any manner it deems fit and in accordance with applicable laws, and the Grantee shall be liable to the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

**Section 15. Fees, Compensation for Use of Public Rights-of-Way and Taxes.**

15.1 The Grantee shall be subject to all permit fees allowed by law associated with activities undertaken within Public Rights-of-Way through the authority granted to the Grantee by this Franchise or under applicable provisions of the SCC.

15.2 Grantee shall pay itemized costs and expenses incurred by the County in the examination and report of the proposed franchise under SCC 13.80.030(4) and any other fees required under chapter 13.110 SCC.

15.3 In addition, the Grantee shall reimburse the County for any and all documented costs the County reasonably and necessarily incurs in response to an emergency involving any Grantee Facilities. The Grantee shall promptly reimburse the County, upon submittal by the County of an itemized billing, for the Grantee's proportionate share of all actual, identified costs and expenses incurred by the County in repairing any County facility, or altering such County facility if at the Grantee's request, as the result of the presence of any Grantee Facilities in the Public Right-of-

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 15

Way. Such costs and expenses shall include, but not be limited to, the Grantee's proportionate share of the costs of County personnel assigned to review construction plans or to oversee or engage in any work in the Public Right-of-Way as a result of the emergency and the presence of the Grantee Facilities in the Public Right-of-Way. Any and all costs will be billed on an actual cost basis. The billing may be on an annual basis, but the County shall provide the Grantee with the County's itemization of costs at the conclusion of each project for informational purposes.

**Section 16. Hold Harmless and Indemnification.**

16.1 General Indemnification. Grantee agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, authorized agents, and authorized volunteers (collectively, the "County Parties") from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of the acts or omissions of Grantee or authorized agents, employees, and contractors (collectively, "the Grantee Parties"). This covenant of indemnification shall include, but not be limited to, any and all claims, demands, liability, suits, and judgments arising out of, or by reason of, any construction, excavation, erection, placement, operation, maintenance, repair or reconstruction of Grantee's Facilities, or any other act done within the Franchise Area under this Franchise. Grantee shall consult and cooperate with the County while conducting its defense of the County. Said indemnification obligations shall extend to any settlement made by Grantee.

16.2 Indemnification for Relocation. Grantee shall indemnify, defend and hold harmless the County Parties for any damages, claims, additional costs, or expenses payable by the County related to, arising out of, or resulting from Grantee's failure to timely remove, adjust or relocate any of its facilities in the Rights-of-Way in a in accordance with any relocation required under this Franchise. Pursuant to Section 16.1, the provisions of this Section 16.2 shall specifically include, but are not limited to, claims for delay, damages, and/or additional costs asserted by any contractor performing public work for or on behalf of the County.

16.3 Indemnification for Hazardous Materials. Grantee shall indemnify, defend and hold harmless the County Parties from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, or other costs and expenses (including, without limitation, attorneys' and other professional fees and disbursements) that may be imposed on, incurred or paid by, or asserted against the County by reason of, or in connection with the acts or omissions of Grantee Parties resulting in the release, discharge, seepage or spill of any Hazardous Material in, on, under, above, across, through or around any portion of any Public Rights-of-Way or property adjacent thereto, whether public or private, in violation of any applicable Hazardous Materials Law.

16.4 Procedures and Defense. If a claim or action arises, the County or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. The County may participate in the defense of a claim and, in any event, Grantee may not

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 16

agree to any settlement of claims financially affecting the County without the County's written approval that shall not be unreasonably withheld.

16.5 Duty of Defense. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 16.

16.6 Duty to Give Notice. The County shall give Grantee prompt written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section 16. The County's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the County shall cooperate fully therein.

16.7 Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as in the event of a conflict of interest between the County and the counsel selected by Grantee to represent the County, Grantee shall select other counsel without conflict of interest with the County.

16.8 Prior Franchises. The grant of this Franchise shall have no effect on Grantee's duty under the Prior Franchises to indemnify or insure the County against acts and omissions occurring during the period that the Prior Franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under Prior Franchises.

16.9 Waiver of Title 51 RCW Immunity. Grantee's indemnification obligations shall include indemnifying the County for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the County arising by virtue of Grantee's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. The obligations of Grantee under this Section 16.9 have been mutually negotiated by the parties hereto.

16.10 Concurrent Negligence. In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 16.10 shall apply. Liability for damages arising out of bodily injury to persons, death, or damages to property caused by or resulting from the concurrent negligence of the Grantee Parties and the County Parties, Grantee's liability shall be only to the extent of Grantee Parties' negligence.

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 17

16.11 Inspection. The County's permitting approval, inspection, lack of inspection, or acceptance of any work performed by the Grantee Parties in connection with work authorized on Grantee's Facilities, pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise, shall not be grounds for avoidance of any of the indemnification, defense and hold harmless obligations contained in this Section 16.

16.12 Cost Recovery. In the event the County incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 16 against the Grantee, all such fees, expenses, and costs shall be recoverable from Grantee if ordered by a court of competent jurisdiction or Grantee agrees that it is obligated under the indemnification.

16.13 Survival. The indemnification, defense and hold harmless obligations contained in this Section 16 for those acts and omissions occurring during the period this Franchise is in effect shall survive the expiration, abandonment or termination of this Franchise.

16.14 Damage to Grantee Facilities. Notwithstanding any other provisions of this Section 16, Grantee assumes the risk of damage to its facilities located in or upon the Public Rights-of-Way from activities conducted by the County Parties, and agrees to release and waive any and all such claims against the County except to the extent any such damage or destruction is caused by or arises from the sole negligence, intentional misconduct or criminal actions of the County Parties. In no event shall the County be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the County Parties' acts or omissions in accordance with this Section 16.14. Grantee further agrees to indemnify, hold harmless and defend the County against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or on behalf of users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the County Parties.

### **Section 17. Limitation of County Liability.**

The County's administration of this Franchise shall not be construed to create the basis for any liability on the part of the County Parties, except for and only to the extent of the County's negligence.

### **Section 18. Insurance.**

#### 18.1 Insurance Requirements

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 18

A. Insurance Required

Grantee shall procure, and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Grantee, its agents, representatives, employees and/or contractors /subcontractors. The Grantee or contractor/subcontractor shall pay the costs of such insurance. The Grantee shall furnish separate certificates of insurance and policy endorsements from each contractor/subcontractors as evidence of compliance with the insurance requirements of this Franchise.

The Grantee is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Grantee, its agents, employees, officers, contractor/subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Franchise.

Each insurance policy shall be written on an “occurrence” form; except that insurance on a “claims made” form may be acceptable with prior County approval. If coverage is approved and purchased on a “claims made” basis, the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Franchise termination, and/or conversion from a “claims made” form to an “occurrence” coverage form.

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

B. Risk Assessment by Grantee

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Grantee under this Franchise, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Grantee. The Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.



C. Minimum Scope and limits of Insurance. Coverage shall be at least as broad as and with limits not less than the following:

(i) General Liability

Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY including XCU coverage: \$5,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$5,000,000 aggregate limit.

(ii) Automobile Liability

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the appropriate coverage provided by symbols 2, 7, 8, or 9: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.

(iii) Workers’ Compensation

Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or “Other States” state law: Statutory requirements of the state of residency.

(iv) Stop Gap/Employers Liability

Coverage shall be at least as broad as the indemnification, protection provided by the Workers’ Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy: \$1,000,000.

D. Minimum Limits of Insurance - Construction Period

Prior to commencement of Construction and until Construction is complete and approved by the Grantee and the County, the Grantee shall cause the Construction Contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. The Grantee and the County shall be named as additional insureds on liability policies except Workers Compensation and Professional Liability. The cost of such insurance shall be paid by the Grantee and/or any of the Grantee’s contractor/subcontractors. The Grantee shall cause the Construction Contractor and related professionals to maintain limits no less than the following:

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 20

- (i) Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$5,000,000 in the aggregate.
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iv) Workers Compensation: Statutory requirements of the state of residency.
- (v) Stop Gap or Employers Liability Coverage: \$1,000,000.

E. Deductibles and Self-Insured Retentions

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

F. Other Insurance Provisions

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

- (i) All Liability Policies except Professional and Workers Compensation.
  - a. The County, its officers, officials, employees, and agents are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the Grantee/contractor in connection with this Franchise. Such coverage shall include Products-Completed Operations.
  - b. To the extent of the Grantee's/contractor's negligence, the Grantee's/contractor's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Grantee's insurance or benefit the Grantee in any way.
  - c. The Grantee's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- (ii) All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

In the event of said cancellation or intent not to renew, the Grantee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in suspension of the Franchise.

G. Acceptability of Insurers

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

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

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

H. Verification of Coverage

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

I. Subcontractors

The Grantee shall include all subcontractors as insured under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Grantee is relying on the insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this Franchise, then such requirements and documentation shall be subject to all of the requirements stated herein.

J. Insurance Review

In consideration of the duration of this Franchise, the parties agree that the Insurance section herein, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 22

with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the Grantee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

18.2 Grantee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Grantee before commencement of the work.

18.3 In satisfaction of the insurance requirements set forth in this Section 18, Grantee may self-insure against such risks in such amounts as are consistent with good utility practice. Grantee shall provide the County with reasonable written evidence that Grantee is maintaining such self-insurance.

**Section 19. Security Device.**

In accordance with RCW 36.32.590 and SCC 13.10.104(4), Grantee is a unit of local government and shall not be required to secure the performance of a County-issued permit with a surety bond or other financial security device.

**Section 20. Annexation.**

If any Public Right-of-Way, or portion thereof, is incorporated into the limits of any city or town, it shall not be subject to the terms of this Franchise.

**Section 21. Vacation.**

If any Public Right-of-Way, or portion thereof, is vacated, it shall not be subject to the terms of this Franchise. The County may retain a utility easement as allowed under RCW 36.87.140 when a Public Right-of-Way, or portion thereof, is vacated. The Grantee may request the County retain a utility easement; however in no case shall the County be obligated to retain such an easement. The County shall not be liable for any damages or loss to the Grantee by reason of such vacation and termination.

**Section 22. Assignment.**

22.1 Neither this Franchise nor any interest therein shall be leased, sold, partitioned, transferred, assigned, disposed of, or otherwise subject to a change in the identity of the Grantee (each such activity, a "Transfer"), in whole or in part, in any manner, without the prior written consent of the County Council by motion duly passed for that purpose. Should any such Transfer be approved by the County, then each and every one of the provisions, conditions, regulations and requirements

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 23

contained in this Franchise shall be binding upon the approved transferee beginning on the date of the Transfer, and all privileges, as well as all obligations and liabilities of the Grantee shall inure to such transferee equally as if such transferee was specifically mentioned wherever the Grantee is named herein.

22.2 In the case of a Transfer to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. The Grantee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

22.3 Any attempt by Grantee to Transfer this Franchise in violation of this Section 22 shall constitute a material breach by Grantee.

**Section 23. County Enforcement of Franchise; No Waiver.**

23.1 If the County reasonably believes that Grantee has failed to perform any obligation under this Franchise, the County and Grantee agree to use the franchise dispute resolution process in SCC 13.80.125.

23.2 In the event of a conflict between this Franchise and SCC 13.80.125, the provisions of this Franchise shall govern and the Snohomish County Hearing Examiner ("Hearing Examiner") shall have the authority to resolve any discrepancies.

23.3 The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the County.

23.4 In the event Grantee does not cure a Franchise violation in accordance with the terms of a written order to comply with the terms of the Franchise issued by the County Engineer, or any amendments thereto, including any amendments following an appeal by the Grantee to the Hearing Examiner under SCC 13.80.125, then the County may:

23.4.1 Recommend the revocation of this Franchise pursuant to the procedures in section 24; or,

23.4.2 Pursue any other legal or equitable remedy available under this Franchise or any applicable laws.

23.5 In addition to the remedies provided herein, the County reserves the right to pursue any remedy authorized by law to compel Grantee, and/or its permitted successors or assigns, to comply with the terms of this Franchise, including the recovery of damages to or costs incurred by the County by reason of Grantee's failure to comply with the terms of this Franchise.

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 24

23.6 The pursuit of any right or remedy by the County under this Section 23 shall not prevent the County from thereafter declaring a forfeiture or revocation of this Franchise for breach of the conditions herein.

23.7 Failure of the County to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County from pursuing such right or remedy at any future time.

23.8 Nothing in this Franchise is or was intended to confer third-party beneficiary status on any person or entity to enforce the terms of this Franchise.

**Section 24. Termination, Revocation, and Forfeiture.**

If the Grantee (i) defaults on any material term or condition of this Franchise; (ii), willfully violates or fails to comply with any of the provisions of this Franchise; or, (iii) through willful misconduct or gross negligence fails to heed or comply with any notice given the Grantee by the County under the provisions of this Franchise, then the Grantee shall, at the election of the County Council, forfeit all rights conferred hereunder and the Franchise may be terminated by the County Council using the process described in SCC 13.80.130. Upon termination for any cause, all rights of the Grantee granted hereunder or under any right-of-way use permit shall cease, and the Grantee shall immediately commence to remove or, with approval of the County Engineer, abandon in place all of the Grantee Facilities from the Public Rights-of-Way in accordance with Section 14 above.

**Section 25. County Ordinances and Regulations – Reservation of Police Power.**

Nothing in this Franchise shall restrict the County’s ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise, including, but not limited to, any ordinances adopted under the County’s police powers in the interest of public safety and for the welfare of the public. The County shall have the authority at all times to control by appropriate regulations, including design standards, and utility accommodation policies, the location, elevation, manner of construction, and maintenance of any Grantee Facilities located within any Public Right-of-Way, and the Grantee shall promptly conform with all such regulations, unless compliance would cause the Grantee to violate other requirements of law. In the event of a conflict between the regulatory provisions of this Franchise and any other ordinance(s) enacted under the County’s police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

**Section 26. Eminent Domain, Powers of the People.**

This Franchise is subject to the power of eminent domain and the right of the County Council or the people acting for themselves through initiative or referendum to repeal, amend or modify the

Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

**Section 27. Survival and Force Majeure.**

27.1 Until such time as all of the Grantee Facilities have been removed from the Public Rights-of-Way in accordance with Section 14.1 above, or have been deactivated or abandoned in place in accordance with Sections 14.2 and 14.3 above, all of the provisions, conditions and requirements contained in the following sections of this Franchise shall survive the expiration, revocation, forfeiture or early termination of the Franchise: (i) Section 4 (Regulation of Use; Permits Required); (ii) Section 5 (Emergency Work); (iii) Section 6 (Compliance with Applicable Laws; Performance Standards); (iv) Section 7 (Restoration of Public Rights-of-Way); (v) Section 8 (Record Plans, Record Drawings, and Records of Grantee Facility Locations); (vi) Section 10 (Undergrounding of Grantee Facilities); (vii) Section 12 (Hazardous Materials); (viii) Section 13 (Dangerous Conditions, Authority for County to Abate); (ix) Section 14 (Removal of Grantee Facilities; Abandonment of Grantee Facilities); (x) Section 15 (Fees, Compensation for Use of Public Rights-of-Way and Taxes); (xi) Section 16 (Hold Harmless and Indemnification); (xii) Section 17 (Limitation of County Liability); (xiii) Section 18 (Insurance); (xiv) Section 19 (Performance Security); and (xv) Section 23 (County Enforcement of Franchise; No Waiver).

27.2 After such time as all Grantee Facilities have been either removed from the Public Rights-of-Way or abandoned/deactivated in place to the County's satisfaction pursuant to Section 14 above, or ownership of the Facilities transferred to the County, only the following provisions shall survive the expiration or earlier termination of the Franchise: (i) Section 8 (Record Plans, Record Drawings, and Records of Grantee Facility Locations); (ii) Section 12 (Hazardous Materials); (iii) Section 16 (Hold Harmless and Indemnification); and (iv) Section 17 (Limitation of County Liability).

27.3 If the Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason of a Force Majeure, then Grantee's performance shall be excused during a Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform its obligations in an orderly and expedited manner using industry accepted best practices. Grantee's performance shall not be excused by economic hardship nor by the misfeasance or malfeasance of its directors, officers, or employees.

27.4 For the purposes of this Franchise, "Force Majeure" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen) that delays or prevents performance by the Grantee of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the Grantee and shall include, without limitation, all of the following events and circumstances: (i) acts of nature, including volcanic eruption, landslide, earthquake, flood, lightning, tornado or other unusually severe storm or environmental conditions, perils of the sea, wildfire or any other natural disaster; (ii) acts of

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 26

public enemies, armed conflicts, act of foreign enemy, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage; (iii) any form of compulsory government actions, acquisitions or condemnations, changes in applicable law, export or import restrictions, customs delays, rationing or allocations; (iv) accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantine or criminal acts; (v) inability, after the use of commercially reasonable efforts, to obtain from any governmental authority any permit, approval, order, decree, license, certificate, authorization or permission to the extent required by applicable law; (vi) inability, after the use of commercially reasonable efforts, to obtain any consent or approval required by the Franchise; and (viii) third-party litigation contesting all or any portion of the Franchise or Grantee's rights under this Franchise.

**Section 28. Governing Law and Stipulation of Venue.**

This Franchise and all use of Public Rights-of-Way granted herein shall be governed by the laws of the State of Washington, unless preempted by federal law. Any action relating to this Franchise shall be brought in the Superior Court of Washington for Snohomish County, or in the case of a federal action, the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

**Section 29. Title VI Assurances and Non-Discrimination.**

29.1 The following assurances are required by the Washington State Department of Transportation (WSDOT) Local Agency Guidelines Manual (Publication Number M 36-63) as a condition to Snohomish County's receipt of Federal financial assistance from the U.S. Department of Transportation (USDOT), through WSDOT. The text of Standard Assurance Appendix D, Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program, comes from the USDOT Standard Title VI/Non-Discrimination Assurances (WSDOT Form APP28.94) with minor revisions for clarity.

29.2 Within this Section 29, the following statutory and regulatory authorities are referred to as the "Acts" and "Regulations": (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); (ii) 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964); and (iii) 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

29.3 The Grantee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Public Rights-of-Way as that term is defined in this Franchise, (2) that in the construction of any improvements

ORDINANCE NO. 23-088

GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF MARYSVILLE

pg. 27



on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the Public Rights-of-Way in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

29.4 In the event of breach of any of the above Non-discrimination covenants, the County will have the right to terminate the Franchise in accordance with the provisions of this Franchise.

**Section 30. Severability.**

If any section, sentence, clause, phrase or provision of this Franchise or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, phrase or provision of this Franchise nor the application of the provision at issue to any other person or entity.

**Section 31. Notice and Emergency Contact.**

31.1 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by one of the following methods:

31.1 Personal service; or

31.2 Service by mailing two (2) copies, postage prepaid, one by ordinary first class mail and the other by certified mail, return receipt requested and addressed as provided below. Service by mail shall be presumed effective upon the third business day following the day upon which the notice was placed in the mail.

To the County:

Snohomish County  
Department of Public Works  
3000 Rockefeller Avenue, M/S 607  
Everett, WA 98201  
Attn: Right-of-Way Coordinator

To the Grantee:

City of Marysville  
80 Columbia Ave.  
Marysville, WA 98270  
Attn: Jeff Laycock

The Grantee shall also provide the County a current emergency contact name (or title) and phone number available 24-hours a day, seven days a week. The Grantee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

**Section 32. Acceptance.**

Within ninety (90) days after the passage and approval of this Franchise by the County Council, the Franchise may be accepted by the Grantee by its filing with the County Council an unconditional written acceptance thereof. Failure of the Grantee to so accept the Franchise within said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall automatically cease and terminate, unless the time period is extended by motion duly passed for that purpose.

**Section 33. Effective Date.**

This Franchise shall take effect, if at all, on the date on which each and every one of the following conditions have been met (the "Effective Date"): (i) ten (10) days have passed since the County Executive executed this Franchise, or this ordinance was otherwise enacted; (ii) the Grantee executes a copy of this Franchise and returns it to the County Council within the time provided in Section 32 above; (iii) the Grantee presents to the County acceptable evidence of insurance as required in Section 18 above; and (iv) the Grantee pays all applicable fees as set forth in Section 15 above.

PASSED this 4<sup>th</sup> day of October, 2023.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

Jared Mead  
Council Chair

ATTEST:

M. Glendon  
Deputy Clerk of the Council

- APPROVED
- VETOED
- EMERGENCY

[Signature]  
Snohomish County Executive

DATE: October 4, 2023

ATTEST:

Melissa Geraghty

Approved as to Form Only:

[Signature]  
Deputy Prosecuting Attorney

Date: 08/10/2023

ORDINANCE NO. 23-088  
GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC  
ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF  
MARYSVILLE pg. 30

**ACCEPTANCE:**

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, the City of Marysville covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the Snohomish County Charter, Snohomish County Code, and this Franchise.

Dated: \_\_\_\_\_, 20\_\_\_\_      CITY OF MARYSVILLE\_\_\_\_\_

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

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

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

**CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:**

I certify that I have received confirmation that: (1) the Grantee returned a signed copy of this Franchise to the County Council within the time provided in Section 32; (2) the Grantee has presented to the County acceptable evidence of insurance as required in Section 18 of this Franchise; and (3) the Grantee has paid all applicable processing costs and fees as set forth in Section 15 of this Franchise.

**THE EFFECTIVE DATE OF THIS ORDINANCE IS:**

\_\_\_\_\_

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

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

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

ORDINANCE NO. 23-088  
GRANTING A NON-EXCLUSIVE FRANCHISE AUTHORIZING LIMITED USE OF THE PUBLIC  
ROAD RIGHTS-OF-WAY IN SNOHOMISH COUNTY, WASHINGTON TO THE CITY OF  
MARYSVILLE

**COUNTY ENGINEER’S REPORT**  
**FRANCHISE – WATER & SEWER FACILITIES**  
**CITY OF MARYSVILLE**

Pursuant to chapter 36.55.010 Revised Code of Washington (RCW), Section 9.20 Snohomish County Charter, and Title 13 of the Snohomish County Code (SCC), the City of Marysville has applied to Snohomish County (the “County”) for a franchise to construct, maintain, operate, replace, and repair its water distribution and wastewater conveyance facilities in County public rights-of-way, and for no other purpose or use whatsoever. Chapter 36.55 RCW and Snohomish County Charter Section 9.20 authorize the County to grant nonexclusive franchises for use of County public rights-of-way. Snohomish County’s franchise procedure is contained in Chapter 13.80 SCC. The County Engineer has examined the application and submits the following report to council in accordance with SCC 13.80.040.

**FINDINGS**

**1. Applicant**

The City of Marysville (“the City”), is a Washington municipal corporation that incorporated in 1891 and provides water and wastewater services to customers within the City limits and the City’s surrounding urban growth area in unincorporated Snohomish County, encompassing an approximate area of 25 square miles. The City was previously granted water franchises by Snohomish County via Ordinance 02-045 approved on October 16<sup>th</sup>, 2002 and recorded under Auditor’s File Number 200303240705, which expired on March 10<sup>th</sup>, 2018.

**2. Description of County Roads Included in the Proposed Franchise**

The proposed franchise includes all county rights-of-way located in the portions of unincorporated Snohomish County as shown in Exhibit A and within the township, range, and section below:

<u>Township</u>	<u>Range</u>	<u>Sections</u>
29N	5E	1, 2, 3, 4, 10, 11, 12
30N	5E	1-4, 9-16, 20-29, 31-36
31N	4E	23, 24, 25
31N	5E	17, 19-21, 27-36

**3. Description of Facilities**

The City’s municipal water is supplied the Edward Spring Wells, the Lake Goodwin Well, the Sunnyside Well, the Stillaguamish River, and also delivered from the City of Everett through a Joint Operating Agreement. The City owns and maintains the storage, transmission and

distribution systems within its service area with pipes primarily composed of cast iron and ductile iron pipe along with lesser amounts of galvanized iron, PVC, and asbestos cement. The City wastewater conveyance system is comprised of a network of gravity mains, force mains, and lift stations to move flows to the wastewater treatment plant located on the south side of the City along Ebey Slough.

Work proposed in the county right-of-way would consist of the construction, operation, and maintenance of the water and sewer facilities, such as water mains, water services, fire hydrants, blow-offs, sample stations, sewer mains, and sewer laterals that provide service to customers. Facility access is needed for reading water meters, fire hydrants usage, routine maintenance, and emergency repairs. All work shall be performed in compliance with all federal, state and local laws, rules and regulations (including, but not limited to, the County's comprehensive plan, zoning code, and other development regulations) that are applicable to any and all work or other activities performed by the District pursuant to or under authority of the Franchise as more fully described within the proposed franchise and Section 6 of this report.

#### **4. Insurance**

The City has agreed to obtain and maintain insurance for the term of the franchise in accordance with SCC 13.10.100 and Section 18 of the franchise. The Risk Management Division has reviewed and approved the insurance requirements in the proposed franchise. As provided in franchise Section 33, the franchise will not take effect until the City provides evidence of insurance acceptable to the Risk Management Division.

#### **5. Term of Franchise**

The initial term of the proposed franchise is for a period of ten (10) years (the "Initial Term"), beginning on the Effective Date as defined in Section 33 of the franchise, and automatically renew for an additional term of ten (10) years (the "Extended Term"). The County would have the right to unilaterally open negotiations with the City at any time after the Initial Term, as more fully described in franchise Section 3.3.

#### **6. Provisions of Franchise**

Under the proposed franchise, the City will:

- Obtain a right-of-way permit pursuant to Title 13 SCC prior to commencing any work within the public rights-of-way, as more fully described in franchise Section 4.
- Comply with the requirements of State law, County Charter, Title 13 SCC, the Engineering Design and Development Standards (EDDS), the county's Utility Accommodation Policy, and all right-of-way use permit application, review and construction standards, as more fully described in franchise Section 6.
- Promptly, at its own expense, relocate or remove its facilities from county rights-of-way when the County Engineer determines that it is necessary due to: traffic conditions; public safety; dedications, improvements and vacations of rights-of-way; and other reasons more fully described in franchise Section 9.

- Not in any event abandon in place all or a portion of their facilities without the express written consent of the county as more fully described in franchise Section 14.
- Compensate the county for its administrative expenses in preparing and processing the proposed franchise, as more fully described in franchise Section 15.2.
- Indemnify, defend and hold harmless any County Party from any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of its use of public rights-of-way under the proposed franchise, as more fully described in franchise Section 16.
- Provide the county with adequate insurance appropriate for a water-sewer system franchise, as more fully described in franchise Section 18.
- Not assign any franchise rights or obligations without prior written consent of the county, as more fully described in franchise Section 22.
- Comply with Title VI Assurances and Non-Discrimination requirements, as more fully described in franchise Section 29.

### **COUNTY ENGINEER’S RECOMMENDATION**

Based on the foregoing findings and pursuant to SCC 13.80.040, the County Engineer recommends the County Council grant a right-of-way franchise to the City of Marysville with an initial term of ten (10) years and an automatic renewal for an additional term of ten (10) years, under the terms and conditions of County Charter, County Code and the proposed ordinance granting a franchise.

SNOHOMISH COUNTY PUBLIC WORKS

**McCormick,  
Douglas**

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Douglas  
Date: 2023.08.24 09:54:20  
-07'00'

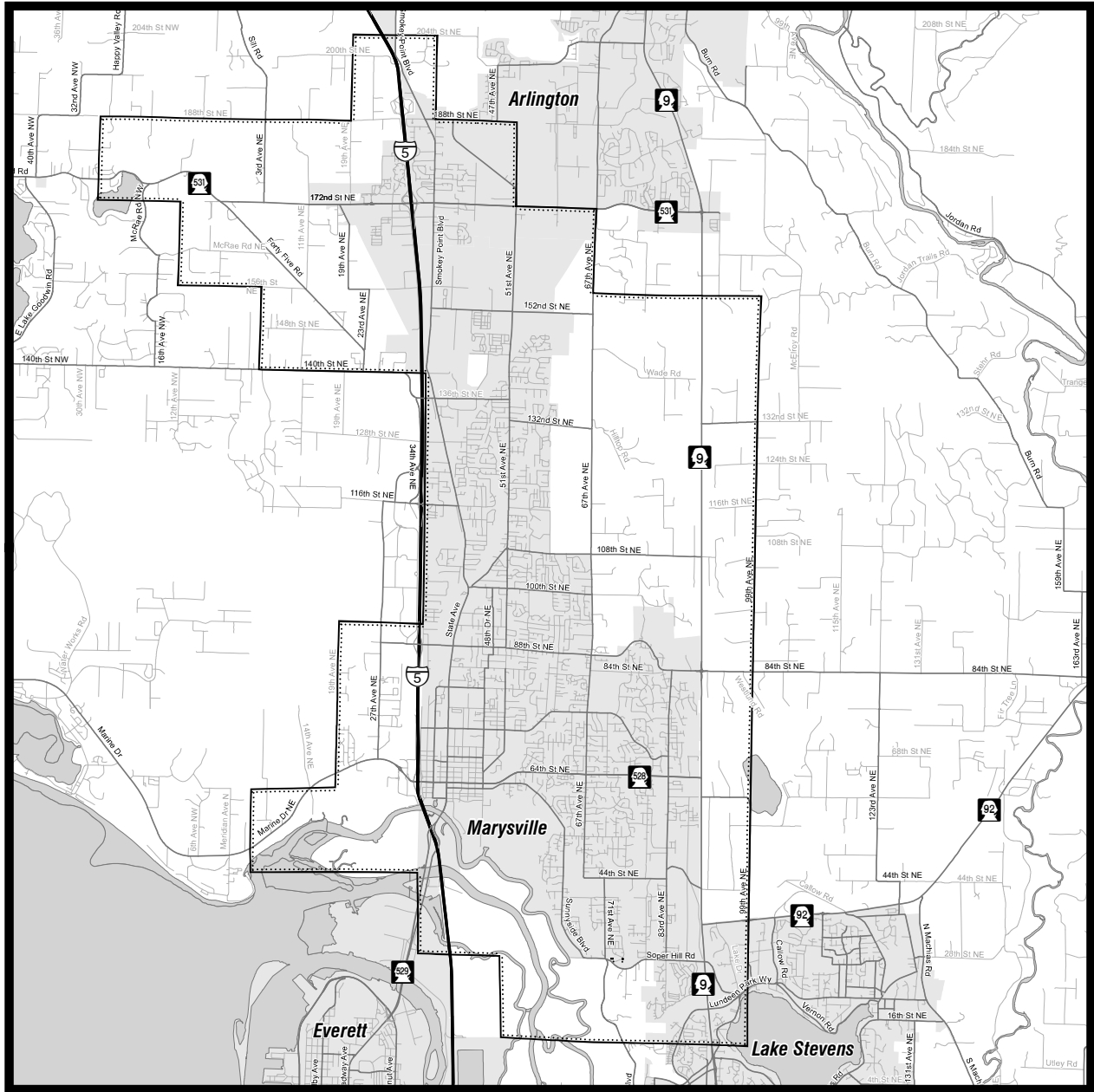
\_\_\_\_\_  
Douglas W. McCormick, P.E.      Date  
Deputy Director/County Engineer

Prepared by:

**Chesterfield,  
Brook**

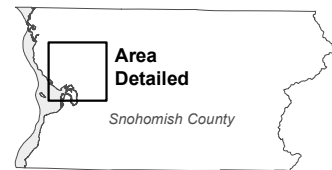
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Chesterfield, Brook  
Date: 2023.08.22 12:48:24  
-07'00'

\_\_\_\_\_  
Brook Chesterfield, P.E.      Date  
Special Projects Coordinator



**Key to Features:**

- ..... Franchise Service Area
- Arterial Roads
- Unincorporated Snohomish County
- Waterbodies
- Freeways
- Local Roads
- Cities



0 1 Miles

Snohomish County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss, or liability arising from any use of this map.

**Exhibit A. City of Marysville Proposed Franchise Area**

(The proposed franchise applies exclusively to county rights-of-way located in the portions of unincorporated Snohomish County depicted above.)





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Engineering Coordinator Laurie Barbosa, Engineering

**ITEM TYPE:** Agreement

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

**SUBJECT:** Professional Services Agreement with Herrera Environmental Consultants, Inc. for Mother Nature’s Window Engineering Design & Master Planning Services

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Herrera Environmental Consultants, Inc. for engineering design and master planning services related to improvements at Mother Nature’s Window in the amount of \$296,975.00.

**SUMMARY:**

The Mother Nature's Window project will reestablish public access to the park through a phased approach. The first phase will include development of a parking area, recreational improvements and accessibility and safety features that do not currently exist in the park. In conjunction with this effort, a vision and master plan for the park will be developed to guide future improvements.

On July 12, 2023, the City advertised a Request for Proposals, asking firms to submit written proposals by August 2, 2023 stating their qualifications to provide consultant services related to the Mother Nature's Window project. The City received three proposals and the firms were interviewed to further assess their qualifications, project understanding, and proposed approach. Interviews were conducted between August 14, 2023 and August 18, 2023 and the selection committee chose Herrera Environmental Consultants, Inc. as the most qualified firm for the project.

The attached Professional Services Agreement will provide engineering services for the first phase of the project, including permitting, design and construction support, and master planning services for the overall park. It is in staff's opinion that the negotiated scope and fee of \$296,975.00 demonstrate a clear approach to meet the project needs and schedule. This amount will be reimbursable through funds obtained from a Housing & Urban Development (HUD) grant.

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**ATTACHMENTS:**

[P1503\\_PSA\\_Herrera\\_r1\\_Herrera Signed.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND HERRERA ENVIRONMENTAL CONSULTANTS, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Herrera Environmental Consultants, Inc. (Herrera), a professional engineering and landscape architecture services provider, organized under the laws of the state of Washington, located and doing business at 1329 North State Street, Suite 200, Bellingham, Washington 98225 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on Novemeber 13, 2023 and shall terminate at midnight on December 31, 2025. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **two hundred ninety six thousand and nine hundred and seventy five dollars (\$296,975)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

- 4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

#### 4.6 INDEMNITY.

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

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

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

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

\_\_\_\_\_ (City Initials)                      TW (Contractor Initials)

#### 4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.9 INDEPENDENT CONTRACTOR.**

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



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

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

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

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

#### **4.10 EMPLOYMENT.**

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

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

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

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

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

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

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

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

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

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

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

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

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

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

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**

Attn: Sam Adlington, PE

501 Delta Ave

Marysville, WA 98270

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

**HERRERA, INC.**

Attn: Bernie Alanzo, PLA  
1329 N State Street, Suite 200  
Bellingham, WA 98225

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

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

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

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

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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

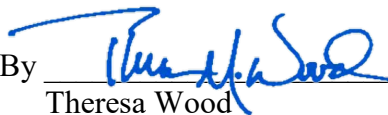
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

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

DATED this 19th day of \_\_\_\_\_ October, 2023.

CONSULTANT

By  \_\_\_\_\_  
Theresa Wood  
Its: Vice President

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**EXHIBIT A**  
**Scope of Services**

## MOTHER NATURE’S WINDOW PARK ENGINEERING DESIGN AND MASTER PLANNING SERVICES

On August 24, 2023, Sam Adlington, Public Works, Marysville, Washington (Client) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to perform visioning, planning, assessment, and engineering services for the City of Marysville, Public Works’ Mother Nature’s Window Park. Herrera will work with a design team to master plan the park site and develop preliminary and final construction and permitting documents needed for development of the park.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

- General Assumptions..... 1
- Task 1.0 – Project Management.....2
- Task 2.0 – HUD Grant Compliance.....3
- Task 3.0 – Park Visioning and Master Planning Services.....5
- Task 4.0 – Plans, Specifications, and Estimates ..... 12
- Task 5.0 – Bid Period Services..... 16
- Task 6.0 – Construction Administration and Phase One Project Close-out ..... 17
- Task 7.0 - On-Call Additional Services ..... 18
- Project Schedule..... 19

### General Assumptions

- The project design (PE) phase tasks will be completed over a 14-month period.
- The project construction (CN) phase tasks will include 8 months of active work.
- The total project duration is no more than 36 months from Notice-to-Proceed.
- The Client will lead any necessary communication with the public and private property owners, except where noted in the scope for the task(s) below.
- No structural engineering services will be required under this contract.
- An electrical engineer will be added to the project to prepare Plans, Specification, and Estimates, provide support during the Bid Period Services, and Construction Administration and Close-out of Phase 1.



## EXHIBIT A - SCOPE OF WORK

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- Herrera will attend meetings via video conferencing except where specifically indicated to be in-person meetings.
- All submittals will be delivered electronically in PDF, XLSX, DOCX, and/or DWG format as applicable. All deliverables during the Plans, Specifications, and Estimates task will be electronic, there will be no hard copy deliverables produced except where specifically indicated in the list of deliverables on a per-task basis.
- One (1) round of comments from the City on draft documents will be incorporated into final versions, except where noted below. The City will have at least ten (10) working days to review and provide comments on draft submittals.
- The project will be developed in two phases of design.
  - Tasks 1.0 through 3.6 will consist of visioning and master planning intended to develop a clearly defined and budgeted project with strong stakeholder support.
  - Tasks 4.0 through 7.0 will focus on design, document, and provide bid period support and construction administration services for one project defined in the first design phase.
- The Phase 1 Park Improvement projects identified in the Master Plan Phase of this contract is included as scoped herein.
- Future phase projects identified in the Master Plan Phase are excluded from this contract.
- During the development of the project, it is possible that not all necessary professional services have been identified or scoped precisely. If supplemental services are required, an additional service will be necessary.

### Task 1.0 – Project Management

Herrera's project manager (Bernie Alonzo) will be responsible for the ongoing administration of the project, as well as coordination of work efforts with the designated Client point of contact (Sam Adlington, P.E., Project Engineer). The Client point of contact will be responsible for routing any reviews and/or approvals within the City.

Herrera's project manager will manage the project team, including the specialty consultants; develop and administer the project management plan; review project progress; and coordinate transmittal the project deliverables. The specialty consultants for the project include:

- Survey – Larry Steele and Associates (LSA)
- Geotechnical – Associated Earth Scientists, Inc. (AESI)
- Lighting – Little Fish Lighting
- Electrical Engineer – TBD

## EXHIBIT A - SCOPE OF WORK

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- Community Outreach - TBD

Herrera's project manager will implement Herrera's quality assurance / quality control review program.

Herrera's project manager will prepare invoices and progress reports. Herrera's project manager will have phone and e-mail contact with the Client and subconsultants on an as-needed basis. Herrera's project manager will work with the Client to prepare a detailed project schedule within 30 days of Notice to Proceed (NTP). The schedule will be kept current as the project develops.

### Assumptions

- Herrera's project manager will prepare biweekly progress summary emails and participate in monthly, 30-minute project management video conferences with the Client. Monthly progress video conferences will be combined with other project meetings to the extent practical.
- 22-month duration of active project work.
- Two (2) updates to the detailed project schedule will be provided at milestones identified/requested by the Client.

### Deliverables

- Monthly progress reports and invoices (PDF).
- Emails with meeting notes and action items from monthly project management video conferences, as requested.
- Detailed project schedule and updates as a Gantt chart, or approved equivalent (MPP, PDF).

## Task 2.0 – HUD Grant Compliance

Herrera will assist the City in complying with the Community Project Funding Grant granted by the US Department of Housing and Urban Development (HUD), grant number B-23-CP-WA-1541.

### Task 2.1 – Background Material Review

Herrera will review the following documents as provided by the City:

- Draft Mother Nature's Window Project Description submitted to HUD, as prepared by the City
- Award Letter B-23-CP-WA-1541
- FY 2023 Grant Guide

## EXHIBIT A - SCOPE OF WORK

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- Grant Agreement B-23-CP-WA-1541
- Assistance/Award Amendment and Grant Fund Obligation Package
- Technical assessments previously performed by the City
- Property information (annexation agreement, deed, and title report)
- HUD guidance on National Environmental Policy Act (NEPA) Categorical Exclusion (CatEx) criteria and documentation requirements

### Deliverables

- Email summary of background material review, including any missing site documentation or outstanding items requiring additional documentation or the City's input.

### Task 2.2 – Compliance Strategy

Herrera will develop a strategy for complying with the terms of the grant that considers NEPA CatEx and SEPA requirements and the 5-year aggregation window terms. Herrera will confirm the type of NEPA CatEx that the project falls into under HUD NEPA guidance and will assist the City in providing any required documentation to HUD to complete NEPA compliance. Herrera will document the strategy in a memo to be executed in Task 3.6. Herrera will confirm the level of SEPA compliance required, which is anticipated to be a SEPA Checklist. The strategy and completion of the SEPA Checklist will be executed in Task 3.6 – Phase 1 Environmental Permitting.

### Assumptions

- Herrera will meet with the City up to twice via video conference to clarify questions and issues in the background materials and the terms of the grant and to develop the compliance strategy.
- The City will finalize the Project Description and submit to HUD for determination of the level of required environmental review for the grant funds once the compliance strategy is finalized. Herrera will provide on-call review and confirmation of the approach prior to submittal.
- The visioning and planning process may consider future projects that would not be eligible for NEPA CatEx.
- The project improvements documented in Tasks 4.0 through Task 7.0 will conform with the HUD requirements for NEPA CatEx.

### Deliverables

- Outline, draft, and final compliance strategy memo (DOCX and PDF).
- Emails with meeting notes and action items from compliance video conferences, as requested.

### Task 3.0 – Park Visioning and Master Planning Services

Mother Nature’s Window Park is an important and much anticipated community resource. Public access to the park has not been possible since its acquisition from Snohomish County by the City.

Developing guiding principles, a shared stakeholder vision, and an actionable plan are the first steps to welcoming the public to the park. The Herrera team will perform the following tasks to establish support the Visioning and Master Planning services phase of the project:

- Building on the mission of the City of Marysville, Parks, Recreation, & Culture Department, collaboratively develop the Vision and Guiding Principles for Mother Nature’s Window Park.
- Prepare the Master Plan Report with clearly delineated project phases.
- Define the Phase 1 Park Improvement Project for further design, development, and documentation.
- Identification where Environmental Assessments may be required due to grant funding sources, and a strategy/timeline for park development to mitigate/reduce the need for additional assessments
- Site Survey
- Geotechnical Report
- Lighting Concept
- Environmental Permitting

### Task 3.1 – Park Vision and Master Plan Document

Herrera will work closely with the Client and community stakeholders to define a vision for the park and guiding principles that are deeply meaningful to the community through a collaborative process including workshops and public outreach and engagement methods.

The core goal of the visioning and planning process is to develop a systematic plan that maximizes the park, recreation, trails and natural open space opportunities for residents while maintaining the natural setting of the park to the extent practicable. A core goal is to provide access to the park while protecting and enhancing the health of the existing woodlands.

## EXHIBIT A - SCOPE OF WORK

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To begin, Herrera will review existing resource documents provided by the City and work with the Client to identify the key stakeholders.

Herrera will facilitate three visioning and master planning work sessions to develop the vision and master plan.

- Workshop One: key stakeholders visioning and core principles
- Workshop Two: applying the vision and principles to develop the master plan
- Workshop Three: refining the vision and master plan

The workshops will engage key stakeholders and occur four to six weeks apart during the six-month visioning and master planning task. This pace of work will allow for the development of an implementation plan for proposed park features. The implementation plan shall include a prioritized park feature list, estimated costs to complete, timelines for construction, and maintenance intervals/requirements. The master plan will define the first construction project for the park – public access, parking, and other features to be determined.

Based on the master plan and developed during the workshops and master planning period Herrera will work with stakeholders to identify appropriate City staffing needs to support park maintenance operations. Specific recreational program elements defined during the master planning process will be assessed with City staff to identify appropriate City and/or volunteer staffing needs to support recreation operations.

At the conclusion of the workshop process, Herrera will prepare for a public presentation describing the vision, principles, and masterplan for Mother Nature’s Window Park. The City shall provide public notice of the meeting to an extent and by means the City and Herrera deem appropriate.

After receiving consolidated comments on the plan from the City, Herrera will make corrections and additions based on the comments and finalize the Master Plan document.

### Assumptions

- One Herrera engineer, one Herrera landscape architect, the Herrera project manager, and one Herrera support staff will attend each 2-hour workshop in-person.
- Herrera NEPA/Permitting expert will attend Workshop Three to provide feedback on refinements.
- The City will provide meeting spaces appropriate for the size of the anticipated workshop.
- Depending upon public health conditions, the meetings may be held virtually.

## EXHIBIT A - SCOPE OF WORK

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- The City will provide consolidated comments on the workshop materials and master plan document to Herrera no later than 2 weeks after each meeting.

### Deliverables.

- Draft and Final Illustrative site plan with annotations indicating master plan project elements (PDF).
- Up to three character sketches or illustrations of proposed master plan features (PDF).
- Draft and final Master Plan document (DOCX and PDF), including:
  - Executive summary, vision statement, guiding principles, narrative description of process, illustrative site plans and select enlargement areas (up to three); master plan narrative; and other elements as defined in the task description.
  - Phase 1 Improvement Project description and anticipated project budget.
  - Environmental assessment reports, permit strategy, site survey, and geotechnical report as compiled from the deliverables defined in Tasks 3.2, 3.3.

### Task 3.2 – Environmental Assessments and Permit Planning

Herrera will conduct environmental assessments of the subject property to support environmental permitting and review for the master plan. These assessments include a Forest Landscape Assessment Tool (FLAT) assessment, a significant tree survey, and a wetland delineation to confirm boundaries identified in the Wetland Resources, Inc. *Critical Areas Study* prepared for the City of Marysville Parks Department dated September 29, 2022 and expand the study area to the full boundaries of the proposed park.

A FLAT assessment of the entire subject property will be used to rapidly assess canopy composition, invasive species cover, forest health, and classify and map habitat management units (HMUs). The FLAT assessment will be in accordance with the *FLAT Field Manual* developed by King County Parks and Natural Resources in conjunction with the USDA Forest Service PNW Research Station, the Green Cities Research Alliance, American Forest Management, Forterra, and the University of Washington in 2009. The FLAT assessment tool was developed as a rapid assessment tool that allows land managers to rapidly assess landscape conditions then prioritize restoration activities. HMUs will be rated for health of tree canopy and understory according to a matrix developed for the FLAT system. A technical memo will summarize all findings of the field investigation. The technical memo will include data collection methods, an analysis of existing conditions including overall canopy characterization, general understory composition and health, and discussions of each HMU. The memo will include management recommendations for restoring HMUs with the lowest quality of canopy and understory and preserving and enhancing the HMUs with the highest quality canopy and understory. This data will help inform the initial design phases. Map(s), tables and representative photographs of each HMU will be included in the memo.

## EXHIBIT A - SCOPE OF WORK

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In order to incorporate the preservation of trees that meet the significant tree size standards into the overall park master plan, significant trees within the Phase I project limits will be inventoried. The City of Marysville follows Snohomish County code for tree regulations. Snohomish County code 30.91S.320 defines a significant tree as a tree with a caliper of at least 10 inches. Dogwoods (*Cornus* sp.) and vine maples (*Acer circinatum*) are significant trees if they have a caliper of at least 7 inches (including multi-stem trees). Alders are not considered significant trees. The code requires that significant trees be retained in all Critical Area protection areas and buffers, as well as perimeter landscaping. On sites with an existing tree canopy, canopy cover cannot be reduced by more than 5 percentage points, per code 30.25.016, Tree Canopy Requirements. Any significant trees removed or subsequently damaged during construction must be replaced at a ratio of 3:1.

Tree inventory data gathered of significant trees in the field will include tree location, tree genus and species, tree trunk diameter in inches 4.5 feet above grade (diameter at breast height, DBH), and general health condition of the tree based on Level I Tree Risk Assessments (per ISA standards): excellent, good, fair, poor, critical, and dead. Each tree will be tagged with a unique number on an aluminum tree tag. Each tree will be mapped in the field using a handheld GPS unit with submeter accuracy. A dataset of the GIS files and the tree inventory spreadsheet will be compiled with the ability to continue adding to the inventory for later phases of design. Any required replacement as identified from the tree inventory will be included in the 30% design drawings (Task 4.1)

The wetland delineation will be performed in accordance with the *Regional Supplement to the US Army Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region* which is consistent with the *1987 Corps of Engineers Wetlands Delineation Manual*. Wetlands in City jurisdiction are designated critical areas per Chapter 22E.010 of the Marysville Municipal Code (MMC). If boundaries are found to be significantly different than those reported by Wetland Resources, Inc. in 2022, or if additional wetlands are identified a new boundary survey will be needed, and Herrera will provide an amendment to the scope and budget for reporting to be compliant with MMC 22E.010.

Herrera will provide an analysis of potential permits needed based on designs produced for Phase 1 at the 30% design stage. This analysis will be used to determine what permits will be required for submittal at the 60% design stage. The Herrera permit specialists will coordinate with the design team and with the City during key design meetings to understand what environmental impacts may result from project development and advise on potential avoidance and minimization measures. Herrera will also provide analysis for potential permits needed for future park development phases based on potential alternatives developed for the master plan.

## EXHIBIT A - SCOPE OF WORK

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### Assumptions

- The park will be cleared by the City prior to fieldwork of active encampments by the City, helping to provide safe conditions for field staff. When required, Herrera will provide at least 3 weeks' notice to allow for City forces to clear the Site.
- Property access will be arranged by the City prior to the site visits, including any clearing of dense vegetation to allow for biologist access
- GIS-compatible or CAD base layers will be provided to Herrera prior to fieldwork, as well as Phase I limits
- FLAT assessment work, tree inventory and wetland delineation assumes three 8 hour days of fieldwork total, including travel, by a team of two Herrera biologists. Trees not inventoried during initial fieldwork may be inventoried during Phase II.
- FLAT field assessments and Phase I tree inventory will occur prior to leaf drop or after spring leaf out to accurately capture deciduous understory and tree canopy.
- Task does not include additional survey of wetland boundaries or reporting as required by MMC 22E.010.
- If necessary, Herrera and the City will discuss the results of the environmental assessments via a 1-hour virtual meeting.
- City will provide consolidated comments on any draft deliverables.

### Deliverables

- Draft and Final Mother Nature's Window Park Forest Assessment Technical Memo, with affiliated maps, tables, photos, and field forms (PDF, DOCX).
- Draft and Final Phase I tree inventory table showing unique tree identification number, species, common name, DBH, health and general notes (XLSX, PDF).
- Final Aerial map showing tree locations and their unique tree identification number (PDF, GIS shapefiles).
- Draft and Final memo (DOCX and PDF) confirming wetland delineation boundaries as reported by Wetland Resources Inc. on September 29, 2022. This will include wetland data forms based on data collected by Herrera and confirmation of ratings provided as part of the Wetland Resources, Inc, report.

### Task 3.3 – Site Survey

Larry Steele and Associates (LSA) will perform land surveying of the project site and work with Herrera to confirm the collected data includes the detail needed for design. Herrera will review the surveying data project base map and provide a request for additional survey if needs are identified.



## EXHIBIT A - SCOPE OF WORK

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See attached proposal from LSA as Exhibit B-1.

### Assumptions

- The project will use NAVD 88 vertical datum and NAD 83 horizontal datum.
- Any wetland, geotechnical, and OHWM flags in place at the time of the survey will be included on the survey. Wetland, OHWM, and other critical areas flagging will be placed by others prior to survey.
- Any required access to private property will be negotiated by the Client and granted by the property owner.
- The project Visioning and Master Plan Phase will proceed with site base map information provided by the Client and publicly available sources, including limited survey of the site previously prepared by the Client, county assessor parcel map information, and aerial photographs.
- The survey area will be limited to the area identified in the Master Planning phase as necessary for the preparation of Plans, Specifications, and Estimates as defined in Task 4.0. For the purposes of this scope of work the area of the Site Survey has been assumed to not exceed 5 acres.

### Deliverables

- A topographic and boundary land survey in AutoCAD 2021 or later format, an ASCII point file, and the electronic surface in LandXML format will also be provided.
- A 22"x34" PDF version of the survey stamped by a Professional Land Surveyor licensed in the State of Washington.
- Scans of field notes and sketches made in the field.

### Task 3.4 – Geotechnical Report

See attached proposal from Associated Earth Sciences, Inc. (AESI) as Exhibit B-2.

### Task 3.5 – Electrical Engineering

Electrical Engineering will be added to the project through a supplemental agreement once the Phase 1 project is defined in the Park Vision and Master Planning Document (Task 3.1).

### Task 3.6 – Phase 1 Environmental and Civil Permitting

Herrera will lead the permit package development and submittal for the following State of Washington and City of Marysville permits:

## EXHIBIT A - SCOPE OF WORK

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- SEPA Checklist
- NEPA CatEx
- City of Marysville Permits including:
  - Electrical Permit
  - Site Development/Grading/Stormwater, and
  - Temp ROW Use

Herrera will coordinate preparation of all required materials for permits with the City. Herrera will attend one consolidated City of Marysville Pre-application meeting to review proposed project as shown in the approved 60% design set that is developed under Task 4.2. Final permit application material will be based on information provided and approved as part of the 90% design set that is developed under Task 4.3. Herrera will work with the city to facilitate and expedite the NEPA and SEPA environmental review process and Release of Funds Request(s).

### Assumptions

- Phase 1 development will avoid all impacts to wetlands and Waters of the US and State, and their buffers.
- Pre-application meeting will be a 2-hour virtual meeting with City staff and attended by Herrera Project Manager, Civil Design Lead, and Permit Specialist.
- Phase 1 development will involve only permitted uses per MMC 22C.020.060.
- If a higher level of NEPA or SEPA compliance is required, additional scope and fee will be submitted as a contract supplement for City approval.
- As a Federal agency, HUD prepares its own internal NEPA CatEx documentation. Herrera will assist in preparing materials to submit to HUD to support the CatEx.
- No public comment period is required for a NEPA CatEx or a SEPA Checklist; therefore, no comment coordination, posting, or response is needed.
- All permit fees will be paid for or waived by the City.

### Deliverables

- Draft, and Final SEPA Checklist
- Preliminary Draft, Draft, and Final materials to support NEPA CatEx prepared by HUD
- Draft and Final Land Use Application Form and any other forms required as part of the City of Marysville Electrical Permit and Site Development permits.

### Task 4.0 – Plans, Specifications, and Estimates

Phase 1 improvements are anticipated to include the demolition of the existing Caretaker house, decommissioning the septic field, a paved parking lot with or that can be expanded to between 40 and 80 parking spaces and room for bus turn-around, stormwater collection and infiltration (if possible) from the parking lot, gravel and pervious pavement trails to support community access and maintenance, and plantings associated with the parking lot and restoration of areas disturbed by construction activities.

The elements to be included in Phase 1 will be developed such that all HUD grant funding received for the project is expended with the completion of Phase 1 construction. The elements included in Phase 1 will not include any public facilities, as defined by HUD, or other elements that would void the requirements of the HUD grant.

The Consultant team will prepare draft design plans, specifications, and estimates (PS&Es) at the 30, 60, and 90 percent completion stages for City review and comment prior to finalization.

#### Task 4.1 – 30% PS&E

Herrera will progress the conceptual design of the park development to the 30% level, including design drawings, estimate of construction costs, and a list of specification sections to be prepared in future phases of design.

Upon review of the 30% level design, the City will identify any proposed work that will be completed by City forces, or under a separate construction contract (from City funds, not subject to grant fund oversight). This work will be completed prior to the bid stage to prepare the site for the proposed work, to remove nuisance and/or safety hazards prior to the start of construction. This work is anticipated to include, but not limited to; clearing and grubbing, site security, demolition of the Caretaker house, decommissioning of wells, and temporary and/or permanent decommissioning or relocation of City utilities. Following identification by the City, design of these work elements will not be progressed except where noted below.

#### Assumptions

- The 60% Design plans and draft stormwater management report will be used by the County for environmental permitting.
- The project specifications will use the WSDOT standard specifications and include Special Provisions where necessary.

## EXHIBIT A - SCOPE OF WORK

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- The City will provide base file(s) for the Project Manual upon return of City comments on the 30% design. The Project Manual will include the City's current base construction contract documents, project and bid information, bid proposal documents, and special provisions.
- One Herrera engineer and one Herrera landscape architect will attend the progress meeting with the Client following submittal of the 30% design to address high level comments (up to 1 hour).
- The City and Herrera will review the 30% design deliverable package for scope to be performed by City forces.
- Future utility corridor(s) for water, sewer, and electrical utilities will be shown for planning and coordination purposes only, not to be included in construction documents.
- Typical details for City standard lighting and light pole bases will be included.
- The City will perform clearing and grubbing, site security, demolition of the Caretaker house, decommissioning of wells, and temporary and/or permanent decommissioning or relocation of City utilities, septic decommissioning, and any hazardous materials abatement and disposal (if necessary).
- The Visioning and Master Planning task will identify locations for wayfinding and interpretive signs. The project documents, prepared under this task, will locate the signs and reference City or WSDOT standard details for posts and footings. City Forces will design, fabricate, and install the signs.

### Deliverables

- 30% Design Drawings (PDF), including:
  - Cover
  - Legend and Abbreviations
  - Existing Conditions (Survey)
  - Temporary Erosion and Sediment Control (TESC) Plan
  - TESC Notes (SWPPP)
  - TESC Details
  - Site Plans and Profiles (up to 3 sheets)
  - Details (up to 2 sheets)
  - Planting Plan with planting areas indicated and a plant list
- 30% Design opinion of probable construction costs (XLSX and PDF)
- List of Specification Special Provisions to be prepared for future design phases (DOCX)
- Lighting and electrical narratives will be included

## EXHIBIT A - SCOPE OF WORK

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### Task 4.2 – 60% PS&E

Herrera will progress the 30% design as approved by the City to a 60% design level, including design drawings, estimate of construction cost, and specification special provisions. The design will incorporate comments on the 30% design from the Client. A preliminary stormwater report will be prepared describing the goals of the project, tributary basin delineations, and hydrologic modeling results to support local permitting requirements.

#### Assumptions

- The Client will provide one set of compiled and conformed comments on the 30% design deliverables.
- The Client will provide sample Bid Proposal and Division 1 specifications as a template.
- One Herrera engineer and one Herrera landscape architect will attend a biweekly meeting with the Client for the duration of this task (up to 0.5 hour).

#### Deliverables

- Responses to 30% design comments (Excel).
- 60% Design Drawings (including progress to those listed in the 30%, PDF)
  - Planting Details (up to 2 sheets)
  - Paving and Drainage Plans and Details (up to 2 sheets)
  - Entrance, Exit, and Parking Lot Channelization and Striping Plans (up to 2 sheets)
  - Lighting and electrical drawings will be included
- Draft 60% Design opinion of probable construction costs (XLSX and PDF)
- Draft 60% Design Special Provisions to the WSDOT Standard Specifications (DOCX)
- Preliminary Stormwater Report (DOCX and PDF)

### Task 4.3 – 90% PS&E

Herrera will progress the 60% design of the stormwater treatment facilities to a 90% design level, including design drawings, estimate of construction cost, and specification special provisions. The design will incorporate comments on the 60% design from the Client. Herrera will prepare a draft SWPPP.

## EXHIBIT A - SCOPE OF WORK

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### Assumptions

- The Client will provide one set of compiled and conformed comments on the 60% design deliverables.
- Comments do not result in substantial changes to the overall design.
- One Herrera engineer and one Herrera landscape architect will attend a biweekly meeting with the Client for the duration of this task (up to 0.5 hour).
- Traffic control plans will incorporate WSDOT and MUTCD standards.

### Deliverables

- Responses to 60% design comments (Excel).
- 90% Design Drawings (including progress to those listed in the 30% and 60%, PDF)
  - Utility Plans and Details
  - Temporary Traffic Control Plans and Details
- Draft 90% Design opinion of probable construction costs (XLSX and PDF)
- Draft 90% Design Special Provisions to the WSDOT Standard Specifications (DOCX)
- Updated Draft Stormwater Report (Word and PDF), if needed
- Annotated Outline Stormwater Operations and Maintenance Manual (DOCX and PDF)
- Draft SWPPP (DOCX and PDF)

### Task 4.4 – Bid PS&E

Herrera will progress the 90% design to the 100% design level, including design drawings, estimate of construction costs, and specifications. The draft stormwater report will be updated to a final version based on the 100% design and received comments. The updated report will include a draft version of the maintenance and operations manual. Herrera will finalize the SWPPP based on the 100% design; the SWPPP will be provided to the contractor upon award.

Herrera will create a full set of bid documents from the 100% Design.

### Assumptions

- The Client will provide one set of compiled and conformed comments on the 90% design deliverables.
- Comments do not result in substantial changes to the overall design.

## EXHIBIT A - SCOPE OF WORK

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- One Herrera engineer and one Herrera landscape architect will attend a biweekly meeting with the Client for the duration of this task (up to 0.5 hour).

### Deliverables

- Responses to 90% design comments (XLSX)
- Bid-ready Design Drawings (including progress and finalization of those listed in the 30%, 60%, and 90%, PDF and DWG format)
- 100% Design opinion of probable construction costs (Excel and PDF)
- 100% Design Specification package including Client provided front-end contract documents, general and special provisions, proposal form, and appendices (DOCX and PDF)
- Final Stormwater Report (Word PDF)
- Draft Stormwater Operations and Maintenance Manual (DOCX and PDF)
- Final SWPPP (DOCX and PDF)

## Task 5.0 – Bid Period Services

Provide limited services and assistance to the City during bidding of the Phase 1 design for construction, including:

- Respond to Contractor technical questions received during the bid window.
- Prepare addenda to the bid documents, to clarify, revise, or change the construction plans, special provisions, or project conditions during the bidding process.

### Assumptions

- A single addendum is assumed for fee estimates purposes.
- The project will not require a re-bid.
- The level of effort for this task is up to 30 hours

### Deliverables

- Responses to bidder questions
- Responses to RFIs and substitution requests
- Addendum text and drawings (native files and PDF)

### Task 6.0 – Construction Administration and Phase One Project Close-out

Herrera will support the Client during the construction phase by reviewing submittals, reviewing change order proposals, responding to contractor requests for information (RFIs), and issuing design change notices (DCNs). Herrera will attend a pre-construction meeting, construction coordination meetings, and perform up to five site visits, which include a site walk when a punch list will be developed and a final site walk where completion of the punch list will be verified.

As part of project closeout, Herrera will prepare Record Drawings using as-built or survey information gathered by the project contractor who will be required to gather horizontal and vertical as-built data for all improvements installed as a part of this contract and incorporating any changes to the design, as recorded during construction by the contractor and/or the Client.

Herrera will update and finalize the Operations and Maintenance Manual developed during 100% Design (Task 4.4) with any changes that may have occurred during construction. The final record drawings will be included in the final Operations and Maintenance Manual.

#### Assumptions

- The Client will lead construction administration, oversight, and communications with contractors.
- A single addendum is assumed for fee estimates purposes.
- One Herrera engineer and one Herrera landscape architect will attend a virtual pre-construction meeting (up to 2 hours).
- One Herrera engineer or landscape architect will conduct up to five construction site visits (up to 2 hours each plus travel time).
- The City's Construction Manager and/or Inspector will keep detailed notes/redlines of any changes or deviations from the contract drawings throughout the construction process, and one compiled and conformed set of redlines will be provided to Herrera for record drawing preparation.
- All constructed improvements are visible from the surface or are accessible for measure down locations.
- One Herrera engineer and one Herrera landscape architect will attend a final walkthrough inspection (up to 2 hours).
- The Client will prepare a compiled punch list for construction close out.
- If the contractor is unable to provide the required survey data to prepare Record Drawings, the Herrera will work with the City to develop a scope and add, by supplemental agreement, LSA Surveyors to conduct necessary surveying for the preparation of the Record Drawings.
- The constructed project is substantially similar to what is shown on the final bid drawings.



## EXHIBIT A - SCOPE OF WORK

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### Deliverables

- Site visit notes with photos (PDF).
- Responses to Requests for Information (RFIs), up to 16 hours of staff time (email or PDF).
- Design change notices with drawings, up to 16 hours of staff time (PDF).
- Review submittals, up to 16 hours of staff time (PDF).

## Task 7.0 - On-Call Additional Services

Herrera will support the City of Marysville with minor services not included in the tasks listed above, up to the contract budget for this task.

### Assumptions

- Work under this task will be reserved for minor tasks that do not require previously unidentified sub-consultants needs or that do not modify the existing scope of work.

### Deliverables

- To be determined, based on prior approval or request from Client.
- Deliverable standards, similar to other Tasks in this contract will be maintained.

## Task 7.1 – Cultural Resource Consulting

Cultural Resource Consulting services will be added to the project through a supplemental agreement once the Phase 1 project is defined in the Park Vision and Master Planning Document (Task 3.1) and a specific scope can be developed for project support services.

## EXHIBIT A - SCOPE OF WORK

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### Project Schedule

Task	Duration	Start
1.0 – Project Management		PE Phase NTP
2.0 – HUD Grant Compliance		PE Phase NTP
3.0 – Park Visioning and Master Planning	180 days	PE Phase NTP
4.0 – Plans, Specifications, and Estimates	180 days	PE Phase NTP + 180 days
5.0 Bid Period Services	60 days	PE Phase NTP + 360 days
6.0 – Construction Administration and Phase 1 Project Close-out	60 days	CN Phase NTP
7.0 – On-Call Additional Services	On-Call (not to exceed contract length)	PE Phase NTP



Cost Estimate for Mother Nature's Window Park Master Plan  
 Herrera Project No. 23-08182-000  
 10/12/2023

Task No.			1.0	2.0	3.1	3.2	3.3	3.4	3.5	3.6	4.1	4.2	4.3	4.4	5.0	6.0	7.0	Total	
			Project Management	HUD Grant Compliance	Park Vision and Master Plan Document	Environmental Assessments	Site Survey	Geotechnical Report	Electrical Engineering	Environmental Permitting	30% PS&E	60% PS&E	90% PS&E	Bld PS&E	Bld Period Services	Construction Administration and Phase One Project Close-Out	On-Call Additional Services		
Schedule			Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	Task Start Date	Task End Date	
Staff	Labor Category	2023 Burdened Labor Rates																	
Mitchell, Colleen	Engineer VI	\$263.34	0	0	4	1	0	0	0	2	4	7	7	7	1	0	0	33	
Merten, Christina	Scientist VI	\$269.20	0	0	9	6	0	0	0	5	0	0	0	0	0	0	0	20	
Alonzo, Bernie	Landscape Architect V	\$195.91	48	4	62	9	6	6	0	8	8	14	15	11	6	20	40	257	
Gleason, Rayna	Scientist III	\$140.81	0	0	0	71	0	0	0	2	0	0	0	0	0	0	0	73	
Rapoza, Danielle	Scientist III	\$138.52	4	0	0	24	0	0	0	14	0	0	2	2	0	0	0	46	
Siegel, Andrew	GIS Analyst III	\$144.72	0	0	0	31	0	0	0	4	0	0	0	0	0	0	0	35	
Jackowich, Pamela	Administrative Coordinatc	\$139.65	0	2	6	15	0	0	0	6	0	4	4	4	0	0	0	41	
Zhang, Xiaoyu Shawree	Scientist I	\$103.21	0	0	8	78	0	0	0	46	0	0	0	0	0	0	0	132	
Amtmann, Lindsey	Planner V	\$225.54	0	32	5	0	0	0	0	17	0	0	0	0	0	0	0	54	
Coughlan, Phil	Planner VIII / Vice Preside	\$331.63	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Schaner, Neil	Engineer IV	\$206.70	42	0	27	0	4	4	0	2	20	54	44	36	16	34	0	283	
Esteban, Jimmy	Engineer II	\$156.43	0	0	0	0	2	4	0	0	32	52	54	44	0	20	0	208	
Marston, Charles	CAD Technician II	\$117.77	0	0	0	0	4	0	0	0	36	42	31	20	4	20	0	157	
Stewart, Rick	Project Accountant III	\$137.97	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	
Van Zee, Erynne	Engineer I	\$144.89	0	0	48	0	0	0	0	12	22	22	8	3	0	0	0	115	
<b>Total Hours per Task</b>			107	40	169	235	16	14	0	106	112	195	179	132	30	94	40	1469	
<b>Subtotal Labor</b>			\$20,433	\$8,943	\$30,950	\$31,596	\$2,786	\$2,628	\$0	\$16,073	\$17,739	\$32,575	\$29,998	\$22,673	\$5,652	\$16,430	\$7,837	\$246,312	
<b>Subtotal Herrera Labor</b>			\$20,433	\$8,943	\$30,950	\$31,596	\$2,786	\$2,628	\$0	\$16,073	\$17,739	\$32,575	\$29,998	\$22,673	\$5,652	\$16,430	\$7,837	\$246,312	
5%	Escalation on Herrera Labor in 2024		\$1,022	\$447	\$1,547	\$1,580	\$139	\$131	\$0	\$804	\$887	\$1,629	\$1,500	\$1,134	\$283	\$822	\$392	\$12,316	
8%	Escalation on Herrera Labor in 2025		\$817												\$452	\$1,314	\$627	\$3,211	
<b>Escalated Subtotal Herrera Labor</b>			\$22,272	\$9,391	\$32,497	\$33,175	\$2,926	\$2,759	\$0	\$16,877	\$18,626	\$34,204	\$31,498	\$23,806	\$6,387	\$18,566	\$8,855	\$261,838	
<b>Subconsultants</b>																			
<b>Subconsultant</b>																			
LSA		\$0	\$0	\$0	\$0	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500	
AESI		\$0	\$0	\$0	\$0	\$0	\$21,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,330	
Electrical Engineer		\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	
Cultural Resources		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$1	
3% Fee on Subconsultants			\$0	\$0	\$0	\$0	\$315	\$640	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$955	
<b>Subtotal Subconsultant Cost</b>			\$0	\$0	\$0	\$0	\$10,815	\$21,970	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$32,787
<b>Travel and Per Diem (PD)</b>																			
<b>Item</b>																			
Auto Use	Mile	\$0.655	0	0	600	730	0	0	0	200	0	0	0	0	0	600	0	2130	
Lodging	Day	\$98.00	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	5	
<b>Subtotal Per Diem</b>			\$0	\$0	\$393	\$968	\$0	\$0	\$0	\$131	\$0	\$0	\$0	\$0	\$0	\$393	\$0	\$1,885	
<b>Other Direct Costs (ODCs)</b>																			
<b>Item</b>																			
GPS unit (Trimble)	Day	\$85.00	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
Miscellaneous	Lump Sum	\$100.00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
Wetland Delineation Field Kit	Day	\$25.00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
<b>Subtotal ODCs</b>			\$0	\$0	\$0	\$465	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$465	
<b>Subtotal Per Diem, Lab Costs, and ODCs</b>			\$0	\$0	\$393	\$1,433	\$0	\$0	\$0	\$131	\$0	\$0	\$0	\$0	\$0	\$393	\$0	\$2,350	
<b>Grand Subtotal</b>			\$22,272	\$9,391	\$32,890	\$34,609	\$13,741	\$24,729	\$1	\$17,008	\$18,626	\$34,204	\$31,498	\$23,806	\$6,387	\$18,959	\$8,856	\$296,975	
<b>Grand Total</b>																		\$296,975	

## **EXHIBIT B**

### **Subcontractors/Subconsultants**

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

**Larry Steel and Associates**

**Associated Earth Scientists, Inc.**

**Little Fish Lighting**

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LAWRENCE W. STEELE, PLS  
ERICH A. KLEINKNECHT, PLS  
RAYMOND D. PETERSON, PLS

October 17, 2023

Bernie Alonzo, PLA, ASLA, LEED AP BD+C  
Herrera, Inc.  
1329 N State Street, Suite 200  
Bellingham, WA 98225

Phone: 360.939.3804  
E-mail: balonzo@herrerainc.com

RE: City of Marysville, Mother Nature's Window Park, 7521 55th Dr NE

Dear Mr. Alonzo,

On behalf of Larry Steele & Associates (LSA), thank you for the opportunity to provide this proposal for Professional Land Surveying services on the above referenced project. Larry Steele and Associates will perform land surveying of the project site and work with Herrera to confirm the collected data includes the detail needed for design. Herrera will review the surveying data project base map and provide a request for additional survey if needs are identified.

#### Assumptions

1. The project will use NAVD 88 vertical datum and NAD 83 horizontal datum.
2. Any wetland, geotechnical, and OHWM flags in place at the time of the survey will be included on the survey. Wetland, OHWM, and other critical areas flagging will be placed by others prior to survey.
3. Any required access to private property will be negotiated by the Client and granted by the property owner.
4. The project Visioning and Master Plan Phase will proceed with site base map information provided by the Client and publicly available sources, including limited survey of the site previously prepared by the Client, county assessor parcel map information, and aerial photographs.
5. The survey area will be limited to the area identified in the Master Planning phase as necessary for the preparation of Plans, Specifications, and Estimates as defined in Task 4.0. For the purposes of this scope of work the area of the Site Survey has been assumed to not exceed 5 acres; it is understood that our topographic survey area will be more particularly defined as the project progresses.

#### Estimates Hours by Classification (actual hours billed per classification may be different)

- Senior Land Surveyor: 4 hrs. – project management, QA/QC, map certifying, etc.
- AutoCAD/Survey Tech: 16 hrs. – boundary research, drafting, preparation of deliverables, etc.
- 2 Person Field Crew: 32 hrs. – establish project survey control, topographic surveying.

#### Deliverables:

1. A topographic and boundary land survey in AutoCAD 2021 or later format, an ASCII point file, and the electronic surface in LandXML format will also be provided.
2. A 22"x34" PDF version of the survey stamped by a Professional Land Surveyor licensed in the State of Washington.
3. Scans of field notes and sketches made in the field.

**Fee Estimate: \$10,500 (Estimate only; additional acreage work as requested will be billed proportionately)**

Sincerely,

*Erich Kleinknecht, PLS*

Larry Steele & Associates

S:\Common\LSA Jobs and Files\LSA Project Files\2023 Estimates\Topographic-Scanning\Herrera Marysville Mother Nature's Window Park\Herrera\_Mother Natures Window Park\_Estimate\_10-17-23.docx



associated  
earth sciences  
incorporated

September 21, 2023

Project No. 20230256H001

Herrera Environmental Consultants  
2200 Sixth Avenue, Suite 1100  
Seattle, Washington 98121

Attention: Colleen Mitchell

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Study  
Mother Nature's Window Park  
100<sup>th</sup> Street NE and 55<sup>th</sup> Avenue NE  
Marysville, Washington

Dear Ms. Mitchell:

This letter provides our proposed scope of work and fee estimate for Associated Earth Sciences, Inc. (AESI) to complete a subsurface exploration and geotechnical engineering study for the Mother Nature's Window Park project. Our proposal is based on our email correspondence with Herrera Environmental Consultants, and our experience working in the project vicinity.

## **SITE LOCATION AND PROJECT DESCRIPTION**

The project site is located southeast of the intersection of 100<sup>th</sup> Street NE and 55<sup>th</sup> Avenue NE in Marysville, Washington (Snohomish County Parcel No. 30051500300500). The site is bound by 100<sup>th</sup> Street NE to the north, 55<sup>th</sup> Avenue NE to the west, and residential parcels to the south and east. The site is approximately 34 acres in area and consists mainly of wooded areas, and a residence at the southwest corner of the property. Site topography across the site is relatively flat with overall vertical relief of less than 10 feet.

The project consists of constructing a new parking lot and stormwater management facility. We understand the project design is pursuing shallow infiltration of stormwater, and is the preliminary stage.

Review of available geologic mapping indicates the project site is underlain by Vashon recessional outwash (Marysville Sand Member). These sediments generally consist of well-drained, sand with some fine gravel, and some areas of silt and clay. Where encountered as permeable and unsaturated, these sediments are potentially suitable for stormwater infiltration. Groundwater is anticipated to be shallow.

## **SCOPE OF WORK**

As requested, our scope of work includes a phased approach to completing the site work. We will first complete up to eight exploration pits to a depth of 12 feet or groundwater (whichever is shallower) and install at least two well points to monitor shallow groundwater levels through

the wet season. Following completion of the pits and well point installation, we will complete a preliminary geotechnical report and provide our opinion on the potential for infiltration rate. After the distribution of our preliminary report and once the project design has located the infiltration facility, we will return to the site to complete two pilot infiltration tests (PITs) to determine a final design infiltration rate.

### **Utility Locating**

Before performing any subsurface exploration work, we will make a one-call utility locate request to mark publicly-owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service. For this reason, we will also hire a private utility locating service to supplement the public locate. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.

Even private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and drainpipes, plastic gas lines, fiber optic cables, and concrete drainpipes. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that AESI be provided with as-built plans or other information regarding existing pipes, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. We will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us.

### **Exploration Pits**

For our initial phase, we propose up to eight exploration pits completed at the site. The exploration pits will be excavated to approximate depths of up to 12 feet below the existing surface. The pits will be excavated using equipment and an operator provided by the City of Marysville. An AESI geologist or engineer will continuously observe the digging operations, log the subsurface conditions, and collect representative soil samples. We anticipate the test pit exploration work will be completed in 1 day. After excavation, the pits will be backfilled, and the surface tamped with the backhoe bucket. No further restoration is planned.

### **Well Point Installation and Groundwater Level Monitoring**

Groundwater is anticipated to be within 10 feet below existing grades at the project site. Stormwater infiltration facilities will be required to meet minimum vertical separation requirements per the adopted stormwater manual. To obtain groundwater levels at the project site, we propose to install two well points to monitor shallow groundwater conditions during our initial phase of fieldwork through the wet season. A well point is a piezometer that is less than 10 feet deep relative to existing grade. Because the well point is less than 10 feet in depth, the installation is exempt from the requirements of Chapter 173-160 *Washington Administrative Code (WAC) – Minimum Standards for Construction and Maintenance of Wells*. The well points will be inserted into a hole created with a hand-operated auger to depths up to 10 feet below the surface and the annular space will be filled with filter sand and then bentonite chips. After well point development we will install a data-logging pressure transducer

to measure and record groundwater levels in the wells for a period of 12 months. Groundwater monitoring will include six field visits to manually measure the depth to groundwater and download the data logger.

### **Laboratory Testing**

Selected soil samples from our explorations will be submitted to our in-house geotechnical laboratory for testing. Our scope of work will include four grain-size (sieve) tests, two cation exchange capacity tests and two organic content tests. The test results will allow for preliminary characterization of the soil's infiltration potential and in-situ water quality treatment capacity.

### **Field Infiltration Testing**

Our second phase of fieldwork includes, two full days (11 hours) onsite to complete two small-scale or large-scale PITs per the Washington State Department of Ecology's (Ecology's) 2012 *Stormwater Management Manual for Western Washington* (Ecology Manual), as amended in 2014. The infiltration tests will be conducted at a depth and location consistent with the planned infiltration facility. The PITs will be excavated by an excavator provided by the City of Marysville. The infiltration test requires an excavation with a minimum base area of 12 square feet within the infiltration receptor soils. Based on the likely shallow depth of groundwater, we anticipate the infiltration test will be set at shallow depths. We assume that water can be supplied by a hydrant located near the southwest corner of the site. Use of the hydrant will require approval and a permit from the local water purveyor. If approval for hydrant use cannot be obtained, water would be supplied from a subcontracted water truck at an additional cost. During the test, water will discharge onto the excavation base area through a digital flow meter and diffuser. The water flow is adjusted until a constant head is maintained in the bottom of the pit. Once constant head is established, the flow is shut off and falling-head measurements are obtained. The constant-head and falling-head measurements are used to determine the soil infiltration rate.

Upon completion of infiltration testing, we will deepen the excavations to the full reach of the excavator to observe subsurface geology and shallow groundwater conditions below the bottom of the infiltration test base in order to identify any soil layers or groundwater conditions that will restrict the downward flow of infiltrating water.

### **Analysis and Preliminary Reporting**

Upon completion of our initial field exploration, initial groundwater level measurements, and laboratory testing, we will provide a geotechnical report that presents our various findings, measurements, conclusions, and recommendations. Specific items to be addressed in our report will include the following:

- A site plan showing exploration pit locations;
- Summary of soil and groundwater conditions;
- Laboratory testing results;



- Site preparation recommendations;
- Structural fill recommendations, including suitability of site materials for reuse in structural fill applications;
- Site drainage recommendations;
- Wet weather construction considerations;
- Preliminary shallow infiltration feasibility and preliminary infiltration rate based on grain size, if feasible;
- Recommendations for light- and heavy-duty asphalt pavement sections and subgrade preparation;
- Recommendations for further study, if required.

Following the completion of our second phase of fieldwork we will complete a letter-report summarizing the results of our PITs and provide recommendations for stormwater infiltration.

### Design Team Meetings/Correspondence

We have included a placeholder budget for 4 hours of principal geotechnical engineer consultation.

### ESTIMATED COST AND SCHEDULE

A summary of estimated project costs is outlined in the following table. If difficult or unanticipated conditions are encountered, we will notify you as soon as possible and no work beyond the authorized scope will be conducted without your prior approval. Meetings or other tasks requested by you that are not included in the scope of work described above will be conducted on a time and expenses basis. All of our work will be performed in accordance with our Schedule of Charges and General Conditions, copies of which are attached. Our services will be authorized with a signed copy of this proposal.

Task	Subcontractor or Other Direct Cost	AESI Fees
Project Coordination, Well Materials	\$500	\$750
Subcontracted Excavator First Phase of Exploration Pits and Well Points		\$1,300
Subcontracted Excavator Second Phase Pilot Infiltration Test		\$4,000
Water Levels (12 months, data logger equipment, 6 site visits)	\$2,400	\$2,500
Private Utility Locate	\$400	
Laboratory Testing (4 sieves, 2 CEC, 2 organic)		\$900
Engineering, Preliminary Geotechnical Report Preparation		\$5,000
Infiltration Report Addendum		\$2,500
Design Team Meetings/Correspondence		\$1,080
<b>Subtotal</b>	<b>\$3,300</b>	<b>\$18,030</b>
<b>Total Estimate</b>	<b>\$21,330</b>	

We typically schedule completion of our fieldwork within approximately 2 weeks, contingent on subcontractor availability and assuming we will be allowed access to work onsite as soon as our excavation subcontractor is available. We can deliver our preliminary geotechnical report for this project within approximately 2 weeks after completion of laboratory testing. Our cost estimate assumes that our on-site work will be completed over the course of one day during normal working hours on a non-holiday weekday.


**CLOSURE**

We appreciate the opportunity to submit this proposal and hope that it meets your needs. If you approve of our scope of work and would like for us to proceed, please provide a signed copy of this proposal to our Kirkland office address (AESI, 911 5<sup>th</sup> Avenue, Kirkland, Washington 98033) to authorize our services. Alternatively, we will sign a reviewed consultant or subconsultant services contract with this proposal attached for reference.


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

Sincerely,  
**ASSOCIATED EARTH SCIENCES, INC.**  
**Kirkland, Washington**

**The undersigned has reviewed and accepts the attached General Conditions.**

  
\_\_\_\_\_  
Jennifer H. Saltonstall, L.G., L.Hg.  
Principal Geologist/Hydrogeologist

\_\_\_\_\_  
Client Date  
Authorized Representative Signature

  
\_\_\_\_\_  
Matthew A. Miller, P.E.  
Principal Engineer

\_\_\_\_\_  
Client (please print name)

Attachments: Schedule of Charges  
General Conditions

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AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

\_\_\_\_\_

**ASSOCIATED EARTH SCIENCES, INC.**  
**SCHEDULE OF CHARGES**

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

**Personnel Charges - Engineers, Hydrogeologists, Geologists, and Scientists**

Senior Principal.....	\$290.00/hour
Principal.....	\$270.00/hour
Senior Associate.....	\$240.00/hour
Associate .....	\$225.00/hour
Senior.....	\$210.00/hour
Senior Project.....	\$195.00/hour
Project .....	\$175.00/hour
Senior Staff.....	\$145.00/hour
Staff.....	\$130.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

**Personnel Charges - Technicians**

Senior Field Technician .....	\$125.00/hour
Senior Field Technician Overtime .....	\$150.00/hour
Technician .....	\$110.00/hour
Technician Overtime .....	\$135.00/hour

**Other Personnel and Disbursement Charges**

Senior Geographic Information Services (GIS) Analyst.....	\$160.00/hour
Geographic Information Services (GIS) Analyst .....	\$140.00/hour
Geographic Information Services (GIS) Technician .....	\$120.00/hour
Drafting and Graphics Specialist.....	\$130.00/hour
Project Assistant.....	\$110.00/hour
Technical Editor .....	\$105.00/hour
Administrative Staff.....	\$85.00/hour
Report Processing and Archiving.....	\$20.00/each
Mileage .....	Federal Reimbursable Rate + 15%
Per Diem .....	To be established on a project basis
Subcontractors and Miscellaneous Expenses .....	cost plus 15%
Water Level Data Logger.....	\$75.00/month
Barometer Data Logger.....	\$50.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$250.00/day
ArcGIS Online Viewer License .....	\$150.00/year
Bank/ACH Services or Fee .....	\$25.00/unit [check]

**Laboratory Charges**

Atterberg Limit.....	\$200.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM D2434-68) .....	\$450.00/test
Direct Shear.....	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$200.00
Fractured Face Count (AASHTO T-335) .....	\$125.00/test
Hydrometer.....	\$210.00/test
Moisture Content.....	\$25.00/test
Organic Content.....	\$100.00/test
Percent Passing #200 .....	\$125.00/test
Permeability (Falling Head).....	\$250.00/test
Proctor ASTM D-1557 and ASTM D-698.....	\$275.00/test
Sand Equivalent.....	\$125.00/test
Sieve with Wash #200.....	\$225.00/test
Specific Gravity + #4.....	\$125.00/test
Specific Gravity - #4.....	\$150.00/test
Unit Weight.....	\$80.00/test
Void Ratio.....	\$125.00/test

Other laboratory tests, disbursement charges and equipment rental will be provided on a per job basis.

**ASSOCIATED EARTH SCIENCES, INC.  
GENERAL CONDITIONS**

911 - 5<sup>th</sup> Avenue  
Kirkland, Washington 98033  
(425) 827-7701

508 S. Second Street, Suite 101  
Mount Vernon, Washington 98273  
(425) 827-7701

1552 Commerce Street, Suite 102  
Tacoma, Washington 98402  
(253) 722-2992

**Right of Entry**

The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

**Hazardous Substances & Drill Cuttings**

Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property.

When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

**Aquifer Contamination**

Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

**Ownership of Documents**

All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducibles and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

**Third Parties**

All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

**Insurance**

Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

**Standard of Care**

Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

**Limitation of Liability**

To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in this section, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

**Waiver of Consequential Damages**

Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

**Indemnification**

Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

**CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.**

**Stability of Slopes**

The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

**Billing**

Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

**Termination**

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

**Integration**

These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Jennifer Ferrer-Santa Ines, Finance

**ITEM TYPE:** Discussion Item

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

**SUBJECT:** Staff proposal to use distribution from Opioid Settlements to offset jail medical costs and or enhance the Embedded Social Worker (ESW) program

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to approve the staff proposal to use distribution from Opioid Settlements to offset jail medical costs and or enhance the Embedded Social Worker (ESW) program as presented.

**SUMMARY:** Staff is proposing opioid funds be used for jail medical treatment costs and or enhance the ESW program, both of which are eligible use per the settlement agreement. Dedicating the annual allocations to help offset the increasing cost of jail medical or enhance the ESW program would ensure continued success of both programs and possibly increase engagement with people in need of services in the community.

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**ATTACHMENTS:**  
[Memo-Use of Opioid Funds Proposal 10.30.23.docx](#)



**MARYSVILLE**  
**FINANCE**

TO: Mayor and City Council  
FROM: Jennifer Ferrer-Santa Ines, Finance Director  
DATE: November 1, 2023

RE: Use of Opioid Funds

City of Marysville has been allocated funds to address opioid use. To date, there have been three allocations received totaling \$95,590.06. The City will continue to receive annual distributions moving forward through July 2038 estimated to be an additional \$706,265.

One strategy on use of funding is to address treatment. This includes connecting people to the help they need; provide connections to care to people who have opioid use disorders or are at risk of developing such a disorder; support screening, brief intervention and referral to treatment programs, to name a few.

Jail medical costs have risen over the years. The City contracts with Rae Boyd, APRN for medical services. Included with this service is a Medicated Assistance Treatment (MAT) program where medication for opioid use disorder (MOUD) is billed. Each inmate is screened to assess medical needs and requirements to determine appropriate care.

Year to date data from the Police Department indicate there have been 396 evaluations related to MOUD.

The City also has an Embedded Social Worker (ESW) program to help clients navigate the complexities of the social service system and to remove barriers existing between addiction and homelessness, to sobriety and housing. The program is designed to provide assistance to those with addictions and mental health issues by providing resources and finding alternatives to their current situation.

Currently there is one medical health professional, one patrol officer, and a part-time office assistant dedicated to the program. This is currently housed in the Police Department and is funded for by General Fund dollars. The City has received some county funding in the past. This year, the County contributed \$9,250 towards program outcome efforts.

Staff is proposing opioid funds be used for jail medical treatment costs and or enhance the ESW program, both of which are eligible use per the settlement agreement. Dedicating the annual allocations to help offset the increasing cost of jail medical or enhance the ESW program would ensure continued success of both programs and possibly increase engagement with people in need of services in the community.

(360) 363-8000

Civic Center  
501 Delta Ave  
Marysville, WA 98270



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Transportation and Parks Maintenance Manager Jesse Birchman,  
Public Works

**ITEM TYPE:** Agreement

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

**SUBJECT:** Professional Services Agreement with Berger Partnership PS  
for the Jennings Memorial Park Inclusive Playground Planning  
& Design

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign  
and execute the Professional Services Agreement with Berger  
Partnership PS in the amount of \$176,830.



**SUMMARY:**

The proposed replacement of the Jennings Memorial Park playground structure is intended to provide fully inclusive play for disabled and able-bodied children to play and interact with each other. Inclusive playgrounds go above and beyond minimum standards of accessibility and will be designed to meet the needs of children using mobility devices, are sight-impaired, have autism, have a sensory processing disorder, or another conditions. These playgrounds take multiple types of physical and mental conditions into account to provide the resources for children of all abilities without being relegated to a separate area of the playground.

On August 31st, 2023 , the City advertised a Request for Qualifications, asking firms to submit written proposals by September 21st, 2023 stating their qualifications to provide consultant services. The City received 7 statements and selected 2 firms to interview to further assess their qualifications, project understanding, and proposed approach. Interviews were conducted on October 4th, 2023 and the selection committee chose Berger Partnership PS as the most qualified firm for the project. Berger Partnership, P.S. has demonstrated previous success on similar projects and that they will provide exceptional, proactive and thoughtful services integrated with the City's project team.

The attached Professional Services Agreement with Berger Partnership PS provides for project planning and preliminary (30%) design to guide future funding pursuits and decisions. The planning effort includes an emphasis on public outreach to and desired involvement from local and regional disabled community individuals and groups, and the general public. It is in staff's opinion that the negotiated scope and fee of \$176,830.00 demonstrates a clear approach to meet the project efforts. Following completion of the planning and preliminary design effort, the City is able to supplement this agreement to provide bid-ready documents.

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**ATTACHMENTS:**

[PSA-Berger Partnership-JMP Inclusive Play\(unsigned\).pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND [CONSULTANT]**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Berger Partnership PS, a Professional Service Corporation, organized under the laws of the state of Washington, located and doing business at 1927 Post Alley, Ste. 2, Seattle, WA 98101 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on full execution of this agreement and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **one hundred seventy six thousand eight hundred thirty eight dollars (\$176,838.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.6 INDEMNITY.**

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

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

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

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

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

#### **4.7 INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.9 INDEPENDENT CONTRACTOR.**

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

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

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

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

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

**4.10 EMPLOYMENT.**

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

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

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

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

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



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

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

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

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

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

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

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

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

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

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**

Jesse Birchman

80 Columbia Ave

Marysville, WA 98270

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

**BERGER PARTNERSHIP, P.S.**

Jennifer Garcia  
1927 Post Alley, St. 2  
Seattle, WA 98101

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

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

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

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

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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

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

CITY OF MARYSVILLE

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

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

CONSULTANT

By \_\_\_\_\_  
\_\_\_\_\_(Name)  
Its: \_\_\_\_\_(Title)

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**EXHIBIT A**  
**Scope of Services**

10.27.23

Jesse Birchman  
Transportation & Parks Maintenance Manager  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

### **Proposal for Landscape Architectural Services – Jennings Memorial Park Inclusive Playground Project**

Jesse:

We are excited to provide you with this proposal to work with your community to develop an inclusive playground at Jennings Memorial Park! This letter outlines our proposed landscape architectural services, with each phase of service described and a corresponding fee assigned.

#### **Subconsultants**

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Our tasks and fees include the following subconsultants:

- Mayfly Design + Engineering (Civil Engineering)
- Jill Moore (Inclusive Play Specialist, Landscape Structures)

#### **Project Management and Administration**

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Our tasks throughout the project for project management are as follows:

- Project management, monthly invoicing
- Meetings:
  - City kick-off meeting
  - Bi-weekly team meetings
  - Civil coordination
  - Design communication
- Develop, maintain, and update project schedule.

#### **Public Engagement (2 months)**

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Our tasks for public engagement are as follows:

- Develop public engagement strategy.
  - Engagement outline, summary, and goals
  - Identify and invite key disability groups into the project dialogue.
  - Targeted outreach to schools, other organizations
  - Connect with the disability community.

- Civil Engineering support (concurrent to public engagement)
  - Prepare storm drainage permit requirements memo.
  - Provide design and cost input for three concept options.
  - Provide design and cost input for preferred option.
- Code Analysis (concurrent to public engagement)
  - Critical area summary (high level)
  - Land use and general permitting summary

### **Visioning and Planning**

- Engagement effort #1 - Visioning (Feb 2024)
  - Engagement effort #1 prep: Project background, image boards, supporting materials.
  - Identify key inclusive projects, define success, and provide precedent images.
  - Preliminary design budget
  - Engagement effort #1 event: in person, advertisement by city
  - Engagement effort #1 public event response narrative and analysis

### **Schematic and Preliminary Design (30%) (6 months)**

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Our tasks for schematic and preliminary design are as follows:

- Engagement effort #2 - Schematic Options (April 2024)
  - Engagement effort #2 prep: Schematic options (up to three), precedent images, supporting materials
  - Initiate brainstorming to educate and generate ideas.
  - Preliminary cost estimate
  - Engagement effort #2 event: in person, advertisement by city
  - Engagement effort #2 public event response narrative and analysis
- Engagement effort #3 - Preferred Schematic Plan (June 2024)
  - Engagement effort #3 prep: Develop preferred plan, supporting images and materials.
  - Refine design with key inclusive strategies; obtain input from disability and stakeholder community.
  - Refined cost estimate
  - Engagement effort #3 event: in person, advertisement by city
  - Engagement effort #3 public event response narrative and analysis



### **Schematic Design**

Schematic design will be prepared with the understanding that the project will follow WSDOT/Public Works front end, which will be discussed further as project moves forward. The goal of this phase is to identify budget, providing project budgeting and cost estimates, as well as refining the design with the team and play vendors.

Tasks are as follows:

- Survey needs/coordination with city
- Site walk of existing conditions
- Site walk with design team
- Draft Schematic Design:
  - Refine playground layout with team and play vendors.
  - Select preliminary details and coordinate layout.
  - SD/30% CD drawing production
  - SD/30% CD design and communication
- Cost estimating
  - 30% Design cost estimate (July 2024)

### **Assumptions**

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- Jill Moore will provide inclusive play consultation services with fees covered by Landscape Structures, Inc. This does not limit play equipment options to one manufacturer. Play equipment choices will be made based on the best options for the project as vetted by public process.
- Drawings will be provided on our title block.
- Meetings and site visits in addition to those indicated will be billed on an hourly basis.
- Geotechnical engineering services are not included at this time. If they are discovered to be necessary, we will obtain a proposal for approval prior to proceeding.
- Site information in the form of a topographic/boundary survey will be provided by the City of Marysville.

### **Fees**

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Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

10.27.23  
 Jesse Birchman  
 City of Marysville  
 Proposal for Landscape Architectural Services – Jennings Memorial Park Inclusive  
 Playground Project  
 Page 4 of 4



Project Management and Administration	\$33,238.00
Public Engagement	\$40,284.00
Schematic and Preliminary Design	\$80,284.00
10% Markup for Subconsultants	\$1,956.00
<u>Reimbursable Expenses</u>	<u>\$5,000.00</u>
Total	\$160,762.00
<u>Contingency (10%)</u>	<u>\$16,076.00</u>
<b>Contract Total</b>	<b>\$176,838.00</b>

Fees will be billed monthly based upon the percentage of work completed. Services beyond those noted in this proposal will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

Principal	\$225.00 per hour
Associate	\$180.00 per hour
Project Manager	\$150.00 per hour
Landscape Designer	\$120.00 per hour
Administrative Staff	\$105.00 per hour

Printing, reprographic expenses, CAD plots, travel costs, and other reimbursable expenses will be billed at cost plus a 10% administrative mark-up. All accounts are due in ten days. Invoices not paid within 30 days of invoice date will be subject to late charges of 1% per month. If payment for services is not received within 90 days of the invoice date, all subsequent services and/or issuance of documents may be postponed until receipt of payment, unless special arrangements are made prior to providing the services.

If the duration of the contract exceeds one year, hourly rates may be subject to annual adjustments at the anniversary date of the contract.

If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact us. We look forward to working with you on Jennings Memorial Park!

Sincerely,  
**Berger Partnership PS**

A handwritten signature in black ink, appearing to read "Greg Brower".

Greg Brower, PLA  
 Principal

A handwritten signature in black ink, appearing to read "Jennifer Garcia".

Jennifer Garcia, PLA  
 Project Manager

**EXHIBIT B**

**Subcontractors/Subconsultants**

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

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# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Utility Manager Adam Benton, Engineering

**ITEM TYPE:** Agreement

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

**SUBJECT:** Professional Services Agreement with RH2 Engineering, Inc. for the Sewer Comprehensive Plan Update

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering, Inc., in the amount of \$331,662.00, for the Sewer Comprehensive Plan Update.

**SUMMARY:**

The City Council approved the original Professional Services Agreement (PSA) for the Sewer Comprehensive Plan Update on May 10, 2021, in the amount of \$463,330.00. Progress on the project has been ongoing since May 21, 2021, but efforts had been halted due to planning level revisions to zoning as part of the overall City Comprehensive Plan update. These zoning considerations have had a significant impact on the assumptions guiding the update efforts. Not only will the efforts on the sewer plan now align with the overall comprehensive plan, work is now underway on water comprehensive plan; allowing both plans to move forward simultaneously.

The original PSA was inadvertently allowed to expire at the end of 2022 without a supplement that would have otherwise extended the contract time. A new PSA is required to continue the work on the plan and to complete the previously defined scope of work for the update. To date, RH2 has spent \$121,889.62, leaving \$341,440.38 of the original contract amount, for the completion of the original scope of work. RH2 has reassessed the work left to be completed under this PSA, resulting in the slightly reduced fee of \$331,662.00.

Since RH2 was previously selected to perform the complete update to the sewer comprehensive plan, RH2 meets the qualifications and a continuation of their services is essential to the plan update.

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**ATTACHMENTS:**

[PSA RH2 - SSCP - Remainder of Work FINAL.pdf](#)

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

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

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on Notice to Proceed and shall terminate at midnight on December 31, 2025. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Three Hundred Thirty One Thousand Six Hundred Sixty Two Dollars and Zero Cents (\$331,662.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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



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

#### **4.6 INDEMNITY.**

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

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

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

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

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

#### **4.7 INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.9 INDEPENDENT CONTRACTOR.**

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

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

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

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

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

**4.10 EMPLOYMENT.**

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

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

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

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

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

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

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

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

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

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

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

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

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

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

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**  
Adam Benton, Project Engineer  
80 Columbia Aveunue  
Marysville, WA 98270

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

**RH2 ENGINEERING, INC.**

Michele Campbell, P.E., Director

22722 29<sup>th</sup> Drive SE, Suite 210

Bothell, WA 98021

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

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

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

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

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

RH2 ENGINEERING, INC.

By \_\_\_\_\_  
Michele Campbell, P.E.  
Its: Director



ATTEST/AUTHENTICATED:

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

Approved as to form:

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

**EXHIBIT A**  
**Scope of Services**

**EXHIBIT A**  
**Scope of Work**  
**City of Marysville**  
**2024 Sanitary Sewer Comprehensive Plan Update**  
November 2023

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**Background**

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

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

This Scope of Work includes tasks necessary to update the City's Sanitary Sewer Comprehensive Plan (SSCP) and excludes work that was performed under the 2021 SSCP contract. The SSCP update will evaluate the ability of the City's sewer system to meet the needs of existing and currently projected future customers throughout the build-out planning period. The City has selected RH2 Engineering, Inc., (RH2) to update the SSCP to reflect changes since the 2011 *Sewer Comprehensive Plan* was completed. BHC Consultants, LLC (BHC) will be a subconsultant to RH2 and will be primarily responsible for updating and calibrating the existing hydraulic model of the collection system and using the calibrated model to evaluate the collection system hydraulic capacity and capital improvement program. BHC also will confirm the applicability of the WWTP improvements recommended in the 2020 *WWTP Improvement Plan* based on updated flow and load projections and revise the recommended improvements accordingly.

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

Available resources from previous planning work will be utilized to reduce the level of effort necessary for this SSCP update. It is anticipated that the City's Water System Plan will be completed

in conjunction with this project, under a separate contract. Efficiencies related to these joint planning efforts are reflected in the Scope of Work and Fee Estimate. RH2 will use and rely upon the data, information, and materials prepared or provided by the City or others.

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

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

**Objective:** Manage the project team, files, and records. Monitor the Scope of Work and budget and provide monthly invoices. Coordinate with Ecology throughout the development of the SSCP.

**Approach:**

- 1.1 Prepare, monitor, and update the project schedule on a monthly basis.
- 1.2 Review work performed for consistency with this Scope of Work, monitor budget, prepare monthly invoices and monthly progress reports, and manage the RH2 team.
- 1.3 Maintain project records and files.
- 1.4 Coordinate with Ecology to discuss potential future water quality requirements and permit updates.

**RH2 Deliverables:**

- Monthly schedule updates.
- Invoices documenting monthly progress of work completed and earned value compared to contract value.

### **Task 2 – Land Use and Planning Criteria**

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

**Approach:**

- 2.1 Identify current and projected future housing and employment trends and household sizes within the City’s service areas based on available information from City staff, as well as County and state population data.
- 2.2 Develop a table of 10-year, 20-year, and build-out population and employment projections for both the City and the sewer service areas that comply with the GMA.
- 2.3 Meet with the City to confirm future land use condition and population and employment projections.

**RH2 Deliverables:**

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

### Task 3 – Wastewater Flow and Load Analyses

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

**Approach:**

- 3.1 Evaluate historical wastewater flow rate and load data, system-wide infiltration and inflow (I/I) rates, and peaking factors based on information provided by the City. Historical data will include average dry weather, average annual, maximum month, peak day, and peak hour flows. Typical influent ammonia and total nitrogen values will be used to estimate average annual and maximum month loads if sufficient influent data is not available for these constituents.
- 3.2 Collect and compile available existing data for metered water usage, precipitation, average daily temperatures and wastewater flows for 2019 through 2021 as required to update the previous evaluation of infiltration and inflow (I/I) based on US Environmental Protection Agency's (EPA) guidelines.
- 3.3 Estimate wastewater flow and loads for the 10-year, 20-year, and build-out projections based on information provided by the City on proposed developments, population and employment growth, and historical per capita wastewater flow rate and load data.
- 3.4 Develop future wastewater flow and load allocations for each sub-basin.
- 3.5 Meet with the City to review calculated flow rates and water quality loading projections.
- 3.6 Prepare a description of the design storm modeling and analysis of the resulting I/I.

**Assumptions:**

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

**RH2 Deliverables:**

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

## Task 4 – Regulations, Policies, and Design Criteria

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

**Approach:**

- 4.1 Review and document current National Pollutant Discharge Elimination System (NPDES) permit, federal, and state regulations. Document existing water quality requirements and known deficiencies. Document potential future criteria.
- 4.2 Review the City’s existing policies and ordinances, including the pretreatment City Code, and recommend additional or revised policies and design criteria as necessary so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use Ecology, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements.
- 4.3 Summarize each policy and design criteria.
- 4.4 Review the City’s existing construction standards and recommend additional or revised standards, as necessary. Include a copy as an appendix of the SSCP.
- 4.5 Describe the process for responding to requests for new sewer service (individual and group services), including timeframes.
- 4.6 Describe the process for determining if the system’s capacity is adequate to provide sewer service requests for new service.
- 4.7 Describe the procedures for granting or requesting extensions of time during a project with a new sewer service request. Describe the procedures for handling disputes and appeals when requests are denied.
- 4.8 Describe exception policies for extensions of sewer service outside of boundaries.

**RH2 Deliverables:**

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

## Task 5 – Existing System Description

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

**Approach:**

- 5.1 Present the WWTP’s performance based on existing design and operating data. Summarize the current capacity and performance of treatment, effluent disposal, sludge handling, and disposal methods.
- 5.2 Provide updated descriptions and figures of the WWTP, including a site plan, schematic diagram, and hydraulic profile.

5.3 Develop color figures showing the City's treatment and disposal systems using existing GIS files provided by the City.

**Assumptions:**

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

**RH2 Deliverables:**

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

## **Task 6 – Sewer Model Update and Calibration**

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

**Approach:**

- 6.1 Develop the model parameters and inputs necessary to simulate I/I rates based on selected rain events, including the peak rainfall event of record. I/I simulation in the model will be calibrated to available collection system flow meter data, lift station data, and WWTP flow data. I/I will be simulated by inputting rainfall data for the calibration period into the model and adjusting rainfall-dependent parameter values that simulate I/I. Parameter values will be adjusted in an iterative manner until an acceptable peak wet weather flow match with recorded data is achieved. Once a reasonable calibration is achieved for the peak storm event, model validation runs will be conducted for additional storms to check for sufficient model accuracy. Model results also will be validated against areas of known surcharging.
- 6.2 Run the calibrated and validated model to determine collection system deficiencies under current peak flow conditions (design storm). Discuss with the City whether the criteria for deficiency utilized in the 2011 *Sewer Comprehensive Plan* will be retained or modified.
- 6.3 Attend a meeting to review the results of the hydraulic model calibration and deficiencies under current conditions. Discuss and establish criteria for collection system capacity deficiencies and discuss identified areas of concern or question in the current model.

**Assumptions:**

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

**RH2 Deliverables:**

- InfoSWMM model for use in analyzing the existing and projected system.

- List of current collection system deficiencies.
- Attendance at meeting with the City.

## Task 7 – Sewer Collection System Analyses

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

### Approach:

- 7.1 Create future model scenarios for 10 years, 20 years, and build out. For each scenario, update the sub-basin flows based on the sub-basin population, employment, and hydraulic loading projections.
- 7.2 Run hydraulic model simulations for the 10-year, 20-year, and build-out conditions to determine collection system deficiencies under peak flow (design storm) conditions.
- 7.3 Based on deficiencies identified through the hydraulic modeling of the future scenarios, prepare a preliminary list of recommended collection system improvements to address current and future deficiencies. Recommended improvements will consider needs under build-out conditions so that improvements will not need to be upgraded again to accommodate build out.
- 7.4 If there are deficiencies triggered by growth in commercial/industrial areas, test the capacity of the system to determine what extent of growth in the commercial/industrial areas of concern could be accommodated without deficiencies. Up to three (3) different scenarios will be analyzed as follows:
  - One (1) scenario will determine current available hydraulic capacity within a defined commercial area of interest.
  - The remaining two (2) scenarios could involve a similar analysis for a different commercial area and/or examining level of improvements needed for different types of developments.
- 7.5 Attend a meeting to review the identified deficiencies under projected 10-year, 20-year, and build-out conditions. Discuss identified areas of concern and potential improvements.
- 7.6 Prepare a summary of the model scenarios, analyses, and identified deficiencies. Prepare figures identifying deficiencies for the current, 10-year, 20-year, and build-out conditions.

### RH2 Deliverables:

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



## Task 8 – WWTP Evaluation

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

### Approach:

- 8.1 Update the process capacity spreadsheet prepared for the 2020 *WWTP Improvement Plan*, which compares operating parameters to typical design values using projected flows and loads for current, 10-year, 20-year, and build-out conditions.
- 8.2 Review the preliminary sizing of the recommended improvements as documented in the 2020 *WWTP Improvement Plan*. This will include running the BioWin process model for the recommended improvements under the updated flow and load projections to confirm performance with adjusted sizing.
- 8.3 Update the capital and operation and maintenance (O&M) costs for the recommended improvements based on adjustments to process sizing. In accordance with the Association for the Advancement of Cost Engineering (AACE), costs have an expected accuracy of -30 percent to +50 percent as Class 4 planning-level estimates.
- 8.4 Identify deficiencies in WWTP capacity prior to the assumed timeline for construction of the improvements recommended in the 2020 *WWTP Improvement Plan*. Identify short-term targeted improvements to increased capacity to address these deficiencies until the recommended improvements are planned to be constructed.
- 8.5 Prepare a summary of the alternatives and evaluations included in the 2020 *WWTP Improvement Plan*, which will be included as an appendix to the SSCP. This will include discussion of any adjustments to the sizing, layout, and costs of the recommended improvements. This also will include discussion of identified short-term deficiencies and related improvement recommendations, as well as associated capital costs.
- 8.6 Attend a meeting to review the adjustments to recommended WWTP improvements and short-term deficiencies and potential associated improvements.

### Assumptions:

- *Discussions of water reuse and biosolids management from the 2011 Sewer Comprehensive Plan are still relevant to the current WWTP and will be incorporated into this chapter with minor updates, as required (e.g., information on recent biosolids quality and quantities).*
- *It is assumed that changes in projected flows and loads and subsequent sizing of WWTP-related improvements will not be so large as to necessitate revisiting the evaluation and comparison of alternatives included in the 2020 WWTP Improvement Plan.*
- *This project will not require preparation of an engineering report for approval by Ecology that would serve as the necessary precursor to design of improvements recommended from this Scope of Work.*

- *This project will not include conducting an updated mixing zone study.*
- *This project will not include any permitting preparation other than the State Environmental Policy Act (SEPA) Checklist for the SSCP. This includes, but is not limited to, State Environmental Review Process (SERP), cultural resources survey, biological assessment, and environmental permitting. It is assumed that if these are required for regulatory acceptance or to meet funding application requirements, they will be performed concurrent with or immediately following preparation of an engineering report.*

**RH2 Deliverables:**

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

**Task 9 – Capital Improvement Plan**

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

**Approach:**

- 9.1 Briefly describe sewer collection system and WWTP improvements that have been completed since the last SSCP update.
- 9.2 For the list of proposed sewer pipeline replacements/rehabilitations and WWTP improvements from Tasks 7 and 8, briefly describe the purpose/benefit of the improvements.
- 9.3 Prepare a list of proposed sewer lift station improvements for the existing system based on the results of the existing system and proposed system analyses. Briefly describe the purpose/benefit of the improvements.
- 9.4 Prepare a list of recommended sewer system improvements not related to capacity and briefly describe the purpose/benefit of the improvements.
- 9.5 Perform modeling revisions to the initial recommendations for collection system improvements to provide information on required pipe and pump sizing to meet capacity requirements. *An allocation of up to twelve (12) hours has been assumed for this subtask.*
- 9.6 Review and make recommendations, as necessary, for changes to the City’s existing standards for system replacements, rehabilitations, and extensions.
- 9.7 Prepare a planning-level cost estimate for each improvement identified based on current industry prices. In accordance with AACE, costs have an expected accuracy of -30 percent to +50 percent as Class 4 planning-level estimates.

- 9.8 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. *Prioritization and scheduling may consider other scheduled CIPs developed for transportation and other utilities, sewer main video inspection results, and O&M costs for pipe segments.*
- 9.9 Schedule improvements based on the results of the prioritization.
- 9.10 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and the 20-year planning period.
- 9.11 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 9.12 Provide tables documenting the development of the CIP and integrate them within the chapter text.
- 9.13 Prepare color figures of Proposed Sewer System Improvements for the 10-year, 20-year, and build-out planning periods.
- 9.14 Prepare GIS files of the existing system and proposed CIP for transmittal to the City. GIS layers will include a field to indicate flushing status and date for each pipe.
- 9.15 Meet with City staff to discuss the sewer system and WWTP improvements and the proposed schedule of implementation.

**RH2 Deliverables:**

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

**Task 10 – Operations and Maintenance**

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

**Approach:**

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

**Assumptions:**

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

**RH2 Deliverables:**

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

## Task 11 – Financial Analysis

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

### Approach:

- 11.1 Provide a list of data needs encompassing the necessary financial data to complete the study.
- 11.2 Review the City’s current fiscal policies for operating and capital reserves, system reinvestment funding, debt management, and debt service coverage and recommend changes if warranted.
- 11.3 Evaluate capital funding options and develop a capital financing plan for the 10-year and 20-year CIP for the sewer utility, including a forecast of capital funding needs, potential borrowing requirements, and associated cash flows and balances over the study period. Evaluate and recommend an appropriate balance of funding from cash, capital improvement charges, bonds, low interest loans, and/or other available funding sources.
- 11.4 Forecast ongoing O&M costs based on the current sewer operating budget or prior year actuals. Apply economic forecast factors and engineering planning growth estimates to the operating expenses and revenues.
- 11.5 Develop an operating cash flow projection for the 10-year and 20-year study period integrating fiscal policies, operating forecast, and capital financing impacts. Compare forecasted financial requirements against forecasted revenue under existing rates to determine annual and cumulative revenue adjustments needed to ensure financial sustainability over time.
- 11.6 Develop a rate forecast for the 10-year period. Apply annual rate adjustments to the City’s existing rate structures “across-the-board,” meaning each rate class and rate charge (fixed and variable) will be adjusted equally. Perform an affordability test as an indication of a residential customer’s ability to pay the existing and forecasted rates.
- 11.7 Attend one (1) review meeting with City staff to review assumptions and results of financial analysis and chapter.
- 11.8 Prepare the draft financial chapter for City staff review. Incorporate changes, as appropriate, into final version of the financial chapter.
- 11.9 Review the financial chapter prepared by FCS, format the document for consistency with other chapters, and incorporate the financial chapter into the SSCP.

### RH2 Deliverables:

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

## Task 12 – Rate Study for Sewer and Stormwater Utilities

**Objective:** Prepare a rate study for the sewer and stormwater utilities to be included as an appendix of the SSCP. This Task will be performed with assistance from FCS as a subconsultant to RH2 and coordinated with the Water System Plan rate study effort for consistency and efficiency.

### Approach:

- 12.1 Attend an initial project meeting to confirm the goals and objectives of the overall rate study and focus efforts. Meeting will identify project objectives, expectations, and deliverables, and outline the project schedule and key milestones.
- 12.2 Provide a list of data needs encompassing historical and projected financial, sewer use, operational, billing, and planning information.
- 12.3 Develop a cost of service rate model. Coordinate with the City to determine how the model is intended to be used, what answers need to be generated by the tool, and what user interface will be most effective.
- 12.4 Perform a revenue requirement analysis of annual cash flow needs by identifying expenses incurred to operate and manage the system, including cost increases resulting from changes in staffing and/or enhanced programs or initiatives, capital repair/replacement needs, existing and potential new debt payment obligations, and fiscal policy achievement. Develop alternative rate strategies to consider operational changes, capital prioritization, and overall asset management funding approaches for long-term capital needs.
- 12.5 Perform the cost of service analysis (COSA). The COSA will identify the cost to serve each customer classification within the system. Any new customer classifications identified as part of the study process will be evaluated independently for equity.
- 12.6 Perform a rate design to determine how the target level of revenue will be generated from the fixed and variable charges from each customer class. The rate design will consider both the level (amount of revenue that must be generated) and structure (how the revenue will be collected, or bill assessed). Coordinate with City staff to determine if any rate structure changes are warranted or if specific policy objectives need to be satisfied.
- 12.7 Perform a capital improvement charge (CIC) update to reflect existing and future capital costs associated with providing service to new connections as identified in the City's current surface water planning documents and the SSCP that is being drafted. Incorporate the results of the CIC into the revenue requirement, as revenue from these fees will help offset capital costs.
- 12.8 Attend five (5) project meetings at key milestones with City staff to review key assumptions and outcomes.
  - One (1) meeting to review revenue requirement findings and alternatives.
  - One (1) meeting to review COSA findings.
  - One (1) meeting to review rate design findings and final recommendations.

- One (1) meeting to review CIC recommendations.
- One (1) meeting to review final recommendations and present rate study.

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

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

**RH2 Deliverables:**

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

**Task 13 – Appendices**

**Objective:** Prepare miscellaneous appendices for inclusion in the SSCP.

**Approach:**

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

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

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

13.4 Include a copy of the NPDES Waste Discharge Permit.

13.5 Include a copy of City construction standards.

**Assumptions:**

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

**RH2 Deliverables:**

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

**Task 14 – Executive Summary and Introduction**

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

**Approach:**

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

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

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

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

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

**RH2 Deliverables:**

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

**Task 15 – Final Plan Review and Submittal**

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

**Approach:**

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

15.2 Revise the SSCP per City review comments.

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

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

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

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

**Assumptions:**

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

**RH2 Deliverables:**

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

**Task 16 – Ecology and Agency Review Revisions**

**Objective:** Revise the SSCP per Ecology review comments.

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

- 16.2 Revise the SSCP to address review comments provided by Ecology.
- 16.3 Prepare a response letter to Ecology to summarize how each comment was addressed and the location of the associated responses in the update to the SSCP.
- 16.4 Prepare PDFs for the final SSCP document with Professional Engineer stamps and signatures. Produce USBs of the digital SSCP for transmittal to the City.
- 16.5 Produce copies of the revised SSCP pages with Professional Engineer stamps and signatures for inclusion with the draft SSCP sent to Ecology. Prepare three (3) complete hard copies of the final SSCP for the City. Transmit the final SSCP insertion pages to Ecology.

**Assumptions:**

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

**RH2 Deliverables:**

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

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

**Project Schedule**

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

**Potential Future Tasks**

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

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



**EXHIBIT B****Fee Estimate****City of Marysville****Sanitary Sewer Comprehensive Plan Update****Nov-23**

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management, Data Collection and Agency Coordination	63	\$ 16,023	\$ -	\$ 402	\$ 16,425
Task 2 Land Use and Planning Criteria	38	\$ 7,645	\$ -	\$ 549	\$ 8,194
Task 3 Wastewater Flow and Load Analyses	59	\$ 11,654	\$ 1,694	\$ 596	\$ 13,944
Task 4 Regulations, Policies, and Design Criteria	26	\$ 5,622	\$ -	\$ 142	\$ 5,764
Task 5 Existing System Description	26	\$ 5,042	\$ 6,369	\$ 550	\$ 11,961
Task 6 Model Calibration	6	\$ 1,524	\$ 11,570	\$ 93	\$ 13,187
Task 7 Sewer Collection System Analyses	17	\$ 3,643	\$ 47,588	\$ 105	\$ 51,336
Task 8 WWTP Evaluation	51	\$ 13,923	\$ 27,799	\$ 350	\$ 42,072
Task 9 Capital Improvement Plan	141	\$ 26,257	\$ 4,312	\$ 2,126	\$ 32,695
Task 10 Operations and Maintenance	13	\$ 2,305	\$ -	\$ 59	\$ 2,364
Task 11 Financial Analysis	8	\$ 1,658	\$ 18,530	\$ 43	\$ 20,231
Task 12 Rate Study for Sewer and Stormwater Utilities	42	\$ 9,574	\$ 61,014	\$ 239	\$ 70,827
Task 13 Appendices	8	\$ 1,190	\$ -	\$ 32	\$ 1,222
Task 14 Executive Summary and Introduction	17	\$ 3,116	\$ -	\$ 80	\$ 3,196
Task 15 Final Plan Review and Submittal	79	\$ 14,533	\$ 9,020	\$ 2,692	\$ 26,245
Task 16 Ecology and Agency Review Revisions	41	\$ 6,606	\$ 3,806	\$ 1,588	\$ 12,000
<b>PROJECT TOTAL</b>	<b>635</b>	<b>\$ 130,315</b>	<b>\$ 191,701</b>	<b>\$ 9,646</b>	<b>\$ 331,662</b>

**EXHIBIT C**  
**RH2 ENGINEERING, INC.**  
**2024 SCHEDULE OF RATES AND CHARGES**

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$216	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.655	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

## **EXHIBIT B**

### **Subcontractors/Subconsultants**

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

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# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Jennifer Ferrer-Santa Ines, Finance

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **Public Hearings**

**SUBJECT:** An **Ordinance** Setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville for the Year 2024.

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

**SUMMARY:** This Ordinance is an annual action for consideration and adoption by Council to maintain existing services within the City of Marysville. This will assess the same levy as the year prior, with no percentage increase to what was levied in 2023.

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**ATTACHMENTS:**  
[Regular levy ordinance 2024.docx](#)

**DRAFT**  
**CITY OF MARYSVILLE**  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE REGULAR PROPERTY TAX LEVY FOR ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MARYSVILLE, WASHINGTON FOR THE YEAR 2024.**

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2024; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 13, 2023 by publishing notice on October 30, 2023 and November 6, 2023 to consider public comment on the levy for all real, personal, and utility property subject to taxation; and

WHEREAS, the population of the City of Marysville is more than 10,000; and

WHEREAS, the City of Marysville's actual regular levy amount from the previous year was \$11,185,396.83.

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

SECTION 1. That an increase in the regular property tax levy on taxable property within the City is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of 0% from the previous year.

SECTION 2. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 4. 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 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 13th day of November, 2023.

CITY OF MARYSVILLE

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

Attest:

By \_\_\_\_\_  
TINA BROCK, CITY CLERK

Approved as to form:

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

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Engineering Coordinator Laurie Barbosa, Public Works

**ITEM TYPE:** Project Acceptance

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

**SUBJECT:** Project Acceptance for the 2<sup>nd</sup> Street LID Improvement Project  
\*

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to accept the 2<sup>nd</sup> Street LID Improvement Project, starting the 60-day lien filing period for project closeout.

**SUMMARY:**

On July 11, 2022, the City Council awarded the 2<sup>nd</sup> Street LID Improvement Project to SRV Construction Company, in the amount of \$3,638,771.93. Over the course of the year that followed, the project gave rise to significant improvements along 2<sup>nd</sup> Street from 47<sup>th</sup> Avenue in the east to the downtown core in the west. Notably, this included the installation of bioretention cells (“rain gardens”) at four key intersections – to capture and treat storm-water runoff – along with ADA ramps, curb extensions (“bulb-outs”) and landscaped median islands. The end result is a roadway that is significantly improved from an aesthetic and environmental standpoint, and safer due to the “traffic calming” effect that the bulb-outs and islands combine to provide. (Bulb-outs also serve to reduce pedestrian crossing distances, further enhancing safety.)

In aggregate, the cost for this project totaled \$3,608,882.89 – yielding a \$30k budget underrun while leaving the approved \$181,938.60 Management Reserve intact. With Department of Ecology funding for construction equaling \$1,268,465.08, the City’s total outlay for the project therefore amounted to \$2,340,417.81.

Work performed under this contract was inspected by City staff and found to be physically complete on July 1, 2023, in accordance with the approved plans and specifications.

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**ATTACHMENTS:**

[SL\\_007\\_Physical Completion.pdf](#)





**MARYSVILLE**  
**PUBLIC WORKS**

October 25, 2023

Mr. John Snyder  
SRV Construction, Inc.  
P.O. Box 507  
Anacortes, WA 98221

Subject: Marysville Project D-2101  
2<sup>nd</sup> Street LID Improvements  
Serial Letter 007: Notice of Physical Completion

Dear John:

This letter is to confirm that the referenced project was deemed Physically Complete by the City of Marysville on July 1, 2023, representing the date that all punch-list work was brought to a close. With that, and the recent processing of the final progress estimate, we will now be taking the project forward to Marysville City Council for recommended final acceptance. This is tentatively scheduled to occur on December 11<sup>th</sup>, after which time the 60-day lien filing period will commence.

The following documents still must be generated in order to establish the Project Completion Date:

1. Certificate of Release from Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

SRV's retainage will be released once these forms have been issued, and upon completion of the lien filing period (presuming that no claims are filed). If you have any questions or comments, please contact me.

Sincerely,

CITY OF MARYSVILLE

Patrick Gruenhagen, P.E.  
Senior Project Manager

CC: Project File

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

**AMENDMENT NO. 1 TO  
LEASE AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND LINC NW**

**THIS AMENDMENT NO. 1** (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and the LINC NW, a Washington non-profit corporation (“Lessee”).

WHEREAS, the parties hereto have previously entered into a lease agreement, whereby the City leased to Lessee the property located at 6915 Armar Road, Marysville WA 98270 (APN 00408900000702) (the “Lease Agreement”), said Lease Agreement made effective March 15, 2023; and

WHEREAS, the parties desire to amend Section 4 of the Lease Agreement, to better clarify that Lessee is required to pay leasehold excise taxes; and

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

1. Section 4 of the Lease Agreement is hereby amended to read as follows:

“There will be no monthly rental amounts due under this Lease Agreement; rather the Lessee’s provision of public services is good and valuable consideration. Lessee ~~will be~~ is responsible for ~~any~~ all leasehold excise taxes and all associated penalties and fees; ~~in the event any are assessed in relation to this Lease Agreement.~~”

2. Each and every provision of the Lease Agreement shall remain in full force and effect, except as modified herein.

**[SIGNATURES LOCATED ON FOLLOWING PAGE]**

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

CITY OF MARYSVILLE

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

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

LINC NW

By \_\_\_\_\_  
[Name]  
Its: [Title]

ATTEST/AUTHENTICATED:

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

Approved as to form:

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Jennifer Ferrer-Santa Ines, Finance

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** amending the 2023-2024 Biennial Budget for various purposes not known at the time of budget adoption.

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

**SUMMARY:** This budget ordinance provides for course corrections based on new information for the 2023 Budget year that was not known at the time of budget adoption. Staff routinely brings budget amendments, approximately quarterly to be transparent and accountable.

**ATTACHMENTS:**  
[Q4 2023 Budget Amendment Memov2.docx](#)  
[11 6 2023 BA Ordinance Nov 2023 v2.docx](#)



**MARYSVILLE**  
**FINANCE**

TO: Mayor and City Council  
FROM: Jennifer Ferrer-Santa Ines, Finance Director  
DATE: November 6, 2023  
RE: Q4 Budget Amendment Memo

This budget ordinance provides for course corrections based on new information for the 2023 budget year that was not known at the time of budget adoption. Staff routinely brings budget amendments, approximately quarterly to be transparent and accountable.

Budget amendment is a recurring budget process step; staff accumulates new information anticipating to bring adjustments of this type to council on an approximately quarterly basis and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 2<sup>nd</sup>,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

Revenue adjustments included in this amendment total \$1,057,885. Expenditure adjustments total \$2,579,978, for a net decrease of \$1,522,093.

Proposed amendments to the 2023-2024 Biennial budget includes adding 2 FTEs and the transition of up to four police officers as Corporals as described below.

An Analyst position that was housed in Public Works transitioned to the Finance Department beginning in January 2023 to collaborate with the rest of the finance team performing similar work. This Analyst is dedicated to serving Public Works departments, which include capital projects monitoring and grant reimbursement requests. This position was traditionally paid for by the funds and departments it serves, however, it was inadvertently charged to the General Fund in 2023. The costs year-to-date have been absorbed by the respective funds where this position is focused.

The department would like to repurpose the General Fund dollars for an additional Senior Finance Analyst. There have been a number of staff transitions in the Finance Department including retirements of key and senior personnel. As such, the department has been using seasonal help through the transition. The remaining staff are new to their roles and the department needs additional resources to rebuild the team and gain efficiencies including modernizing and automating processes and implementing new technology to reduce duplicate and redundant efforts across multiple departments in the organization. The difference between the already budgeted Finance Analyst and a Senior Finance Analyst position is \$30,000.

(360) 363-8000

Civic Center  
501 Delta Ave  
Marysville, WA 98270

The Legal Department has been in need of additional resources to manage caseloads. The department has been using temporary help this year and would benefit by having an additional Prosecutor. The Assistant Prosecutor position will be renamed/reclassified as Prosecutor I and current Prosecutor will be renamed/reclassified as Prosecutor II as shown on the updated salary grid. The difference between the temporary budget which will offset the cost of a new Prosecutor I is \$40,000.

Recruitment for both positions will begin upon adoption of this Ordinance. Staff will include the request for additional funds in early 2024 when the positions will likely be filled.

The current salary grid submitted to Council this past July included wages for a Police Corporal. This Ordinance formally requests up to four Officer FTEs to transition to Police Corporals. The officer positions will not be backfilled and the department will remain with the same FTE count as previously approved.

CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2023-2024 budget. The following funds as referenced in Ordinance No. 3239 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 17,553,776	\$ 17,553,776	\$ -
General Fund	001	Revenue	125,589,246	125,929,046	339,800
General Fund	001	Expenditures	135,723,736	136,165,672	441,936
General Fund	001	Ending Fund Balance	7,419,286	7,317,150	(102,136)
Transp Benefit District	114	Beginning Fund Balance	8,770,299	\$ 8,770,299	\$ -
Transp Benefit District	114	Revenue	5,104,966	5,104,966	-
Transp Benefit District	114	Expenditures	3,900,000	8,150,000	4,250,000
Transp Benefit District	114	Ending Fund Balance	9,975,265	5,725,265	(4,250,000)
Streets Construction	305	Beginning Fund Balance	940,416	940,416	-
Streets Construction	305	Revenue	45,357,532	45,357,532	-
Streets Construction	305	Expenditures	46,241,688	43,991,688	(2,250,000)
Streets Construction	305	Ending Fund Balance	56,260	2,306,260	2,250,000
City Facilities	314	Beginning Fund Balance	15,712	15,712	-
City Facilities	314	Revenue	6,645,652	6,645,652	-
City Facilities	314	Expenditures	6,661,364	6,662,504	1,140
City Facilities	314	Ending Fund Balance	-	(1,140)	(1,140)
Water/Sewer Utilities	401	Beginning Fund Balance	15,132,192	15,132,192	-
Water/Sewer Utilities	401	Revenue	62,468,161	62,468,161	-
Water/Sewer Utilities	401	Expenditures	71,051,108	71,268,496	217,388
Water/Sewer Utilities	401	Ending Fund Balance	6,549,245	6,331,857	(217,388)
Garbage & Refuse	410	Beginning Fund Balance	3,823,705	3,823,705	-
Garbage & Refuse	410	Revenue	29,718,807	29,718,807	-
Garbage & Refuse	410	Expenditures	31,135,795	31,445,124	309,329
Garbage & Refuse	410	Ending Fund Balance	2,406,717	2,097,388	(309,329)
Golf Course	420	Beginning Fund Balance	988,592	988,592	-
Golf Course	420	Revenue	3,335,304	3,335,304	-
Golf Course	420	Expenditures	3,409,233	3,533,593	124,360
Golf Course	420	Ending Fund Balance	914,663	790,303	(124,360)
Utility Debt Service	450	Beginning Fund Balance	997,432	997,432	-
Utility Debt Service	450	Revenue	9,724,191	9,840,266	116,075
Utility Debt Service	450	Expenditures	9,625,791	9,645,341	19,550
Utility Debt Service	450	Ending Fund Balance	1,095,832	1,192,357	96,525
Fleet Services	501	Beginning Fund Balance	448,479	448,479	-
Fleet Services	501	Revenue	8,376,113	8,376,113	-
Fleet Services	501	Expenditures	8,449,332	8,461,688	12,356
Fleet Services	501	Ending Fund Balance	375,260	362,904	(12,356)
Facility Maintenance	502	Beginning Fund Balance	70,535	70,535	-
Facility Maintenance	502	Revenue	2,214,643	2,216,653	2,010
Facility Maintenance	502	Expenditures	2,032,865	2,222,313	189,448
Facility Maintenance	502	Ending Fund Balance	252,313	64,875	(187,438)
Information Services	503	Beginning Fund Balance	76,946	76,946	-
Information Services	503	Revenue	7,387,924	7,387,924	-
Information Services	503	Expenditures	7,397,912	6,662,383	(735,529)
Information Services	503	Ending Fund Balance	66,958	802,487	735,529
Medical Insurance	512	Beginning Fund Balance	1,613,914	1,613,914	-
Medical Insurance	512	Revenue	13,580,930	14,180,930	600,000
Medical Insurance	512	Expenditures	12,762,013	12,762,013	-
Medical Insurance	512	Ending Fund Balance	2,432,831	3,032,831	600,000
Net Increase/(Decrease)					\$ (1,522,093)

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

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 \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_



**EXHIBIT A – 2023-2024  
Amendment Account Detail**

Description		Revenue Adjustment	Appropriation Adjustment	Balance Adjustment
<b>General Fund</b>				
Transfer-out	Transfer budget to fund 512 Medical Insurance Fund to meet 16 weeks Reserve Balance		441,936	(441,936)
Transfer-in	Cost allocation true up-fr Fund 410	287,600		287,600
	Cost allocation true up-fr Fund 420	22,350		22,350
	Cost allocation true up-fr Fund 450	19,550		19,550
	Cost allocation true up-fr Fund 413	10,300		10,300
		<u>339,800</u>	<u>441,936</u>	<u>(102,136)</u>
<b>Transportation Benefit District-Fund 114</b>				
	Overlay budget incorrectly budgeted in Fund 305		2,250,000	(2,250,000)
	Additional overlay budget based on YTD actuals		2,000,000	(2,000,000)
		<u>-</u>	<u>4,250,000</u>	<u>(4,250,000)</u>
<b>GMA-Streets - Fund 305</b>				
	Remove preservation dollars s/b budgeted in TBD Fund 114		(2,250,000)	2,250,000
		<u>-</u>	<u>(2,250,000)</u>	<u>2,250,000</u>
<b>City Facilities - Fund 314</b>				
Transfer	Cost-share transfer to F512 to establish 16 weekds Reserve Balance		1,140	(1,140)
		<u>-</u>	<u>1,140</u>	<u>(1,140)</u>
<b>Water/Sewer Operating - Fund 401</b>				
Transfer out	Cost-share transfer to F512 to establish 16 weekds Reserve Balance		101,313	(101,313)
Transfer out	Utility Debt Service		116,075	(116,075)
		<u>-</u>	<u>217,388</u>	<u>(217,388)</u>
<b>Solid Waste - Fund 410</b>				
Transfer	Cost-share transfer to F512 to establish 16 weekds Reserve Balance	-	21,729	(21,729)
	Cost allocation true up		287,600	(287,600)
<b>Total Solid Waste</b>		<u>-</u>	<u>309,329</u>	<u>(309,329)</u>
<b>Golf Course - Fund 420</b>				
	Operating Rentals		50,000	(50,000)
	Professional Service		50,000	(50,000)
	Cost allocation true up		22,350	(22,350)
	Facilities Allocation true up		2,010	(2,010)
		<u>-</u>	<u>124,360</u>	<u>(124,360)</u>
<b>Utility Debt Service-450</b>				
Transfer-in	Utility Debt Service	116,075		116,075
	Cost allocation true up		19,550	(19,550)
		<u>116,075</u>	<u>19,550</u>	<u>96,525</u>
<b>Fleet Maintenance - Fund 501</b>				
Transfer-out	Cost-share transfer to F512 to establish 16 weekds Reserve Balance	-	12,356	(12,356)
		<u>-</u>	<u>12,356</u>	<u>(12,356)</u>
<b>Facility Maintenance - Fund 502</b>				
Transfer-out	Cost-share transfer to F512 to establish 16 weekds Reserve Balance	-	4,148	(4,148)
	Overtime		90,000	(90,000)
	Repair/Maintenance		40,000	(40,000)
	Janitorial Supplies		45,000	(45,000)
	Cost allocation true up-GF		10,300	(10,300)
	Cost allocation true up-fr Golf	2,010		2,010
		<u>2,010</u>	<u>189,448</u>	<u>(187,438)</u>
<b>Information Services - Fund 503</b>				
Transfer	Cost-share transfer to F512 to establish 16 weekds Reserve Balance	-	17,378	(17,378)
Budget Reduction	Correction of previous budget appropriations		(752,907)	752,907
		<u>-</u>	<u>(735,529)</u>	<u>735,529</u>
<b>Total Information Services</b>				
		<u>-</u>	<u>(735,529)</u>	<u>735,529</u>
<b>Medical Insurance - Fund 512</b>				
Transfer	Additional funds to establish 16 weeks Reserve Balance	600,000		600,000
		<u>600,000</u>	<u>-</u>	<u>600,000</u>
<b>GRAND TOTAL</b>		<u>1,057,885</u>	<u>2,579,978</u>	<u>(1,522,093)</u>

## EXHIBIT B – 2023-2024 Compensation Grids

### CITY OF MARYSVILLE MANAGEMENT PAY GRID 2023

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 79,922 \$ 38.43	\$ 82,325 \$ 39.99	\$ 84,773 \$ 40.75	\$ 87,312 \$ 41.97	\$ 89,964 \$ 43.25	\$ 92,638 \$ 44.54	\$ 95,426 \$ 45.89	\$ 97,830 \$ 47.04	\$ 100,254 \$ 48.20	Annual Hourly
M113	Assistant Court Administrator Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 87,108 \$ 41.87	\$ 89,714 \$ 43.13	\$ 92,435 \$ 44.44	\$ 95,177 \$ 45.75	\$ 98,055 \$ 47.15	\$ 101,003 \$ 48.56	\$ 104,017 \$ 50.00	\$ 106,623 \$ 51.26	\$ 109,277 \$ 52.53	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst <b>Assistant Prosecutor Prosecutor I</b>	\$ 98,522 \$ 44.96	\$ 96,333 \$ 46.31	\$ 99,234 \$ 47.71	\$ 102,181 \$ 49.13	\$ 105,265 \$ 50.61	\$ 108,415 \$ 52.12	\$ 111,701 \$ 53.70	\$ 114,467 \$ 55.03	\$ 117,323 \$ 56.41	Annual Hourly
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 100,095 \$ 48.12	\$ 103,066 \$ 49.56	\$ 106,171 \$ 51.04	\$ 109,366 \$ 52.57	\$ 112,653 \$ 54.16	\$ 116,031 \$ 55.79	\$ 119,522 \$ 57.46	\$ 122,468 \$ 58.88	\$ 125,528 \$ 60.35	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 107,100 \$ 51.49	\$ 110,296 \$ 53.03	\$ 113,605 \$ 54.62	\$ 117,006 \$ 56.25	\$ 120,519 \$ 57.94	\$ 124,145 \$ 59.68	\$ 127,863 \$ 61.48	\$ 131,058 \$ 63.01	\$ 134,322 \$ 64.59	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 112,426 \$ 54.05	\$ 115,806 \$ 55.67	\$ 119,272 \$ 57.34	\$ 122,853 \$ 59.06	\$ 126,571 \$ 60.86	\$ 130,333 \$ 62.66	\$ 134,254 \$ 64.55	\$ 137,610 \$ 66.16	\$ 141,055 \$ 67.82	Annual Hourly
M118	Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 118,070 \$ 56.76	\$ 121,584 \$ 58.45	\$ 125,234 \$ 60.21	\$ 128,996 \$ 62.02	\$ 132,895 \$ 63.89	\$ 136,861 \$ 65.80	\$ 140,964 \$ 67.78	\$ 144,500 \$ 69.48	\$ 148,105 \$ 71.20	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 123,964 \$ 59.60	\$ 127,681 \$ 61.39	\$ 131,513 \$ 63.23	\$ 135,456 \$ 65.13	\$ 139,512 \$ 67.07	\$ 143,707 \$ 69.09	\$ 148,013 \$ 71.16	\$ 151,708 \$ 72.93	\$ 155,516 \$ 74.77	Annual Hourly
M120	Assistant City Engineer Economic Development Manager	\$ 130,152 \$ 62.57	\$ 134,050 \$ 64.44	\$ 138,062 \$ 66.38	\$ 142,233 \$ 68.39	\$ 146,495 \$ 70.43	\$ 150,892 \$ 72.53	\$ 155,425 \$ 74.73	\$ 159,302 \$ 76.59	\$ 163,290 \$ 78.51	Annual Hourly
M121	No Position	\$ 136,680 \$ 65.72	\$ 140,783 \$ 67.68	\$ 144,976 \$ 69.70	\$ 149,328 \$ 71.79	\$ 153,816 \$ 73.95	\$ 158,440 \$ 76.17	\$ 163,200 \$ 78.47	\$ 167,257 \$ 80.41	\$ 171,427 \$ 82.41	Annual Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 143,502 \$ 69.00	\$ 147,786 \$ 71.05	\$ 152,229 \$ 73.20	\$ 156,831 \$ 75.40	\$ 161,523 \$ 77.66	\$ 166,350 \$ 79.97	\$ 171,338 \$ 82.37	\$ 175,644 \$ 84.45	\$ 180,018 \$ 86.55	Annual Hourly
M123	Assistant Police Chief	\$ 157,851 \$ 75.89	\$ 162,587 \$ 78.17	\$ 167,461 \$ 80.50	\$ 172,493 \$ 82.93	\$ 177,638 \$ 85.40	\$ 182,988 \$ 87.97	\$ 188,474 \$ 90.62	\$ 193,188 \$ 92.87	\$ 198,016 \$ 95.20	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 165,738 \$ 79.68								\$ 212,137 \$ 101.99	Annual Hourly
M125	Finance Director	\$ 174,034 \$ 83.66								\$ 222,746 \$ 107.09	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$ 182,738 \$ 87.85								\$ 233,897 \$ 112.46	Annual Hourly
M130	Chief Administrative Officer	\$ 197,495 \$ 94.95								\$ 252,798 \$ 121.54	Annual Hourly

**CITY OF MARYSVILLE  
NON REPRESENTED PAY GRID 2023**

5% Increase - Effective 1/1/2023

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 70,471	\$ 72,578	\$ 74,755	\$ 76,999	\$ 79,311	\$ 81,691	\$ 84,139	\$ 86,247	\$ 88,401	Annual Hourly
	Planning Technician	\$ 33.87	\$ 34.89	\$ 35.94	\$ 37.01	\$ 38.13	\$ 39.27	\$ 40.46	\$ 41.46	\$ 42.49	
	Confidential Legal Assistant										
	Computer Technician										
	Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 74,687	\$ 76,953	\$ 79,242	\$ 81,623	\$ 84,070	\$ 86,564	\$ 89,193	\$ 91,414	\$ 93,704	Annual Hourly
	Probation Officer	\$ 35.91	\$ 36.99	\$ 38.09	\$ 39.24	\$ 40.41	\$ 41.62	\$ 42.88	\$ 43.95	\$ 45.05	
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 79,922	\$ 82,325	\$ 84,773	\$ 87,312	\$ 89,964	\$ 92,638	\$ 95,426	\$ 97,830	\$ 100,254	Annual Hourly
	Confidential Admin Associate	\$ 38.43	\$ 39.59	\$ 40.75	\$ 41.97	\$ 43.25	\$ 44.54	\$ 45.89	\$ 47.04	\$ 48.20	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	N113	Associate Planner	\$ 87,108	\$ 89,714	\$ 92,413	\$ 95,177	\$ 98,033	\$ 101,003	\$ 104,017	\$ 106,623	
I.S. Analyst		\$ 41.87	\$ 43.13	\$ 44.43	\$ 45.75	\$ 47.13	\$ 48.56	\$ 50.00	\$ 51.26	\$ 52.53	
Engineering Technician											
Financial Analyst											
GIS Analyst											
Human Resource Specialist											
Inspector II - Building											
Inspector II - Construction											
Executive Services Coordinator											
NPDES Coordinator											
Senior Communications Specialist/PIO Community Intervention Specialist II											
N114	Crime & Intelligence Analyst	\$ 93,522	\$ 96,333	\$ 99,234	\$ 102,181	\$ 105,265	\$ 108,415	\$ 111,701	\$ 114,467	\$ 117,323	Annual Hourly
	Electronic Control Systems Administrator	\$ 44.96	\$ 46.31	\$ 47.71	\$ 49.13	\$ 50.61	\$ 52.12	\$ 53.70	\$ 55.03	\$ 56.41	
	Inspector III - Combo										
	Inspector III - Electrical										
	Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 100,095	\$ 103,066	\$ 106,171	\$ 109,366	\$ 112,653	\$ 116,031	\$ 119,522	\$ 122,468	\$ 125,528	Annual Hourly
	Civil Plan Review	\$ 48.12	\$ 49.56	\$ 51.04	\$ 52.57	\$ 54.16	\$ 55.79	\$ 57.46	\$ 58.88	\$ 60.35	
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer City Clerk										
N116	IS System Administrator	\$ 107,100	\$ 110,296	\$ 113,605	\$ 117,006	\$ 120,519	\$ 124,145	\$ 127,863	\$ 131,058	\$ 134,322	Annual Hourly
	Risk and Program Manager	\$ 51.49	\$ 53.03	\$ 54.62	\$ 56.25	\$ 57.94	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	

<b>MPOA - (OFFICERS &amp; SERGEANTS)</b>						
<b>January 1, 2023 Through December 31, 2023</b>						
<i>10% increase</i>						
<i>Monthly</i>						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,555					
Police Officers	7,284	7,562	7,833	8,260	8,736	9,083
Police Corporal		9,900				
Police Sergeant	10,270	10,717				

<b>MPOA - (CUSTODY OFFICER, CORPORAL &amp; COMMUNITY SERVICE OFFICER)</b>							
<b>January 1, 2023 - December 31, 2023</b>							
<i>6% increase</i>							
<i>Monthly</i>							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,371	5,590	5,820	6,058	6,307	6,566	6,820
Custody Sergeant	8,026	8,218					
Custody Corporal	7,166	7,338					
Custody Officer	5,505	5,741	5,942	6,150	6,392	6,660	6,858

**Teamsters Pay Grid 2022**

2% Increase

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,833	\$55,948	Annual
Maintenance Assistant		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90	Hourly
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138	Annual
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28	Hourly
Streets Maintenance Tech I											
Custodian Lead											
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166	Annual
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21	Hourly
CD Program Specialist											
Purchasing/Inventory Specialist											
PW Administrative Assistant											
Storm/Sewer Tech I											
Utility Locator											
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859	Annual
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95	Hourly
Parks Administrative Associate											
Police Records Tech											
Police Public Disclosure Specialist											
Parks Maintenance Tech II											
Solid Waste Tech II											
Streets Maintenance Tech II											
Storm/Sewer Tech II											
Traffic Maintenance Worker II											
Traffic Control Systems Tech											
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471	Annual
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17	Hourly
Parks Administrative Specialist											
Planning Administrative Specialist											
PW Administrative Specialist											
Police Administrative Specialist											
Senior Accounting Tech											
Senior Permit Tech											
WWTP Maintenance Tech I											
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544	Annual
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13	Hourly
Police Records Tech Lead											
Streets Maintenance Lead I											
Storm/Sewer Lead I											
Water Operations Tech II											
Construction Tech II											
Water Quality Specialist											
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532	Annual
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01	Hourly
Mechanic											
Streets Maintenance Tech Lead II											
Storm/Sewer Tech Lead II											
Solid Waste Lead II											
Parks Maintenance Lead II											
WWTP Operator											
Construction Lead I											
Water Operator											
WWTP Maintenance Tech II											
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939	Annual
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09	Hourly
Construction Lead II											
Water Operations Lead II											
Water Quality Lead											
WWTP Maintenance Lead											
WWTP Operations Lead											
Utility Electrician											



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** amending the Light Industrial design standards.

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

**SUMMARY:** Site and building designs standards for certain Light Industrial (LI) areas within the City were adopted by City Council on November 28, 2022 via [Ordinance 3244](#). The design standards only apply to the specific areas described and depicted in [MMC 22C.020.240\(2\)](#); however, when reading MMC 22C.020.245(1)(b), it appears that the design standards apply to all LI zoned properties which is not the intent of this code. Therefore, MMC 22C.020.245(1)(b) is proposed to be amended to include a reference to MMC 22C.020.240(2) to clarify that the industrial design standards only apply to the specific properties described and depicted in MMC 22C.020.240(2). In addition, MMC 22C.020.240 is proposed to be amended to include links to high resolution maps so that customers and staff can more easily determine which areas are subject to the Light Industrial design standards.

At the Public Hearing on September 26, 2023, the Planning Commission made a recommendation of approval of the proposed amendments to City Council for adoption by Ordinance.

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**ATTACHMENTS:**  
[PC Minutes - 7.25.23 and 9.26.23](#)  
[Ord. Industrial design minor amendment](#)

**Meeting Minutes**  
**July 25, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order.

**ATTENDANCE**

Commissioners

Present: Chair Steve Leifer, Vice Chair Brandon Whitaker, Jerry Andes, Shanon Jordan (on Zoom), Kristen Michal, Zebo Zhu

Absent: None

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

**APPROVAL OF MINUTES**

- July 11, 2023 Meeting Minutes

Vice Chair Whitaker requested clarification of his term renewal information. He was surprised that his term was renewed last week, because he thought it wasn't up for renewal until 2024. Ms. Gemmer apologized and indicated there had been some confusion with this. Staff will be providing information with renewed terms.

He referred to the last paragraph on page 4 where it discussed 4698 additional density and asked if this was referring to units. Ms. Gemmer confirmed that it was additional units for the East Sunnyside area.

**Motion** to approve the minutes of the July 11, 2023 meeting moved by Commissioner Andes, seconded by Commissioner Zhu. **Motion passed unanimously.**

**AUDIENCE PARTICIPATION**

Nick VanDam, 11924 67<sup>th</sup> Avenue, Arlington, said he just wanted to stay informed with Marysville's growth management and boundaries over the next 20 years.

## NEW BUSINESS

- **Minor revision to MMC 22C.020.245, Industrial site and building design standards**

Ms. Gemmer reviewed this clean up correction which would refer back to maps and descriptions that are subject to the design standards for clarification.

**Motion** made by Commissioner Andes, seconded by Commissioner Michal, to set a public hearing for this item for September 26, 2023. **Motion passed unanimously.**

## OLD BUSINESS

- **2024 Comprehensive Plan Update – Specific Growth Scenarios Discussion**

Ms. Gemmer continued the discussion regarding growth scenarios.

- Scenario 1 – Baseline capacity with DMP zoning changes
- Scenario 2 – Additional capacity along State Avenue, 2 options – one covers a narrow area and one covers a broader area. *Should we consider zoning along State Avenue at the SWIFT nodes? If so, which approach is preferred (narrower or broader area)?*
  - Commissioner Andes asked about CT's plan for the bus route. Ms. Gemmer explained there are two different plans. One would be to continue up State Avenue to the Smokey Point Transit Station and go back down south. The other option would be to go up State Avenue until 100<sup>th</sup> Street, right on Shoultes, and up 51<sup>st</sup> Avenue. The goal with that option would be to pick up additional residential and the commercial base within the Cascade Industrial Center. It would have the same terminus of Smokey Point Transit Station. The City probably will not know what the alignment is until the fall.
  - Commissioner Michal wondered about waiting until there is more certainty from SWIFT. Ms. Gemmer explained they want to fold in all the analyses with the Comprehensive Plan. Commissioner Michal commented that anyplace that SWIFT decides to be will be a major transit hub and will impact the City's zoning because of HB 1110. Ms. Gemmer agreed.
  - Commissioner Zhu didn't think having SWIFT here would necessarily bring more people. Ms. Gemmer said the hope is that if they increase density along the corridor, it will increase ridership. Commissioner Zhu wondered about increasing density at the current transit locations.
  - Chair Leifer referred to the potential impacts of HB 1110 and noted that the density will be coming no matter what. He asked when that is expected to happen. Ms. Gemmer said they need to have provisions adopted within six months of adopting the Comprehensive Plan. Right



now, they are waiting for specific guidance from Commerce before implementation. Chair Leifer thought it made sense to not implement it, but to expect that it is coming. He thought they should factor it into their planning rather than waiting to see what Community Transit wants to do. He recalled that his previous recommendation for a five-lane boulevard on 51<sup>st</sup> had been ruled out by staff, in part because of the pump station on. He thinks the only thing that makes sense for SWIFT is to go up State Avenue, east across 136<sup>th</sup> to capture ridership, and then north again. He also recommended putting the node back in at 128<sup>th</sup> where there are 600 people working across the street and several hundred people living just across the track. He thinks the City should tell SWIFT where they want the service to be, not the other way around. Ms. Gemmer stated they would relay perspectives to Max Phan, the City's liaison with SWIFT on this matter. Director Miller said that the Public Works Committee shared similar concerns as Chair Leifer. They are continuing to weigh pros and cons, but overall, State is the most preferred for staff. Staff would like to explore this option further, noting that they can retain flexibility.

- Commissioner Michal thought this option was fairly well received by the Planning Commission previously. She wondered if having the zoning in place would influence Community Transit instead of the City having to be responsive to them.
  - Vice Chair Whitaker stated that a big value in the community is having single-family homes that are still relatively affordable and also protecting those neighborhoods. Since they know growth is coming, he recommended channeling growth along State Avenue, and making sure it doesn't expand out into rural areas as long as possible. Rezoning can also help in these efforts. He was supportive of merging R-4.5 and R 6.5 zones.
  - Commissioner Jordan concurred with Vice Chair Whitaker.
  - Chair Leifer said he would like to see the City put in a plan where they want things to be and note what the zoning will change to around the nodes. If and when the SWIFT nodes come, the work would already be done.
  - Commissioner Andes asked who would pay for necessary road widening along the SWIFT route in areas where there would be no development. Director Miller explained that would need to be worked out between the City and CT.
  - Commissioner Jordan asked if there has been any collaboration with Arlington about SWIFT going up 51<sup>st</sup>. Ms. Gemmer thought that there had been. She thought they hoped that SWIFT would pick up the ridership from the Cascade Industrial Center as well as other uses along 172<sup>nd</sup>. Commissioner Jordan wondered if collaborating with Arlington would give Marysville any leverage to help to get what they want.
- Scenario 3 – merge R-4.5 and R-6.5 zones. Ms. Gemmer reviewed maps showing impacts of this.

- Vice Chair Whitaker was supportive of this. It seems smart to track HB 1110 on the side and have staff come back with periodic updates about what is coming and potential impacts.
  - Commissioner Michal asked if this is something staff would have recommended absent HB 1110. Ms. Gemmer said it was. She noted they don't get many duplex conversions, but it is a good way to get more density. However, staff has some concerns about the impacts of doing two-lot short plats and will want to explore this further. Commissioner Michal said she didn't have any particular opposition but thought it might be worth waiting for guidance from Commerce.
  - Commissioner Jordan asked about overlaying sewer on the map. Ms. Gemmer thought that GIS could provide a map that eliminates parcels without sewer.
- Scenario 4 – Minimum densities in MF zones
    - Chair Leifer said he couldn't imagine a development not utilizing a piece of land to its fullest extent; however, he was supportive of the 75% required minimum density which would still allow some flexibility.
    - Commissioner Zhu also was supportive of minimum densities.
    - Commissioner Michal was supportive.
  - Scenario 5 – Analyze implications of HB 1110
    - (addressed above in discussion about Scenario 2)

Ms. Gemmer said there would be a follow-up conversation/joint meeting with City Council in September.

## **PRESENTATION**

- **Riverwalk Presentation**

Director Miller gave a brief overview of the Riverwalk as requested by the Planning Commission. She explained how this project fits into the City's redevelopment plans and supportive investments in the area related to transportation, utilities, parks/recreation, and facilities. Redevelopment will begin with an approximately 30-acre site where the current Public Works facilities are operating. It will include luxury apartments, an upscale hotel, restaurant space, an indoor sports-tourism facility, public plaza/open space connected to trails and estuary, and connections to Marysville's historical commercial district. She reviewed Riverwalk progress to date including preliminary site planning and construction that has been undertaken, estimated schedule, and project investment. Additionally, she generally reviewed parking, amenities, accessory uses, sports complex operating models, possible public sources participation, and next steps.

Commissioner Andes referred to the parking management strategy and noted that it doesn't seem like there will be enough parking for all the intended people and uses. Director Miller explained that the parking ratios identified are associated with the

requirements in the Downtown Master Plan which has less-stringent parking requirements than other areas of the city. These are preliminary numbers, and staff will be looking more closely at parking since this will be a regional facility. There is also a possibility of having some shared parking areas. The intent is not to have this development spill out into neighborhoods. Commissioner Andes asked where Public Works is moving. Director Miller replied that is still unknown.

Vice Chair Whitaker wondered if everyone involved was aware about the odor of the sewage treatment plant in the area. Director Miller noted that the odor is being looked at. The placement of the sports facility will help to shelter that impact. Vice Chair Whitaker also wondered about the impact to the 1<sup>st</sup> Street bypass. Director Miller said that is being looked at by traffic consultants.

Chair Leifer asked if the City plans to maintain ownership of the property. Director Miller thought that the City would be owning it and then leasing it to tenants.

Commissioner Jordan also expressed concern about parking and asked if vertical parking would be an option. Director Miller thought that was an option.

#### **DIRECTOR'S COMMENTS**

- Director Miller apologized about the Planning Commission appointments and explained what had happened.
- There is an open commissioner position that is being advertised. There have been about ten applications so far.
- There will be a joint meeting with the City Council on September 12 to discuss growth scenario options.
- The Planning Commission will be on recess in August.

#### **ADJOURNMENT**

**Motion** to adjourn at 8:30 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Michal. **Motion passed unanimously.**

The meeting was adjourned at 8:30 p.m.

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

**NEXT MEETING – September 12, 2023**

**Community  
Development**



**501 Delta Ave  
Marysville, WA 98270**

**Planning  
Commission Meeting  
Minutes  
September 26, 2023**

**CALL TO ORDER/ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. and noted the excused absence of Commissioner Shanon Jordan. Welcome to new commissioner, Gary Kemp.

Present: Chair Steve Leifer, Vice Chair Brandon Whitaker, Jerry Andes, Gary Kemp, Kristen Michal, Zebo Zhu

Absent: Shanon Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer, Planning Manager Chris Holland

**APPROVAL OF MINUTES (July 25, 2023)**

**Motion** to approve the July 25, 2023 meeting minutes as presented moved by Vice Chair Brandon Whitaker seconded by Jerry Andes. **Motion passed unanimously.**

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

None.

**PUBLIC HEARING**

**Light Industrial (LI) Design Standards Minor Amendment**

Principal Planner Gemmer introduced this item which would clarify that the industrial design standards only apply to the specific properties described and depicted in MMC 22C.020.240(2).

The public hearing was opened at 6:47 p.m.

Public comments were solicited. Seeing none, the public testimony portion of the public hearing was closed at 6:53 p.m.

**Motion** to approve the proposed Light Industrial (LI) Design Standards Minor Amendment to City Council for adoption by Ordinance moved by Vice Chair Whitaker seconded by Commissioner Andes. **Motion passed unanimously.**

## **NEW BUSINESS**

### **Downtown Master Plan (DMP) and DMP code amendments**

Principal Planner Gemmer presented proposed amendments to the Downtown Master Plan (DMP):

- DMP Boundaries and Riverwalk Site - The boundaries are proposed to be expanded by about three acres to the southeast to include the Riverwalk project, and the portion of the property currently zoned LI is proposed to be rezoned to DC. The boundaries of the Residential Target Area is also proposed to be revised to include the Riverwalk project for a property tax exemption for multi-family development. This is shown in the packet page 42 of 214.
  - Chair Leifer asked if the City would maintain ownership of the land. Director Miller indicated that was still to be determined but the City might either sell the land or maintain the land and not own the buildings.
- Flex and Flex Residential - Eliminate the Flex Residential Overlay, and simply have a Flex zone and a Flex Residential zone. These zones would each have separate columns in the permitted uses matrices, and the standalone section pertaining to the Flex Residential Overlay would be repealed. A few non-residential uses, that are incompatible with residential uses, would be removed from the Flex Residential zone.
  - Commissioner Whitaker asked if this would be a mini planned development overlay just for those locations. Ms. Gemmer explained the intent was to recognize that parts of the area have a mix of commercial and multifamily existing. The amendment would separate it out and clarify it in the code.
  - Chair Leifer asked how small of a lot someone could build something like a mid-rise multifamily building. Ms. Gemmer explained that there isn't a minimum lot size as long as you meet setbacks, provide parking, and meet design requirements. Chair Leifer summarized that the economics would govern it. Ms. Gemmer concurred.
- Third Street Character Area - The Third Street Character Area, which provides standards to promote development that is consistent with the historic character of

Third Street, is proposed to be added to the Comprehensive Plan and zoning maps so that it is clear where the standards apply, and ensure that they are not overlooked. This refers to Third Street between Alder Avenue and 47th Avenue. It would recognize the Craftsman look of the homes, the smaller scale, gable roof pitch, etc.

- Commissioner Zhu asked when the 4th Street beautification project would start. Ms. Gemmer said they would check with Public Works.

## Residential Density and Dimensional Standards

- Density - To streamline the code, the maximum base density is proposed to be eliminated, and the minimum and maximum density requirements are proposed to be retained. The 20,000 square foot (property size) threshold for applying minimum densities would be removed and replaced with a director waiver of the minimum densities in certain situations. Minimum densities are proposed to be established in the Flex Residential (FR), Middle Housing 1 (MH1), and Middle Housing 2 (MH2) zones. The minimum density for FR is proposed to be set at 20 dwelling units per acre, while the less intensive MH1 and MH2 zones are proposed to be set at 10 dwelling units per acre. A maximum density would not be established; instead setbacks, height limitations, parking, open space, and associated development standards would limit the density. Residential Density Incentives (RDI) would also no longer be required in order to pursue the maximum allowed density Downtown.
- Setbacks - The code section with supplemental side and rear yard setback requirements is currently in Article IV, and is proposed to be relocated directly following the general density and dimensional table given the frequency with which this section is used. A five foot setback would be required for side yards except where a greater setback is required for light and air access. A setback ranging from 10 to 15 feet is recommended for side yards abutting a public street. References to the special standard for projects abutting residential zones, and for light and air access, have been added to the setback table for clarity.
- Land Use and Permitted Uses - There are certain uses in different zones that are probably not going to be compatible. Several land uses outlined in the DMP do not align with the permitted uses matrices in MMC Chapter 22C.080. Most amendments consist of resolving these discrepancies in favor of the use that best aligns with the intent of the DMP, or will be most compatible with existing and anticipated land uses. Some of these were reviewed.
- Sidewalk Block Front Requirements - The sidewalk requirements in the 'Block Fronts' section of the DMP is general in nature and requires further details along with some amendments to proposed sidewalk widths, and the sidewalk requirements are not currently in the MMC. Amendments to the DMP consist of reducing the sidewalk width for active ground floor block fronts from 18 to 16 feet;

requiring an 8-foot sidewalk for projects developed with the landscaped block frontage standard while a 12-foot sidewalk is proposed for projects developed with an active ground floor block frontage. These requirements would be added to the block frontage standards.

- Parking and Loading - The off-street parking and loading requirements are proposed to be amended as follows:
  - Instructions on how to calculate off-street parking, that is consistent with the general parking code, has been added;
  - Currently, several uses (i.e. eating and drinking establishments, health and social services, etc.) are exempt from providing off-street parking in the Main Street (MS) zone if the building is 10,000 SF GFA or less. The currently exempted uses require 1 parking space for every 400 square feet for buildings over 10,000 SF. There are three other uses (i.e. banks and professional offices, personal services use, and retail uses) that are as desirable to pursue Downtown as the currently exempted uses, and only require 1 parking space for every 500 square feet; therefore, the exemption from providing off-street parking in the MS zone for buildings that are 10,000 SF or less is proposed to be extended to these additional uses.
  - Modest reorganization of the permitted uses matrices has occurred to group similar uses; and
  - A clarification has been added on how to calculate the office parking required for manufacturing uses.
- Townhouse Open House - The open space section is proposed to be amended to require 150 square feet of open space per townhouse unit similar to ground-based multi-family units in the Downtown. This expectation is less than the 200 square feet of open space that is required for townhouses elsewhere in the City.
- Definitions - Definitions will be added for various terms.

#### General Discussion:

Vice Chair Whitaker referred to page 58 and 72 of 214, the bike and pedestrian priority routes, and pointed out that the plan isn't recommending that pedestrians and bikes use the sidewalk on the 1st Street bypass. He also questioned the preferred crossing at 4th and Quinn where there is no stoplight or crosswalk. Crossing five lanes of traffic might be difficult for a bicyclist or pedestrian. Additionally, he wondered about improvements to 61st Street which might be a preferred route but isn't shown on the map. Also, he expressed some concern about Riverwalk's impact on the 1st Street bypass which was lauded as way to get folks off 4th Street and get them eastbound. It seems like Riverwalk could end up congesting the area when built out. Ms. Gemmer thought that designation on the 1<sup>st</sup> Street bypass this was to indicate what the priority of the street was, not that something wouldn't be welcome on the 1st Street bypass. Staff can look at Quinn and 61st Street to see if an amendment to the map is warranted. She thought that there is a rapid flashing beacon. Vice Chair Whitaker acknowledged that there is

a rapid flashing beacon at one point but there is a preferred crossing shown at 4th and Quinn where there is no stoplight or crosswalk. He also commented that in general, he has seen vehicles going southbound on 47th and jump the curb to go further south instead of turning down 3rd or 2nd.

Planning Manager Holland explained the reasoning for the route on Quinn was that the priority was to get them to go north or east on quieter streets. He noted he has also observed the vehicles on 47th jumping that curb, and police are aware of it. As far as the Riverwalk and traffic, there is a draft traffic analysis on that. They are anticipating that some improvements may need to be made. Traffic will be mainly morning and PM peak going in and out of there. Events will be nighttime during the week and weekends. They are also doing a weekend analysis of that. This is also a concern for the City. When there is a final traffic analysis it will be brought to the Planning Commission. The thought is that most of the traffic will be coming to the south to get to the complex and then getting on the freeway to go south again. He acknowledged that some improvements will be necessary. The improvements to the 4th Street interchange will likely help with this. Planning Manager Holland brought up conversations they have had with the folks who own the Town Center Mall. There was some discussion about redevelopment possibilities for this area.

Chair Leifer commended staff for allowing the form-based code. It is important to developers to have the flexibility and tools to be able to get things done.

Commissioner Michal commended staff's work. She expressed appreciation for the 3rd Street Character area being included and protecting some of the more traditional structures.

**Motion** to set a Public Hearing for the Downtown Master Plan (DMP) and DMP code amendments on October 10 moved by Commissioner Andes seconded by Commissioner Zhu. **Motion passed unanimously.**

## **DIRECTOR'S COMMENTS**

Director Miller welcomed Gary Kemp to the Planning Commission. The IT staff will help all commissioners change passwords following the meeting. The joint meeting with City Council yesterday went great. The Council was happy to meet with the PC and expressed appreciation for the work they do. The stated they would like to meet with the Planning Commission at least annually.

Chair Leifer said he would like to see a bullet list of what staff gleaned last night. Director Miller summarized that they didn't hear "no" on State Avenue. They heard that there were some questions related to the Swift locations and that the group wasn't entirely comfortable with changing the zoning right with the Comprehensive Plan but looking into it and possibly building in some triggers to look at it later. Director Miller explained that staff will bring a summary back to the Planning Commission in writing.



Vice Chair Whitaker asked about the reason for Option 3 not being part of the recommended options. Director Miller explained they those are just the routes that Community Transit is analyzing.

Chair Leifer discussed concerns about potential Swift routes and asked if staff would be proactive on expressing the City's preferences for the Swift route. Director Miller replied that staff and the Mayor are very involved with this. Community Transit will not be making the decision without Marysville's input. Chair Leifer said he wanted to make sure they understood that having the route on a two-lane road (Shoultes) would restrict both traffic and the buses. Director Miller agreed and noted that staff has heard his comments loud and clear and are passing those on. She encouraged him to put his comments in writing and send them to Community Transit since they are accepting comments now.

## **ADJOURNMENT**

**Motion** to adjourn at 7:54 p.m. moved by Vice Chair Brandon Whitaker seconded by Jerry Andes. **Motion passed unanimously.**

*Angela Gemmer* for  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING** – October 10, 2023

**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) PERTAINING TO INDUSTRIAL DESIGN  
STANDARDS INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL  
CODE SECTIONS 22C.020.240 AND 22C.020.245.**

**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**, a minor amendment to the Industrial Design Standards is needed in order to clarify where certain design standards apply; 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 revisions to the Washington State Department of Commerce on July 27, 2023 (Material ID 2023-S-6277) 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 proposed design standards amendments are exempt from State Environmental Policy Act review under WAC 197-11-800(19); and

**WHEREAS**, during a public meeting on July 25, 2023, the Planning Commission discussed the proposed amendments related to the Industrial Design Standards; and

**WHEREAS**, on October 10, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed Industrial Design Standards 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 November 6, 2023 the City Council discussed potential amendments related to the Industrial Design Standards 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 22C.020.240.** MMC Section 22C.020.240, entitled Commercial, industrial, recreation and public institutional zones design requirements – Applicability and interpretations, is hereby amended as set forth in **Exhibit A**.

**Section 2. Amendment of Municipal Code Section 22C.020.245.** MMC Section 22C.020.245, entitled Industrial site and building design standards, is hereby amended as set forth in **Exhibit B**.

**Section 3. Required Findings.** The amendments to MMC Title 22, consisting of amendments to MMC Sections 22C.020.240 and 22C.020.245, 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>
_____	Industrial design standards amendments	_____, 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

### **22C.020.240 Commercial, industrial, recreation and public institutional zones design requirements – Applicability and interpretations.**

(1) The intent of these design standards is to:

- (a) Provide building design that has a high level of design quality and creates comfortable human environments;
- (b) Incorporate design treatments that add interest and reduce the scale of buildings;
- (c) Encourage building design that is authentic and responsive to site conditions; and
- (d) Encourage functional, durable, and environmentally responsible buildings.

(2) Applicability.

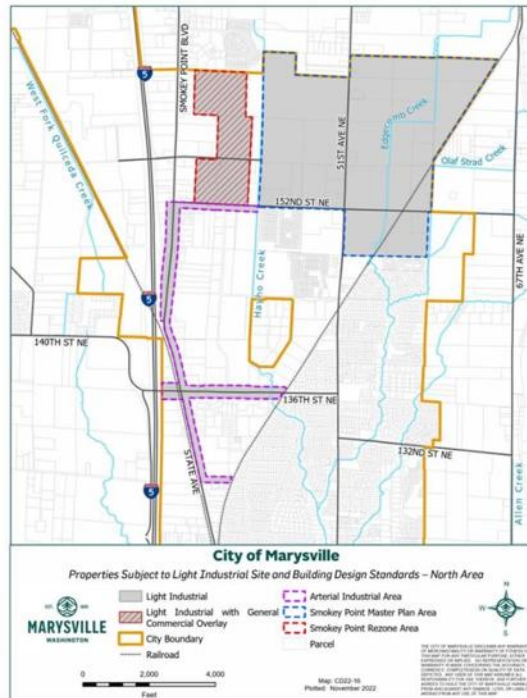
(a) The design standards in MMC [22C.020.245](#) apply to light industrial (LI) zoned properties as generally described below, and as depicted in Maps 1 and 2:

- (i) Within the Smokey Point master plan area;
- (ii) With a general commercial (GC) overlay;
- (iii) Located southwest of the intersection of 88th Street NE and State Avenue; and
- (iv) Abutting State Avenue/Smokey Point Boulevard, 128th Street NE, 136th Street NE, and 152nd Street NE; provided, that design standards shall only apply to buildings located within 150 feet of these public streets for properties not subject to subsections (2)(a)(i) through (2)(a)(iii) of this section.



**Map 1**

[Click for high-resolution PDF](#)



**Map 2**

[Click for high-resolution PDF](#)

(b) The design standards in MMC [22C.020.250](#) apply to all new development within the following zones: general commercial (GC), community business (CB), downtown commercial (DTC), neighborhood business (NB), and mixed use (MU); provided, that development that is exclusively multi-family shall be subject to the design standards set forth in MMC [22C.010.290](#).

(c) The following activities shall be exempt from the design standards set forth in MMC [22C.020.245](#) and [22C.020.250](#):

(i) Construction activities which do not require a building permit;

(ii) Interior remodels of existing structures;

(iii) Modifications or additions to existing 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.

### (3) 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 (hereinafter referred to as "director") retains full authority to determine whether a proposal meets these standards. The director is authorized to promulgate guidelines, graphic representations, and examples of designs and methods of construction that do or do not satisfy the intent of these standards.

(b) Many of these site and building design standards call for a building or site to feature one or more elements from a menu of items. In these cases, a single element, feature, or detail may satisfy multiple objectives. For example, a specially designed or fabricated covered entry with attractive detailing might be counted toward requirements for human scale, building corners, and building details.

(c) 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," and "is/are required" 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" 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" mean that the action or characteristic is allowed and will usually be viewed as a positive element in the city's review.

(d) 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.



## Exhibit B

### 22C.020.245 Industrial 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 development ~~in~~ of the light industrial (LI) zoned properties as generally described and depicted in MMC [22C.020.240\(2\)](#).

(c) The crime prevention through environmental design (CPTED) provisions of this section apply to all new commercial developments of over 12,000 square feet in building area.

#### (2) Site Layout and Building Orientation.

(a) The site shall be planned to create an attractive and functional street edge that accommodates 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.

(ii) Provide for building entrances that are visible from the street and primary parking area.

(iii) Provide for a sidewalk at least five feet wide if there is not space in the public right-of-way.

(iv) Provide building entries that are accessed from the sidewalk; preferably these access ways should be separated from the parking and drive aisles. If access traverses the parking lot, then it should be raised and clearly marked.

(b) The front building facade shall be oriented towards at least one street. For sites that front multiple streets, buildings are encouraged to orient towards both streets; provided, that priority shall be given to streets that are more visible and/or provide a better opportunity for increased pedestrian activity as determined by the director.

(c) Passenger vehicle parking should be located in front of the building near the entrance. Commercial vehicle parking should be located behind or to the side of buildings. Passenger and commercial vehicle accesses should be separated where allowed by the city's engineering design and development standards.

(d) Service areas shall be located behind buildings, and screened in accordance with MMC [22C.120.160](#), Screening and impact abatement. Service courts are encouraged

when the development includes multiple buildings, or as common facilities between sites when access is shared.

(e) Large sites (over two acres) shall provide amenities for employees and visitors such as benches, weather protected seating areas, covered walkways, or other features that are integrated into the site design. On-site open space is encouraged to be provided. The number and type of amenities shall be approved by the director based on site acreage, layout, and end users.

### (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 consider the visual continuity between the proposed and existing development with respect to building setbacks, placement of structures, location of pedestrian/vehicular facilities and spacing from adjoining buildings. Solar access of the subject and adjacent properties should be considered in building design and location.

(b) Harmony in texture, lines and masses is encouraged.

(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 relief from large expanses of parking areas.

(ii) The landscape plan shall provide some physical separation between vehicular and pedestrian traffic.

(iii) The landscape plan shall provide decorative landscaping as a focal setting for signs, special site elements, and/or pedestrian areas.

(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) Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged.

(vi) 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.

(vii) Landscaping should be designed to create definition between public and private spaces.

(viii) 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.

(ix) 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.

(x) 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.

(xi) Where feasible, the landscape plan shall integrate natural approaches to storm water management, including featured low impact development techniques.

(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.

(ii) Planting strips should generally be at least five feet in width. They should include evergreen shrubs no more than four feet in height and/or ground cover in accordance with the city of Marysville landscape standards (Chapter [22C.120](#) MMC) and Marysville administrative landscaping guidelines.

(iii) Street trees placed in tree grates may be more desirable than planting strips in key pedestrian areas.

(iv) Use of trees and other plantings with special qualities (e.g., spring flowers and/or good fall color) are strongly encouraged to unify development.

(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, 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 candle (fc) adjacent to business properties, and 0.05 foot candle 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) Uplighting on trees and provisions for seasonal lighting are encouraged.

(vii) 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. 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 – Architectural Scale. The architectural scale standards are intended to encourage compatibility of structures with adjacent properties, to help the building fit in with its context, and to add visual interest to buildings.

(a) Facade Modulation. All new buildings shall provide modulation (measured and proportioned inflexion or setback in a building’s facade) on facades facing a public street, trail, parking lot, park, or within 100 feet of and visible from a residential use in a residential zone as follows:

(i) Walls over 150 feet long must break up the length of the facade by providing vertical modulation at least eight feet deep and 20 feet long at appropriate intervals (on multistory buildings, the modulation must extend through at least half of the building floors).

(ii) The minimum modulation depth detailed in subsection (6)(a)(i) of this section may be reduced to two feet if tied to a change in color or building materials, and/or roofline modulation.

(iii) 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 buildings shall provide facade articulation on facades facing a public street, trail, parking lot, park, or within 100 feet of and visible from a residential use in a residential zone as follows:

(i) Articulation of the building’s base, middle, and top.

(A) The “base” shall be distinct at ground level through the use of articulation, or building materials that suggest stability and strength, such as stone, masonry, or concrete.

(B) The “middle” of the building shall be distinguished through a change in material or color, windows, or other architectural features.

(C) The “top” of the building shall emphasize a distinct profile or outline with elements such as a project parapet, cornice, variation in roofline, or other technique.

(ii) At least two of the following articulation features must be provided for every 60 feet of facade:

(A) Window fenestration.

(B) Weather protection.

(C) Change in roofline.

- (D) Change in building material or siding.
- (E) Vertical piers/columns.
- (F) Trellises/art/living wall.
- (G) Strong vertical and horizontal reveals, off-sets, or other three dimensional details; or
- (H) Other methods that meet the intent of these standards.

Exception: Alternative articulation methods will be considered by the director provided such treatment meets or exceeds the intent of the standards and guidelines. For example, use of high-quality building materials (such as brick or stone) with attractive detailing may allow a building to meet the intent of the standards using greater articulation intervals. Also, where the articulated features are more effective in breaking up the facade into smaller components, then a greater distance between articulation intervals may be acceptable.

(c) Where the view of buildings from trails, parks, or residential zones is obscured due to the provision of high quality landscape screening and fencing, or existing vegetation or structures, the director may waive compliance with this section for the impacted facades.

(7) 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. Exterior building materials shall not project or reflect natural or artificial lighting or glare into residential areas. Exterior building materials shall be factory finished, stained, integrally colored, or otherwise suitably treated. Materials may include:

- (i) Split face or fluted concrete masonry units (CMU).
- (ii) Factory glazed concrete masonry units (CMU).
- (iii) Face brick.
- (iv) Stone veneer.
- (v) Insulated glazing and framing systems.
- (vi) Architectural pre-cast concrete.
- (vii) Painted or stained site-cast concrete.

(viii) Architectural concrete.

(ix) Factory finished, standing seam metal roofing (for pitched roofs only).

(x) Architectural metal. Metal siding must have visible corner molding and trim, and must be factory finished with a matte, nonreflective surface.

(xi) Alternative materials may be approved by the director; provided, that the design quality and permanence meet the intent of this section.

(b) 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) Prefabricated metal buildings with corrugated metal siding.

(iv) Plywood siding, including T-111 and similar siding. Board and batten is an exception.

(v) Materials which project or reflect natural or artificial glare onto public streets (e.g., highly reflective sheet metal, etc.).

(vi) Vinyl siding on the ground floor.

(vii) 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.

#### (8) 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 visible sides of buildings provide visual interest. A wall (including building facades and other exterior building walls) is defined as a blank wall if a ground floor wall or portion of a ground floor wall over six feet in height has a horizontal length greater than 50 feet that does not have a significant building feature, such as a window, door, modulation, articulation, or other special wall treatment within that 50-foot section.

(b) All blank walls within 150 feet of and visible from a parking lot or drive aisle (excluding service area parking), public street, trail, park, or residential use in a residential zone shall be treated in one or more of the following measures:

(i) Incorporate 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 50 percent of the wall's surface within three years; said landscaping shall be subject to a landscape maintenance security held for three years to ensure that the vines or plant materials successfully establish. 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 50 percent of the wall's surface within three years; said landscaping shall be subject to a landscape maintenance security held for three years to ensure that the landscape materials successfully establish;

(iv) Provide artwork (mosaic, mural, decorative masonry, metal patterns or grillwork, sculpture, relief or other art, etc.) over at least 50 percent of the blank wall surface. Artwork should be located in areas that have good visibility to the public, and artwork, particularly murals, are strongly encouraged to reflect the history and heritage of the city and state;

(v) Provide architectural features such as setbacks, indentations, overhangs, projections, articulated cornices, bays, reveals, canopies, or awnings;

(vi) Provide material variation, textural changes, brick or metal banding, or color changes;

(vii) 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.

(9) 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) Distinctive Entrance Treatment. An architectural treatment that is distinctive and proportional to the facade must be provided by the primary building entrance. Distinctive entrance treatments may include, but are not limited to, a more prominent or higher roofline or parapet above the entrance, decorative columns or posts, or equivalent treatment as determined by the director.

(b) Weather Protection. Weather protection at least five feet deep and at least eight feet above ground level is required over the primary building entrances. Weather protection at least three feet deep and at least eight feet above ground level is required over the secondary entrances (applies only to entrances used by the public). Entrances may satisfy the weather protection requirements by being set back into the building facade.



(c) Lighting. Pedestrian entrances must be lit to at least four foot candles as measured on the ground plane.

(d) 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.

(e) Transparency. Entries must feature glass doors, windows, or glazing (window area) in or near the door so that the visitor and occupant can view people opening the door from the other side.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

- DATE:** November 13, 2023
- SUBMITTED BY:** Senior Planner Angela Gemmer, Community Development
- ITEM TYPE:** Ordinance
- AGENDA SECTION:** **New Business**
- SUBJECT:** An **Ordinance** approving the Mavis-Undi Rezone.
- SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to approve the NON-PROJECT ACTION Comprehensive Plan Map Amendment and Rezone by Ordinance as recommended by the Planning Commission.
- SUMMARY:** The suggested action includes approving the rezone and comprehensive plan amendment as recommended by the Planning Commission. The use of a developer’s agreement was discussed at the last meeting. Staff does not recommend that a developer’s agreement be utilized in this situation for several reasons cited below.

As part of the 2023 Comprehensive Plan Amendment docket, Kevin Mavis and Shale Undi (owners) filed a request for the NON-PROJECT action Comprehensive Plan Map Amendment and Rezone of approximately 2.64 acres from R-12 Multi-family, Low Density (R-12). The request was filed for 2517 and 2621 169<sup>th</sup> Place NE (Assessor’s Parcel Numbers (APNs) 31052900200700, 31052900202000, and 31052900202100). The rezone area is located at the northwest corner of the intersection of 169<sup>th</sup> Place NE and 27<sup>th</sup> Avenue NE.

The Mavis-Undi Comprehensive Plan Map Amendment and concurrent Rezone request is a NON-PROJECT ACTION that proposes to change the zoning designation from R-12 Multi-family, Low Density to General Commercial. Staff analysis of the application materials is attached.

The affected neighboring property owners were notified of the NON-PROJECT action rezone as required by MMC Section 22G.010.090. One citizen provided a letter on behalf of the Lakewood Meadows Association expressing concerns regarding a rezone from R-12 to GC without knowing what the proposed development would be and what impacts it would have on the adjacent residential uses and provided testimony at the Public Hearing on October 10, 2023.

At the Public Hearing on October 10, 2023, supplemental information was submitted by the applicant which is attached to this agenda item. At the Public Hearing, the Planning Commission recommended approval of the proposed rezone (4 in favor, 3 opposed) by Ordinance.

At the City Council work session, staff shared our perspective on the rezone and heard potential interest from City Council regarding approval of a developer agreement concurrently with map amendment and rezone request. While using a developer agreement could limit undesirable uses locating on the subject property, it is not a best practice for the following reasons:

- As a general rule, developer agreements are only used for large, complex projects that require a substantial amount of agreed upon improvements between the developer and the City;
- Allowing a developer agreement for a smaller project would be an undesirable precedent as other similarly situated applicants might desire to pursue them when a more appropriate process might be available;
- While at the present time the property owners may feel that the limitations on the use are acceptable, a developer agreement may ultimately hinder development as a developer may desire to pursue a use that has been limited for the property which would mean that the use could not be pursued or a modification to the developer agreement would be needed. As noted in [brinkatlaw.com](http://brinkatlaw.com): "Since a development agreement is a contract, the law of contracts controls when it comes to amending, extending, or terminating (that is, rescinding) the development agreement. These issues routinely arise in long-term development agreements, since these agreements may require amendments when market conditions or other relevant conditions change. Likewise,

a developer may be forced to terminate an agreement in the event he or she is unable to secure financing—or if the developer decides to do something entirely different with the subject piece of property.";

- Using a developer agreement shifts the risks to the City as the community may be left with an undesirable use that is not a benefit to the Lakewood Neighborhood, and there are many unknowns regarding traffic concurrency, access, stormwater, noise, screening and pedestrian connectivity, and other impacts, as noted above;
- As noted above, while many impacts can be anticipated and mitigated for, it is not possible for staff to assess all impacts and ensure appropriate mitigation without having a PROJECT ACTION to evaluate; and
- A NON-PROJECT ACTION rezone can be pursued anytime during the year with minimal additional time and expense. NON-PROJECT ACTIONS are considered at a public hearing before the Hearing Examiner which ensures that the application is thoroughly vetted and the public has an opportunity to understand what specifically is proposed and provide meaningful comments. This process is routinely and successfully used, and prior to this application, staff has not heard any complaints regarding financing or other issues with this process.

Pursuant to MMC 22G.020.050 City Council review, following the review by the planning commission, the city council shall consider at a public meeting each recommendation transmitted by the planning commission. The city council may hold its own public hearing pursuant to the procedures set forth in MMC [22G.020.060](#). Following such public meeting and/or public hearing, the city council may take any one of the following actions:

(1) Adopt the recommendation of the planning commission without changes.

(2) Adopt the recommendation of the planning commission with changes.

(3) Remand the recommendation or parts thereof to the planning commission for further review. In the event the city council remands a matter for further planning commission review, the council shall specify the time within which the planning commission shall report back to the city council with a new recommendation. All entities involved shall comply with the timelines unless the city council approves a request for extension of time.

(4) Any action by the city council shall be adopted pursuant to ordinance or resolution; provided, however, in the event the

city council denies or disapproves any recommendation it may be done by motion.

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**ATTACHMENTS:**

Staff Recommendation Mavis-Undi Rezone

PC Minutes - 4.25.23, 5.23.23 and 10.10.23

Supplemental materials submitted by applicant at hearing

Ordinance Mavis-Undi Rezone

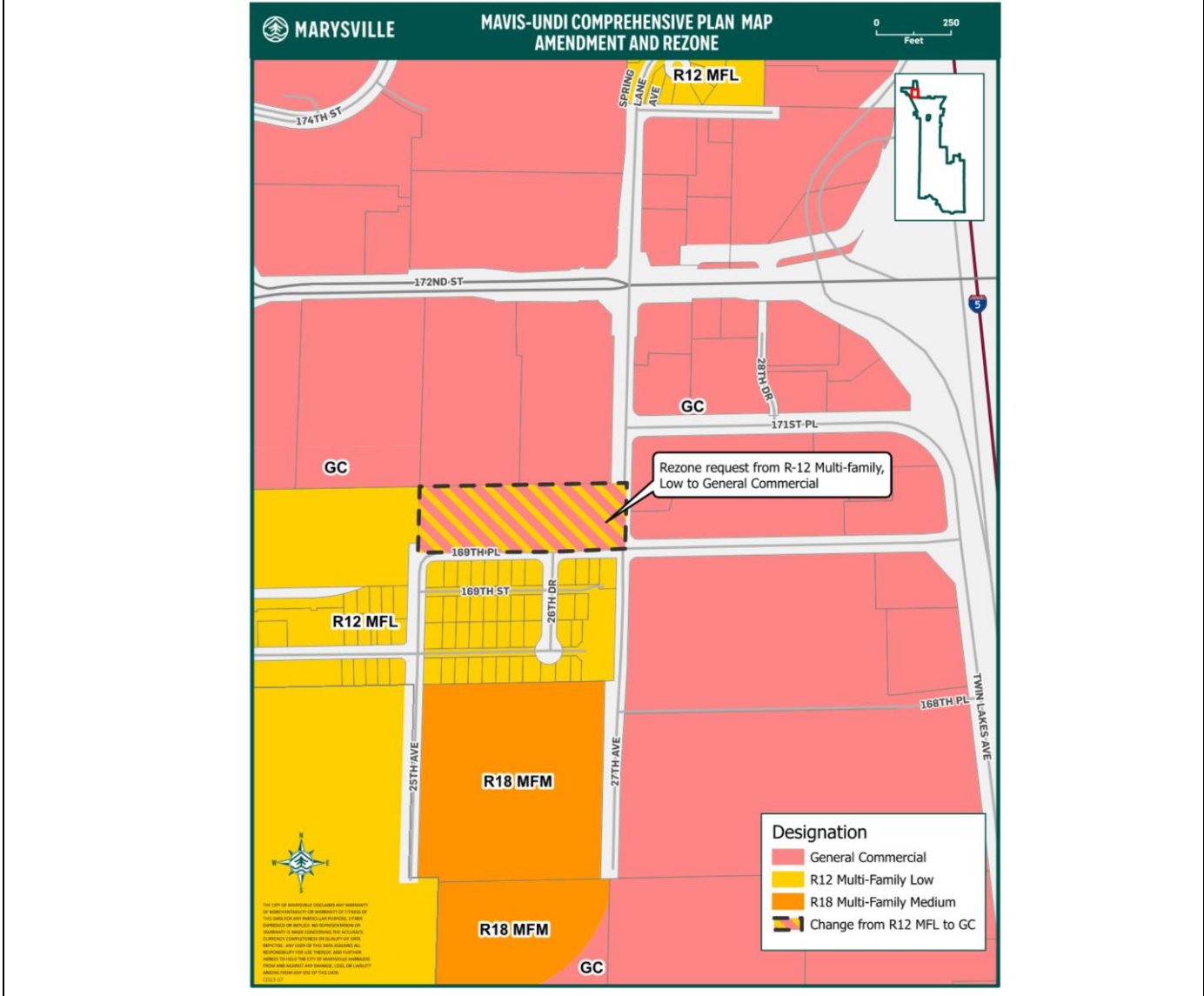
## Staff Recommendation - Mavis-Undi Rezone

Community Development Department ♦ 501 Delta Avenue ♦ Marysville, WA 98270  
Office Hours: Mon - Fri 8:00 AM - 4:30 PM ♦ Phone: (360) 363-8100

PROJECT INFORMATION									
<b>Project Title</b>	Mavis-Undi Comprehensive Plan Map Amendment and Rezone				<b>Date of Report</b>	October 4, 2023			
<b>File Number</b>	CPA23-002				<b>Attachments</b>	See Section 4.0 for Exhibits			
<b>Administrative Recommendation</b>	Recommend denial of the Comprehensive Plan Amendment and Rezone to City Council.								
BACKGROUND SUMMARYS									
<b>Applicant</b>	Kevin Mavis and Shale Undi								
<b>Request</b>	NON-PROJECT action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC).								
<b>SEPA Status</b>	A SEPA Determination of Non-Significance was issued on July 27, 2023. The appeal period expired August 10, 2023; no appeals were filed.								
<b>Location</b>	2517 and 2621 169 <sup>th</sup> Place NE 16924 27 <sup>th</sup> Avenue NE			<b>APN</b>	31052900200700, 31052900202000, 31052900202100				
<b>Acreage (SF)</b>	2.64 acres			<b>Section</b>	29	<b>Township</b>	31	<b>Range</b>	05
<b>Comprehensive Plan</b>	MFM	<b>Zoning</b>	R-12	<b>Shoreline Environment</b>			N/A		
<b>Present Use of Property</b>	APNs 31052900202000 and 31052900202100 are vacant land while APN 31052900200700 has a single family residence.								
REVIEWING AGENCIES									
<b>Marysville</b>	<b>Local Agencies &amp; Districts</b>			<b>State &amp; Federal</b>		<b>County</b>		<b>Other</b>	
<input checked="" type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input checked="" type="checkbox"/> Engineering Services <input checked="" type="checkbox"/> Parks <input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Arlington (city) <input checked="" type="checkbox"/> Arlington Airport <input type="checkbox"/> Community Transit <input type="checkbox"/> Frontier <input type="checkbox"/> Lake Stevens (city) <input checked="" type="checkbox"/> PUD No. 1 <input checked="" type="checkbox"/> Ziply			<input checked="" type="checkbox"/> BNSF <input checked="" type="checkbox"/> DAHP <input checked="" type="checkbox"/> DOE <input type="checkbox"/> US Army Corp of Engineers <input checked="" type="checkbox"/> WDFW <input checked="" type="checkbox"/> WSDOT <input type="checkbox"/> WUTC		<input type="checkbox"/> Health District <input type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Puget Sound Clean Air <input type="checkbox"/> Puget Sound Energy <input checked="" type="checkbox"/> Stillaguamish Tribe <input checked="" type="checkbox"/> Tulalip Tribes	
ACTION									
<input type="checkbox"/> Administrative	<input type="checkbox"/> City Council	<input type="checkbox"/> Quasi-Judicial	<input checked="" type="checkbox"/> Planning Commission						
<b>Public Hearing</b>	October 10, 2023	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued					
STAFF CONTACT									
<b>Name</b> Angela Gemmer	<b>Title</b> Principal Planner	<b>Phone</b> 360.363.8240	<b>E-mail</b> agemmer@marysvillewa.gov						

SURROUNDING USES			
	Comprehensive Plan	Zoning	Land Use
Site	Multi-family Low Density	R-12	Vacant land
North	General Commercial	GC	Vacant land
East	General Commercial	GC	Best Buy, MOR Furniture, and associated retail across 27 <sup>th</sup> Avenue NE
South	Multi-family Low Density	R-12	Single family Lakewood Meadow Condominium across 169 <sup>th</sup> Place NE
West	Multi-family Low Density	R-12	Vacant land entitled for Josephine Master Planned Senior Community across 25 <sup>th</sup> Avenue NE

**Vicinity Map**



**1.0 FINDINGS AND CONCLUSIONS**

- 1. **Description of Proposal:** The proposal is for a NON-PROJECT action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC).  
  
If the proposed rezone request is approved by Marysville City Council, all future project action development proposals will be subject to all applicable Marysville Municipal Code (MMC) and project level State Environmental Policy Act (SEPA) review at the time of application.
- 2. **Location:** The rezone area is located at the northwest corner of 169<sup>th</sup> Place NE and 27<sup>th</sup> Avenue NE. The rezone area has site addresses of 2517 and 2621 169<sup>th</sup> Place NE, and 16924 27<sup>th</sup> Avenue NE, and is identified by Assessor’s Parcel Numbers (APNs) 31052900200700, 31052900202000 and 31052900202100.
- 3. **Site Description:** The rezone area is nearly flat and is primarily forested with the exception of a portion of the western parcel (APN 31052900200700), where an existing single family residence is located, and the eastern portion of the site, where some clearing has occurred.
- 4. **Project History:** The land use application for the Comprehensive Plan Amendment and Rezone was submitted on January 27, 2023 and deemed complete on February 8, 2023. Notice of application was provided in accordance with MMC Section 22G.010.090.
- 5. **Public Comments:** Public comments were received from one citizen who wrote on behalf of the Lakewood Meadow Association. Concerns and questions presented by the citizen, along with responses from City staff, are summarized below (see also **Exhibit 16**, pages 11 – 18).

*Public comment: Citizen met with staff regarding neighborhood concerns about compatible adjacent zoning when the Lakewood Meadows single family residential neighborhood was annexed into the City in 2005. The current R-12 zoning was established, and is reflected in the Lakewood Neighborhood Master Plan zoning map. A major concern is that the development proposal is not described so there is not much for the neighborhood to evaluate or respond to.*

*Staff response: The zoning of the subject property was a conscious decision by City staff at the time to ensure that a commercial development would not adversely impact the existing Lakewood Meadows neighborhood. As noted, the use that would be pursued if the property were rezoned is not known. Staff shares the citizen’s concerns regarding there being insufficient information to evaluate and respond to. While several commercial uses in the GC zone would likely be desirable and compatible with adjacent residential uses if properly located and screened, other uses would be undesirable and incompatible (e.g. a gas station, contractor’s office and storage yard, etc.) both with the existing single family residential neighborhood and in relation to surrounding roads and uses. For this reason, staff has provided information to the applicant regarding uses that would likely garner support and those that would not. When a proposed use is known, and anticipated to be compatible with the residential neighborhood and surrounding area, staff has encouraged the applicant to pursue a project action rezone pursuant to MMC 22G.010.440(2) which is allowed any time during the year without the need for a Comprehensive Plan amendment. In this way, the City can both protect the interests of the existing neighborhood, and efficiently allow for a development that would benefit the City and surrounding community.*



Public comment: The width of 169<sup>th</sup> Place NE will not provide a barrier to any noise, traffic, or visual issues that may arise by virtue of development of the subject property.

Staff response: While existing roads, such as 169<sup>th</sup> Place NE, do provide separation and are often used as a transition between zones, commercial noise, traffic, and visual issues will vary depending on the size and type of use as well as site design choices. While a 10-foot, Type L3 landscape buffer is required between commercial uses and non-arterial roads, other impacts of the commercial uses are not able to be evaluated without knowing the size and type of use, and how the site will be laid out. For these reasons, the applicant has been advised that pursuing a rezone with a concurrent project action is the approach favored by the City.

Public comment: If the property remains R-12, how many housing units would be built, where would the ingress/egress locations be on 169<sup>th</sup> Place NE, and what would the landscaping and sidewalk requirements be?

Staff response: The applicant's trip impact analysis (**Exhibit 9**) indicates that up to 48 dwelling units would be constructed which is the maximum number of units allowed under the R-12 Multi-family, Low Density zoning. Ingress and egress would be determined during project level review; however, due to queuing, ingress and egress on 27<sup>th</sup> Avenue NE would be closely evaluated. On 169<sup>th</sup> Place NE, it would be located per Engineering Design and Development Standards (EDDS) requirements which require adequate spacing from major intersections, and would be aligned with roadways on the south side of the road where feasible and compliant with EDDS requirements. For any future project action, frontage improvements consisting of curb, gutter, sidewalk, and widening the road to enable the full build-out as necessary. Landscaping is anticipated to include street trees, and an additional minimum 10 foot wide, Type L3 landscape buffer on private property abutting 169<sup>th</sup> Place NE and a 15 foot wide, Type L3 landscape buffer on private property abutting 27<sup>th</sup> Avenue NE.

Public comment: If the property rezones to GC, will the development be combined with the GC zoned property to the north, will it be developed separately and, if so, would the likely use be strip retail? Will restaurants be included? Will a service station be built?

Staff response: If the property rezones to GC, it may be combined with the property to the north or may be developed separately, although it appears likeliest that the properties would develop together if the zoning for both properties were GC. A wide variety of uses are allowed in the GC which include strip retail, restaurants, gas stations, contractors office and storage yards, office, and general personal services. Whether strip retail, restaurants, a service station, or some other use would be proposed if the property is rezoned is not known.

6. **Critical Areas:** A critical areas report or reconnaissance has not been prepared for the property. A remote sensing wetland image from Snohomish County's maps was provided (**Exhibit 7**); however, this image based on very high level information rather than a site specific analysis so should not be relied on. The City's maps currently show the nearest critical area as approximately 600 feet to the west.

While the rezone is recommended for denial, site specific critical areas reviews will be required, as necessary, with future project actions to ensure that all critical areas are evaluated and protected or mitigated for in accordance with MMC Chapter 22E.010, *Critical Areas Management*. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.

7. **Access and Circulation:** Access to the NON-PROJECT action rezone area is anticipated to be provided via 169<sup>th</sup> Place NE and may be allowed on 27<sup>th</sup> Avenue NE; however, due to queuing challenges, access on 27<sup>th</sup> Avenue NE will be very closely evaluated with any future project action.
8. **Trip Generation:** Under the current R-12 Multi-family, Low Density zoning, it is projected that a 48 unit multi-family residential development could be constructed. The trip generation calculation for a multi-family residence was calculated based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition, Land Use Code (LUC) 220 – Multifamily Housing (Low-Rise). The trip generation for the proposed General Commercial (GC) zoning and a 35,000 square foot commercial/retail use was calculated based on ITE LUC 822 – Strip Retail Plaza (less than 40,000 square feet). The proposed retail use would generate approximately 820 more average daily trips (ADT) and 114 more PM peak hour trips (PMPHT) than a 48 unit multi-family that could be pursued under the current zoning as shown in the table below.

Land Use	Square Feet or Units	Average Daily Trips	PM Peak Hour Trips
<b>Multi-family Residence</b>	48 units	324	24
<b>Commercial/retail</b>	35,000 SF	1,144	138
<b>Difference</b>	-	+820	+114

Future project actions shall be required to submit a Traffic Impact Analysis (TIA) to assess impacts the development would have on the surrounding roadway network in order to demonstrate acceptable Level of Service (LOS). The TIA will be required to include trip generation and distribution, identification of impacts, and mitigation measures. Traffic impact fees will be required from the City and, depending on trip generation and distribution, may be required from the County and State for any development of the site.

9. **Utilities:** Utilities are available to the rezone site as follows:

Storm Drainage – Future development of the rezone site will require addressing the stormwater impacts and ensuring that the development is in compliance with the adopted State and City regulations. Currently the City implements the 2019 Department of Ecology (DOE) Stormwater Management Manual for Western Washington.

Water – There is a 12-inch cast iron (CI) water main in 27<sup>th</sup> Avenue NE, and a 6-inch CI water main in 169<sup>th</sup> Place NE.

Sewer – There is a 12-inch PVC sewer main in 27<sup>th</sup> Avenue NE, and an 8-inch PVC sewer main in 169<sup>th</sup> Place NE.

Utility improvements will be evaluated, and required improvements made, with future project actions.

10. **Department and Agency Comments:** A *Request for Review* for the proposal was sent to the Local, County, State, and Federal Agencies and Districts shown on page one of this report. Comments received are outlined below and in **Exhibit 16**). If the department or agency is not listed below, comments were not received.

## Marysville Public Works – Traffic Engineering Division

The following comments regarding requirements for future project actions were provided in a review memo dated April 21, 2023 from Jesse Hannahs, P.E., Traffic Engineering Manager:

- Traffic impact fee requirements including improvements eligible for a traffic impact fee credit;
- Traffic Impact Analysis (TIA) requirements.
  - The 156<sup>th</sup> Street NE & I-5 Interchange that was originally expected to begin construction in the late 2020s will be delayed by six years or more. Per the Growth Management Act (GMA), if this project is delayed it may result in the current City TIA Guidance allowance for redistribution of 25% of traffic from 172<sup>nd</sup> Street NE (SR531) to 156<sup>th</sup> Street NE Interchange. With TIA allowance for traffic diversion, intersection of 172<sup>nd</sup> Street NE (SR 531) & 27<sup>th</sup> Avenue NE is nearing LOS/concurrency failure likely requiring mitigation project(s) from development in future with or without consideration of new interchange.
- Frontage improvement requirements along 169<sup>th</sup> Place NE and 172<sup>nd</sup> Street NE will be required with a future project action;
- Access management requirements. Due to queuing challenges, access on 27<sup>th</sup> Avenue NE will be closely evaluated; and
- Street lighting requirements including the requirement for decorative lighting on 27<sup>th</sup> Avenue NE and 169<sup>th</sup> Place NE.

11. **State Environmental Policy Act Review:** After evaluation of the environmental checklist submitted with the application, and other supporting documentation and application materials, a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 18**). The appeal period for the DNS expired on August 10, 2023; no appeals were filed.
12. **City of Marysville Comprehensive Plan:** The proposed rezone area is located within the Lakewood Neighborhood – Planning Area 11. The current Comprehensive Plan land use designation for the proposed rezone area is Multi-family, Medium Density (R-12), and is proposed to be re-designated as General Commercial (GC).

The proposed re-designation and rezone of the property to General Commercial (GC) complies with some, but not all, of the General Commercial locational criteria and siting standards set forth in the 2015 Comprehensive Plan, Land Use Element, Section II Industrial, subsection b. General Commercial i. Criteria and Standards. Specifically, the proposed rezone area is:

- Is less than five acres and would need to be coupled with the adjacent property to meet the minimum size expectations for a rezone. The intent to combine this property with the adjacent property to the north has been expressed by the applicant in prior conversations and in a letter dated September 27, 2023 (**Exhibit 24**) (partially complies);
- Located at arterial intersections (complies);
- Has access to arterial streets (complies); and
- Types of stores allowed include automobile and bus repair and storage, new and used car sales, lumberyards and discount stores. Some smaller types of stores would also be allowed. Several uses allowed in the GC zone are not anticipated

to be compatible with the existing single family residential neighborhood to the south (unclear whether complies).

13. **Title 22 Unified Development Code:** Pursuant to MMC Section 22G.010.440, Rezone criteria, (1) a zone reclassification shall be granted only if the applicant demonstrates that the proposal is consistent with the comprehensive plan and applicable functional plans and complies with the following criteria (see also **Exhibit 10**):

- (a) There is a demonstrated need for additional zoning as the type proposed;

*Applicant response:* The Mavis/Undi properties are located approximately 600 feet from State Route 531 and 1,000 feet (based on road distance) from the entrance to Interstate-5 in the heart of the Lakewood Neighborhood. The site is surrounded by General Commercial properties on the north and east and is currently separated from existing residential developments by 169<sup>th</sup> Place NE.

As residential development continues to occur within the city, additional General Commercial lands are necessary. This is particularly important for properties located immediately adjacent to the state highways and freeways and adjacent to residential areas where people can walk to neighboring services. According to the Office of Financial Management (OFM), the City of Marysville added over 3,400 new homes between 2010-2020. There are several new residential development south of this site which are currently in permitting and development or which have recently come online. Additional commercial services will be necessary to serve those developments. In addition, the currently zoning land use and zoning is inconsistent with surrounding uses.

The properties just north of the site are zoned General Commercial and front SR 531. This site will eventually develop with commercial uses, like Costco and Target, which are adjacent to these properties. Having Multi-family low density zoning backing up to General Commercial zoning which fronts a state highway does not provide compatibility of uses. This proposal would provide that.

*Staff response:* **It is unclear if there is a need for the additional zoning, so compliance with criteria (a) has not been demonstrated.** There is a significant amount of commercial land that remains undeveloped within the City including over 138 acres of Community Business (CB) zoned land in the Lakewood Neighborhood area alone. The proposed rezone is of 2.64 acres which has minimal impact on both commercial and residential capacity, and is not necessarily needed in order to achieve either commercial or residential growth targets. That said, staff recognizes the potential importance of this piece to the site access of the property to the north, and may in future support a rezone if the overall proposed development is one that is desirable and contributes to the desired character of the Lakewood Neighborhood Master Plan Area.

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

*Applicant response:* Surrounding uses include Best Buy, Target, Hobby Lobby, Dicks Sporting Goods, Buffalo Wild Wings, Starbucks, Chipotle, Mor Furniture, just to name a few. In addition, this site directly abuts General Commercial property which fronts SR 531. This site will develop similarly to the other commercial sites in the area. Building new residential which backs up to a very urban commercial uses and/or parking lot does not make any sense for this area. This proposal would provide a natural break between uses with 169<sup>th</sup> Place.

Staff response: **With the limited information available to staff, it is not clear if the proposal complies with criteria (b).** While staff concurs that 169<sup>th</sup> Place NE could afford a natural break between commercial and multi-family zones and uses, the wide range of uses allowed in the General Commercial zone are not all compatible with a residential neighborhood to the immediate south, and the impacts of certain uses may not be able to fully mitigated even with the separation afforded by 169<sup>th</sup> Place NE.

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

Applicant response: There are significant changes which have and will occur in the City of Marysville and Snohomish County over the next 20 years. According to information provided by Snohomish County and OFM, Snohomish County growth will exceed 230,000 people by 2044.

The City of Marysville population increased by 31.7% between 2010-2020 per OFM and 23.7% on the employment side during the same time. Circumstances have changed. The city will be planning for nearly 30,000 new residents between 2020-2044. To support that growth, the city will be planning for nearly 18,000 new jobs during the same period of time. The city has and is currently seeing substantial residential growth south of the Mavis-Undi site. Providing opportunities for jobs and services within walking distance to residential areas makes great sense. This small adjustment of land from residential to commercial will recognize and show the city is adjusting as growth is occurring.

Staff response: **The proposal meets criteria (c) in part.** There have been significant changes both in the City and in the Lakewood Neighborhood that could warrant a change in zoning classification. These changes include the adoption of the Lakewood Neighborhood Master Plan, the construction of the 156<sup>th</sup> Street Overpass and funding of the future 156<sup>th</sup> Street/I-5 Interchange, and significant residential and commercial growth in the neighborhood. Staff is not unsympathetic to the request to change the zoning from residential to commercial; however, given the proximity of the site to an existing single family residential development, the many unknowns about the potential use and configuration of the site, and the traffic issues in the immediate vicinity, staff is not supportive of the rezone without a concurrent projection action proposal.

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

Applicant response: As noted under question 2 of section B, the site is located immediately adjacent to existing commercial uses and directly abuts commercial property which will be developed in the future and creates incompatibilities with residential uses. The site has great access, there are no critical areas, and this change provides a natural road buffer between zones which currently does not exist.

Staff response: **The proposal meets criteria (d) in part.** Staff acknowledges that the site, given its location and physical attributes could work for either commercial or residential development. Also, as noted in criteria (b) above, while staff concurs that 169<sup>th</sup> Place NE could afford a natural break between commercial and multi-family zones and uses, the wide range of uses allowed in the General Commercial zone are not all compatible with a residential neighborhood to the immediate south, and the impacts of certain uses may not be able to fully mitigated even with the separation afforded by 169<sup>th</sup> Place NE. In addition, the

*funding for the 156<sup>th</sup> Street/I-5 Interchange has been delayed which is anticipated to exacerbate traffic issues at the intersection of 172<sup>nd</sup> Street NE and 27<sup>th</sup> Avenue NE which is quickly approaching its capacity limits.*

After evaluation of the responses to the rezone criteria, application materials, and other supporting documentation on file with the City, staff concludes that the proposed rezone does **not** comply with all of the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*.

14. **Supplemental Applicant Information with Staff Response.** Outlined below is a summary of supplemental information provided by the applicant in a letter dated September 27, 2023 along with responses by City staff. Please refer to **Exhibit 24** for the complete applicant letter.

*Applicant comment: Commercial developers interested in the two larger General Commercial properties immediately to the north of the Applicants' parcels have expressed interest in acquiring Applicants' parcels and including them in a future commercial development. However, commercial developers have shied away from Applicants' parcels because they require a rezone. Unfortunately, staff has intimated that they do not support Applicants' proposed redesignation and rezone, preferring that the Applicants "wait and see" whether a larger commercial development project is proposed before then seeking an Alternative Rezone under MMC 22G.010.440, a code provision that allows sites under 10 acres to be rezoned without a concurrent comprehensive plan amendment. Here are reasons why the "wait and see" strategy is problematic:*

- 1. Should a larger commercial development want to include Applicants' parcels within a future commercial development proposal, they could use the 'Alternative Rezone' allowance in MMC 22G.010.440(2) to propose a rezone (without concurrent comprehensive plan amendment). However, based on the rules for consolidated permit review in RCW 36.70B.120 and 22G.010.020(1), this would change the project's approval process from an administrative decision to one requiring a decision by the Hearing Examiner - a change that would lengthen the entitlement process and create a greater layer of uncertainty which many commercial developers do not want.*

*Staff response: While it is true that the rezone would change the project review from administrative to quasi-judicial (Hearing Examiner), the additional time for processing is anticipated to be approximately one month (due to the lead time to schedule the hearing and receive a decision from the Hearing Examiner). If the use is a desirable one that is consistent with the goals and policies of the Lakewood Neighborhood Master Plan, staff would likely support the request. Rezoning the property at this time, without knowing the intended use and layout of the project, shifts the risk to the City. To-date, the project inquiries for the property to the north have been strip retail, high-turnover fast food restaurants, and self-storage (which isn't allowed in the zone), which are not uses that further the goals and vision of the Lakewood Neighborhood Master Plan and are, therefore, not preferred uses.*

- 2. Larger commercial projects rely on institutional financing and must go through underwriting. It has been our firms' experience that dependence on a rezone can change underwriting. Specifically, some underwriters are likely to review the rezone permitted by MMC 22G.010.440(2) as having a higher entitlement risk and*

even if the rezone were approved, it would concern underwriters that the zoning would ultimately be inconsistent with the underlying land use designation.

Staff response: It is staff's understanding, based on a conversation with a local commercial real estate loan officer, that a rezone should likely not be problematic for financing provided that the rezone is complete prior to the loan closing. Similarly, the minor discrepancy between the Comprehensive Plan land use designation and the zoning should also likely not be an issue. The lender will rely on the commercial appraiser's estimation of what the highest and best use of the property is, what the financials are of the person or entity pursuing the loan, and also what the ultimate development proposal is in determining whether a loan should be granted.

3. If the Applicant's parcels remain R12 and are not included in the future commercial development project to the north, the Applicants would still have to pursue a more costly and time-consuming process on their own to achieve the General Commercial rezone under MMC 22G.010.440(2), which would require preparing a full development application.

Staff response: While it is true that the submittal requirements for a formal project with a concurrent rezone requires more plans and reports to be prepared, this additional information on the subject property would be beneficial to receive as it would enable the City to conduct a more thorough analysis of the proposed project and associated impacts. Currently staff has no information on the proposed use or layout of the site, or whether the use would cause the intersection of 27<sup>th</sup> Avenue NE and 172<sup>nd</sup> Street NE to fail. A project action with a concurrent rezone could take approximately one month (estimated) longer to process, and result in a rezone processing fee; however, all other timeframes and expenditures would be the same as a project that does not include a rezone.

4. And if Applicants' current proposal is not considered now, the Applicants would be unable to submit a docket application in 2024 (as the City is already underway with their 2024 Comprehensive Plan Update) and once the 2024 Comprehensive Plan Update is approved, it would be more difficult for the Applicants and/or future commercial developers to justify a rezone under MMC 22G.010.440 because the Comprehensive Plan will have just been adopted.

Staff response: Staff is anticipating still allowing simple rezones of 10 acres or less as allowed by MMC 22G.010.440(2) in 2024 as they would have minimal impact on the planning and assumptions contemplated with the Comprehensive Plan update. Staff would also welcome rezone requests after the Comprehensive Plan update if they meet all applicable rezone criteria and further the goals and vision of the respective neighborhood planning area or master plan/subarea plan that they are located in.

Applicant comment: Staff and the neighborhood to the south note that the existing multi-family zone may provide a better transition between future commercial development to the north and the residential neighborhood across 169<sup>th</sup> Place NE to the south. As a generalized planning statement this may be true in part, but the existing neighborhood and Applicants' parcels are currently separated by a street which is typically viewed as being an ideal location for the edge of a zoning district or a neighborhood due to the break in land uses, typical frontage improvements (like street trees, etc.), and requirements for landscaping, setbacks, etc.

*Staff response: As noted in Section 13, criteria (b) above, while staff concurs that 169<sup>th</sup> Place NE could afford a natural break between commercial and multi-family zones and uses, and roads are typically a good physical improvement to separate zones and land uses, the wide range of uses allowed in the General Commercial zone are not all compatible with the residential neighborhood to the immediate south, and the impacts of certain uses on the residential neighborhood may not be able to be fully mitigated even with the separation afforded by 169<sup>th</sup> Place NE. The specific uses that have proposed to locate on the site to-date include strip retail, high turnover drive-through restaurants, and self-storage (which is not allowed in the zone), which are not uses that further the goals and vision of the Lakewood Neighborhood Master Plan and are, therefore, not preferred uses.*

*Applicant comment: Staff and the neighborhood to the south have expressed concern that the proposed redesignation and rezone to General Commercial would allow for uses that may not be compatible with the neighborhood. The applicants have offered to enter into a developer agreement with the city that would restrict future uses on the parcel to ensure compatibility. However, the staff has indicated that they believe the city should not approve developer agreements and/or contract rezones for fear that such conditions may be imposed but development may not occur. The Applicants acknowledge the city's concern but believe that the use of such an agreement and/or contract rezone in this circumstance has merit because it can help the city attract a larger commercial project with a plan to develop the entire area, yielding a better outcome than piecemealed development that could occur on these smaller parcels.*

*Staff response: Over the years, several speculative rezones have been approved. Many of these rezone sites have either sat fallow for several years, or the property owner has changed their mind and requested to revert to the original zoning. Conversely, rezones with project actions have had a greater likelihood of progressing to actual development projects. The General Commercial zone has several uses that would not be compatible with the adjacent property to the south. Without knowing the intended use and anticipated layout of the site, there is not support for a rezone of the subject property given that so many uses would not be compatible with the adjacent residential development. In addition, the intersection of 172<sup>nd</sup> Street NE (SR 531) and 27<sup>th</sup> Avenue NE is nearing LOS/concurrency failure likely requiring mitigation project(s) from development in the future.*

## **2.0 CONCLUSIONS**

1. Kevin Mavis and Shale Undi, applicants, are proposing a NON-PROJECT action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC).
2. The proposed rezone area is located at the northwest corner of 169<sup>th</sup> Place NE and 27<sup>th</sup> Avenue NE. The rezone area has site addresses of 2517 and 2621 169<sup>th</sup> Place NE, and 16924 27<sup>th</sup> Avenue NE, and is identified by Assessor's Parcel Numbers (APNs) 31052900200700, 31052900202000 and 31052900202100.
3. A critical areas report or reconnaissance has not been prepared for the property. The City's maps currently show the nearest critical area as approximately 600 feet to the west. Future project actions will require critical areas review, as necessary. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.



4. Access to the NON-PROJECT action rezone area is anticipated to be provided via 169<sup>th</sup> Place NE and may be allowed on 27<sup>th</sup> Avenue NE; however, due to queuing challenges, access on 27<sup>th</sup> Avenue NE will be very closely evaluated with any future project action.
5. The proposed NON-PROJECT action rezone is **not** consistent with all of the pertinent development goals and policies outlined in the Marysville Comprehensive Plan including the General Commercial locational criteria and siting standards.
6. The proposed NON-PROJECT action rezone does **not** comply with all of the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*.
7. As of the date of this report, one citizen provided written comments expressing concerns regarding the proposed NON-PROJECT action rezone.
8. The proposed NON-PROJECT action rezone will **not** make appropriate provisions for the public use and interest, health, safety and general welfare.
9. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 18**). The appeal period expired August 10, 2023; no appeals were filed.
10. A duly advertised public hearing has been scheduled before the Planning Commission on Tuesday, October 10, 2023 at 6:30 pm in City Hall Council Chambers to consider the NON-PROJECT action rezone request.

### 3.0 STAFF RECOMMENDATION

Based on the foregoing findings and conclusions, the Community Development Department recommends the Planning Commission forward a recommendation of **DENIAL** of the NON-PROJECT action rezone from Multi-family Low Density (R-12) to General Commercial (GC).

**Prepared by:** *Angela*

**Reviewed by:** *Chris*

### 4.0 EXHIBITS

The following exhibits can be accessed electronically via the link provided in the exhibit header below.

#### [Mavis-Undi Rezone](#)

Exhibit 1	Land use application
Exhibit 2	Project narrative
Exhibit 3	Comprehensive Plan Map Amendment Response Form
Exhibit 4	Title report – Mavis
Exhibit 5	Title report – Undi
Exhibit 6	Environmental checklist
Exhibit 7	Remote sensing wetland image
Exhibit 8	Vicinity map
Exhibit 9	Traffic impact analysis
Exhibit 10	Project narrative

- Exhibit 11 Department of Commerce 60-day submittal confirmation sheet
- Exhibit 12 Letter of completeness
- Exhibit 13 Department of Commerce 60-day submittal confirmation letter
- Exhibit 14 Parties of Record
- Exhibit 15 Citizen comment letter
- Exhibit 16 Technical review comments
- Exhibit 17 First Planning Commission materials
- Exhibit 18 SEPA Determination of Non-Significance
- Exhibit 19 Notice of SEPA Determination of Non-Significance
- Exhibit 20 Affidavit of Posting – SEPA DNS
- Exhibit 21 Affidavit of Publication in Herald – SEPA DNS
- Exhibit 22 City-prepared zoning map
- Exhibit 23 Notice of Public Hearing

**Meeting Minutes**  
**April 25, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Brandon Whitaker and the absence of Roger Hoen.

Present:

Commissioners Chair Steve Leifer, Commissioner Shanon Jordan, Commissioner Zebo Zhu, Commissioner Jerry Andes, Commissioner Kristen Michal

Absent: Vice Chair Brandon Whitaker (excused), Commissioner Roger Hoen

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

**APPROVAL OF MINUTES**

**Motion** to approve the minutes of the March 28, 2023 meeting as presented moved by Commissioner Whitaker, seconded by Commissioner Michal.

**Motion passed unanimously.**

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

None

**NEW BUSINESS**

**Climate Change Vulnerability and Risk Assessment**

Director Miller introduced this discussion regarding the Climate Change Vulnerability and Risk Assessment. Maddie Seibert, Cascadia Consulting, made a presentation to the group. She discussed CVA (Climate Vulnerability Assessment) goals of understanding the current and expected climate impacts to Marysville; mapping climate impacts facing Marysville communities and infrastructure; assessing the implications; and equipping the City to champion a resilient future for all residents with the findings to

be used as a tool. She explained that this is extremely timely as HB1181 was passed last week which requires a new Climate Change and Resilience element in the Comprehensive Plan update. The State intends to provide funding to each county; Snohomish County is expected to have money to assist Marysville with complying with the bill.

Key climate impacts facing Marysville include rising temperatures and extreme heat; increasing winter storms and flooding; rising sea levels; and more frequent wildfires and wildfire smoke days. She reviewed the methodology and focus areas including physical vulnerability (infrastructure and natural areas) and social vulnerability (communities/neighborhoods and economy).

Commissioner Zhu referred to page 3 under Methodology and asked why they weight exposure sensitivity and adaptive capacity equally. Ms. Seibert explained they did not feel they had enough information to provide a more specific weighting of one over another.

Commissioner Andes asked how much money they think will be allotted to Marysville to address some of these issues. Director Miller was not sure. She stated that she just learned that it would be required for this update cycle. Commissioner Andes commented that some of these items seem like they could be fairly costly. Ms. Seibert commented that the intention is for the state to provide funding to the counties across the state based on county size. The funding hasn't been approved in the state budget. She thought there was a clause in the bill that says that cities that do not receive funding would not be required to meet the requirement this time.

Commissioner Zhu referred to Appendix B, page 1, and asked if the size of responses was big enough for the study. Ms. Seibert stated that the sample size was not statistically relevant but it was still useful. Commissioner Zhu referred to Table 1, page 1, Exhibit B, and noted that the 3rd row and 4th row seemed the same. Ms. Seibert agreed that those answer choices could be combined.

Ms. Seibert continued the presentation. She reviewed the methodology and results for the social vulnerability assessment. The assessment found that the northeast and central areas of the city were more vulnerable to climate change impacts. This is due to higher rates of asthma and air quality-related mortality rates. Those areas were also further away from grocery stores and food services which is an essential community service. Those areas have less tree canopy coverage and fewer open spaces. Both of these are a mental health benefit and can help alleviate extreme heat by providing shade. Communities in the south of Marysville will be more exposed to flooding impacts. In the economy assessment, they found that the areas in Marysville that have a relatively higher economic vulnerability are in the central downtown Marysville area and the northeast corner near the Getchell area. Those tracts rated highly because they are more exposed to extreme heat impacts and have a large portion of their workforce in climate-exposed occupations. Extreme heat is related to lost labor hours. It is also connected to injuries in the workplace and health impacts that would impact the

workforce. Those areas also have lower adaptive capacity due to higher unemployment rates.

Overall, businesses located in the floodplains are more vulnerable to flood-related damages. Those could result in higher insurance, potential supply chain disruption, and potential loss of business. One-third of the Marysville workforce is in climate-exposed occupations such as construction, agriculture, natural resources, and emergency responders. They are more likely to experience lost wages and health impacts due to extreme heat. The workforce won't be impacted evenly. Residents that are unemployed, elderly, low income and/or disabled are likely to have a lower adaptive capacity to recover from any financial impacts related to climate change. Small businesses will also be less able to adapt to climate impacts and cope with extreme weather events.

Chair Leifer asked how participants of the surveys were targeted. Ms. Seibert explained it was an online survey. Director Miller added that the survey link was shared onto city social media channels and sent out to city Listservs. The communications team advertised it on news releases on the website.

Commissioner Andes referred to the FEMA 100-year and 500-year floodplains. If FEMA decides to raise the base flood elevation because of the potential rise in sea level, how would that impact residents in that area. Ms. Seibert explained that the 100-year and 500-year models are based on past data not future data. It is likely that floods will exceed the amounts. Sea level rise will definitely have an impact on the southwestern corner of Marysville. Other types of flooding are more related to precipitation and river flows. River flooding is expected to increase. Urban flooding and flooding that collects in low lying areas because of pavement in certain parts of the city are also a concern. They expect more areas of flooding to have stronger impacts. In summary, sea level rises will impact flooding, and flooding will likely exceed the 100-year and 500-year flood plains. It is possible that FEMA could change the areas, but since it is based on past flooding it will take some time for those areas to expand.

Commissioner Michal asked why the north Getchell neighborhood would have a higher economic vulnerability. Ms. Seibert explained this has to do with extreme heat and more climate-exposed occupations.

Ms. Seibert continued to present the results regarding the physical vulnerability assessment (infrastructure and natural assets). For transportation they found there are some public transportation routes that are already in flood zones and some in priority routes in downtown and through I-5. Some pieces of transportation infrastructure are likely to be impacted by landslides. These are more likely to happen when steep slopes are saturated by heavy precipitation. Additionally, priority routes along the east side of Marysville and some gas stations, bridges, and tunnels are bordered by landslide risk areas.

Heat events are going to increase demand for energy, especially air conditioning. That stress on the system can lead to more power outages. At the same time, they know that

climate impacts are likely to impact the availability of hydroelectric power. This could also lead to more frequent power outages. More frequent and intense floods can damage power lines and utility poles. Sections of the Olympic Pipeline, which passes through Marysville, lie in the 100-year and 500-year floodplain so corrosion is a risk.

Marysville's water and wastewater treatment plants are likely to experience more frequent flooding. Both are in the 100-year floodplain. Sea level rises will pose a risk to the City's sewer facilities. Flooding is the most significant risk to the water and wastewater systems. As sea level rises there could be more saltwater intrusion into those areas as well. Stormwater facilities are also located in the 100-year and 500-year floodplain areas and areas that are likely to be covered by sea level rise by 2080. This includes storm drains, stormwater outfalls, and low impact development infrastructure. More intense storms and flooding events could increase storm runoff which could overwhelm stormwater management systems or introduce pollution management issues due to backups.

The biggest impact to natural systems is the risk of flooding. Most of the shoreline and Ebey Slough are in the 100-year floodplain and 500-year floodplain. As those are flooded more often there is more risk of erosion, more damage to habitats, and more risk of disruption of critical ecosystems. On a regional scale, salmon mortality is likely to increase due to habitat threats - warmer stream temperatures, low stream flows, and flooding. Increasing summer temperatures and more extreme rain patterns are going to distress the urban forests in Marysville. As temperatures rise, they will be exposed to insects and disease outbreaks. Risks like flooding and landslides are also likely to contribute to tree mortality. Trees located in the floodplain, near the shoreline, and near hazard areas are at increased risk.

Commissioner Zhu referred to the list of considered indicators for infrastructure and asked if bike lanes and sidewalks were part of this. Ms. Seibert explained that they were not included. For transportation infrastructure the consultant focused on critical infrastructure; however, areas located in floodplains are definitely at risk for impacts.

#### Recommended Policies:

- **Adaptation Policies** - Update the CVA periodically to make sure the information is still accurate and looped into decision-making processes. These recommendations relate to public health, emergency preparedness, energy storage, grid resiliency, measures to protect critical infrastructure, ecosystem health, trees, and forests, and to address sea level rise.
- **Community Focused Policies** - These focus on social factors that make some communities more vulnerable than others. These policies relate to engaging the community, reducing displacement, protecting air quality, providing green affordable housing, food access and food security, and green jobs to help communities through the transition towards more sustainability sectors.
- **Overarching Climate Policies** - Make sure plans are aligned, incorporate a climate lens to planning, make sure that Best Available Science is used in

decision making, make sure that budgets are aligned around climate goals, take stock of the grants that are available to fund climate work.

Next steps - The group will present to City Council in May. The final draft is due June 15.

### **2023 Comprehensive Plan Map Amendment and Rezone Requests.**

- **Mavis-Undi Comprehensive Plan Map Amendment and Rezone.**

The first proposal is a request for the NON-PROJECT action Comprehensive Plan Map Amendment and Rezone of approximately 2.64 acres from R-12 Multifamily, Low Density (R-12). The rezone area is located at the northwest corner of the intersection of 169th Place NE and 27th Avenue NE. The property to the south of the subject property was developed under Snohomish County's jurisdiction in a single-family residential neighborhood capacity. When this area was being annexed to the City a buffer was put into place in the form of R-12 zoning to buffer those single-family homes and provide a transition to whatever commercial uses would occur on the property to the north. The rezone is requested as the applicant contends that the existing R-12 zoning is not compatible with surrounding land uses, particularly the commercially zoned property to the north, and that the rezone affords a small, but proactive adjustment to the zoning before incompatible development occurs.

While staff appreciates the applicant's argument, staff is not supportive of a rezone from R-12 to GC without a project action being concurrently proposed. The subject property was originally zoned R-12 to provide a transition from the GC zone to the north and the residential neighborhood to the south. Many uses in the GC zone would likely garner staff's support for the property to be rezoned; however, there are many other uses that are allowed in the GC zone which would not be desirable at this location given the potential to adversely impact the neighboring residential uses. Staff has provided examples of uses that would likely be supported at this location and advised the applicant that a rezone request from R-12 to GC could be submitted anytime during the year without requiring a concurrent Comprehensive Plan map amendment given that the adjacent zoning is GC and the requested rezone area is under 10 acres. Staff has recommended that the applicant submit a proposal once the use is known through the pre-application process so that feedback can be provided on the proposal prior to incurring the time and expense associated with preparing a formal land use application.

One citizen provided a letter on behalf of the Lakewood Meadows Association expressing similar concerns regarding a rezone from R-12 to GC without knowing what the proposed development would be and what impacts it would have on the adjacent residential uses. Staff spoke with the citizen regarding their concerns and has added them as a party of record for this proposal to ensure that they have an opportunity to follow the process and provide input as desired.

Commissioner Andes asked about doing a developer agreement. Ms. Gemmer explained that would probably be more than is needed in this case.

Commissioner Andes referred to a piece of property to the northwest of that property that is GC but is indicated with a different color. He asked why the colors are different. Ms. Gemmer explained this image was included with the memo, and the label is in the wrong place.

Commissioner Michal asked if the current owners want to develop it or if they want to sell it. Ms. Gemmer explained it is owned by two people. Her understanding is that their goal is to sell it.

There was agreement that staff's recommendation is reasonable.

Ms. Gemmer explained staff is encouraging the applicant to pursue other methods. If they choose not to withdraw the request, staff will present a recommendation that the rezone not be supported. Staff wants to make sure what ends up going there does not end up adversely impacting the neighbors.

- **51st Avenue Comprehensive Plan Map Amendment and Rezone**

Principal Planner Gemmer introduced this map amendment and rezone request. As part of the 2023 Comprehensive Plan Amendment docket, KM Capital, LLC filed a request for the NON-PROJECT action Comprehensive Plan Map Amendment and Rezone of approximately 48.01 acres from Light Industrial (LI) to R-18 Multi-family, Medium Density (R18). This is located at the southeast corner of the intersection of 152nd Street and 51st Avenue NE. This is in the Cascade Industrial Center (CIC); however, having this property zoned R-18 would be more compatible with the adjacent multifamily development to the immediate west and the single-family developments to the south and to the east. The site also has good access to transit and arterials which are other expectations in the Comp Plan for a zoning change to R-18. It would supply a significant amount of housing. The primary reasons staff is supportive of this change is that it would afford a better transition to the adjacent single family and multifamily zoning and is buffered from the industrial to the east via a significant critical area. Staff is supportive of the rezone request given the unique site circumstances.

Chair Leifer asked how they could take that many acres out of the Cascade Industrial Center since it was approved by the Regional Council and everybody else. He recalled that it had to encompass areas clear down to 128th to get in enough land. Since then, in discussions they have had such as doing an Overlay along State Avenue with General Commercial have been met with resistance because they don't want to reduce the industrial area. At the last meeting they had a big discussion about RV parks and that there was no place to put them, especially in light industrial because it would encroach on the light industrial area. He thought this was very inconsistent and was curious how they could justify removing 48 acres for this.



Ms. Gemmer referred to the matter regarding an overlay along State Avenue/Smokey Pt. Blvd to allow for commercial uses within a certain distance and explained that the idea hasn't been discarded. It just hasn't been investigated yet. She referred to Chair Leifer's initial question of how this got in the Comprehensive Plan but did not get translated into the code. After much research she was unable to find out what happened. It appears it simply got dropped somewhere. Chair Leifer asked if anybody reviewed the Planning Commission minutes from back when Steve Muller was Chair. Ms. Gemmer said they could not find anything in the code. She stressed that staff still needs to investigate whether the desired zoning change is possible.

Chair Leifer said that CAO Hirashima had indicated a few years ago that she would get it taken care of. Director Miller clarified that it was adopted in the Comp Plan but it appears that the subsequent research and code change never happened. Chair Leifer gave some background on this. He recalled that the Planning Commission acted unanimously to recommend that this be done. His recollection was that CAO Hirashima was going to move forward with it. Director Miller stated that staff will evaluate it when they update the Comprehensive Plan.

Chair Leifer asked how they could dilute the Cascade Industrial Center by almost 50 acres and still maintain the centers designation. Ms. Gemmer added that this is supported because this is seen as a good transition with the residential all around it. Chair Leifer expressed concern about the impacts of removing that much of the area. Director Miller explained that when she looked into it, she was informed they would not lose the centers designation status with this change. A change of less than 10% of the overall area is considered a minor amendment and can be processed administratively without losing any sort of status. Chair Leifer asked if taking this out could limit future options. Director Miller acknowledged it could limit future changes to the area. She would like to keep the area as intact as possible to create future jobs for the community, but this is an extremely unique location that staff feels makes sense to rezone.

David Toyer, Toyer Strategic Advisors, spoke regarding the application. He reviewed his firm's involvement with entitlements for the industrial land for about 426 acres in Arlington and Marysville that Northpointe moved forward. In addition, they have worked on a significant amount of industrial development that is permitted, entitled, and approved to be built in the CIC. They also happen to be working on this proposed rezone. He reviewed some background on the proposal and explained that the net change to the CIC is less than it appears. About a year ago ten acres of residential was converted to light industrial. This is part of the total amount they are seeking to rezone and was not part of original CIC. He reiterated that this is surrounded by residential on multiple sides and would serve as a good transition. He thinks it is important to look at 152nd as a transition point for the arterial. He explained if they were going to do industrial in this area, they would need a truck access out to 51st. By making this residential it puts workforce housing close to where the light industrial is going in the future. It also helps to separate industrial development and truck traffic to the north of 152nd. He commented on the UGA expansion to the east of the railroad tracks. He explained how Edgecomb Creek along the west side of the railroad track is a challenge

to providing a rail spur or rail siding on the west side of the tracks. You can't fit it in south of 152nd and can't make it work north of 152nd unless you add a second at grade crossing which wouldn't be supported by the UTC. The appropriate place if you were looking for something that needed some level of rail service would be to have industrial that matches on the east side of the railroad track to be able to provide an appropriate location for that to be planned. He spoke to the importance of viewing the Comp Plan as a living document. He noted that there is a substantial area on the east side of this proposed rezone that is wetlands which is already starting to be restored as part of Northpointe's project to restore Edgecomb Creek. There is additional restoration work that is scheduled to be done in the next couple years that will provide a more cohesive and feasible approach as to how this area should be planned out.

Commissioner Andes asked how many units they expect to get out of the area. Mr. Toyer estimated 768 units.

Commissioner Jordan said he lives in the area. He is not opposed to this but expressed concerns about increased traffic especially if 156th does not get the off-ramps. They are already inundated with trucks and have issues with stormwater and flooding.

Chair Leifer asked what happened to the idea of putting a regional stormwater pond in that site. Mr. Toyer explained that when they looked at that early on there wasn't buy in from all the property owners that was needed. Additionally, this is a pretty flat area, and it is hard to move water. One of the benefits of Edgecomb Creek is having the stormwater treated and ultimately end up back in the creek where it should be to support flows year-round. The ponds out there are designed to move the water in that direction but the further away you get from the area the harder it is. Also, as you get closer to the airport the preference of the FAA is to have no standing water whatsoever.

Chair Leifer asked about staff's response to Kristin Kinnamon's concerns. Ms. Gemmer explained that most of these had been responded to by Mr. Toyer. This should be fleshed out better with the revised SEPA checklist at the next meeting. Regarding transportation concerns, there are a lot of intersections in the area that are approaching Level of Service issues, not specific to this development. This is something that the transportation division has a good handle on. They have provided some global comments about traffic concerns that will likely need to be addressed in the future but not at this phase.

## **DIRECTOR'S COMMENTS**

Director Miller explained that the House and Senate implemented the ban on single family zoning which will have serious implications for Marysville. Staff needs to review this but the topic will be coming back for discussion. In general, the State wants cities to allow 4-6 units per single family lot.

## **ADJOURNMENT**

**Motion** to adjourn at 8:40 p.m. moved by Commissioner Jordan, seconded by Commissioner Michal. **Motion passed unanimously.**

The meeting was adjourned at 8:40 p.m.

*Angela Gemmer for*  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – May 9, 2023**

**Meeting Minutes**  
**May 23, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order noting the absence of Kristen Michal and the permanent absence of Commissioner Roger Hoen. He explained that Roger had passed away recently after a battle of abdominal cancer. He praised Roger's participation on the Planning Commission and his commitment to the community. He served honorably on the Commission and will be missed.

Present: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Jerry Andes, Commissioner Shanon Jordan, Commissioner Zebo Zhu

Absent: Commissioner Kristen Michal (excused)

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

**APPROVAL OF MINUTES**

**Motion** to approve the minutes of the April 25, 2023 meeting as presented moved by Commissioner Andes, seconded by Commissioner Jordan. **Motion passed unanimously.**

**AUDIENCE PARTICIPATION - None**

**NEW BUSINESS**

- **Mavis-Undi Comprehensive Plan Map Amendment and Rezone**

Principal Planner Gemmer reviewed this item as previously discussed. Staff has looked at the request and feels it is most appropriate to bring it forward in the future through the with a concurrent project action. Prior to submitting a formal land use action, a pre-application would be required to be submitted so that feedback can be provided on the proposal prior to incurring the time and expense associated with preparing a formal land

use application. Staff's recommendation at this point is to bring it back in the fall with a recommendation to not approve the rezone.

Chair Leifer asked what the main concern would be with conditioning a rezone. Principal Planner Gemmer explained that at least a third of the uses in the General Commercial zone would not be compatible with an existing residential neighborhood across the street. The City has done developer agreements in the past, but typically it is for larger projects because it is complex and there is a lot of staff time required. She also expressed concern about providing differential treatment for this applicant compared to others that might request a rezone. Additionally, this is one of the most heavily constrained traffic areas in Lakewood with the 27th Avenue intersection approaching inadequate level of service. The level of traffic analysis required for a Comprehensive Plan amendment and rezone is typically very minimal compared to what they would see with a future project action. There are already significant concerns about the level of service in the area.

Commissioner Zhu asked for examples of incompatible uses. He also asked if there is a rubric to define or quantify what is compatible or not. Ms. Gemmer replied there is not a rubric, but it is generally things that probably would not be ideal by a single family neighborhood. Some examples include a contractor's office and storage yard, a gas/service station, automotive repair, governmental uses (public utility yard), shooting range, etc.

Vice Chair Whitaker asked for clarification about the intent of the application. Principal Planner Gemmer reviewed this. Vice Chair Whitaker said he agreed with staff's opinion in order to maintain the buffer with the residential areas.

Jerry Osterman, 2605 169th Street NE, Marysville, commended the City for working with the neighborhood as development has occurred. It seems to be developing well in accordance with the plans that were put in process in 2005. He thanked them for being concerned about their concerns. Chair Leifer asked if they agree with the multifamily designation. Mr. Osterman replied that they do.

**Motion** to move the Mavis-Undi Comprehensive Plan Map Amendment and Rezone to a public hearing moved by Vice Chair Whitaker, seconded by Commissioner Andes.  
**Motion passed.**

- **51st Avenue Comprehensive Plan Map Amendment and Rezone**

Principal Planner Gemmer summarized this item as previously discussed. Staff is supportive of the rezone request given the unique site circumstances. While staff is generally not supportive of LI zoned land within the Cascade Industrial Center (CIC) being rezoned to residential, in this particular location, staff believes that multi-family zoning would be more compatible with the adjacent residential zoning, and existing and proposed uses to the west, south and east, and generally concurs with the points raised by the applicant. Staff requests that the Planning Commission make a recommendation

that the rezone request be scheduled for a public hearing in the future (date to be determined).

Commissioner Andes expressed concerns about taking away so much land from the CIC. He thinks about 10 acres (the most southerly part) would be sufficient for multifamily. That is the same section line as the north line of Creekwalk Estates east of the railroad and the north line of the R18 development across the street. It makes a good stopping point for residential and allows 30+ acres to remain in the CIC. The City has worked hard over the past years to get this area approved. It would be a shame to start taking bits and pieces away.

Commissioner Zhu noted that the actual land reduction is only 1-2% which he feels is minimal. Also, the new residential area would help with some of the traffic issues in the area by providing homes closer to jobs in the CIC. He stated that he is in support of this.

Ms. Gemmer noted there is a pending UGA docket at the west side of 67th Avenue and the north side of 152nd Street. This will be a larger acreage that will help offset the decrease in industrial land there. She acknowledged there are a variety of factors to consider. It is a sizable amount of housing that will be provided. Not having the industrial traffic diverted southward is significant. The boundaries provide a transition point here. She thinks this is the last change staff would be able to support for the area in terms of changing from industrial to residential.

Commissioner Andes referred to the proposed UGA expansion area and noted that it is not a very good site because of all the wetlands. He thought they had discussed at one point that it would be a good point for a regional pond. Chair Leifer agreed that they had talked at length about this property which is some of the wettest property in the area. Ms. Gemmer explained that any critical areas encumbrances will need to be analyzed and buffered and put into tracts for permanent protection. If there are areas that would lend themselves to being filled, the applicant would have to get the applicable state and federal permits and mitigate for any critical area impacts. Chair Leifer wondered how much net usable land there would really be.

Chair Leifer reiterated that he is not in support of taking this out of the industrial designation. He is concerned that removing this piece takes away the opportunity to do anything in addition all the way up to Smokey Point along the main corridor. It would inhibit the ability to make any changes up there to convert light industrial to a higher and better use. He also noted that historically the City has taken the position that apartments are not desirable because of the resources they require in terms of police, fire, etc. He also agreed with Commissioner Andes that a smooth transition to 10 acres would accomplish the same thing. Regarding the amount of the land (1-2% of the area), he said it wasn't so much the absolute number but the principal of the thing.

Chair Leifer asked what the setback from the creek along the railroad would be. David Toyer, Toyer Strategic Advisors, explained it is part of the whole relocation of Edgecomb Creek and is established as a habitat restoration area. Chair Leifer asked

about the setbacks from the pipeline and expressed concern about being too close to the pipeline and the potential for catastrophe. Ms. Gemmer replied that the setbacks are determined by the pipeline company. Mr. Toyer concurred that it is something that is worked out with the pipeline company.

Chair Leifer asked if there are any preliminary site layouts for the apartment complex. Mr. Toyer indicated they had provided some information to staff about the number of buildings and the estimated unit count based on a mockup of what they think could fit on the site. The unit count is estimated to be 768 apartment units. He indicated he would bring back more information for the public hearing. Chair Leifer also wanted to know what the setback is from the edge of the new sensitive area. Mr. Toyer explained that it would be the same as what would be allowed with any industrial development. Ms. Gemmer said she could measure out a couple points. The closest point would be 79 feet. Other places are considerably further away. There would be an additional 15-foot structure setback from the edge of the buffer.

Commissioner Whitaker commented on how hard the City has worked on this area and the importance of maintaining industrial land within the CIC. He is interested in seeing more information from the applicant.

Commissioner Andes noted that there are 768 apartment units proposed, but there is no guarantee of how many of those residents will be working in the CIC. Chair Leifer noted that no matter where they work, there will be considerable impact to Shoultes Road. There was discussion about future road plans in the area. Mr. Toyer noted that the City has plans to make 152nd Street five lanes, and the project's frontage improvements would reflect that. Chair Leifer noted that his previous recommendations to have a minimum of a five-lane road from the airport to 1st Street which had been shot down.

Commissioner Jordan asked about potential impacts to schools in the area. Mr. Toyer explained they responded to that in their response materials in the packet. For the public hearing he will put together a slide deck that addresses this and other questions raised tonight. He summarized that they did look at school capacities.

**Motion** to move the 51st Avenue Comprehensive Plan Map Amendment and Rezone be moved to a public hearing moved by Vice Chair Whitaker, seconded by Commissioner Zhu. **Motion passed.**

**DIRECTOR'S COMMENTS** - None

## **ADJOURNMENT**

**Motion** to adjourn at 7:32 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Zhu. **Motion passed unanimously.**

## **ADJOURNMENT**

The meeting was adjourned at 7:32 p.m.

*Angela Gemmer for*  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – June 13, 2023**



**Meeting Minutes  
October 10, 2023**

**ROLL CALL**

Chair Leifer called the Planning Commission meeting to order at 6:30 p.m. noting the presence of all commissioners, staff, and several people in the audience.

Present:

Commission: Chair Leifer, Commissioner Kemp, Commissioner Zhu, Commissioner Andes, Vice Chair Whitaker, Commissioner Michal, Commissioner Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer, Planning Manager Chris Holland (via Zoom)

**APPROVAL OF MINUTES**

- September 26, 2023 Minutes

**Motion** to approve the minutes as presented moved by Commissioner Andes, seconded by Commissioner Kemp.

**AYES: ALL**

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**

- **Hearing 1 – Mavis-Undi Comprehensive Plan Map Amendment and Rezone**

Staff Presentation: Principal Planner Gemmer reviewed this Non-Project Action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC). It is located at the northwest corner of 169th Place and 27th Avenue in the Lakewood neighborhood. The recommendation of staff as outlined in the Staff Report is to disapprove the proposed rezone because there is an alternate process in the code to allow for rezones

to the contiguous zone if the property is ten acres or less. The alternate process would not require a Comprehensive Plan amendment. Staff has concerns about the wide range of uses that could be pursued on the property, impacts to the neighborhood to the south as well as impacts to the intersection of 27th Avenue and 172nd Street. They have received feedback from the single-family neighborhood to the south with similar concerns. Staff is recommending a project action rezone which would be available at any time during the year.

#### Commissioner Questions for Clarification:

Commissioner Andes wondered if something like a mixed use zone would work better there to transition from the single-family to commercial. Ms. Gemmer said staff would like to see how the site is laid out and what impacts to the neighborhood to the south would be. In general, she thinks that there would be a warmer reception to a mixed use development, a grocery store, restaurants, or other things the neighborhood could use.

Commissioner Whitaker commented they had a good discussion on this last time they discussed it, and he agrees with staff's recommendation.

Director Miller reviewed hearing procedures.

The public hearing was opened at 6:38 p.m.

#### Applicant Presentation:

David Toyer, Toyer Strategic Advisors, land use consultant for the applicant, distributed copies of the PowerPoint presentation and other materials to the Planning Commission. He reviewed a map of the property and pointed out that one of the things allowed in a general commercial zone is apartments over residential. Rezoning to general commercial would allow for mixed use potentially depending on who the developer is. He acknowledged a lot of the concerns are around the fact they don't know what the project will be. He explained that the alternative rezone process is not appropriate because it only changes the zoning and not the land use designation which makes institutional capital nervous. It also changes the approval process from administrative approval to hearing examiner approval, which is a longer, more complex process. If development weren't part of a larger project, it would create more risk for a small project based on rezone criteria. Mr. Toyer explained that general commercial wouldn't impact "transition" since it has denser landscape buffer (Type L3 vs. L2), would prevent piecemeal development, and still would allow for potential multifamily use on perimeter. The applicants have agreed to enter into a development agreement or contract rezone. Applicants want the rezone so they can be part of a larger, well planned commercial project. He stressed that even with this rezone, the rezone action tonight does not approve a development. Any development would still have to go through the development approval process. He recommended approval of the rezone. He also noted that they had included information about how they meet the rezone criteria and a mockup of staff's findings and conclusions as a starting point for discussion.

Chair Leifer asked if the applicant is comfortable with staff looking at the list of uses and eliminating uses they don't want. Mr. Toyer replied they would be. The list of uses in the document is what his client thinks is reasonable.

Commissioner Zhu referred to the list of uses and asked if they had any feedback from the neighbors about it. Mr. Toyer wasn't sure what the previous land use consultant had done but he thought there had been some conversations with staff about the uses.

Commissioner Michal asked about the difference in buffers between the two designations. Ms. Gemmer explained the current code requirements for landscape buffer. For a commercial use adjacent to an arterial, a 15-foot-wide landscape buffer would be required. That would apply to 27th Avenue. For a commercial use adjacent to a non-arterial, a 10-foot landscape buffer would be required. Mr. Toyer added that there are different layers of landscape treatment for screening. Ms. Gemmer concurred and further described the expectations for the landscape buffers.

Commissioner Michal also asked about traffic mitigation because it looks like it would be a substantial increase from multifamily to commercial. Ms. Gemmer agreed. The trip generation provided is only provided for the 2.5 acres subject to the rezone request. That area (intersection of 27th and 172nd Street) is one of particular concern. It is anticipated that a significant improvement will be required there but it is difficult to analyze without a project action.

Commissioner Andes asked if they can limit the access points off of 169th Place into the project. Ms. Gemmer said that 169th Place may be a future project's best access point but it would ultimately have to be reviewed by the City's traffic engineer. Mr. Toyer said since 169th would be the only full access, if it remains residential, they would be leaving the residential area where all the commercial traffic funnels down the middle of it.

Commissioner Zhu asked if there is a possibility to extend 25th avenue to 170th. Ms. Gemmer said that 25th will ultimately be connected on the west side of this property. There is a north-south connector contemplated at 25th which would extend from 169<sup>th</sup> to 172nd.

Chair Leifer asked if there have been any proposals on the north side of the Mavis-Undi site. Ms. Gemmer said her understanding was that it has only been preliminary inquiries and potentially a pre-application. Someone was interested in a self-service storage. There was also interest in a Chick-fil-A which could be problematic without some serious traffic mitigation measures implemented. The uses they have been approached on weren't things that the neighborhood has been requesting such as a grocery store or restaurant. Chair Leifer asked what it would look like and how beneficial it might be to take everything out the north end. He thought access on 169th might not be necessary at all if it was all combined together into one big project. Ms. Gemmer explained that the traffic engineering division is reticent to provide concrete feedback on what access would be without an actual site plan. She thought, however, that the best case scenario

would be a right in, right out on 172nd spaced as far away from the intersection of 172nd Street and 27th Avenue as feasible. The same would probably be true on 27th Avenue although that is already an incredibly challenging short stretch with tremendous traffic volumes. On 169th Place access is to be as far from intersections as possible; there is another standard that talks about aligning driveways with existing intersections whenever possible. Ultimately a site plan and more insight about the use would help to determine what the access is.

Planning Manager Chris Holland discussed access to the site regardless of the rezone. 25th will run all the way up to 172nd with a right in and right out. He discussed other traffic improvements that may be considered.

Commissioner Kemp asked if there is a revenue difference between R-12 and General Commercial for Marysville. Ms. Gemmer explained that typically residential is not something that fully covers the cost associated with it. The clear revenue generator would be the commercial use. Staff is not opposed to commercial use there; they just need more information to be able to support it.

Commissioner Zhu commented that the biggest concern seems to be that they don't know what the use will be. He wondered if there are any compromises they can make. Ms. Gemmer agreed that the concern is not knowing what the use is. The things they have been approached with in the past aren't things they necessarily want to facilitate at that location. There are also a lot of unknowns with respect to traffic and the layout of the site. There is a vehicle with the alternate process that can be used for the rezone at any time. If it was a use that there would be support for and the other issues could be addressed, staff would happily lend support to that.

Additional Applicant Testimony:

Kevin Mavis, one of the property owners, 7413 59th Street NE, Marysville, referred to the list of uses and stated that the list was checked off and given to them by city staff to inform them of what they did not want to see. Staff marked all of the uses they did not want to see from the list of all possible uses in General Commercial. The applicant said they agreed to that list.

Ms. Gemmer explained that staff was asked by the prior representative of the applicant about uses that they might have concerns about. She stated she had prepared this as a preliminary list of things that would probably not be appropriate there. It was not intended to be formal or an agreement with the applicant. Once staff began to look more carefully at this site, she noted that they had other concerns besides the use such as the layout of the site, the bottleneck of traffic, feedback from residents in surrounding area, concurrency issues, timing for the funding for the 156th Street overpass getting pushed back by the State, potential sewer capacity issues, and more. It feels much more appropriate for this request to go through the alternate process where they can evaluate it very thoroughly with a project action given the sensitive nature of everything going on in that area.

Mr. Mavis agreed the list was given to them from Ms. Gemmer. They offered at that time to do a developer agreement to address those concerns. Staff did not want to proceed in that manner.

Chair Leifer asked Mr. Mavis how much they would allow the list to be marked up. Mr. Mavis explained that staff had already gone through and marked off everything they did not want as part of the General Commercial zone, and the applicant agreed with it 100%. Ms. Gemmer said the list was provided as a courtesy to the applicant by her and was not intended to fully reflect the department. Subsequent to the preparation of the list, staff met with Mr. Mavis and his representative at that time and expressed other concerns. It was made very clear that while they were receptive to hearing the perspective on that and to potentially a developer agreement, the myriad of challenges in this location caused them to not be supportive of a developer agreement. Staff did not think that everything that is an issue there can be fully worked out without knowing the layout, etc. Staff indicated they were not interested in pursuing that option. Also, having developer agreements for small sites throughout the city is difficult to administer for staff.

Mr. Mavis explained they are just trying to get a concurrent rezone with the property to the north to make it more desirable for a future purchaser. They are property owners trying to sell their vacant property to a developer. Also, if you look at the site, 169th divides them from the property to the south. There is no entrance to the housing development off of 169th. Right now with R-12 zoning you could have townhomes or small cottage homes that would back up to a commercial zone. He wouldn't think that would be a very desirable end result. Wouldn't it make more sense to divide the commercial from residential with 169th? Finally, he finds it interesting that these small pieces of property are causing such a stress on traffic flow.

Mr. Toyer commented that staff was generally supportive of the rezone at the beginning and now a few months down the road are not supportive. It is very risky and expensive for a developer to put together a project application with the possibility of still being denied.

Public Testimony:

Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, WA, developer, commented that the shape of the property where it is surrounded on three sides by public streets or proposed public streets creates the ability to have access from 172nd from the north through a proposed commercial development to 169th with access to 27th and ultimately in the future to 25th which is planned to go north. He noted they recently developed 15 acres at the corner of Highway 9 and Soper Hill Road which has access off of Soper Hill Road with a right in, right out and access onto 87th. The developer constructed the roundabout at 87th and Soper Hill Road, all of which could be conditions of a specific land use action. When the property is rezoned for a developer who would likely end up owning all of this property they would have the ability for a

larger view of what is going to happen on the property. To propose a recommendation to rezone the property potentially subject to the list of specific uses gives any developer the ability to come in knowing the property is zoned for a commercial use and not having to deal with the residential component to the south when you have a natural barrier of 169th. He believes what the developer is asking for is very reasonable.

Gerald Osterman, 2605 169th Street NE, Marysville, WA 98271, commented that the plat of Lakewood Meadows (43 homes) was approved by Snohomish County in 2001 and annexed into the City of Marysville in 2005. The same zoning of R-12 was established to the north in order to create an adjacent compatible zoning and buffer to anticipated commercial development along 172nd Street NE. He noted that there are no significant changes in the circumstances of the property to warrant any change in the zoning classification. This proposal does not provide any proposed development or proposed uses for the public to respond to regarding noise, traffic, or other visual issues. As such, they respectfully request denial of the rezone request. He commended city staff for their dedicated service and excellent work.

Chair Leifer asked Mr. Osterman if he has any confidence that the applicant and the City could come to an agreement of some kind so that the developer could put a package together with the other landowner. Mr. Osterman replied that it is not a lack of confidence; it is a matter of wanting to be involved in the process as a resident who lives next to it. He thinks there are lots of options for the property; he just thinks the timing is not right. He shared that he has an extensive background in city management and has been involved in a lot of development proposals. There are options for development other than residential on that site. Developers have the option to acquire parcels and combine them as they did for the Target and Costco development. That takes time and effort, and it's a matter of timing. In the meantime, they wouldn't be opposed to having a residential project there. He expressed appreciation for public hearing opportunities and the ability to be involved in the process.

Mr. Mavis stated that for the parcels that he and Mr. Undi own, General Commercial is the best use of the property.

**Motion** to close the public hearing at 7:42 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Michal.

**AYES: ALL**

Commissioner Andes pointed out that according to the map there is a street that runs south from 169th Place. Ms. Gemmer acknowledged this and clarified that 26th Drive NE off of 169th Place serves Mr. Osterman's neighborhood. She stressed that she and Director Miller had met several times with Mr. Mavis and his prior consultant but there has never been an official position other than the one presented. Their belief is that there are too many unknowns that shift the risk to the City, and they do not support the rezone request.

Commissioner Zhu asked about Mr. Mavis's comment that if they keep the parcel as R-12, it will be up against General Commercial to the north. Ms. Gemmer replied that for commercial uses adjacent to residential it would require a 10-foot wide L2 landscape buffer (a semi-opaque screen).

Chair Leifer commented that he thinks the property should be used for its highest and best use which he feels is General Commercial. He is concerned that they can't agree on something with the applicant agreeing to trim down the possible land uses.

Ms. Gemmer said it would be a more appropriate to use the available alternative rezone process. Ultimately it is the Planning Commission's decision, but staff is concerned about the risk to the City.

Vice Chair Whitaker asked if a project action would help prove to staff and maybe the Commission that a rezone is necessary. Ms. Gemmer agreed that more information would be beneficial.

Commissioner Jordan said he thinks 169th makes a great buffer to move this to General Commercial and makes the property more desirable. They keep talking about road extensions, but somebody needs to pay for that. A residential builder doesn't generally have the resources to build those roads.

Commissioner Michal said she is hearing from both sides that they would like more certainty. Looking at the permitted uses document they were provided, there are probably several things still on there that you wouldn't want near a residential community. She understands why staff has made the recommendation they have and she supports that.

Commissioner Kemp commented that General Commercial looks like it could fit in there, but he would be more comfortable with a planned action.

Commissioner Zhu asked if it was possible for staff to bring a detailed list of concerns that they could talk over with the applicant. Director Miller explained it would be hard to quantify all the different uses and impacts. They have general figures but it depends on the actual use. That is actually one of the major reasons staff is requesting denial.

Commissioner Andes said he didn't feel comfortable making a decision right now.

Commissioner Jordan asked Mr. McCourt if he thought if it would make the properties to the north more valuable if this was rezoned. Mr. McCourt summarized that it is difficult for everyone because of the unknowns. He agrees that a rezone request in the future with a specific use on the property would be useful but there is no guarantee that that can be done either. If the property were rezoned you could attract a different kind of commercial developer.

Ms. Gemmer proposed that as a potential middle way they could deny the rezone but do a comprehensive map designation that says the property may be rezoned in the future subject to a traffic analysis and subject to the list of uses that were not amenable as a restriction in the developer agreement. This would still provide an ability for a public process and public comment from the neighborhood and also mitigates the key concern she is hearing from the applicant about the risk associated with the comprehensive plan designation and the zone of the property not meshing.

Commissioner Michal thought exploring that option would make sense since the Commission appears to be indecisive and divided on this issue.

Vice Chair Whitaker asked more details about the process proposed by Ms. Gemmer. Ms. Gemmer explained there would be a map amendment with a callout on the comprehensive plan map. There would be a note saying that the property may be rezoned subject to a traffic impact analysis and mitigation measures that demonstrate concurrency and adequate level of service. It would also be subject to the developer agreement that the applicant has expressed they would be amenable to. There would still be a project action route with a rezone considered by the hearing examiner. She thinks this would mitigate a huge amount of concern that has been expressed by the applicant in that there is inconsistency between the Future Land Use Map or comprehensive plan map and the zoning map. It mitigates the City's concern about traffic being properly contemplated, uses being those that are appropriate, and still gives the ability for public process before the hearing examiner.

Director Miller suggested they check in with the applicant to see if that even solves their issue.

Chair Leifer asked the applicant for his opinion. Mr. Toyer explained it's a hard thing to answer just off the cuff. One of the primary concerns is the history of what they have already been through on this site. He is leery to spend a bunch more money on the process with no certainty.

Mr. Mavis reviewed some of the background on this site. He spent \$50,000 on a cottage housing proposal years ago. After many meetings with staff it was subsequently denied by the City Council. He spent money on another traffic study for this hearing, and he isn't guaranteed anything. He would have to spend \$200,000 to design a project for this site. He commented that it is natural to combine this as one big block with General Commercial to the north. He expressed frustration with the process. He thinks their proposal works for everybody and is the highest and best use for the City.

**Motion** to approve the Mavis-Undi Comprehensive Plan Map Amendment and Rezone moved by Commissioner Kemp seconded by Commissioner Jordan.

**VOTE: Motion carried 4 - 3**

**AYES:** Chair Leifer, Commissioner Kemp, Commissioner Zhu, Commissioner Jordan

**NOES:** Commissioner Andes, Vice Chair Whitaker, Commissioner Michal



- **Hearing 2 – KM Capital LLC/51st Avenue Comprehensive Plan Map Amendment and Rezone**

The meeting went into recess from 8:29 to 8:34 p.m.

Director Miller summarized and emphasized the importance of following Roberts Rules of Order with the public hearings.

Staff Presentation:

Principal Planner Gemmer reviewed this item which is a Non-Project Action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18). The property is located at the southeast corner of the intersection of 152nd Street and 51st Avenue. Staff finds that certain of the rezone criteria are met and others are not. Specifically, staff finds that the proposal does not comply with criterion (a) that pertains to demonstrated need for additional zoning as the type proposed. Staff has done additional analysis based on buildable lands and presented to both Planning Commission and City Council that there is adequate capacity for residential growth targets through 2044 with the existing zoning and urban growth boundaries. With respect to criterion (b) they find that whether the property is light industrial or multifamily, an argument could be made that the zoning is compatible with the existing adjacent uses. With respect to criterion (c) staff doesn't feel that there are changes to the circumstances of this specific property that warrant the zoning change. The southern portion of the property was just rezoned to light industrial a couple years ago. If anything, the changes that have transpired would actually undermine the argument that it should be rezoned because most of the land in the Cascade Industrial Center (CIC) is either a developed use or an entitled use. Looking out in terms of capacity for the next 20 years, what they have until the next Comprehensive Plan update is what is within the current boundaries. The UGA expansion and concurrent rezone that was on the docket with the County is not recommended for approval by County staff so it does not appear that there is an opportunity in the near term to offset the loss of the industrial land in the CIC. With respect to criterion (d), pertaining to the property being practically and physically suited for uses allowed in the zone, an argument could be made that the property is suited to light industrial or for multifamily because a lot of the same comprehensive plan criteria could be argued for either use. Staff is recommending denial of the Comprehensive Plan Amendment and Rezone to City Council.

Commissioner Questions for Clarification:

Commissioner Andes asked why they want to change what they worked so hard to get in this area. Ms. Gemmer explained that they don't. Staff's stance has changed on this proposal. The reason staff's position changed, and they are recommending denial of the proposed rezone is they did additional residential capacity analysis and realized there is adequate residential capacity downtown, in Sunnyside, and Lakewood. In addition, they

don't want to see more industrial land lost. Initially, they thought the UGA expansion and rezone to industrial would be approved but that is not the recommendation of County staff so there does not appear to be an opportunity to offset the lost land.

Applicant Presentation:

David Toyer, Toyer Strategic Advisors, land use consultant for the applicant distributed a copy of the PowerPoint presentation. He reviewed history of this site and the need for workforce housing in Marysville. Market changes have happened as that park has been successful. He pointed out that 10.18 acres of the 49 acres of light industrial zoning was previously zoned residential and was not in the original boundary of the CIC (Cascade Industrial Center). It does not affect the amount of "core industrial" zoned lands. It only requires "minor" boundary change to the CIC and does not impact the CIC designation. He reviewed workforce housing and jobs data for the area. He stressed that this rezone is needed to keep the momentum going of what has been started out there. He stressed that there is a demonstrated need for additional zoning as the type proposed. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties. There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification. The property is practically and physically suited for the uses allowed in the proposed zone reclassification. He stressed that this will not affect CIC designation. He reviewed existing and draft policy support.

Vice Chair Whitaker asked about the total amount of industrial land in Snohomish County and how much of that is consumed with the CIC. He has heard it was a long, hard fight. Losing any kind of industrial land may be felt down the road even if it is a very small amount. Mr. Toyer didn't have that number off the top of his head but acknowledged it is an important area for industrial development. He noted that the long, hard fight to get it designated was to be able to qualify for the benefit.

Ms. Gemmer commented that the tremendous pace at which growth has occurred in the CIC has been remarkable. She explained that there are a lot of opportunities for residential to expand, but there are very limited amount of areas outside the UGA that logically lend themselves to industrial. Most future UGA expansion areas would be contiguous to residential. Staff does not want to undermine the City's ability to work towards its goal of having a 1:1 jobs to housing ratio by losing industrial land. She also noted staff hasn't even looked at the impacts of HB 1110 which will expand the housing capacity even more. She appreciates that the City needs workforce housing but it doesn't need to be immediately adjacent to the employment to fit the bill.

Mr. Toyer referred to the comment about not knowing what kind of industrial development might happen. He noted that industries establish criteria for where they want to look. If you don't have the available workforce here, the opportunities that have large workforce needs won't come.

Commissioner Kemp asked how many units they were thinking of putting on this property. Mr. Toyer replied that site planning indicates they could do 768 units in three phases.

Commissioner Michal asked if they would be all rentals. Mr. Toyer replied they would be.

Chair Leifer asked if the conversion of 114 acres added to the initial size of the CIC. Mr. Toyer explained it was part of the 4,019 (combined with Arlington) from the beginning, but it was 75 acres zoned highway commercial with mixed use overlay and 39 acres zoned general commercial with mixed use overlay. He pointed out that they have general commercial zoning inside the CIC and light industrial with a general commercial overlay inside the boundary designation. He stated that Puget Sound Regional Center was concerned about the number of commercial uses that the City allowed, but there are about 130 acres of light industrial with a general commercial overlay and about 40% of that is developed with light industrial buildings. That is trending in the direction they want it to go.

Chair Leifer wanted to know if the conversion of the 114 acres made it so there was more light industrial in the MIC than there would have otherwise been. Mr. Toyer replied that it did. The change took it from 80-81% core light industrial zoned uses to 83-84%. Also, if they consider the fact that the light industrial with general commercial overlay is trending toward light industrial, they are maximizing the use of this area with light industrial. Chair Leifer asked about the 10.1 acres that was rezoned. Mr. Toyer explained it was rezoned to light industrial, but he didn't think the City ever applied for a boundary change to add that to the CIC. It is currently outside of the CIC. Chair Leifer said it seems to him that overall, they gained some industrial property in the CIC. Mr. Toyer concurred and reviewed some of the history in this area.

Commissioner Andes expressed concern about people coming to the property to the east on the other side of the railroad and trying to change everything south of 152nd to R-12. Mr. Toyer commented that is land owned by NorthPoint, and each property has to be looked at on the merits of its proposal. They don't really create precedent on these types of cases. Commissioner Andes asked why they don't wait and develop in the UGA expansion area. Mr. Toyer replied that the UGA expansion area is the only viable area for doing industrial development with rail.

Pat McCourt, NorthPoint/KM Capital, LLC, explained they are struggling with their tenant because of housing. This is consistent with conversations they have had with other prospective tenants. They believe it will be a struggle to build 4.2 million sf without providing some sort of workforce housing (assuming 4,000-6,000 employees at the NorthPoint facility). He discussed sales tax benefits to the City of Marysville and NorthPoint's commitment to provide road improvements on 152nd Street along the property frontage and also on 51st Street. There is a huge benefit to the City. He recommended approval.

Public testimony was opened at 9:52 p.m. Seeing no public comments, the public testimony portion of the public hearing was closed at 9:53 p.m.

**Motion** to close the public testimony portion of the hearing moved by Vice Chair Whitaker, seconded by Commissioner Michal.

**AYES: ALL**

Discussion:

Vice Chair Whitaker asked staff about future apartment projects in the city. Ms. Gemmer reviewed projects in the Lakewood area. Commissioner Whitaker counted about 2,100 units. None of them are constructed yet so it is all pipeline capacity that could potentially come on the market within the next year or two. Planning Manager Holland thought it would probably be about 800 apartments and 1,200 ownership units/townhomes. There are other multifamily developments further to the south end of the city but not adjacent to the CIC.

Chair Leifer commented that it seems like a project that makes sense given the need for workforce housing. Is there anything irrespective of this project that could stop us from doing a General Commercial Overlay on State Avenue? Ms. Gemmer said they don't know; they would need to check with PSRC. When they were getting the centers designation they had to eliminate certain land uses from within the industrial zone. Chair Leifer reiterated the importance of getting that overlay on the zoning maps.

Commissioner Jordan spoke in support for the zoning change to create more housing close to the CIC. He noted that it is coming with a lot of road improvements that will improve the neighborhood.

Commissioner Michal expressed appreciation for the conversation tonight. She stated she was undecided. There are compelling arguments on both sides.

Vice Chair Whitaker spoke to the importance of protecting industrial land for the future. There are a number of housing units already in the pipeline in the area. He was leaning toward not approving the rezone.

Commissioner Andes wasn't sure if people would actually want to live and work in the same area. There is no way of knowing that. He stated he would vote no on the rezone.

Commissioner Zhu agreed that there were compelling reasons on both sides. He's sees the benefit of adding more rental units near the industrial center to ease the traffic and improve the road conditions. He understands there are a lot of housing units in the pipeline. He said he was leaning toward approving the rezone proposal.

Commissioner Andes clarified that the roads would be improved whether it is rezoned or not.

Commissioner Kemp said that people living in the CIC wouldn't necessarily be working in the CIC. He was not in favor of the rezone because of the importance of protecting industrial land.

Commissioner Michal said the argument to keep the industrial land made the most sense to her given the housing they have in the pipeline.

Chair Leifer said he would support the rezone.

**Motion** to deny the KM Capital LLC/51st Avenue Comprehensive Plan Map Amendment and Rezone moved by Vice Chair Whitaker seconded by Commissioner Kemp.

**VOTE: Motion carried 4 - 3**

**AYES:** Commissioner Kemp, Commissioner Andes, Vice Chair Whitaker, Commissioner Michal

**NOES:** Chair Leifer, Commissioner Zhu, Commissioner Jordan

The meeting recessed from 10:26 until 10:30 p.m. The meeting reconvened at 10:30 p.m.

- **Hearing 3 – Downtown Master Plan (DMP) and MMC Chapter 22C.080, Downtown Master Plan Area – Design Requirements Amendments**

Staff Presentation:

Principal Planner Gemmer reviewed the proposed amendments to the Downtown Master Plan which were reviewed in depth at the last meeting. The most important changes are the expansion of the Downtown Master Plan Area, the rezone of a portion of the Riverwalk project (about 3.5 acres), some parking flexibility added to the Main Street zone, a reduction of residential density requirements in certain multifamily zones, and addition of minimum density expectations in lower density multifamily zones. Staff is recommending approval of the amendments.

Public Testimony:

Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, WA, requested a brief overview of what has been proposed for the benefit of the members of the public who haven't heard it before.

Principal Planner Gemmer explained that one of the main changes is to expand the Downtown Master Plan boundaries by about 3.5 acres and to rezone a portion of the Riverwalk site from light industrial to downtown core to facilitate the project that the City has an assemblage of for the sports complex and associated companion uses. There are various density and dimensional changes. There was a minimum density in certain of the zones. They are lowering that to 20 units per acre. They are also proposing to add a minimum density in the multifamily zones to help facilitate development. There are various changes to reconcile discrepancies between the Downtown Master Plan

and the code. There is also an expansion of parking flexibility allowed for the Main Street zone for buildings under 10,000 sf. There is also a provision to weave a townhouse minimum open space requirement in code which is more flexible than what would apply broadly throughout the community but would be comparable to what is required in the multifamily zone already.

Mr. McCourt asked why they were supporting rezoning of light industrial to multifamily in the downtown area and not in their proposal in the CIC where the workforce is. Ms. Gemmer replied that the argument made on the prior hearing was that 1% loss of industrial land had a nominal or negligible impact upon the capacity of employment within the CIC. Here, the portion of the property that is slated for the minor rezone is an area the City has long had an assemblage of properties that they would like to facilitate development of. To smooth the development of the property it makes more sense to zone it all the same. The corner of the property that is specifically the subject of the rezone has no capacity in terms of either commercial or industrial to her knowledge. She thought a stormwater facility was proposed for that tiny corner.

**Motion** to close public testimony at 10:39 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Andes.

**AYES: ALL**

**Motion** to approve staff's recommendation to recommend approval of the Downtown Master Plan (DMP) and MMC Chapter 22C.080, Downtown Master Plan Area – Design Requirements Amendments to City Council moved by Commissioner Kemp seconded by Vice Chair Whitaker.

**AYES: ALL**

### **DIRECTOR'S COMMENTS**

Director Miller thanked everyone for the long meeting and complicated hearings. She stated they would go over Roberts Rules for the future.

### **ADJOURNMENT**

**Motion** to adjourn the meeting at 10:41 p.m. moved by Vice Chair Whitaker seconded by Commissioner Michal.

**AYES: ALL**

NEXT MEETING – October 24, 2023



*Minutes approved by Haylie Miller, CD Director*



September 27, 2023

Planning Commission  
Attn: Angela Gemmer, Principal Planner  
City of Marysville  
501 Delta Avenue  
Marysville, WA 98270

## MAVIS-UNDI REDESIGNATION & REZONE

Dear Commissioners,

Our firm is assisting the Applicants for the Mavis-Undi redesignation and rezone, and we respectfully request you recommend approval of the proposed redesignation and rezone to General Commercial from R12.

### **This Proposal Encourages Planned Commercial Development**

Commercial developers interested in the two larger General Commercial properties immediately to the north of the Applicants' parcels have expressed interest in acquiring Applicants' parcels and including them in a future commercial development. However, commercial developers have shied away from Applicants' parcels because they require a rezone.

Unfortunately, Staff has intimated they do not support Applicants' proposed redesignation and rezone, preferring that the Applicants 'wait and see' whether a larger commercial development project is proposed before then seeking an Alternative Rezone under MMC 22G.010.440, a code provision that allows sites under 10 acres to be rezoned without a concurrent comprehensive plan amendment.

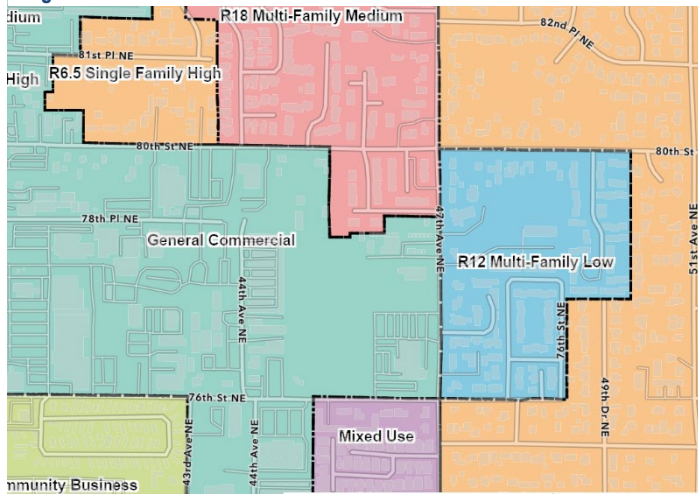
Here are reasons why this 'wait and see' strategy is problematic:

1. Should a larger commercial development want to include Applicants' parcels within a future commercial development proposal, they could use the 'Alternative Rezone' allowance in MMC 22G.010.440(2) to propose a rezone (without concurrent comprehensive plan amendment). However, based on the rules for consolidated permit review in RCW 36.70B.120 and 22G.010.020(1), this would change the project's approval process from an administrative decision to one requiring a decision by the Hearing Examiner – a change that would lengthen the entitlement process and create a greater layer of uncertainty which many commercial developers do not want.
2. Larger commercial projects rely on institutional financing and must go through underwriting. It has been our firms' experience that dependence on a rezone can change underwriting. Specifically, some underwriters are likely to view the rezone permitted by MMC 22G.010.440(2) as having a higher entitlement risk and even if the rezone were approved, it would concern underwriters that the zoning would ultimately still be inconsistent with the underlying land use designation.
3. If the Applicants' parcels remain R12 and are not included in the future commercial development project to the north, the Applicants would still have to pursue a more costly and time-consuming process on their own to achieve the General Commercial rezone under MMC 22G.010.440(2), which would require preparing a full development application.
4. And, if Applicants' current proposal is not considered now, the Applicants would be unable to submit a docket application in 2024 (*as the City is already underway with their 2024 Comprehensive Plan Update*) and once the 2024 Comprehensive Plan Update is approved, it would be more difficult for the Applicants and/or future commercial developers to justify a rezone under MMC 22G.010.440 because the comprehensive plan will have just been adopted.

### **The Proposed Zoning Supports an Equivalent Transition**

Staff and the neighborhood to the south note that the existing multi-family zone may provide a better transition between future commercial development to the north and the residential neighborhood across 169<sup>th</sup> PI to the south. As a generalized planning statement this may be true in part, but the existing neighborhood and Applicants' parcels are currently separated by a street which is typically viewed as being an ideal location for the edge of a zoning district or neighborhood due to the break in land uses, typical frontage improvements (like street trees, etc.), and requirements for landscaping, setbacks, etc.

Image 1



For example, the city currently has at least two other areas where the General Commercial zone abuts the R12 zone – both of which rely on streets as a transition between zones.

The first (image 1), is an area between 80<sup>th</sup> Street (north) and 70<sup>th</sup> Street (south) that borders the R12 zone with 47<sup>th</sup> Avenue serving as the transition.

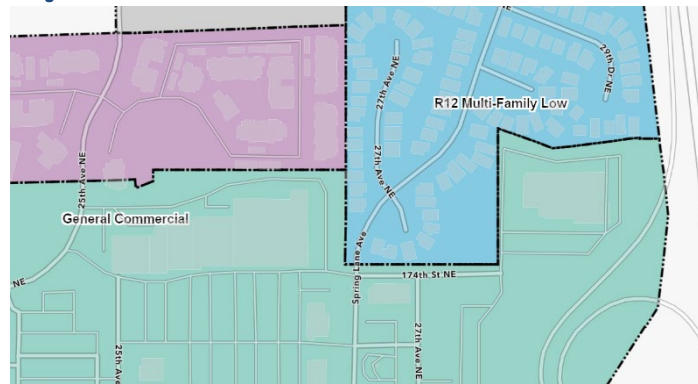
The second (image 2), is an area north of Applicants’ proposed rezone where the R12 zone is surrounded by General Commercial, including Dicks, a strip mall, and an Everett Clinic.

Looking at the density and dimensional standards for both the R12 and General Commercial zones also shows that it is possible to have an equal or better transition achieved.

Specifically, while the General Commercial zone would allow for a reduced setback from the street, it would impose the same base height allowance and Type L-3 (semi-opaque) landscape buffer.

Lastly, the rezone to General Commercial would keep open the potential that multi-family development (in the form residential over ground floor commercial) could still happen along 169<sup>th</sup> Place.

Image 2



**Concerns About Future Use Can Be Addressed**

Staff and the neighborhood to the south have expressed concern that the proposed redesignation and rezone to General Commercial would allow for uses that may not be compatible with the neighborhood.

The Applicants have offered and agreed to enter into a development agreement with the city that would restrict future uses on the parcel to ensure compatibility. However, the staff has indicated that they believe the city should not approve developer agreements and/or contract rezones for fear that such conditions may be imposed but development may not occur.

The Applicants acknowledge the city’s concern but believe that the use of such an agreement and/or contract rezone in this circumstance has merit because it can help the city attract a larger commercial project with a plan to develop the entire area, yielding a better outcome than piecemealed development that could occur on these smaller parcels.

**Conclusion**

The Applicants’ proposal is intended to ensure the parcels in question are part of a larger, well-planned commercial development at the corner of 172<sup>nd</sup> Street and 27<sup>th</sup> Avenue. The proposed redesignation and rezone are necessary to create the conditions precedent to such an action and MMC 22G.010.440(2) does not incentivize including the subject parcels within a larger commercial development.

The Applicants respectfully request Planning Commission **RECOMMEND APPROVAL** of the redesignation and rezone to General Commercial with findings that a final approval of the rezone be tied to recordation of a development agreement or other restriction on future development addressing less compatible uses located along 169<sup>th</sup> Pl adjacent to the residential development to the south.

We trust this additional information is helpful as the city analyzes the proposal.

Thank you,

David Toyer  
President



# MAVIS-UNDI REZONE

## APPLICANT SUGGESTED ALTERNATIVE FINDINGS & CONCLUSIONS

1. Kevin Mavis and Shale Undi, applicants, are proposing a NON-PROJECT action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC).
2. The proposed rezone area is located at the northwest corner of 169<sup>th</sup> Place NE and 27<sup>th</sup> Avenue NE. The rezone area has site addresses of 2517 and 2621 169<sup>th</sup> Place NE, and 16924 27<sup>th</sup> Avenue NE, and is identified by Assessor's Parcel Numbers (APNs) 31052900200700, 31052900202000 and 31052900202100.
3. A critical areas report or reconnaissance has not been prepared for the property. The City's maps currently show the nearest critical area as approximately 600 feet to the west. Future project actions will required critical areas review, as necessary. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.
4. Access to the NON-PROJECT action rezone area is anticipated to be provided via 169<sup>th</sup> Place NE and may be allowed on 27<sup>th</sup> Avenue NE; however, due to queuing challenges, access on 27<sup>th</sup> Avenue NE will be very closely evaluated with any future project action.
5. The proposed NON-PROJECT action rezone is **not** consistent with all of the pertinent development goals and policies outlined in the Marysville Comprehensive Plan including the General Commercial locational criteria and siting standards.
6. The proposed NON-PROJECT action rezone ~~does not comply~~ complies with all of the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*, which includes but is not limited to the following:
  - Satisfying criterion (a) by demonstrating that the lack of development of the Applicant's property is directly related to the size of the property and the fact it should logically be part of a larger commercial development to the west.
  - Satisfying criterion (b) by demonstrating consistent and compatible with uses and zoning of the surrounding properties as the proposed rezone would provide as 169<sup>th</sup> Place would provide an appropriate transition between this and the adjacent zone as has been demonstrated in other areas of the cities zoning.
  - Satisfying criterion (c) by demonstrating that changes in the circumstances of the property and the surrounding properties warrant a change in classification, as the three parcels in question are unquestionably better suited to be developed as part of a large commercial development with the parcels to the north than developed in a piecemeal fashion as small residential projects.
  - Satisfying criterion (d) by demonstrating the property is practically and physically suited for the uses allowed in the proposed zone reclassification, as the property is similar to other such zoning configurations within the city and the redesignation and rezone would support most efficient planning of a larger commercial areas for purposes of traffic flow, etc.
7. As of the date of this report, one citizen provided written comments expressing concerns regarding the proposed NON-PROJECT action rezone.
8. The proposed NON-PROJECT action rezone will **not** make appropriate provisions for the public use and interest, health, safety and general welfare.
9. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 18**). The appeal period expired August 10, 2023; no appeals were filed.
10. A duly advertised public hearing has been scheduled before the Planning Commission on Tuesday, October 10, 2023 at 6:30 pm in City Hall Council Chambers to consider the NON-PROJECT action rezone request.

## 22C.020.060 Permitted uses.

Specific Land Use	GC
<b>Dwelling Units, Types:</b>	
Townhouse	
Multiple-family	P4, C5
Manufactured home	P7
Mobile home	P7
Recreational vehicle	P7
Tiny house or tiny house on wheels	P7
Senior citizen assisted	
Caretaker's quarters (3)	P
<b>Group Residences:</b>	
Adult family home (70)	P
Convalescent, nursing, retirement	
Residential care facility	
Master planned senior community (10)	
Enhanced services facility (77)	P
Transitional housing facilities (79)	P
Permanent supportive housing (79)	P
Emergency housing (80)	P, C
Emergency shelters – Indoor (80)	P, C
<b>Accessory Uses:</b>	
Home occupation (2)	P8, P9
<b>Temporary Lodging:</b>	
Hotel/motel	P
Bed and breakfast guesthouse (1)	
Bed and breakfast inn (1)	P
Park	P
Marina	

Specific Land Use	GC
Dock and boathouse, private, noncommercial	
Boat launch, commercial or public	
Boat launch, noncommercial or private	
Community center	P
<b>Amusement/Entertainment:</b>	
Theater	P
Theater, drive-in	C
Amusement and recreation services	P18
Sports club	P
Golf facility (13)	P
Shooting range (14)	P15
Outdoor performance center	C
Riding academy	
<b>Cultural:</b>	
Library, museum and art gallery	P
Church, synagogue and temple	P
Dancing, music and art center	P
<b>Personal Services:</b>	
General personal service	P
Dry cleaning plant	
Dry cleaning pick-up station and retail service	P
<del>Funeral home/crematory</del>	<del>P</del>
<del>Cemetery, columbarium or mausoleum</del>	<del>P24, C20</del>
Day care I	P70
Day care II	P
Veterinary clinic	P
<del>Automotive repair and service</del>	<del>P</del>
Electric vehicle (EV) charging station (64)	P
EV rapid charging station (65), (66)	P
EV battery exchange station	P
Miscellaneous repair	P

Specific Land Use	GC
Social services	P
Kennel, commercial and exhibitor/breeding (71)	P
Pet daycare (71), (72)	P
Civic, social and fraternal association	P
Club (community, country, yacht, etc.)	
<b>Health Services:</b>	
Medical/dental clinic	P
Hospital	P
Miscellaneous health	P68
Supervised drug consumption facility	
<b>Education Services:</b>	
Elementary, middle/junior high, and senior high (including public, private and parochial)	C
Commercial school	
School district support facility	P
Vocational school	P
<b>Government Services:</b>	
Public agency office	P
Public utility yard	P
Public safety facilities, including police and fire	P
Utility facility	P
Private storm water management facility	P
Public storm water management facility	P
<b>Business Services:</b>	
Contractors' office and storage yard	P30
Interim recycling facility	P23
Taxi stands	P
Trucking and courier service	P31
Warehousing and wholesale trade	P
Mini-storage (36)	C78
Freight and cargo service	P
Cold storage warehousing	


Specific Land Use	GC
General business service and office	P
Commercial vehicle storage	
Professional office	P
<del>Miscellaneous equipment rental</del>	<del>C38</del>
<del>Automotive rental and leasing</del>	<del>P</del>
Automotive parking	P
Research, development and testing	P
Heavy equipment and truck repair	
<del>Automobile holding yard</del>	<del>C</del>
Commercial/industrial accessory uses (73)	P39
Adult facility	
Factory-built commercial building (35)	P
Wireless communication facility (32)	P, C
Marijuana cooperative (69)	
Marijuana processing facility – Indoor only (69)	
Marijuana production facility – Indoor only (69)	
Marijuana retail facility (69)	
Building, hardware and garden materials	P
<del>Forest products sales</del>	<del>P</del>
Department and variety stores	P
Food stores	P
<del>Agricultural crop sales</del>	<del>P</del>
Storage/retail sales, livestock feed	
<del>Motor vehicle and boat dealers</del>	<del>P</del>
<del>Motorcycle dealers</del>	<del>P</del>
<del>Gasoline service stations</del>	<del>P</del>
Eating and drinking places	P
Drugstores	P
Liquor stores	P
Used goods: antiques/secondhand shops	P
Sporting goods and related stores	P
Book, stationery, video and art supply stores	P

Specific Land Use	GC
Jewelry stores	P
Hobby, toy, game shops	P
Photographic and electronic shops	P
Fabric and craft shops	P
<del>Fuel dealers</del>	<del>P43</del>
Florist shops	P
Pet shops	P
<del>Tire stores</del>	<del>P</del>
<del>Bulk retail</del>	<del>P</del>
<del>Auction houses</del>	<del>P42</del>
Truck and heavy equipment dealers	
<del>Mobile home and RV dealers</del>	€
Retail stores similar to those otherwise named on this list	P
Automobile wrecking yards	
Food and kindred products	P50
Winery/brewery	P
Textile mill products	
Apparel and other textile products	C
Wood products, except furniture	P
Furniture and fixtures	P
Paper and allied products	
Printing and publishing	P
Chemicals and allied products	
Petroleum refining and related industries	
Rubber and misc. plastics products	
Leather and leather goods	
Stone, clay, glass and concrete products	
Primary metal industries	
<del>Fabricated metal products</del>	€
Industrial and commercial machinery	
Heavy machinery and equipment	

Specific Land Use	GC
Computer and office equipment	€
Electronic and other electric equipment	€
Railroad equipment	-
Miscellaneous light manufacturing	P54, 74
Motor vehicle and bicycle manufacturing	
Aircraft, ship and boat building	
Tire retreading	
Movie production/distribution	P
<b>Agriculture:</b>	
Growing and harvesting crops	
Raising livestock and small animals	
Greenhouse or nursery, wholesale and retail	P
Farm product processing	
<b>Forestry:</b>	
Growing and harvesting forest products	
Forest research	
Wood waste recycling and storage	
<b>Fish and Wildlife Management:</b>	
Hatchery/fish preserve (55)	
Aquaculture (55)	
Wildlife shelters	
<b>Mineral:</b>	
Processing of minerals	
Asphalt paving mixtures and block	
Jail	€
Regional storm water management facility	€
Public agency animal control facility	€
Public agency training facility	€56
Nonhydroelectric generation facility	€
Energy resource recovery facility	
Soil recycling/incineration facility	

Specific Land Use	GC
Solid waste recycling	
Transfer station	
Wastewater treatment facility	
<del>Transit bus base</del>	€
Transit park and pool lot	P
Transit park and ride lot	P
<del>School bus base</del>	€
<del>Racetrack</del>	€
<del>Fairground</del>	-
<del>Zoo/wildlife exhibit</del>	€
<del>Stadium/arena</del>	€
College/university	P
Secure community transition facility	
<del>Opiate substitution treatment program facilities</del>	<del>P61, 62</del>

## 22C.020.070 Permitted uses – Development conditions.

 SHARE

- (1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.
- (2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.
- (3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker’s quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled “Temporary Uses.”
- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Reserved.



(7) Manufactured homes, mobile homes, recreational vehicles, and tiny houses with wheels are only allowed in existing mobile/manufactured home parks.

(8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(9) Permitted in a legal nonconforming or conforming residential structure.

(10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(11) The following conditions and limitations shall apply, where appropriate:

(a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;

(b) Lighting for structures and fields shall be directed away from residential areas; and

(c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(12) Reserved.

(13) Golf Facility.

(a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(b) Restaurants are permitted as an accessory use to a golf course.

(14) Shooting Range.

(a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;

(b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and

(c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

- (a) The height of any covered overwater structure shall not exceed 20 feet as measured from the line of ordinary high water;
- (b) The total roof area of covered, overwater structures shall not exceed 1,000 square feet;
- (c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;
- (d) No overwater structure shall extend beyond the average length of all preexisting overwater structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such preexisting structures exist within 300 feet, the pier length shall not exceed 50 feet;
- (e) Structures permitted hereunder shall not be used as a dwelling; and
- (f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.

(17) Boat Launch, Noncommercial or Private.

- (a) The city may regulate, among other factors, required launching depth, and length of docks and piers;
- (b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and
- (c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which they are located.

(18) Excluding racetrack operation.

(19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.

(20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

- (21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of “Accessory use, commercial/industrial.”
- (22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).
- (23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
  - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).
- (33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.
- (34) Reserved.

(35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:

(a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and

(b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.

(36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

(39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.

(40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.

(41) Excluding drinking places such as taverns and bars and adult entertainment facilities.

(42) Excluding vehicle and livestock auctions.

(43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.

(44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.

(45) Limited to 5,000 square feet or less.

(46) Eating and Drinking Places.

(a) Limited to 4,000 square feet or less.

(b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.

(c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.

(47) Limited to hardware and garden supply stores.

(48) Limited to convenience retail, such as video, and personal and household items.

(49) Reserved.

(50) Except slaughterhouses.

(51) Limited to photocopying and printing services offered to the general public.

(52) Limited to less than 10 employees.

(53) In conjunction with an eating and drinking establishment.

(54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.

(55) May be further subject to the provisions of city of Marysville shoreline management program.

(56) Except weapons armories and outdoor shooting ranges.

(57) Except outdoor shooting ranges.

(58) Only in conjunction with an existing or proposed school.

(59) Except racing of motorized vehicles.

(60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.

(61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.

(62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:

(a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child care facility, or actual place of regular worship established prior to the proposed treatment facility.

(b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.

(c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.

(63) Permitted uses include Whiskey Ridge zones.

(64) Level 1 and Level 2 charging only.

(65) The term "rapid" is used interchangeably with Level 3 and fast charging.

(66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).

(67) Rapid (Level 3) charging stations are required to be placed within a parking garage.

(68) Excepting "marijuana (cannabis) dispensaries," "marijuana (cannabis) collective gardens," and "marijuana cooperatives" as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.

(69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

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

(71) Subject to the requirements set forth in MMC [10.04.460](#).

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

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

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

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

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

(77) Enhanced services facilities (ESFs) are permitted when the building is located within the area depicted in MMC [22C.280.050](#), Figure 1. In the GC and CB zones, ESFs shall be located in a building in which the ESF is located above a permitted ground floor commercial use. See Chapter [22C.280](#) MMC for enhanced services facility regulations.

(78) Mini-storage facilities may be allowed in the CB and GC zones as a conditional use on property located east of Interstate 5, north of 100th Street, and west of 47th Avenue NE, subject to the following conditions:

- (a) The property does not have direct frontage on an arterial street.
- (b) Vehicular access to the property is limited by physical constraints, such as railroad tracks, proximity to congested public street intersections where turning movements are restricted, or other physical barriers that limit convenient vehicular access for higher-traffic-generating uses such as retail or office.
- (c) Buildings shall be located a minimum of 150 feet from the nearest arterial street or interstate highway right-of-way.

(79) An operations plan, to mitigate potential impacts on the surrounding community, must be provided by the sponsor and/or property owner at the time of application. The operations plan must address the following elements to the satisfaction of the city:

- (a) Name and contact information for key staff;
- (b) Roles and responsibilities of key staff;
- (c) Site/facility management, including a security and emergency plan;
- (d) Site/facility maintenance;

(e) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;

(f) Provision of human and social services, including staffing plan and outcome measures;

(g) Outreach with surrounding property owners and residents and ongoing good neighbor policy;

(h) Procedures for maintaining accurate and complete records; and

(i) Additional information as requested by the community development director to ensure current best practices for permanent supportive housing and transitional housing facilities are used.

(80) All facilities are subject to the regulations set forth in Chapter [22C.290](#) MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit.

(81) Permitted uses for properties zoned light industrial with a general commercial overlay include uses allowed in the light industrial and general commercial zones. (Ord. 3243 § 6 (Exh. C), 2022; Ord. 3205 § 6, 2022; Ord. 3196 § 3 (Exh. A), 2021; Ord. 3193 § 15, 2021; Ord. 3180 § 2 (Exh. A), 2021; Ord. 3164 § 7, 2020; Ord. 3159 § 4, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 2, 2018; Ord. 3054 § 13, 2017; Ord. 3022 § 10, 2016; Ord. 2985 § 6, 2015; Ord. 2981 § 2, 2015; Ord. 2979 § 4, 2014; Ord. 2959 § 8, 2014; Ord. 2932 § 4, 2013; Ord. 2898 § 10, 2012; Ord. 2852 § 10 (Exh. A), 2011).



# MAVIS-UNDI REZONE



**TOYER STRATEGIC ADVISORS, INC.**

174TH ST

174TH ST

23RD AVE

SPRING LANE

173RD PL NE



UNDI UNDI

171ST PL

PRIVATE

MAVIS-UNDI  
R12 TO GC

MAVIS UNDI  
UNDI

169TH PL

169TH ST

168TH PL

PRIVATE

27TH AVE

168TH PL

PRIV

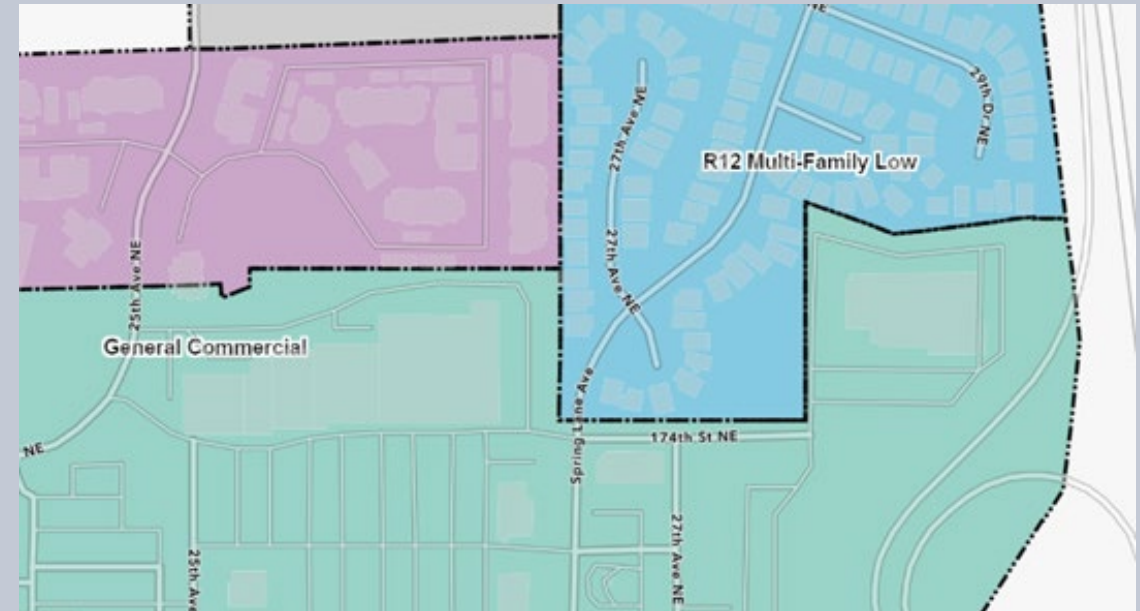
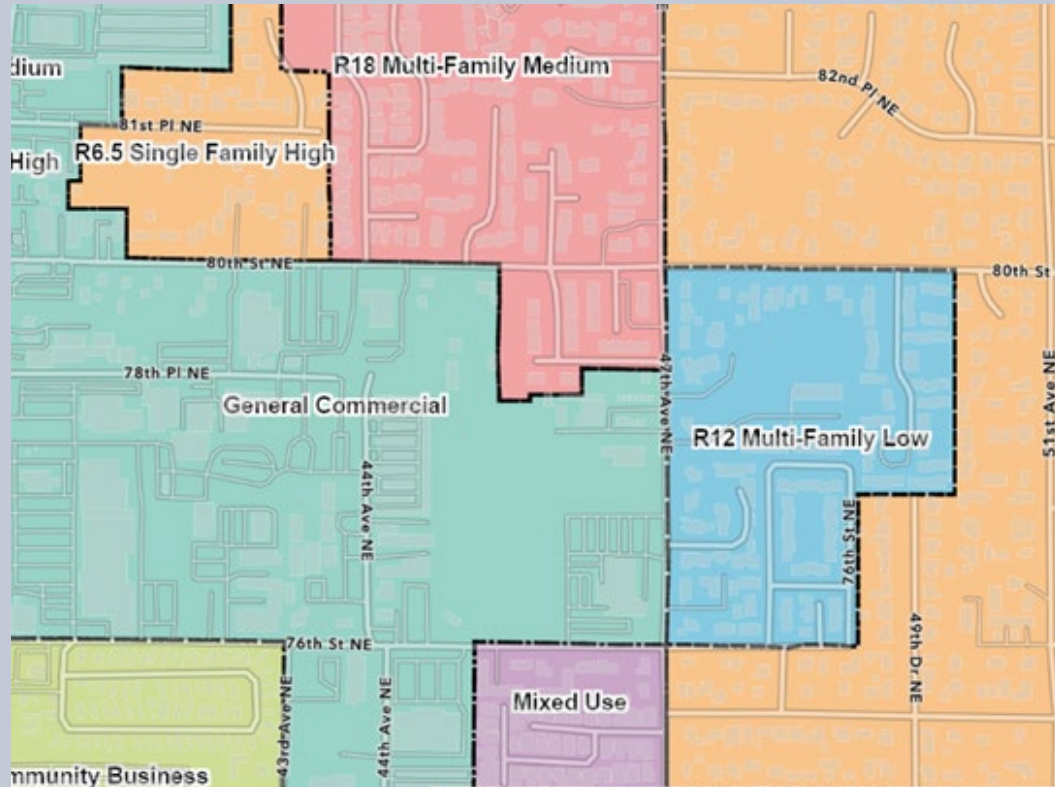


# MAVIS-UNDI REZONE PROPOSAL

- Approximately 2.64 acres
- Existing R12 designation & zoning, [proposed for General Commercial \(GC\)](#)
- Staff and neighbors to the south not supportive based on:
  - A limited number of uses within the GC zone (like auto repair)
  - Concern about “stranding” a rezone”
  - Prefer use of “alternative” rezone under MMC 22G.010.440 when use known
  - ‘Transitions”
- “Alternative” rezone is allowed under MMC 22G.010.440 for sites less than 10 acres, but this has two problems:
  - It only changes zoning, not land use designation – makes institutional capital nervous
  - Changes approval process from administrative approval to hearing examiner hearing (longer, more complex process)
  - If development weren’t part of larger project, it would create more risk for a small project based on rezone criteria
- GC zoning wouldn’t impact ‘transition’ as it has denser landscape buffer (Type L3 vs. L2), would prevent against piecemeal development, still would allow for potential multifamily use on perimeter
- Applicants have agreed to enter into a development agreement or contract rezone
- Applicants want the rezone so they can be part of larger, well planned commercial project

# MAVIS-UNDI REZONE PROPOSAL

Area is north of Applicants' proposed rezone where the R12 zone is surrounded by General Commercial, including Dicks, a strip mall, and an Everett Clinic.



80<sup>th</sup> Street (north) and 70<sup>th</sup> Street (south) that borders the R12 zone with 47<sup>th</sup> Avenue serving as the transition

# Meets Rezone Criteria (MMC 22G.10.440)

(a) There is a demonstrated need for additional zoning as the type proposed

*Staff states: It is unclear if there is a need for the additional zoning, so compliance with criteria (a) has not been demonstrated.*

## Applicant disagrees and contends that:

- The three parcels in question are small and not market viable as infill housing. They would be best combined with a larger commercial development, which could choose to place residential over commercial uses (for example).
- The area has predominantly developed as large-format commercial development.



# Meets Rezone Criteria (MMC 22G.10.440)

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

*Staff states: With the limited information available to staff, it is not clear if the proposal complies with criteria (b).*

## Applicant disagrees and adds:

- There are several examples where this R12 zone is adjacent to the GC zone and separated by a roadway like 169<sup>th</sup> Pl.



# Meets Rezone Criteria (MMC 22G.10.440)

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

Staff *agrees the proposal meets criteria (c) in part.*

## Applicant concurs but argues it meets the criteria in full:

- The Applicants have tried on several occasions to get potential developers to purchase these parcels for development, including a GC uses, but there has not been interest in developing these parcels as residential and/or pursuing a rezone with a site plan approval.



# Meets Rezone Criteria (MMC 22G.10.440)

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

Staff *agrees* the the proposal meets criteria (d) in part.

## Applicant concurs and adds:

- The entire block is best suited for commercial development, especially given the likely future internal and exterior road layouts.
- Fundamentally, it would be better for the long-term design and development of this area to have a singular project vs. piecemeal development.





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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE MARYSVILLE GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, THE CITY'S OFFICIAL ZONING MAP, ORDINANCE NO. 3000, AS PREVIOUSLY AMENDED; AND APPROVING THE 2023 CITY-INITIATED COMPREHENSIVE PLAN AMENDMENT REQUEST KNOWN AS THE MAVIS-UNDI REZONE, WHICH AMENDS THE COMPREHENSIVE PLAN'S LAND USE MAP DESIGNATION FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF INTERSECTION OF 169<sup>TH</sup> PLACE NE AND 27<sup>TH</sup> AVENUE NE, AND REZONES SAID PROPERTY FROM MULTI-FAMILY, LOW DENSITY (R-12) TO GENERAL COMMERCIAL (GC), PURSUANT TO THE CITY'S ANNUAL COMPREHENSIVE PLAN AMENDMENT AND UPDATE PROCESS.**

**WHEREAS**, on September 15, 2015 the Marysville City Council adopted Ordinance No. 3000 adopting an updated Growth Management Comprehensive Plan ("Comprehensive Plan") for the City of Marysville; and

**WHEREAS**, the Growth Management Act allows jurisdictions to amend comprehensive plans once a year, except in those situations enumerated in RCW 36.70A.130(2)(a); and

**WHEREAS**, on January 27, 1997 the Marysville City Council adopted Resolution No. 1839, providing for procedures for annual amendment and update of the City's Comprehensive Plan; and

**WHEREAS**, on May 27, 2002 the Marysville City Council adopted Ordinance No. 2406, adding former Chapter 18.10 to the Marysville Municipal Code (MMC) "Procedures for Legislative Actions" which established procedures for processing and review of legislative actions relating to amendments or revision to the Comprehensive Plan and development regulations (which Chapter has since been recodified as Chapter 22G.020 MMC); and

**WHEREAS**, the 2023 Comprehensive Plan amendments include a Citizen Initiated Amendment Request known as the Mavis-Undi Rezone which proposes to revise the Comprehensive Plan's Land Use Map designation for property depicted in the attached **Exhibit A**, which is located at the northwest corner of the intersection of 169<sup>th</sup> Place NE and 27<sup>th</sup> Avenue NE (hereafter referred to as the "Proposed Rezone Area"), and to rezone said property from Multi-family, Low Density (R-12) to General Commercial (GC); and

**WHEREAS**, the property owner desires to rezone from Multi-family, Low Density (R-12) to General Commercial (GC) given that future use of the property would like be commercial in nature given the adjacent GC zoning to the north; and

**WHEREAS**, the City, in reviewing and amending its Comprehensive Plan and 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**, on July 27, 2023 the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) which addressed the environmental impacts of the Citizen Initiated Amendment Request, Mavis-Undi Rezone, a non-project action proposal; and

**WHEREAS**, on February 9, 2023 the City submitted the proposed 2023 Comprehensive Plan Land Use Map and Official Zoning map amendment (Material ID No. 2023-S-4781) to the State of Washington Department of Commerce for 60-day review in accordance with RCW 36.70A.106; and

**WHEREAS**, the Marysville Planning Commission, after review of the proposed 2023 Comprehensive Plan Land Use Map and Official Zoning Map amendment, held public workshops on April 25 and May 23, 2023, and held a duly-advertised public hearing on October 10, 2023, and received testimony from staff and other interested parties; and

**WHEREAS**, the Planning Commission prepared and provided its written recommendation that the proposed amendments be approved by the Marysville City Council; 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 Comprehensive Plan and development code (MMC Title 22); and

**WHEREAS**, on November 13, 2023 the Marysville City Council reviewed the Planning Commission's recommendation related to the proposed 2023 Comprehensive Plan Land Use Map and Official Zoning Map amendments;

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

**Section 1. City Council Findings on Comprehensive Plan Amendment.** With respect to the 2023 Citizen Initiated Amendment Request, Mavis-Undi Rezone, the City Council finds as follows:

- (1) The 2023 Citizen Initiated Amendment Request, Mavis-Undi Rezone, is consistent with the City's Comprehensive Plan and Unified Development Code;
- (2) The 2023 Citizen Initiated Amendment Request, Mavis-Undi Rezone, is consistent with the State Growth Management Act and the State Environmental Policy Act;
- (3) There is a demonstrated need for additional zoning as the type proposed;
- (4) The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties;
- (5) There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification; and
- (6) The property is practically and physically suited for the uses allowed in the proposed zone reclassification.

**Section 2. Amendment of Comprehensive Plan Maps.** The City Council amends the Marysville Growth Management Comprehensive Plan and Ordinance No. 3000, as previously amended, by adopting the 2023 Citizen Initiated Amendment Request, Mavis-Undi Rezone, which amends the land use designation for the properties depicted in the attached and incorporated **Exhibit A**, which is located at the northwest corner of the intersection of 169<sup>th</sup> Place NE and 27<sup>th</sup> Avenue NE (hereafter referred to as the "Proposed Rezone Area"), and to rezone said property from Multi-family, Low Density (R-12) to General Commercial

(GC), and authorize staff to amend Figures 4-2 and 4-64 of the Land Use Element. This amendment shall be included with the Comprehensive Plan filed in the office of the City Clerk and shall be available for public inspection.

**Section 3. Amendment of Official Zoning Map.** The City Council hereby amends the City’s Official Zoning Map, Ordinance No. 3000, as previously amended, and the City’s Unified Development Code MMC Title 22, by adopting the 2023 Citizen Initiated Amendment Request, Mavis-Undi Rezone, which rezones the Proposed Rezone Area from Multi-family, Low Density (R-12) to General Commercial (GC). This amendment shall be attested by the signature of the Mayor and City Clerk, with the seal of the municipality affixed, shall be include with the Official Zoning Map on file in the office of the City Clerk, and shall be available for public inspection.

**Section 4. 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 5. 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 6. 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

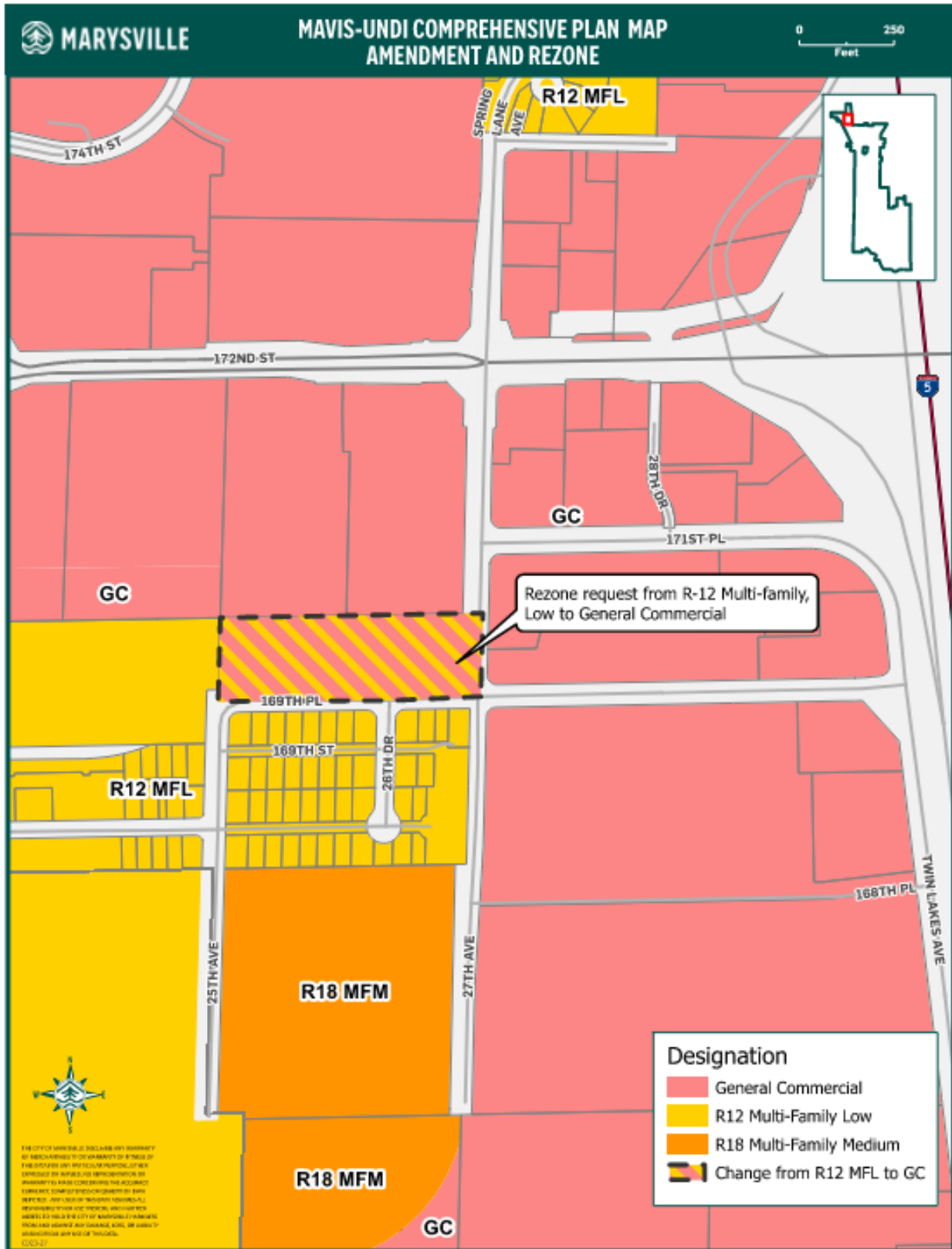
Approved as to form:

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

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

# Exhibit A





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Discussion Item

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

**SUBJECT:** KM Capital/51st Avenue Rezone Request

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to affirm the Planning Commission's Recommendation on the KM Capital/51st Avenue Rezone request.

**SUMMARY:** As part of the 2023 Comprehensive Plan Amendment docket, KM Capital, LLC filed a request for the NON-PROJECT action Comprehensive Plan Map Amendment and Rezone of approximately 48.01 acres from Light Industrial (LI) to R-18 Multi-family, Medium Density (R-18). The request was filed for 5414 152<sup>nd</sup> Street NE (Assessor's Parcel Numbers (APNs) 31053400200800, 31053400300300, and 31053400200700) which is located at the southeast corner of the intersection of 152nd Street NE and 51st Avenue NE. The southern 10.18 acres of the subject property was rezoned from R-4.5 Single Family, Medium Density (R-4.5) to Light Industrial (LI) on March 7, 2022 with the adoption of Ordinance 3211.

The affected neighboring property owners were notified of the NON-PROJECT action rezone as required by MMC Section 22G.010.090. One citizen provided comments via email pertaining to impacts to traffic and roads in the vicinity and schools, and the thoroughness of the SEPA checklist which was submitted. These comments were addressed by staff and the applicant. Supplemental information was submitted by the applicant at the Public Hearing which is attached to the agenda bill.

At a Public Hearing on October 10, 2023, the Planning Commission received testimony from staff, the applicant, and the public, and made a recommendation that the rezone not be approved (4 did not support the rezone, 3 did support the rezone). Staff has recommended denial of the application for the reasons outlined in the Staff Recommendation, specifically under Section 13 on pages 10 - 14. Staff respectfully recommends that City Council affirm the recommendation of the Planning Commission and not approve the Comprehensive Plan map amendment and zone.

Pursuant to MMC 22G.020.050 City Council review, Following the review by the planning commission, the city council shall consider at a public meeting each recommendation transmitted by the planning commission. The city council may hold its own public hearing pursuant to the procedures set forth in MMC [22G.020.060](#). Following such public meeting and/or public hearing, the city council may take any one of the following actions:

(1) Adopt the recommendation of the planning commission without changes.

(2) Adopt the recommendation of the planning commission with changes.

(3) Remand the recommendation or parts thereof to the planning commission for further review. In the event the city council remands a matter for further planning commission review, the council shall specify the time within which the planning commission shall report back to the city council with a new recommendation. All entities involved shall comply with the timelines unless the city council approves a request for extension of time.

(4) Any action by the city council shall be adopted pursuant to ordinance or resolution; provided, however, in the event the city council denies or disapproves any recommendation it may be done by motion.

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**ATTACHMENTS:**

[Staff Recommendation 51st Ave-KM Capital Rezone](#)

[PC Minutes - 4.25.23, 5.23.23 and 10.10.23](#)

[Supplemental information submitted by applicant at hearing](#)

[Second supplemental information submitted by applicant 10.30.23](#)

## Staff Recommendation - KM Capital (51<sup>st</sup> Avenue) Comprehensive Plan Map Amendment and Rezone

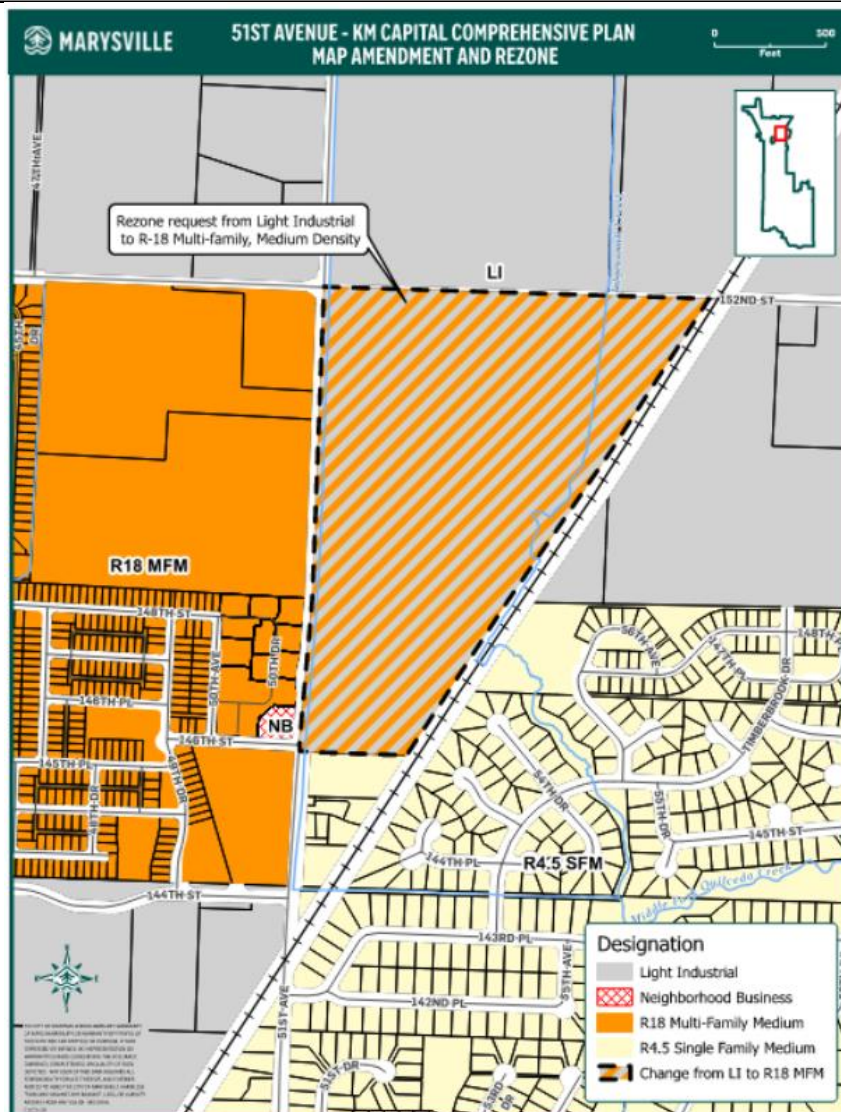
Community Development Department ♦ 501 Delta Avenue ♦ Marysville, WA 98270  
Office Hours: Mon - Fri 8:00 AM - 4:30 PM ♦ Phone: (360) 363-8100

PROJECT INFORMATION								
<b>Project Title</b>	KM Capital Comprehensive Plan Map Amendment and Rezone		<b>Date of Report</b>	October 4, 2023				
<b>File Number</b>	CPA23-003		<b>Attachments</b>	See Section 4.0 for Exhibits				
<b>Administrative Recommendation</b>	Recommend denial of the Comprehensive Plan Amendment and Rezone to City Council for formal adoption by Ordinance.							
BACKGROUND SUMMARY								
<b>Applicant/ Owner</b>	KM Capital, LLC/ NP Arlington MIC Industrial LLC							
<b>Request</b>	NON-PROJECT action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18).							
<b>SEPA Status</b>	A SEPA Determination of Non-Significance was issued on July 27, 2023. The appeal period expired August 10, 2023; no appeals were filed.							
<b>Location</b>	5414 152 <sup>nd</sup> Street NE		<b>APN</b>	31053400200800 31053400300300 31053400200700				
<b>Acreage (SF)</b>	48.01 acres		<b>Section</b>	34	<b>Township</b>	31	<b>Range</b> 05	
<b>Comprehensive Plan</b>	LI	<b>Zoning</b>	LI	<b>Shoreline Environment</b>		N/A		
<b>Present Use of Property</b>	Vacant, industrially zoned land.							
REVIEWING AGENCIES								
<b>Marysville</b>	<b>Local Agencies &amp; Districts</b>		<b>State &amp; Federal</b>		<b>County</b>		<b>Other</b>	
<input checked="" type="checkbox"/> Building <input checked="" type="checkbox"/> Fire District <input checked="" type="checkbox"/> Engineering Services <input checked="" type="checkbox"/> Parks <input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Arlington (city) <input checked="" type="checkbox"/> Arlington Airport <input checked="" type="checkbox"/> Community Transit <input type="checkbox"/> Frontier <input checked="" type="checkbox"/> Marysville SD <input checked="" type="checkbox"/> PUD No. 1 <input checked="" type="checkbox"/> Zipty		<input type="checkbox"/> BNSF <input type="checkbox"/> DAHP <input checked="" type="checkbox"/> DOE <input type="checkbox"/> US Army Corp of Engineers <input checked="" type="checkbox"/> WDFW <input checked="" type="checkbox"/> WSDOT <input type="checkbox"/> WUTC		<input type="checkbox"/> Health District <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Public Works - Land Development <input type="checkbox"/> Public Works <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> Puget Sound Clean Air <input type="checkbox"/> Puget Sound Energy <input checked="" type="checkbox"/> Stillaguamish Tribe <input checked="" type="checkbox"/> Tulalip Tribes	
ACTION								
<input type="checkbox"/> Administrative	<input type="checkbox"/> City Council	<input type="checkbox"/> Quasi-Judicial	<input checked="" type="checkbox"/> Planning Commission					
<b>Date of Action</b>	October 10, 2023	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued				
STAFF CONTACT								
<b>Name</b> Angela Gemmer	<b>Title</b> Principal Planner	<b>Phone</b> 360.363.8240	<b>E-mail</b> agemmer@marysvillewa.gov					

**SURROUNDING USES**

	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	Light Industrial	LI	Vacant land/pasture
<b>North</b>	Light Industrial	LI	Vacant industrial land across 152 <sup>nd</sup> Street NE. Vacant land is part of the approved Cascade Business Park Binding Site Plan (BSP) (file PA21-006)
<b>East</b>	Light Industrial and Single Family Medium	LI and R-4.5	Single family subdivisions and vacant industrial land across Burlington Northern Santa Fe Railway right-of-way. Vacant land is part of the Cascade Business Park BSP.
<b>South</b>	Single Family Medium	R-4.5	Church
<b>West</b>	Multi-family Medium	R-18	Multi-family residences, vacant land, and a single family residence across 51 <sup>st</sup> Avenue NE.

**Vicinity Map**





**1.0 FINDINGS AND CONCLUSIONS**

- 1. **Description of Proposal:** The proposal is for a NON-PROJECT action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18). Approximately 37.83 acres of the proposed rezone site are located within the Cascade Industrial Center (CIC). Rezoning this land to residential has the potential of impacting the employment capacity envisioned in the AMMIC Subarea Plan.

If the proposed rezone request is approved by Marysville City Council, all future project action development proposals will be subject to all applicable Marysville Municipal Code (MMC) and project level State Environmental Policy Act (SEPA) review at the time of application.

- 2. **Location:** The rezone area is generally located east of 51<sup>st</sup> Avenue NE, south of 152nd Street NE, west of Edgecomb Creek and the Burlington Northern Santa Fe (BNSF) railway spur, and north of 146<sup>th</sup> Street NE. The rezone area has the site address 5414 152<sup>nd</sup> Street NE, and is identified by Assessor’s Parcel Numbers (APNs) 31053400200800, 31053400300300, and 31053400200700.
- 3. **Site Description:** The subject site is generally flat with minimal relief across the site, and the majority of the site is vegetated with pasture. Trees and shrubs are primarily located along the eastern property line adjacent to the BNSF railway spur and in the northeastern corner of the site along Edgecomb Creek. The site is currently vacant land.
- 4. **Project History:** The land use application for the Comprehensive Plan Amendment and Rezone was submitted on January 30, 2023 and deemed complete on February 24, 2023. Notice of application was provided in accordance with MMC Section 22G.010.090.
- 5. **Public Comments:** Public comments were received from one citizen. Concerns expressed by the citizen, along with responses from both the applicant and City staff, are summarized below (see also **Exhibits 10, 11 and 15**):

*Public Concern:* The proposed change from light industrial to multi-family is significant in terms of both traffic generation as well as employment and other goals for the Cascade Industrial Center (CIC). Specifically, the traffic analysis cites 2,500 new weekday trips requiring \$1.5 million in additional mitigation, and assumes that vehicles will only go north or west, not south.

*Applicant Response:* An initial traffic analysis memo was submitted by the Applicant. This information is being revised based on a revised unit count estimate. Trip distribution and trip generations rates used in the traffic analysis memos produced by Kimley Horn are based on data and recommendations from the City of Marysville and the Institute of Transportation Engineers (ITE) Manual, 11<sup>th</sup> Edition (2021).

*Supplementary Staff Response:* In a memo dated May 23, 2023 (**Exhibit 17**), Jesse Birchman, P.E., Transportation & Parks Maintenance Manager, indicated that:

"The potential SEPA impacts of this rezone are identified within the context of the current Transportation Element (TE) of the adopted Comprehensive Plan.

- 1. The trip generation evaluation based on the described maximum and best use for current and proposed zoning is consistent with typical practice and is approved.

2. A Traffic Impact Analysis (TIA) would be required of any future project/development specific application. Based on the current TE and recently completed TIAs for other development applications, the following intersections are likely to operate near the City's level-of-service (LOS) standard. The addition of traffic volumes resulting from this rezone may result in operations exceeding these standards but would be evaluated through any future project-specific review and approval. Additional mitigation improvements may be required beyond those identified in the TE.

a. 51<sup>st</sup> Avenue NE/136<sup>th</sup> Street NE

b. 51<sup>st</sup> Avenue NE/132<sup>nd</sup> Street NE

Public Concern: The State Environmental Policy Act (SEPA) checklist submitted with the application has inadequate information with frequent responses to the criteria being not applicable/non-project action that does not assess how this change will impact current and future city residents or workers.

Applicant Response: The rezone is a non-project action and no site-specific development plan has been submitted for review. The Applicant has updated the SEPA [checklist] to reflect information based on a very conceptual analysis of the site and its development potential and is providing updated traffic analysis based on this current information.

Applicant's rezone recognizes that the Cascade Industrial Center will be a major employment center for all of Snohomish County. To that end, it is well documented that missing middle housing options, including apartments are needed throughout the region and Applicant is confident that a future multifamily development in this location will serve the growing workforce and potentially reduce the length of commutes for many future employees.

Supplementary Staff Response: In the City's first technical review comments (**Exhibit 11**), clarification was requested on the number of units anticipated for the project along with a revised trip generation. Revisions and more robust responses on the SEPA checklist were also requested. The requested information was provided in the applicant's revised resubmittal letter (**Exhibit 15**), TIA (**Exhibit 17**), project narrative (**Exhibit 18**), and SEPA checklist (**Exhibit 20**).

Public Concern: What are the next steps in the process and will there be a hearing.

Applicant Response: This question is better answered by the city, which has indicated it has responded to Ms. Kinnamon.

Supplementary Staff Response: Staff provided a summary of anticipated next steps and information on when the public hearing would be scheduled. Staff's full response can be found on page 4 of **Exhibit 11**.

Public Concern: Will someone (city or applicant) provide some analysis of the impact of this proposed change?

Applicant Response: Analysis was submitted with the application and additional, supplemental analysis is being developed in conjunction with requests by the city.

Supplementary Staff Response: Additional information was submitted by the applicant pertaining to traffic and schools (see **Exhibits 15 and 17**), and the SEPA checklist was revised (**Exhibit 16**) to better address the different SEPA criteria. The level of analysis provided at this time is consistent with a NON-PROJECT action rezone request. In depth

traffic and storm drainage analysis, and compliance with applicable zoning criteria and City codes and standards, will be provided with a future project action if the rezone is approved.

Public Concern: School impacts of the proposed zoning change including how the school district is supposed to plan for and teach students when a development attracts a new elementary school worth of students that weren't expected.

Applicant Response: The proposed rezone would not create a new elementary school's worth of students.

The student generation rates for Marysville are found on page 23 of the Marysville School District (MSD) 2022 – 2027 Capital Facilities Plan. These rates show that the prior R-4.5 zoning and the proposed R-18 zoning would account for the following student counts:

Grade	Single Family Student Generation Rates	Former R-4.5 Medium Zoning Projected Students	Multifamily 2+ Bedroom Student Generation Rate	Proposed R-18 Multifamily Zoning Projected Students	Net Change <sup>1</sup>
Elementary	.263	12	0.083	68	56
Middle	.079	3	.117	90	87
Senior	.086	4	.100	77	73

<sup>1</sup> Prior to March 2023, 10.18 acres of Applicant's proposed site was zoned R-4.5, medium density residential. Based on data from the 2021 Snohomish County Buildable Lands Report, densities for the R-4.5 zone ranged from 4.09 to 4.3 dwelling units per gross buildable acre which would have yielded approximately 44 single family dwelling units. Based on data from the Draft Snohomish County Housing Needs Report owner occupied housing units account for 2.71 persons per household, which residential development would have supported approximately 119 persons. By comparison, the proposed rezone to R-18 would result in approximately 768 units or 649 units than what the zoning allowed approximately 1 year ago. These unit counts were the basis for calculating the net change.

Looking at the six-year capital facilities plan (2022 – 2027), the Marysville School District (MSD) currently projects a deficit of permanent capacity for 277 elementary students, but has capacity for an additional 784 students via relocatable capacity (e.g. portables). For middle and senior high schools, the MSD projects surplus permanent capacity of 334 (middle high) and 725 high school. Note: as the rezone from R-4.5 to LI wasn't completed until late March of 2022, it does not appear that rezone's change was included in projected capacity figures per Table 12 on page 17 indicates capacities, which MSD notes were calculated as of February 2022.

Based on current enrollment boundaries, students who would reside in the proposed rezone area would go to Shoultes Elementary, Marysville Middle School, and Marysville Pilchuck High School. Shoultes elementary school has permanent capacity for 314 students and relocatable capacity (currently) for 98 students.

Ultimately, it does not appear based on existing student generation rates and capacity through 2027 that the proposed rezone would create a capacity concern.

Supplementary Staff Response: Staff generally concurs with the analysis outlined above.

6. **Critical Areas:** Soundview Consultants, LLC prepared both a *Technical Memorandum* dated February 17, 2023, and a *Wetland and Fish and Wildlife Habitat Assessment Report* dated August 15, 2020 and revised April 1, 2021, which were submitted with the formal land use application along with several other environmental documents (**Exhibit 5**). According to the *Technical Memorandum*, on-site critical areas consist of Wetland AH, Edgecomb Creek, and the 51<sup>st</sup> Avenue East Ditch. Wetland AH is a Category II wetland requiring a 100 foot buffer and Edgecomb Creek is a Type F stream requiring a 150 foot buffer. The 51<sup>st</sup> Avenue East Ditch is regulated as a Category III wetland by the City of Marysville and Department of Ecology (DOE); however, the United States Army Corps of Engineers (USACE) has determined that the ditch is not a federally regulated Water of the United States.

Approved impacts associated with the subject property were approved by Federal, State, tribal and local entities with the Cascade Business Park BSP and consist of the realignment of Edgecomb Creek, partial fill of Wetland AH, indirect impacts to Wetland AH due to the proximity of proposed development to the wetland, and the fill of 51<sup>st</sup> Avenue East Ditch. Approved critical areas work and mitigation on the subject property has been substantially completed and is more fully described in the *As-Built Report – Cascade Business Park and Edgecomb Creek Restoration* prepared by Soundview Consultants dated May 2023 (**Exhibit 28**). Site development grading has recently begun outside of the mitigation corridor; however, approved impacts to Wetland AH and the 51<sup>st</sup> Avenue East Ditch have not occurred.

Further critical areas review or mitigation will be required, if necessary, with future project actions to ensure that all critical areas are evaluated and protected or mitigated for in accordance with MMC Chapter 22E.010, *Critical Areas Management*. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.

7. **Access and Circulation:** Access to the NON-PROJECT action rezone site is currently provided via both 51<sup>st</sup> Avenue NE and 152<sup>nd</sup> Street NE, and it is anticipated that a future project action development would continue to have access to both streets, although the access locations would differ. A robust network of streets has been planned for the Smokey Point Master Plan Area, which the majority of the rezone site is part of, in both the City’s 2015 Comprehensive Plan Transportation Element and the Smokey Point Master Plan.

8. **Trip Generation:**

Under the current Light Industrial (LI) zoning, 432,000 square feet of high-cube warehouse space was previously approved. The trip generation calculation for a high-cube warehouse were calculated based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition, Land Use Code (LUC) 154 – High-Cube Warehouse. The trip generation for the proposed R-18 Multi-family, Medium Density zoning and a multi-family use were calculated based on ITE LUC 221 – Multi-family Housing (Mid-Rise). The proposed multi-family use would generate approximate 2,882 more average daily trips (ADT) and 257 more PM peak hour trips (PMPHT) than the high-cube warehouse that would be pursued under the current zoning as shown in the table below.

Land Use	Square Feet or Units	Average Daily Trips	PM Peak Hour Trips
High-Cube Warehouse	432,000 SF	605	43

<b>Multi-family Housing (Mid-Rise)</b>	768 units	3,487	300
<b>Difference</b>		+2,882	+257

Future project actions shall be required to submit a Traffic Impact Analysis (TIA) to assess impacts the development would have on the surrounding roadway network in order to demonstrate acceptable Level of Service (LOS). The TIA will be required to include trip generation and distribution, identification of impacts, and mitigation measures. Traffic impact fees will be required from the City and, depending on trip generation and distribution, may be required from the County and State for any development of the site.

9. **Utilities:** Utilities are available to the rezone area as follows:

Storm Drainage – Development of the rezone site will require addressing the stormwater impacts and ensuring that all development is in compliance with the adopted State and City regulations. Currently the City implements the 2019 Department of Ecology (DOE) Stormwater Management Manual for Western Washington.

Water – A 12-inch cast iron (CI) water main is located within the site’s 51<sup>st</sup> Avenue NE frontage, and a 16-inch ductile iron (DI) water main is located within the site’s 152<sup>nd</sup> Street NE frontage.

Sewer – A 24-inch concrete sewer main is located within the site’s 51<sup>st</sup> Avenue NE frontage. A sewer main extension along the site’s 152<sup>nd</sup> Street NE frontage will be required with a future project action.

Utility improvements will be evaluated, and required improvements and connections made, with future project actions.

10. **Department and Agency Comments:** A *Request for Review* for the proposal was sent to the Local, County, State, and Federal Agencies and Districts shown on page one of this report. Comments received are outlined below and in **Exhibits 11 and 19**). If the department or agency is not listed below, comments were not received.

<b>Marysville Public Works – Traffic Engineering Division</b>
<p>The following comments regarding requirements for future project actions were provided in a review memo dated April 20, 2023 from Jesse Hannahs, P.E., Traffic Engineering Manager:</p> <ul style="list-style-type: none"> <li>· Traffic impact fee requirements including improvements eligible for a traffic impact fee credit;</li> <li>· Traffic Impact Analysis (TIA) requirements and the need to evaluate if/at what time during development phasing signalization of the intersections of 51<sup>st</sup> Avenue NE and 156<sup>th</sup> Street NE/152<sup>nd</sup> Street NE, and 152<sup>nd</sup> Street NE and 59<sup>th</sup> Avenue NE will be required;</li> <li>· Frontage improvement requirements along 51<sup>st</sup> Avenue NE, 152<sup>nd</sup> Street NE, and signalization needs for the intersection of 152<sup>nd</sup> Street NE and 59<sup>th</sup> Avenue NE;</li> <li>· Access management requirements; and</li> <li>· Street lighting requirements.</li> </ul> <p>The following comments on the rezone request were provided in a review memo dated May 23, 2023 from Jesse Birchman, P.E., Transportation and Parks Maintenance Manager:</p>

"The potential SEPA impacts of this rezone are identified within the context of the current Transportation Element (TE) of the adopted Comprehensive Plan.

1. The trip generation evaluation based on the described maximum and best use for current and proposed zoning is consistent with typical practice and is approved.

2. A Traffic Impact Analysis (TIA) would be required of any future project/development specific application. Based on the current TE and recently completed TIAs for other development applications, the following intersections are likely to operate near the City's level-of-service (LOS) standard. The addition of traffic volumes resulting from this rezone may result in operations exceeding these standards but would be evaluated through any future project-specific review and approval. Additional mitigation improvements may be required beyond those identified in the TE.

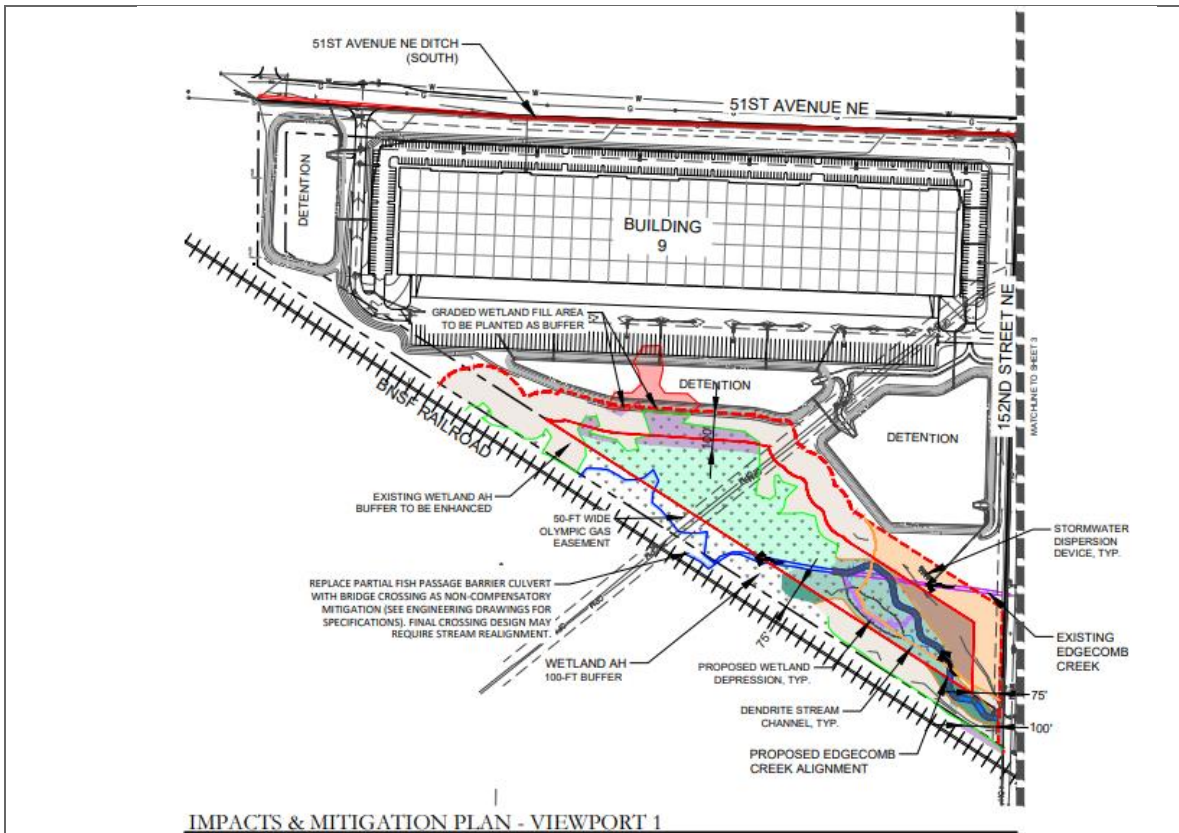
- a. 51st Avenue NE/136th Street NE
- b. 51st Avenue NE/132nd Street NE

### Department of Ecology

The following comments were provided in an email dated August 3, 2023 from Neil Molstad, PWS, Wetlands Specialist (**Exhibit 25**):

It has come to Ecology's attention that three parcels within the Cascade Business Park development listed above, currently owned by NP Arlington MIC Industrial LLC (Northpoint), have been or soon will be sold to KM Capital LLC (KM).

Ecology has issued a Section 401 Water Quality Certification (WQC) authorizing direct impacts of 0.443 acres and indirect impacts of 0.595 acres to an existing wetland (Wetland AH) and an Administrative Order authorizing impacts to 0.314 acres of non-Federally regulated wetland (51<sup>st</sup> Avenue Ditch South) on these parcels. The WQC also approved wetland mitigation actions on the parcels, which are currently in progress. A snip of Northpoint's site plan, the proposed wetland impacts, and the mitigation areas is shown below:



IMPACTS & MITIGATION PLAN - VIEWPORT 1

It is important to note that Northpoint properly followed the mitigation sequencing process to justify the proposed wetland impacts on the parcels.

After reviewing documents related to a proposed zoning change for the parcels (Marysville File Number CPA23003) it seems clear that the new owner of these parcels (KM) will not be building the industrial warehouse shown on the plan above, but residential development instead. Ecology staff were on site yesterday with a Northpoint representative, who confirmed the impending/completed sale of the parcels and indicated that the portion of the parcels containing the ongoing mitigation activities would remain under Northpoint ownership.

From Ecology’s perspective, the change of ownership of the parcels and the change of the proposed development from an industrial warehouse to residential means that this is a new project that should be considered in its own context, separate from the Cascade Business Park project. This means that this new project will need to follow the mitigation sequencing process to justify any proposed wetland impacts, would likely not be allowed to mitigate for any proposed wetland impacts at the Cascade Business Park mitigation area, since this mitigation site is not a mitigation bank, and may need to submit a WQC and/or Administrative Order requests under their own name, among other things.

Ecology staff observed construction equipment on the parcels yesterday, and it is Ecology’s understanding that the City of Marysville has issued some type of early clearing and grading permit for the parcels.

Until the issues described above have been resolved, Ecology recommends that no filling or grading occur within the 51<sup>st</sup> Avenue Ditch or within 100 feet of Wetland AH on these parcels. Subsequent grading or filling in these areas may result in additional mitigation requirements or enforcement actions.

*Supplementary Staff Response: The applicant and staff committed, both in writing and at a subsequent meeting involving the applicant, staff, Ecology and other agencies, that no work within the 51<sup>st</sup> Avenue Ditch or within 100 feet of Wetland AH would occur until Ecology's concerns regarding the change in ownership and the character of the project were resolved. Grading outside of the ditch and critical areas were determined to be acceptable to continue.*

11. **State Environmental Policy Act Review:** After evaluation of the environmental checklist submitted with the application, and other supporting documentation and application materials, a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 20**). Comments were provided from the Department of Ecology (DOE) during the SEPA comment period as outlined in Section 10 above. The appeal period for the DNS expired on August 10, 2023; no appeals were filed.
12. **City of Marysville Comprehensive Plan:** The proposed rezone area is located within two Neighborhood Planning Areas as designated in the Comprehensive Plan. Assessor's Parcel Number (APN) 31053400300300 is located in the Shoultes Neighborhood – Planning Area 9, and APNs 31053400200800 and 31053400200700 are located in the Smokey Point Neighborhood – Planning Area 10. The current Comprehensive Plan land use designation for the proposed rezone area is Light Industrial (LI), and is proposed to be re-designated as Multi-family, Medium Density (R-18).

The proposed re-designation and rezone of the property to Multi-family, Medium Density complies with the multi-family residential locational criteria and siting standards set forth in the 2015 Comprehensive Plan, Land Use Element, Section b. Multi-family, i. Criteria and Standards (see also supporting responses in **Exhibits 2, 7 and 18**). Specifically, the proposed rezone area is:

- Has access to arterial streets and current or proposed pedestrian improvements on 51<sup>st</sup> Avenue NE and 152<sup>nd</sup> Street NE.
  - In proximity to accessory land uses such as retail, restaurants, and gas stations (approximately 1 to 2 miles west), and adjacent to transit service (Route 202) and parks (i.e. Strawberry Fields Athletic Complex and Strawberry Fields for Rover).
  - Separated from incompatible land uses, by public streets or the BNSF right-of-way, specifically, 152<sup>nd</sup> Street NE provides a transition to light industrial uses to the north, and BNSF provides a transition to single family neighborhoods to the east.
  - The proposed multi-family zone and future uses would be buffered from industrial uses to the north via a five-lane roadway, and buffered from single family uses to the east via the BNSF railway spur right-of-way, and the critical areas buffer along Edgecomb Creek and the associated wetlands.
  - Property substantially exceeds the minimum lot size threshold for multi-family zoning of three times the prevailing lot size in single family zones.
13. **Title 22 Unified Development Code:** Pursuant to MMC Section 22G.010.440, Rezone criteria, (1) a zone reclassification shall be granted only if the applicant demonstrates that the proposal is consistent with the comprehensive plan and applicable functional plans and complies with the following criteria:
    - (a) There is a demonstrated need for additional zoning as the type proposed;



Applicant Response: The 2021 Snohomish County Buildable Lands Report indicated that the City of Marysville (city limits only) had a population capacity of 89,550 against a 2035 population target of 87,798. The initial 2044 population target, according to the CPPs adopted in February 2022, is 99,822 or a population deficit of 10,272 that will need to be accommodated through changes in existing zoning to allow for more housing. The proposed redesignation and rezone would create needed multi-family housing adjacent to an employment center and along a transit corridor (51<sup>st</sup> Ave NE).

Supplementary Staff Response: **The proposal does not comply with criteria (a).** Staff concurs that both the region and the City needs additional housing in order to accommodate the population that is projected in the region and within the City. Snohomish County's 2021 Buildable Lands Report (BLR) showed a shortfall within the City for population and housing; however, when the residential density assumptions from the BLR are coupled with modified density assumptions for the Mixed Use (MU) zone in the Lakewood neighborhood (based on current density trends), and the 2021 Downtown Master Plan zoning and associated density assumptions, the City anticipates having adequate capacity for the 99,822 residents and 39,976 housing units that Marysville needs to accommodate through 2044 within the existing Urban Growth Area (UGA) and with existing zoning.

Based on the fact that the City has capacity with its existing zoning for the next twenty years (without making changes or rezoning areas in the City) staff does not believe that criteria (a) has been met to demonstrate this specific area, which is currently designated for industrial land, needs to be rezoned in order to address population growth needs.

The City Council and the Planning Commission recently discussed growth scenarios for the City over the next twenty years. One option is to maintain all existing zones. The other options include rezoning along State Avenue to address housing needs. The other option (required by House Bill 1110) includes accommodating additional infill housing in single family neighborhoods. No long term planning to date has suggested that the industrial land should be diminished in order to accommodate housing.

While staff agrees the location of the site could potentially be beneficial for multi-family given the proximity of residences to industrial areas, staff does not believe the potential benefits of the rezone outweigh the loss of industrial to warrant a rezone.

Further, in 2021, the southern 10.18 acres of the proposed rezone area was zoned R-4.5 Single Family, Medium Density and was rezoned to Light Industrial (LI) at the request of NP Arlington MIC Industrial LLC with Ordinance 3211. At the time, in response to the criteria 'There is a demonstrated need for additional zoning as the type proposed', the applicant responded that, "The parcel is part of a planned industrial park. The city has approved the Cascade Industrial Center, however in reviewing applicant's project it was discovered this parcel was zoned incorrectly. This change will make this site compatible with planned uses" (see **Exhibit 29**).

In October 2020, NorthPoint Development, LLC submitted the Northpoint Development (MV2) docket request to Snohomish County Planning and Development Services (PDS). The request was for the Marysville Urban Growth Area to be expanded to include a 183 acre property located south and east of the current Marysville city limits and BNSF railway right-of-way, west of 67<sup>th</sup>

Avenue NE, and north of 152<sup>nd</sup> Street NE, and for the property to be redesignated from Agriculture-10 Acre (A-10) to Light Industrial (LI). The applicant indicated that the proposed expansion and redesignation of the property was "significant to supporting future rail related industrial development due to the proximity to the BNSF rail" (**Exhibit 31**). Snohomish County PDS prepared a Staff Recommendation dated September 11, 2023 (**Exhibit 30**) recommending that this proposal be denied. The hearing on this matter is set for October 24, 2023 before the Snohomish County Planning Commission. Initially City staff believed that this proposed Northpoint Development (MV2) UGA expansion and redesignation would offset the loss of industrial land that would occur if the 51<sup>st</sup> Avenue-KM Capital Rezone were approved; however, with Snohomish County's recommendation of denial, the opportunity to offset the loss of industrial land appears unlikely, and the importance of retaining the current Light Industrial zoning of the subject property becomes even more important.

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

*Applicant Response:* The proposed reclassification is consistent and compatible with the R-18 zoning to the west as that could develop in the future with apartments and potentially a school. Multi-family housing has been viewed as consistent and compatible with light industrial development where separated by roadways and other physical features. The R-18 zoning would provide for a transition in land use from light industrial to the R-4.5 medium density residential.

*Supplementary Staff Response:* **The proposal complies with criteria (b).**

The zone reclassification from Light Industrial (LI) to R-18 Multi-family, Medium Density is consistent and compatible with the existing uses and zoning of the surrounding properties. As noted above, R-18 zoning and multi-family residences are located across 51<sup>st</sup> Avenue NE to the immediate west, and R-4.5 Single Family, Medium Density is located to the south and east of the proposed rezone site. Critical area buffers and the existing BNSF spur right-of-way provide a transition to the single family residences to the east while an existing church provides buffering between the rezone site and single family residences to the south. 152<sup>nd</sup> Street NE, to the north, will be constructed as a five lane roadway that would provide a distinct break between industrial and residential zones and uses. Staff acknowledges that the roadways, BNSF spur right-of-way, and critical areas and buffers also afford a reasonable transition from the existing industrial zoning to both the multi-family uses and zoning to the west, and the single family uses and zoning to the south and east.

It should be cautioned that if this reasoning is followed as a justification to rezone the property from Light Industrial (LI) to multifamily, staff does not see how the same reasoning could not be applied to other Light Industrial areas south of 144<sup>th</sup> Street NE and north of 136<sup>th</sup> Street NE. Should those properties apply for a rezone, additional Light Industrial land could be lost.

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

*Applicant Response:* The significant change in circumstances is the 2022 [adoption] of initial population targets showing the city has a deficit in zoning for housing. Further, the 2022 Competitiveness Report for Washington, issued by the Lt. Governor and the Joint Legislative Committee on Economic Development

identified a chronic shortage of housing as a key economic development issue. Further, this study found there are only 1.06 housing units per household in the state versus an average of 1.14 nationally. The Seattle Times has reported the region is 81,000 units behind.

**Supplementary Staff Response: The proposal does not comply with criteria (c).**

While staff agrees, there has been significant changes in circumstances City-wide, staff does not believe there have been significant changes in the circumstances of the subject property to be rezoned and surrounding properties to warrant a change in classification.

Since the adoption of the 2015 Comprehensive Plan, the City has experienced considerable residential growth, increasing from 64,583 people and 23,689 housing units in 2015 to an estimated 73,780 people and 26,923 housing units in 2023. During this time period, housing and rental prices have increased significantly, and the demand for housing has continued to grow.

Substantial development in the Smokey Point Master Plan Area; construction or planned construction of key infrastructure in the Smokey Point Neighborhood Planning Area; adoption of and recognition by Puget Sound Regional Council of the Cascade Industrial Center; and the construction of the 156<sup>th</sup> Street Overpass and funding of the 156<sup>th</sup> Street Interchange under the Connecting Washington Program are other significant changes in the area. In addition, a tremendous amount of industrial development has occurred, or is proposed and entitled, within the Marysville portion of the Cascade Industrial Center (CIC). Only approximately 433 acre or 27.8 percent of the Marysville portion of the CIC is anticipated to have further development or redevelopment potential when existing and proposed developments are considered. While the subject rezone only constitutes approximately 3 percent of Marysville's CIC, given the pace of growth, it should be noted as the remaining industrial land is limited.

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

**Applicant Response:** The property is located adjacent to an employment center (the Cascade Industrial Center) which is expected to produce thousands of jobs. The proposed redesignation and rezone will create housing units near employment, reducing traffic congestion and commuting time. Further, 51<sup>st</sup> Ave NE is a transit corridor, providing service into the industrial center and to other employment areas regionally. The site, while adjacent to critical areas, can accommodate housing. The site has previously been identified for industrial development.

**Supplementary Staff Response: The proposal complies with criteria (d).** The property is practically and physically suited for the uses allowed in the proposed zone classification. As described in Section 12 above, the land has access to arterial streets (51<sup>st</sup> Avenue and 152<sup>nd</sup> Street NE); is in proximity to retail, restaurants, and gas stations, and adjacent to transit service and parks; is separated from incompatible land uses by public streets and the BNSF railway spur; and the proposed development would be buffered from industrial uses via roads, the BNSF railway spur right-of-way, and the critical areas buffer along Edgcomb Creek and the associated wetlands. Staff acknowledges that the large, flat sites, and the physical features that separate the site from incompatible uses as noted above, also result in this land being well-suited to industrial uses.

### Staff's summary of compliance with MMC 22G.010.440

The responses above are also outlined in **Exhibit 7**. After evaluation of the responses to the rezone criteria, application materials, and other supporting documentation on file with the City, staff concludes that the proposed rezone complies with two of the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*. However, the project does not comply with two of the rezone criteria above (MMC 22G.010.440 (1)(a) and (c)).

According to MMC 22G.010.440(1), a zone reclassification shall be granted only if the applicant demonstrates that the proposal is consistent with the comprehensive plan and applicable functional plans **and** complies with the criteria cited above. Since the project does not meet two of the four criteria, staff cannot recommend approval of the application and, therefore, recommends **DENIAL** based on the criteria in code. Staff believes that if the decision bodies wish to approve the rezone to multi-family, that the rezone would not be detrimental to the area or surrounding uses based on the reasons outline in criterion (b) and (d) above.

## **2.0 CONCLUSIONS**

1. KM Capital, LLC, applicant, is proposing a NON-PROJECT action rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18).
2. The proposed rezone area is located within two Neighborhood Planning Areas as designated in the Comprehensive Plan. Assessor's Parcel Number (APN) 31053400300300 is located in the Shoultes Neighborhood – Planning Area 9, and APNs 31053400200800 and 31053400200700 are located in the Smokey Point Neighborhood – Planning Area 10.
3. On-site critical areas consist of Wetland AH, Edgecomb Creek, and the 51<sup>st</sup> Avenue East Ditch. Wetland AH is a Category II wetland requiring a 100 foot buffer and Edgecomb Creek is a Type F stream requiring a 150 foot buffer. The 51<sup>st</sup> Avenue East Ditch is regulated as a wetland by the City of Marysville and Department of Ecology (DOE); however, the United States Army Corps of Engineers (USACE) has determined that the ditch is not a federally regulated Water of the United States. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.
4. Access to the NON-PROJECT action rezone site is currently provided via both 51<sup>st</sup> Avenue NE and 152<sup>nd</sup> Street NE, and it is anticipated that a future project for the site would continue to have access to both streets. A robust network of streets has been planned for the Smokey Point Master Plan Area, which the majority of the rezone site is part of, in both the City's 2015 Comprehensive Plan Transportation Element and the Smokey Point Master Plan.
5. The proposed NON-PROJECT action rezone is **not** consistent with all of the pertinent development goals and policies outlined in the Marysville Comprehensive Plan pertaining to multi-family residential.
6. The proposed NON-PROJECT action rezone complies with two of the four rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*.
7. As of the date of this report, written comments expressing concerns about the rezone were provided from one citizen. The concerns presented are summarized and addressed in Section 5 of this report.

8. The proposed NON-PROJECT action rezone will make appropriate provisions for the public use and interest, health, safety and general welfare.
9. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 20**). The appeal period expired on August 10, 2023; no appeals were filed.
10. A duly advertised public hearing has been scheduled before the Planning Commission on Tuesday, October 10, 2023 at 6:30 pm in City Hall Council Chambers to consider the NON-PROJECT action rezone request.

### 3.0 STAFF RECOMMENDATION

Based on the foregoing findings and conclusions, the Community Development Department recommends DENIAL of the NON-PROJECT action KM Capital (51<sup>st</sup> Avenue) Comprehensive Plan Map Amendment and Rezone from Light Industrial (LI) to Multi-family, Medium Density subject to the following condition:

**All future project action development proposals will be subject to all applicable Marysville Municipal Code (MMC) and project level State Environmental Policy Act (SEPA) requirements in effect at the time of application.**

Prepared by: *Angela*

Reviewed by:

### 4.0 EXHIBITS

The following exhibits can be accessed electronically via the link provided in the exhibit header below.

#### [KM Capital \(51<sup>st</sup> Avenue\)](#)

Exhibit 1	Land use application
Exhibit 2	Project narrative
Exhibit 3	Title report – legal description
Exhibit 4	Environmental checklist
Exhibit 5	Critical areas report
Exhibit 6	Traffic Impact Analysis
Exhibit 7	Correspondence
Exhibit 8	Vicinity map
Exhibit 9	Department of Commerce 60-day Confirmation Submittal Letter
Exhibit 10	Citizen’s concerns and staff’s responses
Exhibit 11	Technical review comments
Exhibit 12	Affidavit of publication
Exhibit 13	First Planning Commission memo and packet (abridged)
Exhibit 14	First Planning Commission memo and packet
Exhibit 15	Resubmittal letter
Exhibit 16	Revised environmental checklist
Exhibit 17	Revised Traffic Impact Analysis
Exhibit 18	Revised Project Narrative

- Exhibit 19 Second technical review comments
- Exhibit 20 SEPA Determination of Non-Significance
- Exhibit 21 Notice of SEPA Determination of Non-Significance
- Exhibit 22 Affidavit of Posting
- Exhibit 23 Affidavit of Publication
- Exhibit 24 City-prepared vicinity zoning map
- Exhibit 25 Correspondence with Ecology on grading concern
- Exhibit 26 Notice of Public Hearing
- Exhibit 27 Letter from Toyer Strategic dated September 27, 2023
- Exhibit 28 Critical Areas As-Built Report
- Exhibit 29 Rezone responses for 2021 rezone request
- Exhibit 30 Northpoint Development (MV2) Snohomish County Final Docket Staff Recommendation
- Exhibit 31 Northpoint Development (MV2) Snohomish County docket submittal

**Meeting Minutes  
April 25, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Brandon Whitaker and the absence of Roger Hoen.

Present:

Commissioners Chair Steve Leifer, Commissioner Shanon Jordan, Commissioner Zebo Zhu, Commissioner Jerry Andes, Commissioner Kristen Michal

Absent: Vice Chair Brandon Whitaker (excused), Commissioner Roger Hoen

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

**APPROVAL OF MINUTES**

**Motion** to approve the minutes of the March 28, 2023 meeting as presented moved by Commissioner Whitaker, seconded by Commissioner Michal.

**Motion passed unanimously.**

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

None

**NEW BUSINESS**

**Climate Change Vulnerability and Risk Assessment**

Director Miller introduced this discussion regarding the Climate Change Vulnerability and Risk Assessment. Maddie Seibert, Cascadia Consulting, made a presentation to the group. She discussed CVA (Climate Vulnerability Assessment) goals of understanding the current and expected climate impacts to Marysville; mapping climate impacts facing Marysville communities and infrastructure; assessing the implications; and equipping the City to champion a resilient future for all residents with the findings to

be used as a tool. She explained that this is extremely timely as HB1181 was passed last week which requires a new Climate Change and Resilience element in the Comprehensive Plan update. The State intends to provide funding to each county; Snohomish County is expected to have money to assist Marysville with complying with the bill.

Key climate impacts facing Marysville include rising temperatures and extreme heat; increasing winter storms and flooding; rising sea levels; and more frequent wildfires and wildfire smoke days. She reviewed the methodology and focus areas including physical vulnerability (infrastructure and natural areas) and social vulnerability (communities/neighborhoods and economy).

Commissioner Zhu referred to page 3 under Methodology and asked why they weight exposure sensitivity and adaptive capacity equally. Ms. Seibert explained they did not feel they had enough information to provide a more specific weighting of one over another.

Commissioner Andes asked how much money they think will be allotted to Marysville to address some of these issues. Director Miller was not sure. She stated that she just learned that it would be required for this update cycle. Commissioner Andes commented that some of these items seem like they could be fairly costly. Ms. Seibert commented that the intention is for the state to provide funding to the counties across the state based on county size. The funding hasn't been approved in the state budget. She thought there was a clause in the bill that says that cities that do not receive funding would not be required to meet the requirement this time.

Commissioner Zhu referred to Appendix B, page 1, and asked if the size of responses was big enough for the study. Ms. Seibert stated that the sample size was not statistically relevant but it was still useful. Commissioner Zhu referred to Table 1, page 1, Exhibit B, and noted that the 3rd row and 4th row seemed the same. Ms. Seibert agreed that those answer choices could be combined.

Ms. Seibert continued the presentation. She reviewed the methodology and results for the social vulnerability assessment. The assessment found that the northeast and central areas of the city were more vulnerable to climate change impacts. This is due to higher rates of asthma and air quality-related mortality rates. Those areas were also further away from grocery stores and food services which is an essential community service. Those areas have less tree canopy coverage and fewer open spaces. Both of these are a mental health benefit and can help alleviate extreme heat by providing shade. Communities in the south of Marysville will be more exposed to flooding impacts. In the economy assessment, they found that the areas in Marysville that have a relatively higher economic vulnerability are in the central downtown Marysville area and the northeast corner near the Getchell area. Those tracts rated highly because they are more exposed to extreme heat impacts and have a large portion of their workforce in climate-exposed occupations. Extreme heat is related to lost labor hours. It is also connected to injuries in the workplace and health impacts that would impact the



workforce. Those areas also have lower adaptive capacity due to higher unemployment rates.

Overall, businesses located in the floodplains are more vulnerable to flood-related damages. Those could result in higher insurance, potential supply chain disruption, and potential loss of business. One-third of the Marysville workforce is in climate-exposed occupations such as construction, agriculture, natural resources, and emergency responders. They are more likely to experience lost wages and health impacts due to extreme heat. The workforce won't be impacted evenly. Residents that are unemployed, elderly, low income and/or disabled are likely to have a lower adaptive capacity to recover from any financial impacts related to climate change. Small businesses will also be less able to adapt to climate impacts and cope with extreme weather events.

Chair Leifer asked how participants of the surveys were targeted. Ms. Seibert explained it was an online survey. Director Miller added that the survey link was shared onto city social media channels and sent out to city Listservs. The communications team advertised it on news releases on the website.

Commissioner Andes referred to the FEMA 100-year and 500-year floodplains. If FEMA decides to raise the base flood elevation because of the potential rise in sea level, how would that impact residents in that area. Ms. Seibert explained that the 100-year and 500-year models are based on past data not future data. It is likely that floods will exceed the amounts. Sea level rise will definitely have an impact on the southwestern corner of Marysville. Other types of flooding are more related to precipitation and river flows. River flooding is expected to increase. Urban flooding and flooding that collects in low lying areas because of pavement in certain parts of the city are also a concern. They expect more areas of flooding to have stronger impacts. In summary, sea level rises will impact flooding, and flooding will likely exceed the 100-year and 500-year flood plains. It is possible that FEMA could change the areas, but since it is based on past flooding it will take some time for those areas to expand.

Commissioner Michal asked why the north Getchell neighborhood would have a higher economic vulnerability. Ms. Seibert explained this has to do with extreme heat and more climate-exposed occupations.

Ms. Seibert continued to present the results regarding the physical vulnerability assessment (infrastructure and natural assets). For transportation they found there are some public transportation routes that are already in flood zones and some in priority routes in downtown and through I-5. Some pieces of transportation infrastructure are likely to be impacted by landslides. These are more likely to happen when steep slopes are saturated by heavy precipitation. Additionally, priority routes along the east side of Marysville and some gas stations, bridges, and tunnels are bordered by landslide risk areas.

Heat events are going to increase demand for energy, especially air conditioning. That stress on the system can lead to more power outages. At the same time, they know that

climate impacts are likely to impact the availability of hydroelectric power. This could also lead to more frequent power outages. More frequent and intense floods can damage power lines and utility poles. Sections of the Olympic Pipeline, which passes through Marysville, lie in the 100-year and 500-year floodplain so corrosion is a risk.

Marysville's water and wastewater treatment plants are likely to experience more frequent flooding. Both are in the 100-year floodplain. Sea level rises will pose a risk to the City's sewer facilities. Flooding is the most significant risk to the water and wastewater systems. As sea level rises there could be more saltwater intrusion into those areas as well. Stormwater facilities are also located in the 100-year and 500-year floodplain areas and areas that are likely to be covered by sea level rise by 2080. This includes storm drains, stormwater outfalls, and low impact development infrastructure. More intense storms and flooding events could increase storm runoff which could overwhelm stormwater management systems or introduce pollution management issues due to backups.

The biggest impact to natural systems is the risk of flooding. Most of the shoreline and Ebey Slough are in the 100-year floodplain and 500-year floodplain. As those are flooded more often there is more risk of erosion, more damage to habitats, and more risk of disruption of critical ecosystems. On a regional scale, salmon mortality is likely to increase due to habitat threats - warmer stream temperatures, low stream flows, and flooding. Increasing summer temperatures and more extreme rain patterns are going to distress the urban forests in Marysville. As temperatures rise, they will be exposed to insects and disease outbreaks. Risks like flooding and landslides are also likely to contribute to tree mortality. Trees located in the floodplain, near the shoreline, and near hazard areas are at increased risk.

Commissioner Zhu referred to the list of considered indicators for infrastructure and asked if bike lanes and sidewalks were part of this. Ms. Seibert explained that they were not included. For transportation infrastructure the consultant focused on critical infrastructure; however, areas located in floodplains are definitely at risk for impacts.

#### Recommended Policies:

- **Adaptation Policies** - Update the CVA periodically to make sure the information is still accurate and looped into decision-making processes. These recommendations relate to public health, emergency preparedness, energy storage, grid resiliency, measures to protect critical infrastructure, ecosystem health, trees, and forests, and to address sea level rise.
- **Community Focused Policies** - These focus on social factors that make some communities more vulnerable than others. These policies relate to engaging the community, reducing displacement, protecting air quality, providing green affordable housing, food access and food security, and green jobs to help communities through the transition towards more sustainability sectors.
- **Overarching Climate Policies** - Make sure plans are aligned, incorporate a climate lens to planning, make sure that Best Available Science is used in

decision making, make sure that budgets are aligned around climate goals, take stock of the grants that are available to fund climate work.

Next steps - The group will present to City Council in May. The final draft is due June 15.

### **2023 Comprehensive Plan Map Amendment and Rezone Requests.**

- **Mavis-Undi Comprehensive Plan Map Amendment and Rezone.**

The first proposal is a request for the NON-PROJECT action Comprehensive Plan Map Amendment and Rezone of approximately 2.64 acres from R-12 Multifamily, Low Density (R-12). The rezone area is located at the northwest corner of the intersection of 169th Place NE and 27th Avenue NE. The property to the south of the subject property was developed under Snohomish County's jurisdiction in a single-family residential neighborhood capacity. When this area was being annexed to the City a buffer was put into place in the form of R-12 zoning to buffer those single-family homes and provide a transition to whatever commercial uses would occur on the property to the north. The rezone is requested as the applicant contends that the existing R-12 zoning is not compatible with surrounding land uses, particularly the commercially zoned property to the north, and that the rezone affords a small, but proactive adjustment to the zoning before incompatible development occurs.

While staff appreciates the applicant's argument, staff is not supportive of a rezone from R-12 to GC without a project action being concurrently proposed. The subject property was originally zoned R-12 to provide a transition from the GC zone to the north and the residential neighborhood to the south. Many uses in the GC zone would likely garner staff's support for the property to be rezoned; however, there are many other uses that are allowed in the GC zone which would not be desirable at this location given the potential to adversely impact the neighboring residential uses. Staff has provided examples of uses that would likely be supported at this location and advised the applicant that a rezone request from R-12 to GC could be submitted anytime during the year without requiring a concurrent Comprehensive Plan map amendment given that the adjacent zoning is GC and the requested rezone area is under 10 acres. Staff has recommended that the applicant submit a proposal once the use is known through the pre-application process so that feedback can be provided on the proposal prior to incurring the time and expense associated with preparing a formal land use application.

One citizen provided a letter on behalf of the Lakewood Meadows Association expressing similar concerns regarding a rezone from R-12 to GC without knowing what the proposed development would be and what impacts it would have on the adjacent residential uses. Staff spoke with the citizen regarding their concerns and has added them as a party of record for this proposal to ensure that they have an opportunity to follow the process and provide input as desired.

Commissioner Andes asked about doing a developer agreement. Ms. Gemmer explained that would probably be more than is needed in this case.

Commissioner Andes referred to a piece of property to the northwest of that property that is GC but is indicated with a different color. He asked why the colors are different. Ms. Gemmer explained this image was included with the memo, and the label is in the wrong place.

Commissioner Michal asked if the current owners want to develop it or if they want to sell it. Ms. Gemmer explained it is owned by two people. Her understanding is that their goal is to sell it.

There was agreement that staff's recommendation is reasonable.

Ms. Gemmer explained staff is encouraging the applicant to pursue other methods. If they choose not to withdraw the request, staff will present a recommendation that the rezone not be supported. Staff wants to make sure what ends up going there does not end up adversely impacting the neighbors.

- **51st Avenue Comprehensive Plan Map Amendment and Rezone**

Principal Planner Gemmer introduced this map amendment and rezone request. As part of the 2023 Comprehensive Plan Amendment docket, KM Capital, LLC filed a request for the NON-PROJECT action Comprehensive Plan Map Amendment and Rezone of approximately 48.01 acres from Light Industrial (LI) to R-18 Multi-family, Medium Density (R18). This is located at the southeast corner of the intersection of 152nd Street and 51st Avenue NE. This is in the Cascade Industrial Center (CIC); however, having this property zoned R-18 would be more compatible with the adjacent multifamily development to the immediate west and the single-family developments to the south and to the east. The site also has good access to transit and arterials which are other expectations in the Comp Plan for a zoning change to R-18. It would supply a significant amount of housing. The primary reasons staff is supportive of this change is that it would afford a better transition to the adjacent single family and multifamily zoning and is buffered from the industrial to the east via a significant critical area. Staff is supportive of the rezone request given the unique site circumstances.

Chair Leifer asked how they could take that many acres out of the Cascade Industrial Center since it was approved by the Regional Council and everybody else. He recalled that it had to encompass areas clear down to 128th to get in enough land. Since then, in discussions they have had such as doing an Overlay along State Avenue with General Commercial have been met with resistance because they don't want to reduce the industrial area. At the last meeting they had a big discussion about RV parks and that there was no place to put them, especially in light industrial because it would encroach on the light industrial area. He thought this was very inconsistent and was curious how they could justify removing 48 acres for this.

Ms. Gemmer referred to the matter regarding an overlay along State Avenue/Smokey Pt. Blvd to allow for commercial uses within a certain distance and explained that the idea hasn't been discarded. It just hasn't been investigated yet. She referred to Chair Leifer's initial question of how this got in the Comprehensive Plan but did not get translated into the code. After much research she was unable to find out what happened. It appears it simply got dropped somewhere. Chair Leifer asked if anybody reviewed the Planning Commission minutes from back when Steve Muller was Chair. Ms. Gemmer said they could not find anything in the code. She stressed that staff still needs to investigate whether the desired zoning change is possible.

Chair Leifer said that CAO Hirashima had indicated a few years ago that she would get it taken care of. Director Miller clarified that it was adopted in the Comp Plan but it appears that the subsequent research and code change never happened. Chair Leifer gave some background on this. He recalled that the Planning Commission acted unanimously to recommend that this be done. His recollection was that CAO Hirashima was going to move forward with it. Director Miller stated that staff will evaluate it when they update the Comprehensive Plan.

Chair Leifer asked how they could dilute the Cascade Industrial Center by almost 50 acres and still maintain the centers designation. Ms. Gemmer added that this is supported because this is seen as a good transition with the residential all around it. Chair Leifer expressed concern about the impacts of removing that much of the area. Director Miller explained that when she looked into it, she was informed they would not lose the centers designation status with this change. A change of less than 10% of the overall area is considered a minor amendment and can be processed administratively without losing any sort of status. Chair Leifer asked if taking this out could limit future options. Director Miller acknowledged it could limit future changes to the area. She would like to keep the area as intact as possible to create future jobs for the community, but this is an extremely unique location that staff feels makes sense to rezone.

David Toyer, Toyer Strategic Advisors, spoke regarding the application. He reviewed his firm's involvement with entitlements for the industrial land for about 426 acres in Arlington and Marysville that Northpointe moved forward. In addition, they have worked on a significant amount of industrial development that is permitted, entitled, and approved to be built in the CIC. They also happen to be working on this proposed rezone. He reviewed some background on the proposal and explained that the net change to the CIC is less than it appears. About a year ago ten acres of residential was converted to light industrial. This is part of the total amount they are seeking to rezone and was not part of original CIC. He reiterated that this is surrounded by residential on multiple sides and would serve as a good transition. He thinks it is important to look at 152nd as a transition point for the arterial. He explained if they were going to do industrial in this area, they would need a truck access out to 51st. By making this residential it puts workforce housing close to where the light industrial is going in the future. It also helps to separate industrial development and truck traffic to the north of 152nd. He commented on the UGA expansion to the east of the railroad tracks. He explained how Edgecomb Creek along the west side of the railroad track is a challenge

to providing a rail spur or rail siding on the west side of the tracks. You can't fit it in south of 152nd and can't make it work north of 152nd unless you add a second at grade crossing which wouldn't be supported by the UTC. The appropriate place if you were looking for something that needed some level of rail service would be to have industrial that matches on the east side of the railroad track to be able to provide an appropriate location for that to be planned. He spoke to the importance of viewing the Comp Plan as a living document. He noted that there is a substantial area on the east side of this proposed rezone that is wetlands which is already starting to be restored as part of Northpointe's project to restore Edgecomb Creek. There is additional restoration work that is scheduled to be done in the next couple years that will provide a more cohesive and feasible approach as to how this area should be planned out.

Commissioner Andes asked how many units they expect to get out of the area. Mr. Toyer estimated 768 units.

Commissioner Jordan said he lives in the area. He is not opposed to this but expressed concerns about increased traffic especially if 156th does not get the off-ramps. They are already inundated with trucks and have issues with stormwater and flooding.

Chair Leifer asked what happened to the idea of putting a regional stormwater pond in that site. Mr. Toyer explained that when they looked at that early on there wasn't buy in from all the property owners that was needed. Additionally, this is a pretty flat area, and it is hard to move water. One of the benefits of Edgecomb Creek is having the stormwater treated and ultimately end up back in the creek where it should be to support flows year-round. The ponds out there are designed to move the water in that direction but the further away you get from the area the harder it is. Also, as you get closer to the airport the preference of the FAA is to have no standing water whatsoever.

Chair Leifer asked about staff's response to Kristin Kinnamon's concerns. Ms. Gemmer explained that most of these had been responded to by Mr. Toyer. This should be fleshed out better with the revised SEPA checklist at the next meeting. Regarding transportation concerns, there are a lot of intersections in the area that are approaching Level of Service issues, not specific to this development. This is something that the transportation division has a good handle on. They have provided some global comments about traffic concerns that will likely need to be addressed in the future but not at this phase.

## **DIRECTOR'S COMMENTS**

Director Miller explained that the House and Senate implemented the ban on single family zoning which will have serious implications for Marysville. Staff needs to review this but the topic will be coming back for discussion. In general, the State wants cities to allow 4-6 units per single family lot.

## **ADJOURNMENT**

**Motion** to adjourn at 8:40 p.m. moved by Commissioner Jordan, seconded by Commissioner Michal. **Motion passed unanimously.**

The meeting was adjourned at 8:40 p.m.

*Angela Gemmer for*  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – May 9, 2023**

**Meeting Minutes**  
**May 23, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order noting the absence of Kristen Michal and the permanent absence of Commissioner Roger Hoen. He explained that Roger had passed away recently after a battle of abdominal cancer. He praised Roger's participation on the Planning Commission and his commitment to the community. He served honorably on the Commission and will be missed.

Present: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Jerry Andes, Commissioner Shanon Jordan, Commissioner Zebo Zhu

Absent: Commissioner Kristen Michal (excused)

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

**APPROVAL OF MINUTES**

**Motion** to approve the minutes of the April 25, 2023 meeting as presented moved by Commissioner Andes, seconded by Commissioner Jordan. **Motion passed unanimously.**

**AUDIENCE PARTICIPATION - None**

**NEW BUSINESS**

- **Mavis-Undi Comprehensive Plan Map Amendment and Rezone**

Principal Planner Gemmer reviewed this item as previously discussed. Staff has looked at the request and feels it is most appropriate to bring it forward in the future through the with a concurrent project action. Prior to submitting a formal land use action, a pre-application would be required to be submitted so that feedback can be provided on the proposal prior to incurring the time and expense associated with preparing a formal land



use application. Staff's recommendation at this point is to bring it back in the fall with a recommendation to not approve the rezone.

Chair Leifer asked what the main concern would be with conditioning a rezone. Principal Planner Gemmer explained that at least a third of the uses in the General Commercial zone would not be compatible with an existing residential neighborhood across the street. The City has done developer agreements in the past, but typically it is for larger projects because it is complex and there is a lot of staff time required. She also expressed concern about providing differential treatment for this applicant compared to others that might request a rezone. Additionally, this is one of the most heavily constrained traffic areas in Lakewood with the 27th Avenue intersection approaching inadequate level of service. The level of traffic analysis required for a Comprehensive Plan amendment and rezone is typically very minimal compared to what they would see with a future project action. There are already significant concerns about the level of service in the area.

Commissioner Zhu asked for examples of incompatible uses. He also asked if there is a rubric to define or quantify what is compatible or not. Ms. Gemmer replied there is not a rubric, but it is generally things that probably would not be ideal by a single family neighborhood. Some examples include a contractor's office and storage yard, a gas/service station, automotive repair, governmental uses (public utility yard), shooting range, etc.

Vice Chair Whitaker asked for clarification about the intent of the application. Principal Planner Gemmer reviewed this. Vice Chair Whitaker said he agreed with staff's opinion in order to maintain the buffer with the residential areas.

Jerry Osterman, 2605 169th Street NE, Marysville, commended the City for working with the neighborhood as development has occurred. It seems to be developing well in accordance with the plans that were put in process in 2005. He thanked them for being concerned about their concerns. Chair Leifer asked if they agree with the multifamily designation. Mr. Osterman replied that they do.

**Motion** to move the Mavis-Undi Comprehensive Plan Map Amendment and Rezone to a public hearing moved by Vice Chair Whitaker, seconded by Commissioner Andes.  
**Motion passed.**

- **51st Avenue Comprehensive Plan Map Amendment and Rezone**

Principal Planner Gemmer summarized this item as previously discussed. Staff is supportive of the rezone request given the unique site circumstances. While staff is generally not supportive of LI zoned land within the Cascade Industrial Center (CIC) being rezoned to residential, in this particular location, staff believes that multi-family zoning would be more compatible with the adjacent residential zoning, and existing and proposed uses to the west, south and east, and generally concurs with the points raised by the applicant. Staff requests that the Planning Commission make a recommendation

that the rezone request be scheduled for a public hearing in the future (date to be determined).

Commissioner Andes expressed concerns about taking away so much land from the CIC. He thinks about 10 acres (the most southerly part) would be sufficient for multifamily. That is the same section line as the north line of Creekwalk Estates east of the railroad and the north line of the R18 development across the street. It makes a good stopping point for residential and allows 30+ acres to remain in the CIC. The City has worked hard over the past years to get this area approved. It would be a shame to start taking bits and pieces away.

Commissioner Zhu noted that the actual land reduction is only 1-2% which he feels is minimal. Also, the new residential area would help with some of the traffic issues in the area by providing homes closer to jobs in the CIC. He stated that he is in support of this.

Ms. Gemmer noted there is a pending UGA docket at the west side of 67th Avenue and the north side of 152nd Street. This will be a larger acreage that will help offset the decrease in industrial land there. She acknowledged there are a variety of factors to consider. It is a sizable amount of housing that will be provided. Not having the industrial traffic diverted southward is significant. The boundaries provide a transition point here. She thinks this is the last change staff would be able to support for the area in terms of changing from industrial to residential.

Commissioner Andes referred to the proposed UGA expansion area and noted that it is not a very good site because of all the wetlands. He thought they had discussed at one point that it would be a good point for a regional pond. Chair Leifer agreed that they had talked at length about this property which is some of the wettest property in the area. Ms. Gemmer explained that any critical areas encumbrances will need to be analyzed and buffered and put into tracts for permanent protection. If there are areas that would lend themselves to being filled, the applicant would have to get the applicable state and federal permits and mitigate for any critical area impacts. Chair Leifer wondered how much net usable land there would really be.

Chair Leifer reiterated that he is not in support of taking this out of the industrial designation. He is concerned that removing this piece takes away the opportunity to do anything in addition all the way up to Smokey Point along the main corridor. It would inhibit the ability to make any changes up there to convert light industrial to a higher and better use. He also noted that historically the City has taken the position that apartments are not desirable because of the resources they require in terms of police, fire, etc. He also agreed with Commissioner Andes that a smooth transition to 10 acres would accomplish the same thing. Regarding the amount of the land (1-2% of the area), he said it wasn't so much the absolute number but the principal of the thing.

Chair Leifer asked what the setback from the creek along the railroad would be. David Toyer, Toyer Strategic Advisors, explained it is part of the whole relocation of Edgecomb Creek and is established as a habitat restoration area. Chair Leifer asked

about the setbacks from the pipeline and expressed concern about being too close to the pipeline and the potential for catastrophe. Ms. Gemmer replied that the setbacks are determined by the pipeline company. Mr. Toyer concurred that it is something that is worked out with the pipeline company.

Chair Leifer asked if there are any preliminary site layouts for the apartment complex. Mr. Toyer indicated they had provided some information to staff about the number of buildings and the estimated unit count based on a mockup of what they think could fit on the site. The unit count is estimated to be 768 apartment units. He indicated he would bring back more information for the public hearing. Chair Leifer also wanted to know what the setback is from the edge of the new sensitive area. Mr. Toyer explained that it would be the same as what would be allowed with any industrial development. Ms. Gemmer said she could measure out a couple points. The closest point would be 79 feet. Other places are considerably further away. There would be an additional 15-foot structure setback from the edge of the buffer.

Commissioner Whitaker commented on how hard the City has worked on this area and the importance of maintaining industrial land within the CIC. He is interested in seeing more information from the applicant.

Commissioner Andes noted that there are 768 apartment units proposed, but there is no guarantee of how many of those residents will be working in the CIC. Chair Leifer noted that no matter where they work, there will be considerable impact to Shoultes Road. There was discussion about future road plans in the area. Mr. Toyer noted that the City has plans to make 152nd Street five lanes, and the project's frontage improvements would reflect that. Chair Leifer noted that his previous recommendations to have a minimum of a five-lane road from the airport to 1st Street which had been shot down.

Commissioner Jordan asked about potential impacts to schools in the area. Mr. Toyer explained they responded to that in their response materials in the packet. For the public hearing he will put together a slide deck that addresses this and other questions raised tonight. He summarized that they did look at school capacities.

**Motion** to move the 51st Avenue Comprehensive Plan Map Amendment and Rezone be moved to a public hearing moved by Vice Chair Whitaker, seconded by Commissioner Zhu. **Motion passed.**

**DIRECTOR'S COMMENTS** - None

## **ADJOURNMENT**

**Motion** to adjourn at 7:32 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Zhu. **Motion passed unanimously.**

## **ADJOURNMENT**

The meeting was adjourned at 7:32 p.m.

*Angela Gemmer for*  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – June 13, 2023**

**Meeting Minutes  
October 10, 2023**

**ROLL CALL**

Chair Leifer called the Planning Commission meeting to order at 6:30 p.m. noting the presence of all commissioners, staff, and several people in the audience.

Present:

Commission: Chair Leifer, Commissioner Kemp, Commissioner Zhu, Commissioner Andes, Vice Chair Whitaker, Commissioner Michal, Commissioner Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer, Planning Manager Chris Holland (via Zoom)

**APPROVAL OF MINUTES**

- September 26, 2023 Minutes

**Motion** to approve the minutes as presented moved by Commissioner Andes, seconded by Commissioner Kemp.

**AYES: ALL**

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**

- **Hearing 1 – Mavis-Undi Comprehensive Plan Map Amendment and Rezone**

Staff Presentation: Principal Planner Gemmer reviewed this Non-Project Action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC). It is located at the northwest corner of 169th Place and 27th Avenue in the Lakewood neighborhood. The recommendation of staff as outlined in the Staff Report is to disapprove the proposed rezone because there is an alternate process in the code to allow for rezones

to the contiguous zone if the property is ten acres or less. The alternate process would not require a Comprehensive Plan amendment. Staff has concerns about the wide range of uses that could be pursued on the property, impacts to the neighborhood to the south as well as impacts to the intersection of 27th Avenue and 172nd Street. They have received feedback from the single-family neighborhood to the south with similar concerns. Staff is recommending a project action rezone which would be available at any time during the year.

#### Commissioner Questions for Clarification:

Commissioner Andes wondered if something like a mixed use zone would work better there to transition from the single-family to commercial. Ms. Gemmer said staff would like to see how the site is laid out and what impacts to the neighborhood to the south would be. In general, she thinks that there would be a warmer reception to a mixed use development, a grocery store, restaurants, or other things the neighborhood could use.

Commissioner Whitaker commented they had a good discussion on this last time they discussed it, and he agrees with staff's recommendation.

Director Miller reviewed hearing procedures.

The public hearing was opened at 6:38 p.m.

#### Applicant Presentation:

David Toyer, Toyer Strategic Advisors, land use consultant for the applicant, distributed copies of the PowerPoint presentation and other materials to the Planning Commission. He reviewed a map of the property and pointed out that one of the things allowed in a general commercial zone is apartments over residential. Rezoning to general commercial would allow for mixed use potentially depending on who the developer is. He acknowledged a lot of the concerns are around the fact they don't know what the project will be. He explained that the alternative rezone process is not appropriate because it only changes the zoning and not the land use designation which makes institutional capital nervous. It also changes the approval process from administrative approval to hearing examiner approval, which is a longer, more complex process. If development weren't part of a larger project, it would create more risk for a small project based on rezone criteria. Mr. Toyer explained that general commercial wouldn't impact "transition" since it has denser landscape buffer (Type L3 vs. L2), would prevent piecemeal development, and still would allow for potential multifamily use on perimeter. The applicants have agreed to enter into a development agreement or contract rezone. Applicants want the rezone so they can be part of a larger, well planned commercial project. He stressed that even with this rezone, the rezone action tonight does not approve a development. Any development would still have to go through the development approval process. He recommended approval of the rezone. He also noted that they had included information about how they meet the rezone criteria and a mockup of staff's findings and conclusions as a starting point for discussion.

Chair Leifer asked if the applicant is comfortable with staff looking at the list of uses and eliminating uses they don't want. Mr. Toyer replied they would be. The list of uses in the document is what his client thinks is reasonable.

Commissioner Zhu referred to the list of uses and asked if they had any feedback from the neighbors about it. Mr. Toyer wasn't sure what the previous land use consultant had done but he thought there had been some conversations with staff about the uses.

Commissioner Michal asked about the difference in buffers between the two designations. Ms. Gemmer explained the current code requirements for landscape buffer. For a commercial use adjacent to an arterial, a 15-foot-wide landscape buffer would be required. That would apply to 27th Avenue. For a commercial use adjacent to a non-arterial, a 10-foot landscape buffer would be required. Mr. Toyer added that there are different layers of landscape treatment for screening. Ms. Gemmer concurred and further described the expectations for the landscape buffers.

Commissioner Michal also asked about traffic mitigation because it looks like it would be a substantial increase from multifamily to commercial. Ms. Gemmer agreed. The trip generation provided is only provided for the 2.5 acres subject to the rezone request. That area (intersection of 27th and 172nd Street) is one of particular concern. It is anticipated that a significant improvement will be required there but it is difficult to analyze without a project action.

Commissioner Andes asked if they can limit the access points off of 169th Place into the project. Ms. Gemmer said that 169th Place may be a future project's best access point but it would ultimately have to be reviewed by the City's traffic engineer. Mr. Toyer said since 169th would be the only full access, if it remains residential, they would be leaving the residential area where all the commercial traffic funnels down the middle of it.

Commissioner Zhu asked if there is a possibility to extend 25th avenue to 170th. Ms. Gemmer said that 25th will ultimately be connected on the west side of this property. There is a north-south connector contemplated at 25th which would extend from 169<sup>th</sup> to 172nd.

Chair Leifer asked if there have been any proposals on the north side of the Mavis-Undi site. Ms. Gemmer said her understanding was that it has only been preliminary inquiries and potentially a pre-application. Someone was interested in a self-service storage. There was also interest in a Chick-fil-A which could be problematic without some serious traffic mitigation measures implemented. The uses they have been approached on weren't things that the neighborhood has been requesting such as a grocery store or restaurant. Chair Leifer asked what it would look like and how beneficial it might be to take everything out the north end. He thought access on 169th might not be necessary at all if it was all combined together into one big project. Ms. Gemmer explained that the traffic engineering division is reticent to provide concrete feedback on what access would be without an actual site plan. She thought, however, that the best case scenario

would be a right in, right out on 172nd spaced as far away from the intersection of 172nd Street and 27th Avenue as feasible. The same would probably be true on 27th Avenue although that is already an incredibly challenging short stretch with tremendous traffic volumes. On 169th Place access is to be as far from intersections as possible; there is another standard that talks about aligning driveways with existing intersections whenever possible. Ultimately a site plan and more insight about the use would help to determine what the access is.

Planning Manager Chris Holland discussed access to the site regardless of the rezone. 25th will run all the way up to 172nd with a right in and right out. He discussed other traffic improvements that may be considered.

Commissioner Kemp asked if there is a revenue difference between R-12 and General Commercial for Marysville. Ms. Gemmer explained that typically residential is not something that fully covers the cost associated with it. The clear revenue generator would be the commercial use. Staff is not opposed to commercial use there; they just need more information to be able to support it.

Commissioner Zhu commented that the biggest concern seems to be that they don't know what the use will be. He wondered if there are any compromises they can make. Ms. Gemmer agreed that the concern is not knowing what the use is. The things they have been approached with in the past aren't things they necessarily want to facilitate at that location. There are also a lot of unknowns with respect to traffic and the layout of the site. There is a vehicle with the alternate process that can be used for the rezone at any time. If it was a use that there would be support for and the other issues could be addressed, staff would happily lend support to that.

Additional Applicant Testimony:

Kevin Mavis, one of the property owners, 7413 59th Street NE, Marysville, referred to the list of uses and stated that the list was checked off and given to them by city staff to inform them of what they did not want to see. Staff marked all of the uses they did not want to see from the list of all possible uses in General Commercial. The applicant said they agreed to that list.

Ms. Gemmer explained that staff was asked by the prior representative of the applicant about uses that they might have concerns about. She stated she had prepared this as a preliminary list of things that would probably not be appropriate there. It was not intended to be formal or an agreement with the applicant. Once staff began to look more carefully at this site, she noted that they had other concerns besides the use such as the layout of the site, the bottleneck of traffic, feedback from residents in surrounding area, concurrency issues, timing for the funding for the 156th Street overpass getting pushed back by the State, potential sewer capacity issues, and more. It feels much more appropriate for this request to go through the alternate process where they can evaluate it very thoroughly with a project action given the sensitive nature of everything going on in that area.



Mr. Mavis agreed the list was given to them from Ms. Gemmer. They offered at that time to do a developer agreement to address those concerns. Staff did not want to proceed in that manner.

Chair Leifer asked Mr. Mavis how much they would allow the list to be marked up. Mr. Mavis explained that staff had already gone through and marked off everything they did not want as part of the General Commercial zone, and the applicant agreed with it 100%. Ms. Gemmer said the list was provided as a courtesy to the applicant by her and was not intended to fully reflect the department. Subsequent to the preparation of the list, staff met with Mr. Mavis and his representative at that time and expressed other concerns. It was made very clear that while they were receptive to hearing the perspective on that and to potentially a developer agreement, the myriad of challenges in this location caused them to not be supportive of a developer agreement. Staff did not think that everything that is an issue there can be fully worked out without knowing the layout, etc. Staff indicated they were not interested in pursuing that option. Also, having developer agreements for small sites throughout the city is difficult to administer for staff.

Mr. Mavis explained they are just trying to get a concurrent rezone with the property to the north to make it more desirable for a future purchaser. They are property owners trying to sell their vacant property to a developer. Also, if you look at the site, 169th divides them from the property to the south. There is no entrance to the housing development off of 169th. Right now with R-12 zoning you could have townhomes or small cottage homes that would back up to a commercial zone. He wouldn't think that would be a very desirable end result. Wouldn't it make more sense to divide the commercial from residential with 169th? Finally, he finds it interesting that these small pieces of property are causing such a stress on traffic flow.

Mr. Toyer commented that staff was generally supportive of the rezone at the beginning and now a few months down the road are not supportive. It is very risky and expensive for a developer to put together a project application with the possibility of still being denied.

Public Testimony:

Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, WA, developer, commented that the shape of the property where it is surrounded on three sides by public streets or proposed public streets creates the ability to have access from 172nd from the north through a proposed commercial development to 169th with access to 27th and ultimately in the future to 25th which is planned to go north. He noted they recently developed 15 acres at the corner of Highway 9 and Soper Hill Road which has access off of Soper Hill Road with a right in, right out and access onto 87th. The developer constructed the roundabout at 87th and Soper Hill Road, all of which could be conditions of a specific land use action. When the property is rezoned for a developer who would likely end up owning all of this property they would have the ability for a

larger view of what is going to happen on the property. To propose a recommendation to rezone the property potentially subject to the list of specific uses gives any developer the ability to come in knowing the property is zoned for a commercial use and not having to deal with the residential component to the south when you have a natural barrier of 169th. He believes what the developer is asking for is very reasonable.

Gerald Osterman, 2605 169th Street NE, Marysville, WA 98271, commented that the plat of Lakewood Meadows (43 homes) was approved by Snohomish County in 2001 and annexed into the City of Marysville in 2005. The same zoning of R-12 was established to the north in order to create an adjacent compatible zoning and buffer to anticipated commercial development along 172nd Street NE. He noted that there are no significant changes in the circumstances of the property to warrant any change in the zoning classification. This proposal does not provide any proposed development or proposed uses for the public to respond to regarding noise, traffic, or other visual issues. As such, they respectfully request denial of the rezone request. He commended city staff for their dedicated service and excellent work.

Chair Leifer asked Mr. Osterman if he has any confidence that the applicant and the City could come to an agreement of some kind so that the developer could put a package together with the other landowner. Mr. Osterman replied that it is not a lack of confidence; it is a matter of wanting to be involved in the process as a resident who lives next to it. He thinks there are lots of options for the property; he just thinks the timing is not right. He shared that he has an extensive background in city management and has been involved in a lot of development proposals. There are options for development other than residential on that site. Developers have the option to acquire parcels and combine them as they did for the Target and Costco development. That takes time and effort, and it's a matter of timing. In the meantime, they wouldn't be opposed to having a residential project there. He expressed appreciation for public hearing opportunities and the ability to be involved in the process.

Mr. Mavis stated that for the parcels that he and Mr. Undi own, General Commercial is the best use of the property.

**Motion** to close the public hearing at 7:42 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Michal.

**AYES: ALL**

Commissioner Andes pointed out that according to the map there is a street that runs south from 169th Place. Ms. Gemmer acknowledged this and clarified that 26th Drive NE off of 169th Place serves Mr. Osterman's neighborhood. She stressed that she and Director Miller had met several times with Mr. Mavis and his prior consultant but there has never been an official position other than the one presented. Their belief is that there are too many unknowns that shift the risk to the City, and they do not support the rezone request.

Commissioner Zhu asked about Mr. Mavis's comment that if they keep the parcel as R-12, it will be up against General Commercial to the north. Ms. Gemmer replied that for commercial uses adjacent to residential it would require a 10-foot wide L2 landscape buffer (a semi-opaque screen).

Chair Leifer commented that he thinks the property should be used for its highest and best use which he feels is General Commercial. He is concerned that they can't agree on something with the applicant agreeing to trim down the possible land uses.

Ms. Gemmer said it would be a more appropriate to use the available alternative rezone process. Ultimately it is the Planning Commission's decision, but staff is concerned about the risk to the City.

Vice Chair Whitaker asked if a project action would help prove to staff and maybe the Commission that a rezone is necessary. Ms. Gemmer agreed that more information would be beneficial.

Commissioner Jordan said he thinks 169th makes a great buffer to move this to General Commercial and makes the property more desirable. They keep talking about road extensions, but somebody needs to pay for that. A residential builder doesn't generally have the resources to build those roads.

Commissioner Michal said she is hearing from both sides that they would like more certainty. Looking at the permitted uses document they were provided, there are probably several things still on there that you wouldn't want near a residential community. She understands why staff has made the recommendation they have and she supports that.

Commissioner Kemp commented that General Commercial looks like it could fit in there, but he would be more comfortable with a planned action.

Commissioner Zhu asked if it was possible for staff to bring a detailed list of concerns that they could talk over with the applicant. Director Miller explained it would be hard to quantify all the different uses and impacts. They have general figures but it depends on the actual use. That is actually one of the major reasons staff is requesting denial.

Commissioner Andes said he didn't feel comfortable making a decision right now.

Commissioner Jordan asked Mr. McCourt if he thought if it would make the properties to the north more valuable if this was rezoned. Mr. McCourt summarized that it is difficult for everyone because of the unknowns. He agrees that a rezone request in the future with a specific use on the property would be useful but there is no guarantee that that can be done either. If the property were rezoned you could attract a different kind of commercial developer.

Ms. Gemmer proposed that as a potential middle way they could deny the rezone but do a comprehensive map designation that says the property may be rezoned in the future subject to a traffic analysis and subject to the list of uses that were not amenable as a restriction in the developer agreement. This would still provide an ability for a public process and public comment from the neighborhood and also mitigates the key concern she is hearing from the applicant about the risk associated with the comprehensive plan designation and the zone of the property not meshing.

Commissioner Michal thought exploring that option would make sense since the Commission appears to be indecisive and divided on this issue.

Vice Chair Whitaker asked more details about the process proposed by Ms. Gemmer. Ms. Gemmer explained there would be a map amendment with a callout on the comprehensive plan map. There would be a note saying that the property may be rezoned subject to a traffic impact analysis and mitigation measures that demonstrate concurrency and adequate level of service. It would also be subject to the developer agreement that the applicant has expressed they would be amenable to. There would still be a project action route with a rezone considered by the hearing examiner. She thinks this would mitigate a huge amount of concern that has been expressed by the applicant in that there is inconsistency between the Future Land Use Map or comprehensive plan map and the zoning map. It mitigates the City's concern about traffic being properly contemplated, uses being those that are appropriate, and still gives the ability for public process before the hearing examiner.

Director Miller suggested they check in with the applicant to see if that even solves their issue.

Chair Leifer asked the applicant for his opinion. Mr. Toyer explained it's a hard thing to answer just off the cuff. One of the primary concerns is the history of what they have already been through on this site. He is leery to spend a bunch more money on the process with no certainty.

Mr. Mavis reviewed some of the background on this site. He spent \$50,000 on a cottage housing proposal years ago. After many meetings with staff it was subsequently denied by the City Council. He spent money on another traffic study for this hearing, and he isn't guaranteed anything. He would have to spend \$200,000 to design a project for this site. He commented that it is natural to combine this as one big block with General Commercial to the north. He expressed frustration with the process. He thinks their proposal works for everybody and is the highest and best use for the City.

**Motion** to approve the Mavis-Undi Comprehensive Plan Map Amendment and Rezone moved by Commissioner Kemp seconded by Commissioner Jordan.

**VOTE: Motion carried 4 - 3**

**AYES:** Chair Leifer, Commissioner Kemp, Commissioner Zhu, Commissioner Jordan

**NOES:** Commissioner Andes, Vice Chair Whitaker, Commissioner Michal

- **Hearing 2 – KM Capital LLC/51st Avenue Comprehensive Plan Map Amendment and Rezone**

The meeting went into recess from 8:29 to 8:34 p.m.

Director Miller summarized and emphasized the importance of following Roberts Rules of Order with the public hearings.

Staff Presentation:

Principal Planner Gemmer reviewed this item which is a Non-Project Action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18). The property is located at the southeast corner of the intersection of 152nd Street and 51st Avenue. Staff finds that certain of the rezone criteria are met and others are not. Specifically, staff finds that the proposal does not comply with criterion (a) that pertains to demonstrated need for additional zoning as the type proposed. Staff has done additional analysis based on buildable lands and presented to both Planning Commission and City Council that there is adequate capacity for residential growth targets through 2044 with the existing zoning and urban growth boundaries. With respect to criterion (b) they find that whether the property is light industrial or multifamily, an argument could be made that the zoning is compatible with the existing adjacent uses. With respect to criterion (c) staff doesn't feel that there are changes to the circumstances of this specific property that warrant the zoning change. The southern portion of the property was just rezoned to light industrial a couple years ago. If anything, the changes that have transpired would actually undermine the argument that it should be rezoned because most of the land in the Cascade Industrial Center (CIC) is either a developed use or an entitled use. Looking out in terms of capacity for the next 20 years, what they have until the next Comprehensive Plan update is what is within the current boundaries. The UGA expansion and concurrent rezone that was on the docket with the County is not recommended for approval by County staff so it does not appear that there is an opportunity in the near term to offset the loss of the industrial land in the CIC. With respect to criterion (d), pertaining to the property being practically and physically suited for uses allowed in the zone, an argument could be made that the property is suited to light industrial or for multifamily because a lot of the same comprehensive plan criteria could be argued for either use. Staff is recommending denial of the Comprehensive Plan Amendment and Rezone to City Council.

Commissioner Questions for Clarification:

Commissioner Andes asked why they want to change what they worked so hard to get in this area. Ms. Gemmer explained that they don't. Staff's stance has changed on this proposal. The reason staff's position changed, and they are recommending denial of the proposed rezone is they did additional residential capacity analysis and realized there is adequate residential capacity downtown, in Sunnyside, and Lakewood. In addition, they

don't want to see more industrial land lost. Initially, they thought the UGA expansion and rezone to industrial would be approved but that is not the recommendation of County staff so there does not appear to be an opportunity to offset the lost land.

Applicant Presentation:

David Toyer, Toyer Strategic Advisors, land use consultant for the applicant distributed a copy of the PowerPoint presentation. He reviewed history of this site and the need for workforce housing in Marysville. Market changes have happened as that park has been successful. He pointed out that 10.18 acres of the 49 acres of light industrial zoning was previously zoned residential and was not in the original boundary of the CIC (Cascade Industrial Center). It does not affect the amount of "core industrial" zoned lands. It only requires "minor" boundary change to the CIC and does not impact the CIC designation. He reviewed workforce housing and jobs data for the area. He stressed that this rezone is needed to keep the momentum going of what has been started out there. He stressed that there is a demonstrated need for additional zoning as the type proposed. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties. There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification. The property is practically and physically suited for the uses allowed in the proposed zone reclassification. He stressed that this will not affect CIC designation. He reviewed existing and draft policy support.

Vice Chair Whitaker asked about the total amount of industrial land in Snohomish County and how much of that is consumed with the CIC. He has heard it was a long, hard fight. Losing any kind of industrial land may be felt down the road even if it is a very small amount. Mr. Toyer didn't have that number off the top of his head but acknowledged it is an important area for industrial development. He noted that the long, hard fight to get it designated was to be able to qualify for the benefit.

Ms. Gemmer commented that the tremendous pace at which growth has occurred in the CIC has been remarkable. She explained that there are a lot of opportunities for residential to expand, but there are very limited amount of areas outside the UGA that logically lend themselves to industrial Most future UGA expansion areas would be contiguous to residential. Staff does not want to undermine the City's ability to work towards its goal of having a 1:1 jobs to housing ratio by losing industrial land. She also noted staff hasn't even looked at the impacts of HB 1110 which will expand the housing capacity even more. She appreciates that the City needs workforce housing but it doesn't need to be immediately adjacent to the employment to fit the bill.

Mr. Toyer referred to the comment about not knowing what kind of industrial development might happen. He noted that industries establish criteria for where they want to look. If you don't have the available workforce here, the opportunities that have large workforce needs won't come.

Commissioner Kemp asked how many units they were thinking of putting on this property. Mr. Toyer replied that site planning indicates they could do 768 units in three phases.

Commissioner Michal asked if they would be all rentals. Mr. Toyer replied they would be.

Chair Leifer asked if the conversion of 114 acres added to the initial size of the CIC. Mr. Toyer explained it was part of the 4,019 (combined with Arlington) from the beginning, but it was 75 acres zoned highway commercial with mixed use overlay and 39 acres zoned general commercial with mixed use overlay. He pointed out that they have general commercial zoning inside the CIC and light industrial with a general commercial overlay inside the boundary designation. He stated that Puget Sound Regional Center was concerned about the number of commercial uses that the City allowed, but there are about 130 acres of light industrial with a general commercial overlay and about 40% of that is developed with light industrial buildings. That is trending in the direction they want it to go.

Chair Leifer wanted to know if the conversion of the 114 acres made it so there was more light industrial in the MIC than there would have otherwise been. Mr. Toyer replied that it did. The change took it from 80-81% core light industrial zoned uses to 83-84%. Also, if they consider the fact that the light industrial with general commercial overlay is trending toward light industrial, they are maximizing the use of this area with light industrial. Chair Leifer asked about the 10.1 acres that was rezoned. Mr. Toyer explained it was rezoned to light industrial, but he didn't think the City ever applied for a boundary change to add that to the CIC. It is currently outside of the CIC. Chair Leifer said it seems to him that overall, they gained some industrial property in the CIC. Mr. Toyer concurred and reviewed some of the history in this area.

Commissioner Andes expressed concern about people coming to the property to the east on the other side of the railroad and trying to change everything south of 152nd to R-12. Mr. Toyer commented that is land owned by NorthPoint, and each property has to be looked at on the merits of its proposal. They don't really create precedent on these types of cases. Commissioner Andes asked why they don't wait and develop in the UGA expansion area. Mr. Toyer replied that the UGA expansion area is the only viable area for doing industrial development with rail.

Pat McCourt, NorthPoint/KM Capital, LLC, explained they are struggling with their tenant because of housing. This is consistent with conversations they have had with other prospective tenants. They believe it will be a struggle to build 4.2 million sf without providing some sort of workforce housing (assuming 4,000-6,000 employees at the NorthPoint facility). He discussed sales tax benefits to the City of Marysville and NorthPoint's commitment to provide road improvements on 152nd Street along the property frontage and also on 51st Street. There is a huge benefit to the City. He recommended approval.

Public testimony was opened at 9:52 p.m. Seeing no public comments, the public testimony portion of the public hearing was closed at 9:53 p.m.

**Motion** to close the public testimony portion of the hearing moved by Vice Chair Whitaker, seconded by Commissioner Michal.

**AYES: ALL**

Discussion:

Vice Chair Whitaker asked staff about future apartment projects in the city. Ms. Gemmer reviewed projects in the Lakewood area. Commissioner Whitaker counted about 2,100 units. None of them are constructed yet so it is all pipeline capacity that could potentially come on the market within the next year or two. Planning Manager Holland thought it would probably be about 800 apartments and 1,200 ownership units/townhomes. There are other multifamily developments further to the south end of the city but not adjacent to the CIC.

Chair Leifer commented that it seems like a project that makes sense given the need for workforce housing. Is there anything irrespective of this project that could stop us from doing a General Commercial Overlay on State Avenue? Ms. Gemmer said they don't know; they would need to check with PSRC. When they were getting the centers designation they had to eliminate certain land uses from within the industrial zone. Chair Leifer reiterated the importance of getting that overlay on the zoning maps.

Commissioner Jordan spoke in support for the zoning change to create more housing close to the CIC. He noted that it is coming with a lot of road improvements that will improve the neighborhood.

Commissioner Michal expressed appreciation for the conversation tonight. She stated she was undecided. There are compelling arguments on both sides.

Vice Chair Whitaker spoke to the importance of protecting industrial land for the future. There are a number of housing units already in the pipeline in the area. He was leaning toward not approving the rezone.

Commissioner Andes wasn't sure if people would actually want to live and work in the same area. There is no way of knowing that. He stated he would vote no on the rezone.

Commissioner Zhu agreed that there were compelling reasons on both sides. He's sees the benefit of adding more rental units near the industrial center to ease the traffic and improve the road conditions. He understands there are a lot of housing units in the pipeline. He said he was leaning toward approving the rezone proposal.

Commissioner Andes clarified that the roads would be improved whether it is rezoned or not.



Commissioner Kemp said that people living in the CIC wouldn't necessarily be working in the CIC. He was not in favor of the rezone because of the importance of protecting industrial land.

Commissioner Michal said the argument to keep the industrial land made the most sense to her given the housing they have in the pipeline.

Chair Leifer said he would support the rezone.

**Motion** to deny the KM Capital LLC/51st Avenue Comprehensive Plan Map Amendment and Rezone moved by Vice Chair Whitaker seconded by Commissioner Kemp.

**VOTE: Motion carried 4 - 3**

**AYES:** Commissioner Kemp, Commissioner Andes, Vice Chair Whitaker, Commissioner Michal

**NOES:** Chair Leifer, Commissioner Zhu, Commissioner Jordan

The meeting recessed from 10:26 until 10:30 p.m. The meeting reconvened at 10:30 p.m.

- **Hearing 3 – Downtown Master Plan (DMP) and MMC Chapter 22C.080, Downtown Master Plan Area – Design Requirements Amendments**

Staff Presentation:

Principal Planner Gemmer reviewed the proposed amendments to the Downtown Master Plan which were reviewed in depth at the last meeting. The most important changes are the expansion of the Downtown Master Plan Area, the rezone of a portion of the Riverwalk project (about 3.5 acres), some parking flexibility added to the Main Street zone, a reduction of residential density requirements in certain multifamily zones, and addition of minimum density expectations in lower density multifamily zones. Staff is recommending approval of the amendments.

Public Testimony:

Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, WA, requested a brief overview of what has been proposed for the benefit of the members of the public who haven't heard it before.

Principal Planner Gemmer explained that one of the main changes is to expand the Downtown Master Plan boundaries by about 3.5 acres and to rezone a portion of the Riverwalk site from light industrial to downtown core to facilitate the project that the City has an assemblage of for the sports complex and associated companion uses. There are various density and dimensional changes. There was a minimum density in certain of the zones. They are lowering that to 20 units per acre. They are also proposing to add a minimum density in the multifamily zones to help facilitate development. There are various changes to reconcile discrepancies between the Downtown Master Plan

and the code. There is also an expansion of parking flexibility allowed for the Main Street zone for buildings under 10,000 sf. There is also a provision to weave a townhouse minimum open space requirement in code which is more flexible than what would apply broadly throughout the community but would be comparable to what is required in the multifamily zone already.

Mr. McCourt asked why they were supporting rezoning of light industrial to multifamily in the downtown area and not in their proposal in the CIC where the workforce is. Ms. Gemmer replied that the argument made on the prior hearing was that 1% loss of industrial land had a nominal or negligible impact upon the capacity of employment within the CIC. Here, the portion of the property that is slated for the minor rezone is an area the City has long had an assemblage of properties that they would like to facilitate development of. To smooth the development of the property it makes more sense to zone it all the same. The corner of the property that is specifically the subject of the rezone has no capacity in terms of either commercial or industrial to her knowledge. She thought a stormwater facility was proposed for that tiny corner.

**Motion** to close public testimony at 10:39 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Andes.

**AYES: ALL**

**Motion** to approve staff's recommendation to recommend approval of the Downtown Master Plan (DMP) and MMC Chapter 22C.080, Downtown Master Plan Area – Design Requirements Amendments to City Council moved by Commissioner Kemp seconded by Vice Chair Whitaker.

**AYES: ALL**

### **DIRECTOR'S COMMENTS**

Director Miller thanked everyone for the long meeting and complicated hearings. She stated they would go over Roberts Rules for the future.

### **ADJOURNMENT**

**Motion** to adjourn the meeting at 10:41 p.m. moved by Vice Chair Whitaker seconded by Commissioner Michal.

**AYES: ALL**

NEXT MEETING – October 24, 2023



*Minutes approved by Haylie Miller, CD Director*

# KM CAPITAL 51<sup>ST</sup> AVENUE REZONE

## APPLICANT SUGGESTED ALTERNATIVE FINDINGS & CONCLUSIONS

1. KM Capital, LLC, applicant, is proposing a NON-PROJECT action rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18).
2. The proposed rezone area is located within two Neighborhood Planning Areas as designated in the Comprehensive Plan. Assessor's Parcel Number (APN) 31053400300300 is located in the Shoultes Neighborhood – Planning Area 9, and APNs 31053400200800 and 31053400200700 are located in the Smokey Point Neighborhood – Planning Area 10.
3. On-site critical areas consist of Wetland AH, Edgecomb Creek, and the 51<sup>st</sup> Avenue East Ditch. Wetland AH is a Category II wetland requiring a 100 foot buffer and Edgecomb Creek is a Type F stream requiring a 150 foot buffer. The 51<sup>st</sup> Avenue East Ditch is regulated as a wetland by the City of Marysville and Department of Ecology (DOE); however, the United States Army Corps of Engineers (USACE) has determined that the ditch is not a federally regulated Water of the United States. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.
4. Access to the NON-PROJECT action rezone site is currently provided via both 51<sup>st</sup> Avenue NE and 152<sup>nd</sup> Street NE, and it is anticipated that a future project for the site would continue to have access to both streets. A robust network of streets has been planned for the Smokey Point Master Plan Area, which the majority of the rezone site is part of, in both the City's 2015 Comprehensive Plan Transportation Element and the Smokey Point Master Plan.
5. The proposed NON-PROJECT action rezone is **not** consistent with all of the pertinent development goals and policies in the Marysville Comprehensive Plan pertaining to multi-family residential, including but not limited to:

### **Arlington Marysville Manufacturing Industrial Center Subarea Plan:**

AMMIC-ED-4.1: Ensure that City zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.

### **Marysville Comprehensive Plan**

HO-18 - Provide affordable housing opportunities close to places of employment.

HO-19 - Consider the location of traffic routes, transit, bike and pedestrian trails, in locating new housing.

LU-24 - Distribute higher densities in appropriate locations. Locate in residential areas where they will not detract from the existing neighborhood character. Locate near employment and retail centers, and to transportation corridors as appropriate.

6. The proposed NON-PROJECT action rezone complies with ~~two of~~ the four rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*, including:
  - Satisfying criterion (a) by demonstrating there is a need for additional multifamily housing to continue to support the successful development of the CIC based on the following:

- Policy AMMIC-ED-4.1 calls for the city to “ensure that city zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.”
- According to the city’s Housing Action Plan, the median home price in 2022 climbed to over \$600,000 (at 7.3% interest, 5% down, the monthly payment is \$5003.65, including principal, interest, taxes, insurance, HOA fees, etc.) and multifamily rents have risen 53% to an average of \$1,685.
- Only 30% of the city’s current housing inventory consists of rental units and 49% of renters are cost burdened.
- Snohomish County has initially allocated 14,253 housing units to Marysville by 2044 with 7,090 housing units require for those making at or above 120% the adjusted median income.
- City lacks rental housing options near the CIC where city’s employment growth is concentrated.
- Satisfying criterion (b) by demonstrating consistent and compatible with uses and zoning of the surrounding properties as the proposed rezone would provide for a transition zone of higher density housing between the industrial zoning and the adjacent single family neighborhoods to the west, south and southeast of the rezone site.
- Satisfying criterion (c) by demonstrating significant changes in the circumstances of the property to be rezoned or changes to surrounding properties to warrant a change in classification based on the following:
  - The CIC was designated in 2019 and since entitlements began in 2020 the market conditions have rapidly evolved as land was consolidated quickly into large industrial projects. This has influenced site design and building footprints, which are different than the scale contemplated in the 2018 plan.
  - There is roughly 1.7MM square feet of new industrial space finished or under construction in Marysville near this site and >3 million square feet of industrial space that have been constructed in the Arlington portion of the CIC.
  - The city’s 2018 subarea plan for the industrial center noted that one of the six key assets of the area was:  
**“Location near affordable workforce housing. Many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need. Approximately 45% of the AMMIC [CIC] employees live less than 10 miles of the subarea, reflecting the appeal of the immediate vicinity for employees.”**
  - NorthPoint owns this 49 acres, which acreage is part of a 426-acre industrial park spread across Marysville and Arlington. NorthPoint has development agreements with both cities with plans to develop ±4.2 million square feet of industrial space. Rapid industrial growth has Business which they are seeking as future tenants are concerned about there is a deficit in “the supply of workforce housing” and significant competition to attract future workforce to jobs in the area.
  - The CIC at the time of its certification more than exceeded the 75% minimum requirement for core industrial zoned properties (having over 80%).

- The percentage of the CIC devoted to core industrial uses was increased in 2020 as a result of rezones in Arlington that converted ±114 acres from Highway Commercial and General Commercial (with a mixed use overlay) to Light Industrial.
  - Satisfying criterion (d) by demonstrating the property is practically and physically suited for the uses allowed in the proposed zone reclassification based on the following:
    - Properties physical characteristics, including its shape and the impact of the relation of Edgecomb Creek into a habitat mitigation corridor, which results in only ±24 of the ±49 acres being developable.
    - That the property is similar in physical characteristics as the R-18 zoned and developed properties to the west.
    - The property can physically and practically support the same or similar improvements required on 51<sup>st</sup> Avenue and 152<sup>nd</sup> Avenue as must be completed by the existing industrial zoning.
    - The proposed rezone adjusts the boundary of the CIC by less than 1% of its total size, does not substantively impact the percentage of the area devoted to core industrial uses, and can be processed as a “minor boundary adjustment” under the Puget Sound Regional Council (PSRC) administrative policies.
7. As of the date of this report, written comments expressing concerns about the rezone were provided from one citizen. The concerns presented are summarized and addressed in Section 5 of this report. The Applicant has satisfactorily addressed these comments concerning traffic, transit and student generation/school capacity in supplemental materials they submitted to the record in May 2023.
  8. The proposed NON-PROJECT action rezone will make appropriate provisions for the public use and interest, health, safety and general welfare as it will support the continued, successful development of millions of square feet of industrial development and the creation of thousands of new jobs in Marysville.
  9. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 20**). The appeal period expired on August 10, 2023; no appeals were filed.
  10. A duly advertised public hearing has been scheduled before the Planning Commission on Tuesday, October 10, 2023 at 6:30 pm in City Hall Council Chambers to consider the NON-PROJECT action rezone request.

The Planning Commission hereby recommends **APPROVAL** of the proposed redesignation and rezone of ±49 acres from Light Industrial to R-18.

## Cascade Industrial Center Analysis

- Officially designated as an “Industrial Growth Center” by PSRC in May 2019
- To earn and maintain the designation, it must meet the following minimum requirements:

Centers Framework	Minimum Requirement	At Time of Certification
Minimum Acreage	2,000	4,019
Existing Employment	4,000	7,773
Target Employment (Future)	10,000	20,000 (estimate by 2040)
Employment Capacity	10,000	24,800-32,700
Minimum Land Area Zoned for Core Industrial Uses	75%	81%
Employment Mix (% of industrial jobs)	50%	80%

- Zoning & Code Changes That Have Occurred Since May 2019 PSRC Certification:

### Marysville 2019

In direct response to PSRC comments during certification (May 2019), the city adopted Ordinance 3137, amending the use matrix to restrict commercial uses in the Light Industrial zone, limiting department and variety stores, agricultural crop sales, and gasoline service stations to State Avenue/Smokey Point (development condition 76), restricting hotels/motels to locations within the LI zone that are compatible with Arlington Airport aviation, and prohibiting convalescent/nursing/retirement, residential care facilities, and self-storage (mini-storage) within the General Commercial (GC) zone.

### Arlington (2020)

City approves rezones resulting in 114.32 acres converted to “Core Industrial Uses”

- National Foods Rezone – 75.12 acres from Highway Commercial with Mixed Use Overlay to Light Industrial
- NorthPoint Rezone – 39.2 acres from General Commercial with Mixed Use Overlay to Light Industrial
- The rezone’s concurrent impact on removing ±114 acres from the city’s “Mixed Use Overlay” eliminated potential development of apartments over retail within this 114-acre area.

✓ **Net Result:** 2.84% of the zoning converted from commercial to “Core Industrial Uses”

### Marysville (2022)

City approves rezone of 10.18 acres from R4.5 SF to Light Industrial + addition of area to CIC Boundary.

- Northpoint made the request to create consistent zoning across all the parcels it acquired in assembling its 426-acre industrial park.

✓ **Net Result:** Increased size of the CIC by 0.25%, added zoned area designated for Core Industrial Uses

- PSRC Adopted Formal Administrative Procedures for Regional Centers in 2021:

- ✓ Allows for boundary changes to regional centers, including Industrial Growth Centers like the CIC
- ✓ Minor changes that decrease the size of the boundary by less than 10% can include “adjustments” that better follow geographic features or topography and/or adjustments that based on updated development opportunities. See Part 1, Section B, 1(a) and (b).
- ✓ Minor changes are administratively approved by PSRC staff with an explanation of the change

- The Proposed 49-acre rezone from Light Industrial to R-18 Multifamily:
  - Is a net 39-acre reduction from the original boundary size of the CIC
  - Represents 1.2% change in the original size (4,019 acres) of the CIC
  - Land is removed from CIC

✓ **Net Result:** The proposed rezone has an insignificant impact on the CIC's certification and designation:

Centers Framework	Minimum Requirement	At Time of Certification	Comments	Impact to CIC Designation?
Minimum Acreage	2,000	4,019	Arguably, the total acreage was increased in 2022 by 0.25% (less than 1%) with approval of the 10.18-acre NorthPoint rezone. The proposed rezone of 49, which removes a net total of 39 acres from the original size of the CIC, would reduce the area of the CIC by 0.97% (less than 1%).	No. Area still exceeds minimum threshold.
Existing Employment	4,000	7,773	According to both cities' marketing of the CIC, the area was on track to add 2,000 jobs in high-tech manufacturing, packaging, and distribution in 2021. The CIC is approaching 10,000+ existing jobs as of present.	No. Area still exceeds minimum threshold.
Target Employment (Future)	10,000	20,000 <i>(estimated by 2040)</i>	According to both cities' marketing of the CIC, the area is projected to create an additional 12,000 new jobs by 2040.	No. Area still exceeds minimum threshold.
Employment Capacity	10,000	24,800-32,700	Figures in the subarea plan for the CIC indicated an employment density range of 5 to 14 jobs per gross acre was assumed for planning. Using an average of 9.5 jobs per acre, the original rezoning and removing the original 39 acres ( <i>not the full 49 acres resulting from the 10.18-acre rezone in 2022</i> ) from the CIC might result in an average net reduction of ±370 jobs from the original projection or between ±1.13% to ±1.49% of original jobs total.	No. Area still exceeds minimum threshold.
Minimum Land Area Zoned for Core Industrial Uses	75%	81%	With Arlington's 2020 rezones, the zoned land devoted to Core Industrial Uses was increased to ±84%. The proposed rezone has a net impact of 0.97% (less than 1%).	No. Area still exceeds minimum threshold.
Employment Mix (% of industrial jobs)	50%	80%	With the 2020 rezones in Arlington, the percent of employment devoted to industrial jobs would have been adjusted further upwards as commercial zoning was converted to industrial zoning, decreasing future commercial employment. With a projected net impact of ±370 jobs, the proposed rezone would have an insignificant effect on the employment mix which already exceeds the threshold.	No. Area still exceeds minimum threshold.

## Other Core Routes

Other core routes in Community Transit's system generally provide direct and frequent service between major destinations (Figure 0-2). In addition to Swift, core routes include the 101, 105, 115, 116, 196, 201 and 202. These are the trunk lines of Community Transit's local service network, providing the fastest way to get between major destinations on the bus. Over time, some of these corridors will transition to Swift service.

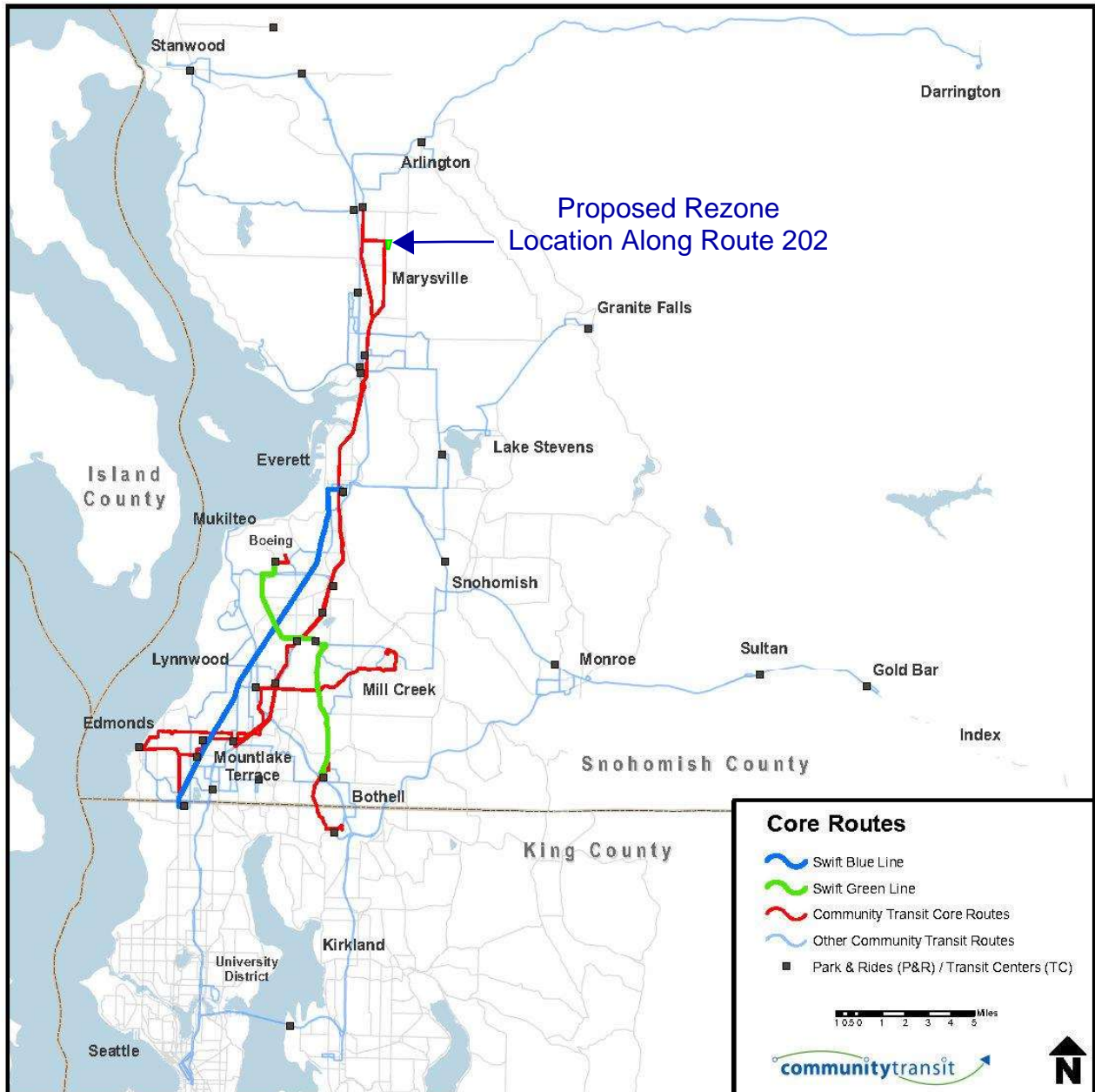


FIGURE 0-2





September 27, 2023

Planning Commission

City of Marysville

501 Delta Avenue

Marysville, WA 98270

### **51ST AVENUE REZONE**

Dear Commissioners,

As you know, NorthPoint Development acquired 426 acres of industrial land in the Cascade Industrial Center (CIC), including ±339 acres and the first building in what will ultimately be ±4 million square feet of industrial space.

When we started this project in 2020, there was very little new industrial activity in the CIC and no concern about the availability of workforce housing, however, in the years that have followed, millions of square feet of industrial space have been constructed and occupied by companies and thousands of new employees.

The result of this success is that during our marketing of Building 1 (now leased) and marketing for future buildings to be constructed, prospective tenants are expressing a growing concern that the area does not have enough workforce nor enough nearby workforce housing (market rate multi-family units) to continue to support the growth contemplated for the CIC.

NorthPoint Development has an apparent vested interest in seeing the CIC succeed. Based on the changed conditions since starting this project, we have reviewed our conceptual development plan and identified ±40 acres southeast of the intersection of 152nd Street NE and 51st Avenue as likely being better suited for non-industrial zoning and development due to its location adjacent to R-18 zoning (west) and single-family zoning (south and southeast). Having workforce housing in this location would be a benefit to the buildout of the CIC as that housing would be within ½ mile walking distance of ±2 million square feet of future industrial space on our property alone.

We've entered into an agreement with KM Capital, a strategic partner and the rezoning applicant, who intends to develop ±768 units of workforce housing should the proposed redesignation and rezone be approved.

As the current landowner of the ±40 acres in question and the largest industrial developer within the CIC, we believe that KM Capital's proposed rezone is necessary to address changes in workforce needs and ensure the long-term success of the CIC.

3315 N Oak Trafficway  
Kansas City, MO 64116

[www.BeyondTheContract.com](http://www.BeyondTheContract.com)



Regards,

A handwritten signature in black ink, appearing to read "Chad Meyer", is positioned above the printed name.

Chad Meyer

President

NorthPoint Development

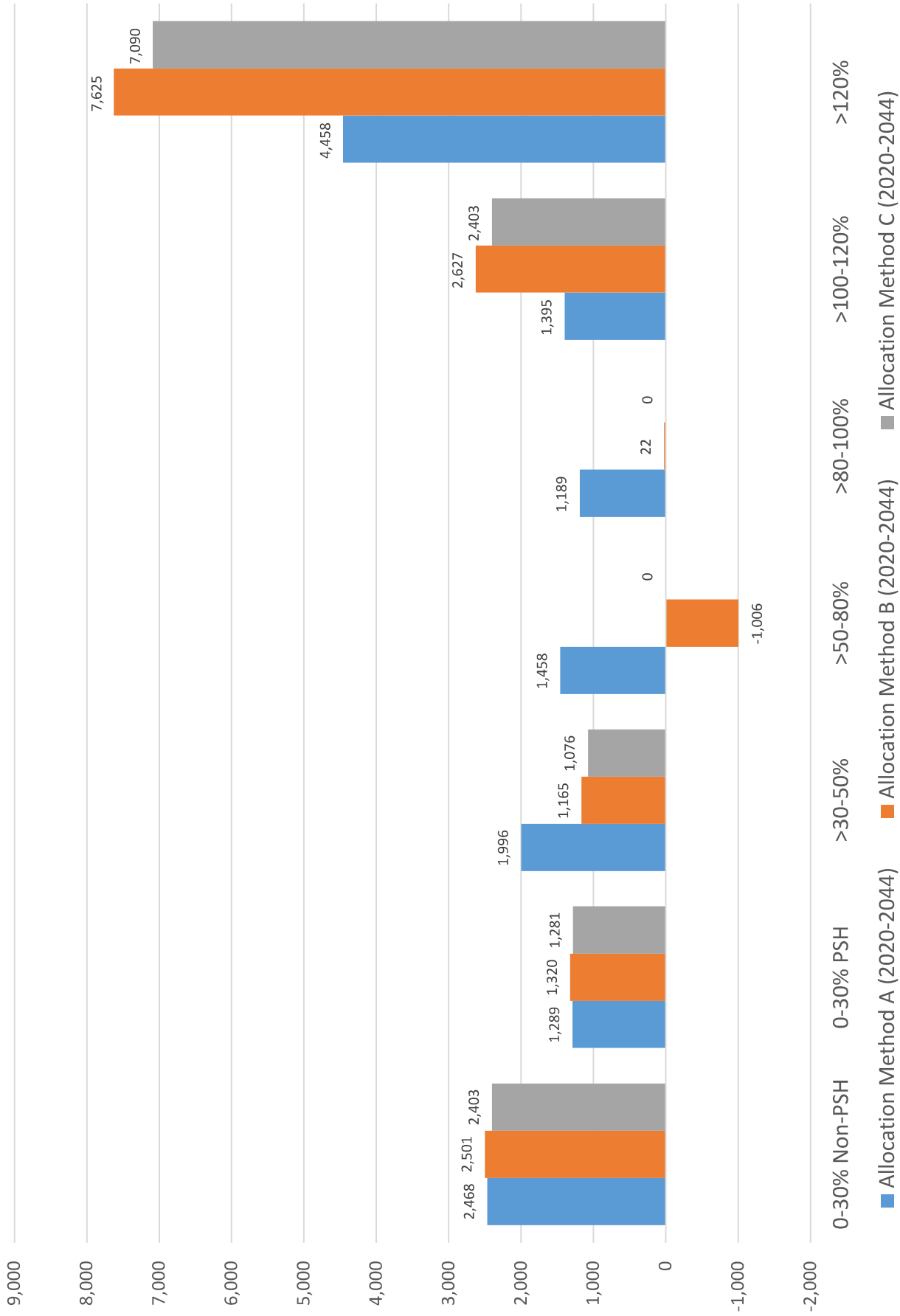
3315 N Oak Trafficway  
Kansas City, MO 64116

[www.BeyondTheContract.com](http://www.BeyondTheContract.com)

**Table 2-2 Total Occupied Housing Units**

Jurisdiction	% Owner-occupied <sup>1</sup>	% Renter-occupied <sup>1</sup>	Total Occupied Units <sup>2</sup>
<b>Metro City</b>			
Everett City	47.5%	52.5%	44,879
<b>Core Cities</b>			
Bothell City (Sno Co part)	53.0%	47.0%	7,143
Lynnwood City	71.2%	28.8%	15,401
<b>Totals</b>	<b>58.7%</b>	<b>41.3%</b>	<b>22,544</b>
<b>HCT Communities</b>			
Arlington City	65.9%	34.1%	7,365
Edmonds City	71.6%	28.4%	18,492
Marysville City	70.2%	29.8%	24,889
Mill Creek City	56.1%	43.9%	8,703
Mountlake Terrace City	53.3%	46.7%	8,764
Mukilteo City	67.9%	32.1%	8,389
Bothell MUGA	71.3%	28.7%	11,817
Edmonds MUGA	73.0%	27.0%	1,565
Everett MUGA	63.3%	36.7%	17,140
Lynnwood MUGA	51.2%	48.8%	13,874
Mill Creek MUGA	79.6%	20.4%	17,477
Mukilteo MUGA	60.6%	24.3%	5,315
Larch Way Overlap	72.0%	25.1%	1734
<b>Totals</b>	<b>66.8%</b>	<b>33.2%</b>	<b>145,524</b>
<b>Cities and Towns</b>			
Brier	89.9%	10.1%	2,377
Darrington	55.9%	44.1%	607
Gold Bar	81.4%	18.6%	865
Granite Falls	60.8%	39.2%	1,530
Index	63.3%	36.7%	72
Lake Stevens	75.8%	24.2%	12,085
Monroe	67.7%	32.3%	5,970
Snohomish	53.4%	46.6%	4,175
Stanwood	69.0%	31.0%	2,789
Sultan	74.6%	25.4%	1,808
Woodway	98.1%	1.9%	457
<b>Totals</b>	<b>71.2%</b>	<b>28.8%</b>	<b>32,735</b>
<b>Unincorporated County</b>			
Urban Unincorporated Areas*	79.2%	20.8%	13,259
Non-UGA (Rural Unincorporated)	88.9%	11.1%	47,887
<b>Overall Snohomish County</b>	<b>68.0%</b>	<b>32.0%</b>	<b>306,828</b>

### Apr-13-2023 Draft 2020-2044 Housing Allocations by Income, City of Marysville



# 51<sup>st</sup> AVE REZONE Applicant Presentation

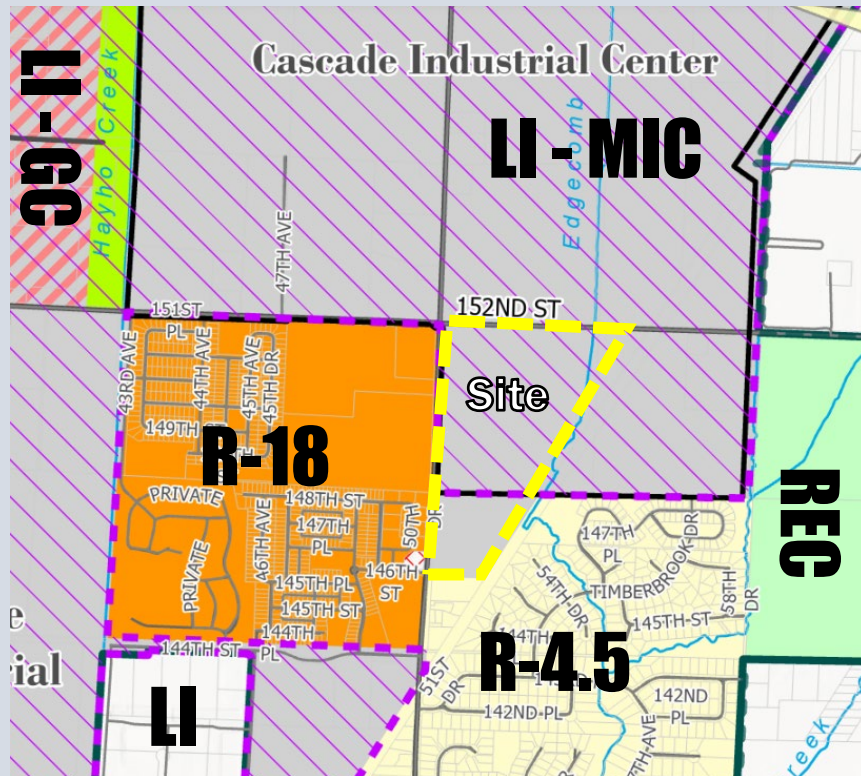


**TOYER STRATEGIC ADVISORS, INC.**

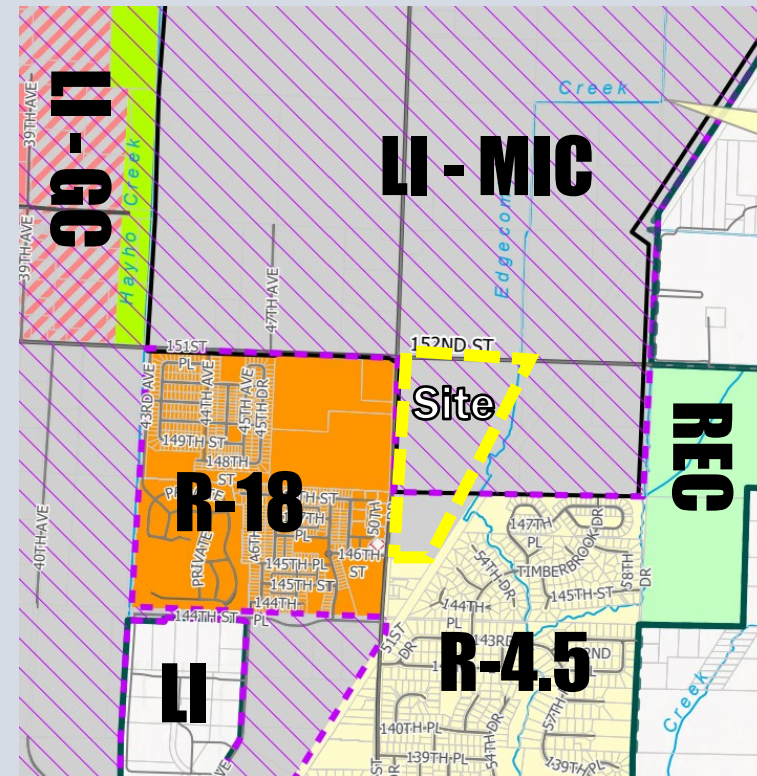


# Existing Land Use & Zoning Designations

## Land Use Designation



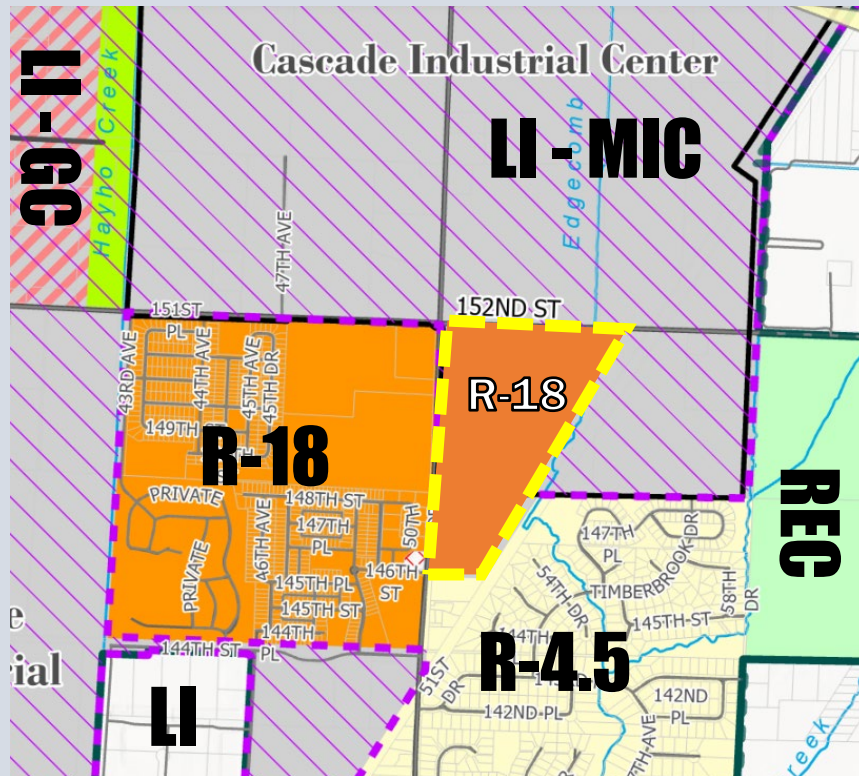
## Zoning



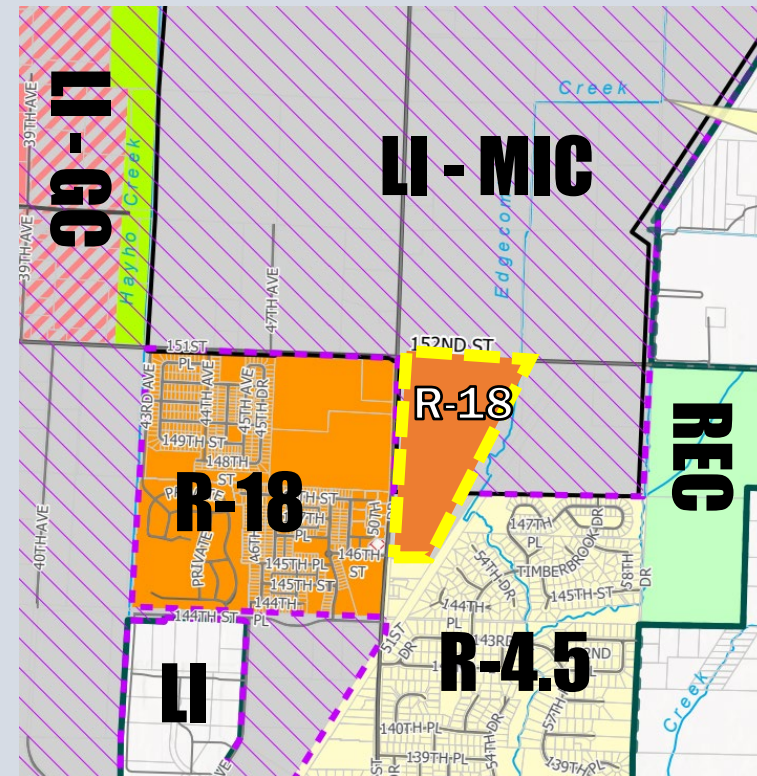


# Proposed Land Use & Zoning Designations

## Land Use Designation



## Zoning



# The Workforce Housing Dilemma

- In the 2018 Arlington-Marysville Manufacturing Industrial Center Subarea Plan notes that “*many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need.*”
- But with rapid industrial growth, developers, tenants, & prospective tenants are concerned.

When we started this project in 2020, there was very little new industrial activity in the CIC and no concern about the availability of workforce housing, however, in the years that have followed, millions of square feet of industrial space have been constructed and occupied by companies and thousands of new employees.

The result of this success is that during our marketing of Building 1 (now leased) and marketing for future buildings to be constructed, prospective tenants are expressing a growing concern that the area does not have enough workforce nor enough nearby workforce housing (market rate multi-family units) to continue to support the growth contemplated for the CIC.

NorthPoint Development has an apparent vested interest in seeing the CIC succeed. Based on the changed conditions since starting this project, we have reviewed our conceptual development plan and identified ±40 acres southeast of the intersection of 152nd Street NE and 51st Avenue as likely being better suited for non-industrial zoning and development due to its location adjacent to R-18 zoning (west) and single-family zoning (south and southeast). Having workforce housing in this location would be a benefit to the buildout of the CIC as that housing would be within ½ mile walking distance of ±2 million square feet of future industrial space on our property alone.

FROM  
NORTHPOINT  
LETTER TO  
COMMISSION  
DATED 9-27





# Overview of Proposed Rezone

- Lack of Workforce and Workforce Housing a Concern for Continued Industrial Growth
- Rezone area =  $\pm 49$  acres from Light Industrial to R-18 Multifamily
- Net impact =  $\pm 39$  acres removed from original CIC boundary
  - 10.18 acres of the light industrial zoning was previously zoned residential and was not in the original boundary of the CIC
- Does not affect amount of “core industrial” zoned lands
  - Arlington converted 114 acres of commercial zoning to light industrial in 2020
- Only Requires “Minor” Boundary Change to CIC
- Does Not Impact CIC Designation



*Sources: Applicant Analysis*

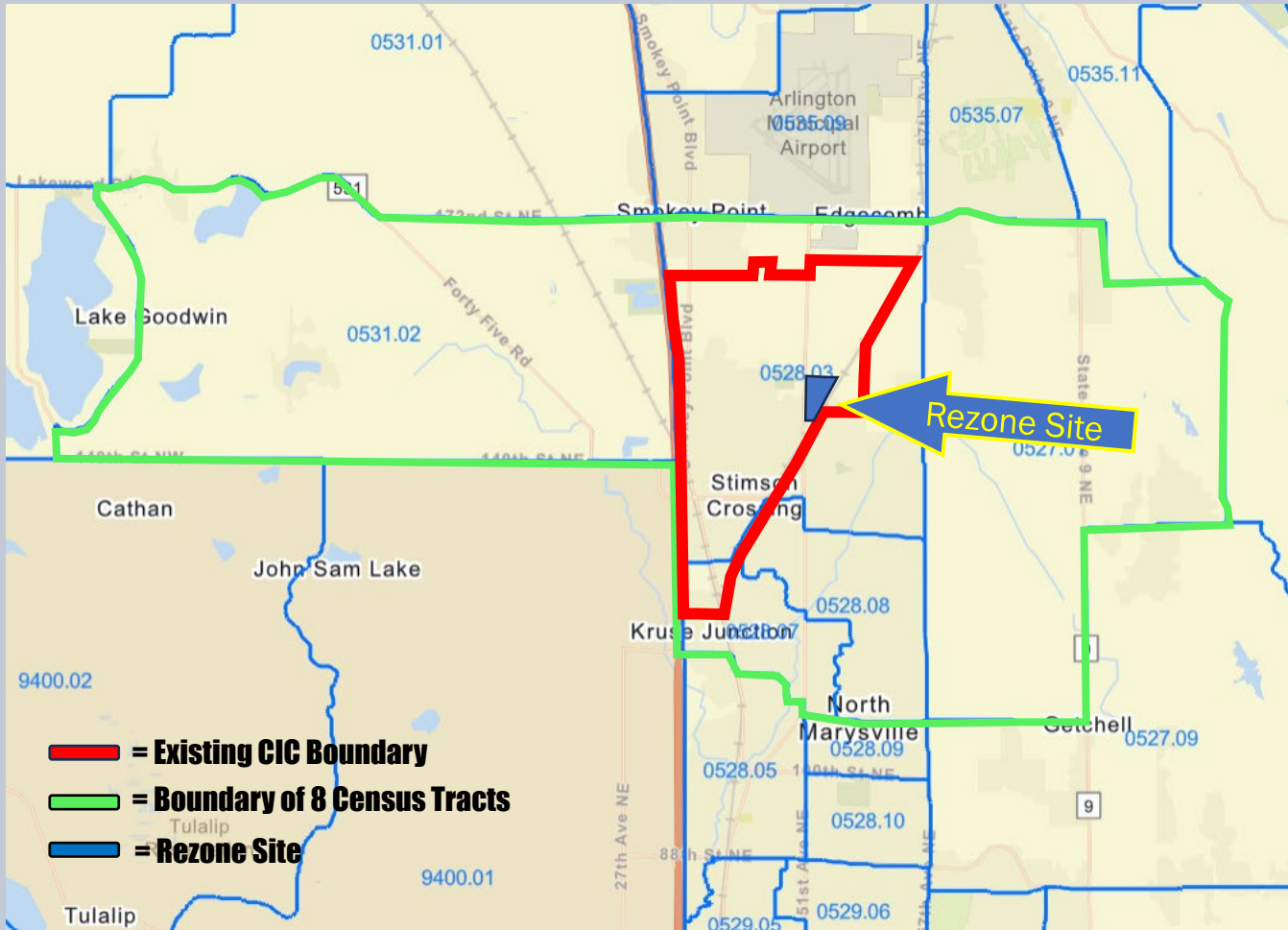
# Why the Proposed Rezone

- Marysville is expected to accommodate 17,616 jobs between 2019 and 2044. And according to information from the PSRC, the CIC (as a whole) expected to accommodate  $\pm 20,000$  jobs by 2040.
- As rapid growth in CIC has occurred since 2020, there's a growing concern among industrial developers and their prospective tenants that the area does not have large enough workforce for the anticipated buildout and that the area lacks enough workforce (rental) housing.
- Lack of existing workforce (rental) housing near the industrial center core as 73% of the housing is owner occupied while only 22% is renter occupied (5% vacant). Citywide the percentage of rental units is only 30% of the housing inventory.



*Sources: Marysville Draft Housing Action Plan (ECONorthwest), PSRC data, Snohomish County Housing Needs Report (aka "The HO-5 Report"),*

# Marysville, WA – Workforce Housing & Jobs



## Federal Financial Institutions Examination Council (FFIEC)

Census Tract	Total Housing	Owner	%	Renter	%
535.07	2,092	1,856	89%	200	10%
531.02	2,150	1,688	79%	369	17%
535.09	1,892	1,009	53%	779	41%
531.01	1,960	1,070	55%	716	37%
528.08	1,303	1,086	83%	130	10%
528.07	1,615	1,174	73%	439	27%
527.01	640	528	83%	78	12%
528.03	2,324	1,824	78%	417	18%
	13,976	10,235	<b>73%</b>	3,128	<b>22%</b>

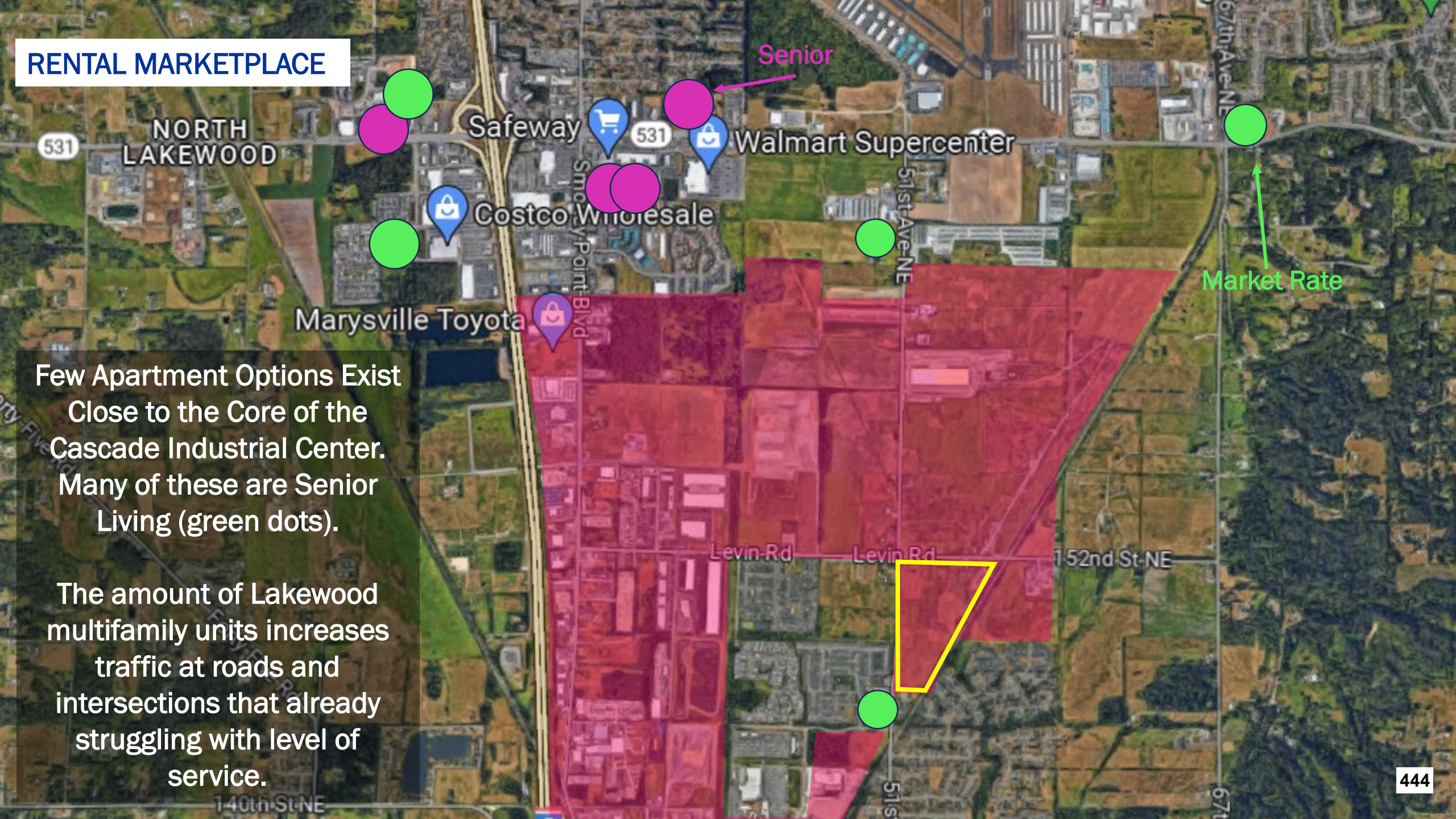
## Key Takeaways:

- Over 73% of housing in the 8 census tracts immediately surrounding the Cascade Industrial Center (CIC) are owner occupied
- Current vacancy rate for all housing is  $\pm 5\%$
- Proposed rezone site is adjacent to future jobs center and would supply 768 rental units of workforce housing in an area where rental options are limited



Sources: Census Bureau, Federal Financial Institutions Examination Council (FFIEC) 2022 Data for Census Tracts 528.03, 527.01, 528.07, 528.08, 531.01, 535.09, 531.02, 535.07

# RENTAL MARKETPLACE



Few Apartment Options Exist Close to the Core of the Cascade Industrial Center. Many of these are Senior Living (green dots).

The amount of Lakewood multifamily units increases traffic at roads and intersections that already struggling with level of service.

# Location, Location, Location

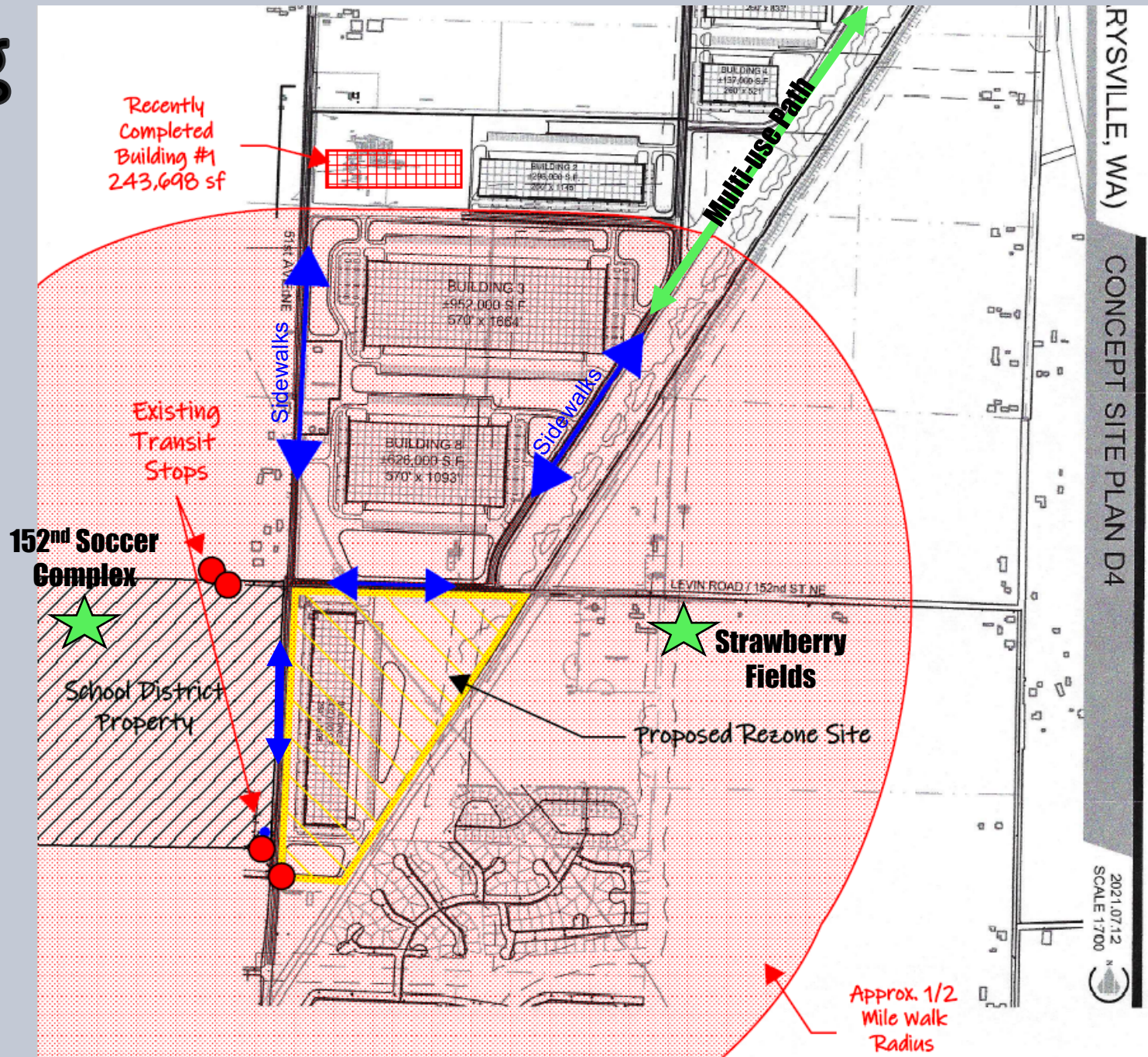
- Proposed rezone to R-18 multifamily is along existing Community Transit “Core Route” corridor and potential route for future Swift bus service.
- Eventual multifamily housing would be within ½ mile walking distance of transit stops and over 2 million square feet of industrial space ([see next slide](#)).
- Proposed rezone area would utilize 152<sup>nd</sup> as the transition from industrial to residential zoning to the south and southeast.



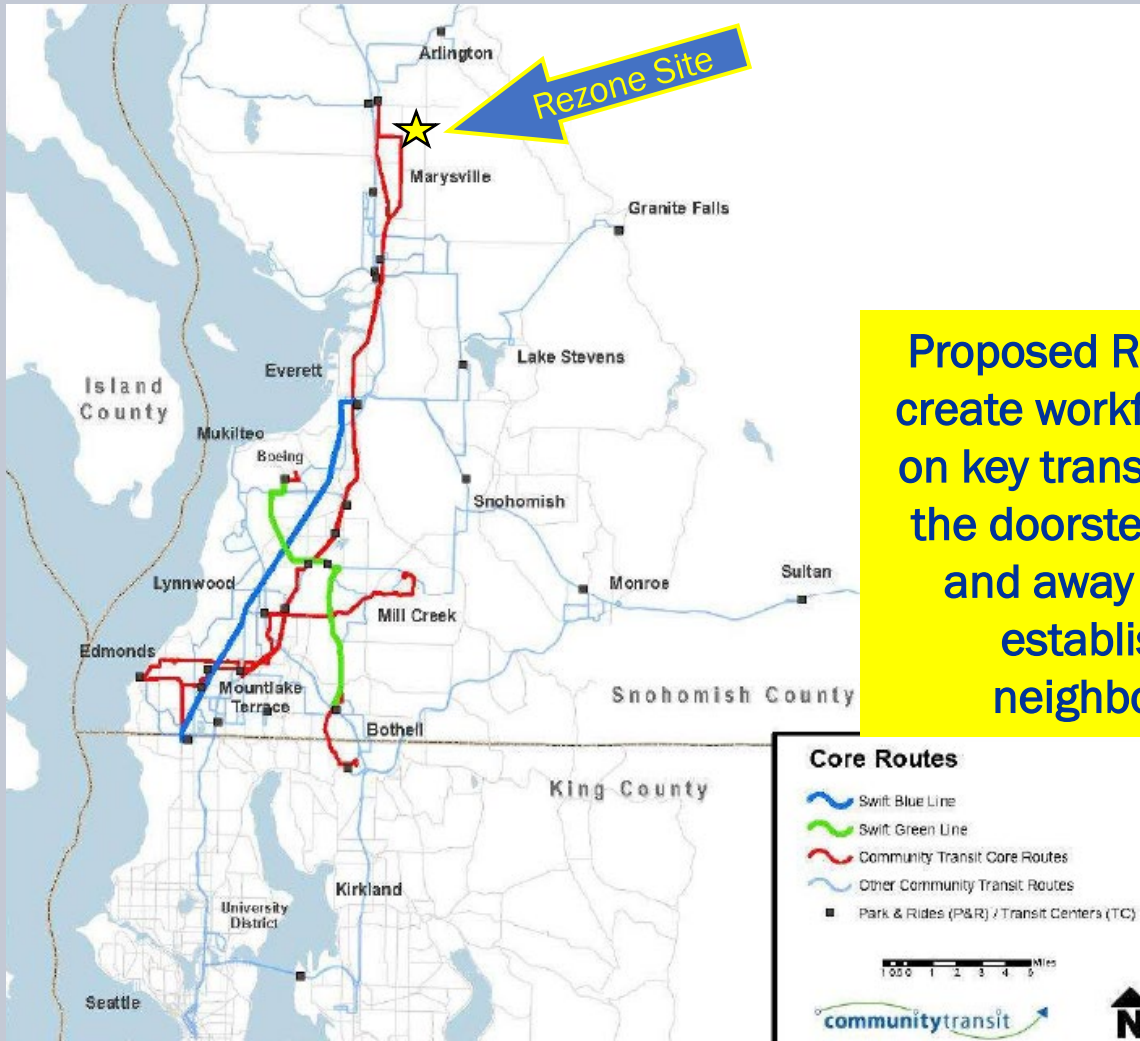
*Sources: Community Transit, Applicant Analysis, NorthPoint Development Agreement Exhibit D – Road Crosssections*

# Workforce Housing Near Jobs

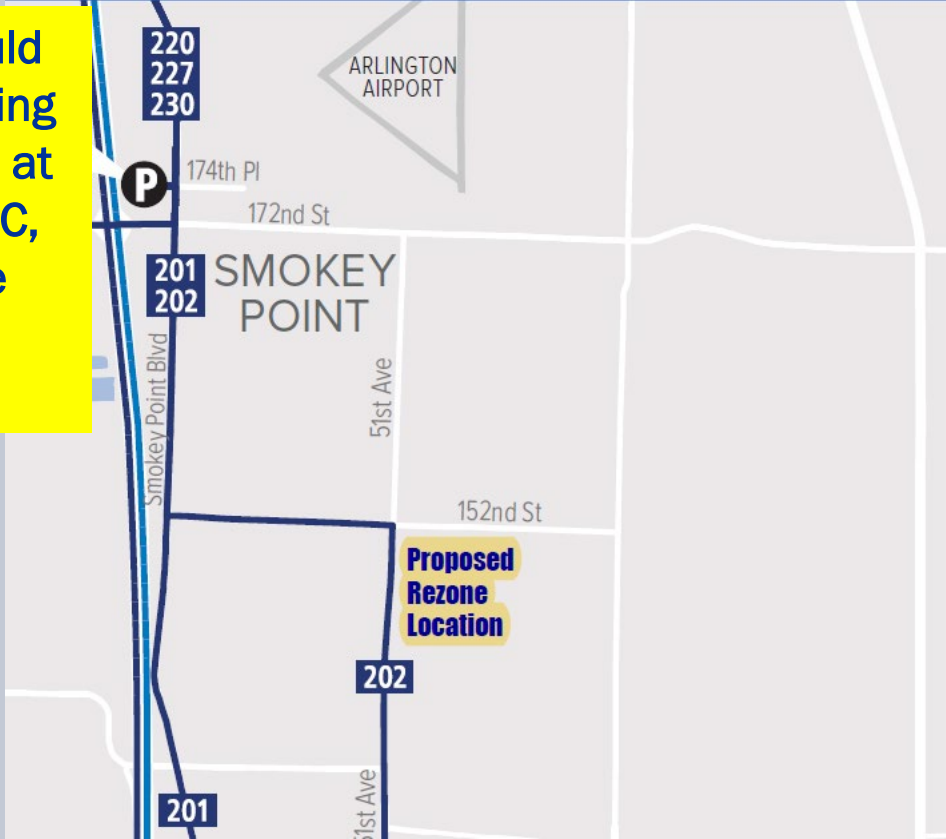
- Rezone would put apartment units within walking distance of millions of square feet of existing and future industrial development
- Residents would have access to transit, bike lanes, recreational amenities, and sidewalks and trails
- Site is adjacent to school district property which could be a future school.



Sources: Applicant Analysis, Community Transit

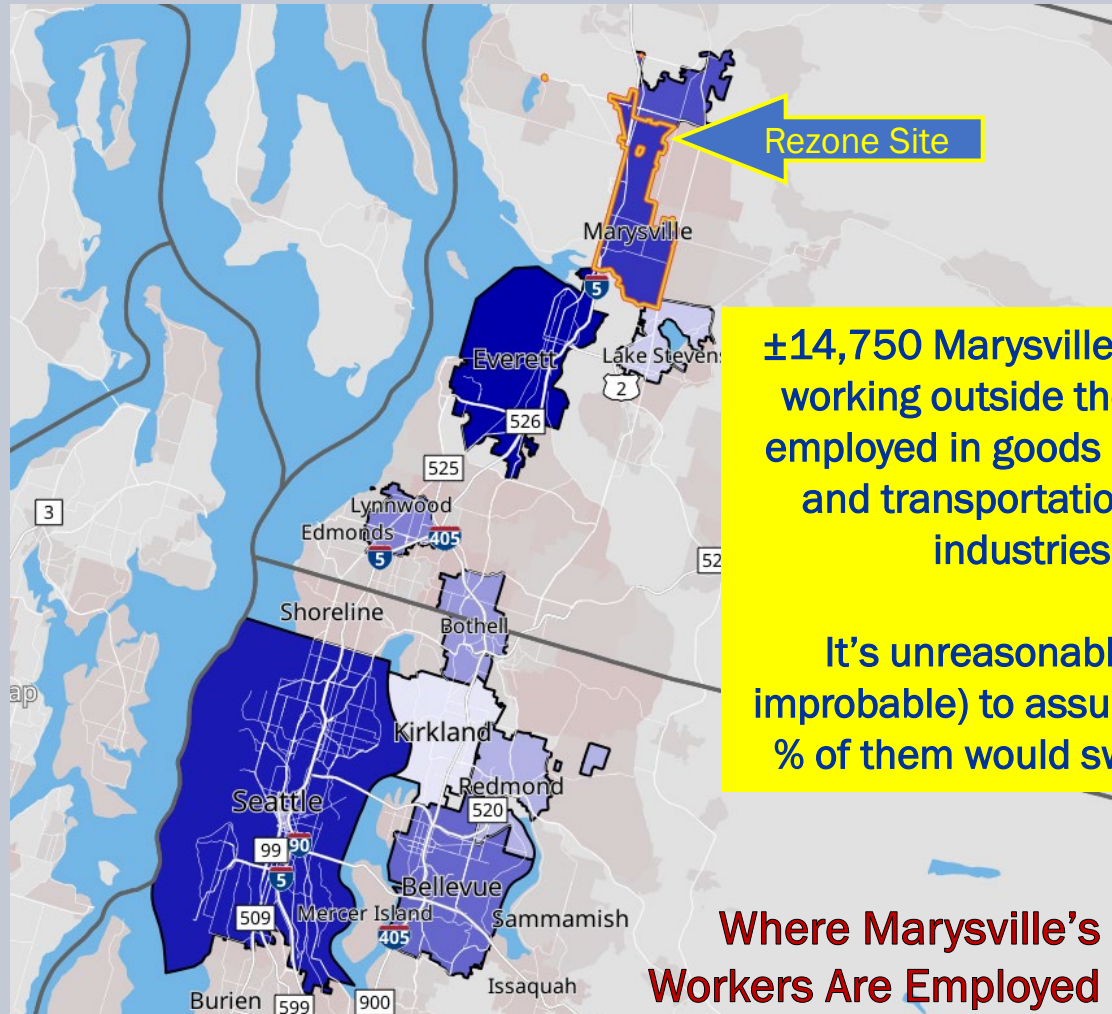


Proposed Rezone would create workforce housing on key transit corridor, at the doorstep to the CIC, and away from more established SF neighborhoods.



Sources: Community Transit, Applicant Analysis

# Marysville, WA – Workforce Analysis



- Marysville, WA Population (July 2022): **72,275 (+2.2%)<sup>1</sup>**
- Total # of Workers Living in Marysville **33,724**
  - Residents Employed outside the City: **30,514 (90%)**
- Total Jobs in the City: **14,015**
  - # of Residents employed in the City: **3,210 (23%)**
  - % of jobs held by persons living outside City: **77%**
  - % in Trade, Transp. & Utilities: **24% (3,470)**
  - % in Goods Producing Industries: **24% (3,364)**
- Total # of Workers Living in Marysville: **33,724**
- Average Commute Time for Marysville Resident: **31.4 minutes**
- Top 4 Cities Outside the City Where Residents Commute:
  - Everett (7,217)
  - Seattle (3,911)
  - Arlington (1,234)
  - Bellevue (1,199)
- Top 4 Origins for Workers Employed, But Not Living in the City:
  - Everett (1,000)
  - Arlington (705)
  - Lake Stevens (498)
  - Mount Vernon (297)



**Sources:** U.S. Census Bureau Quick Facts, U.S. Census Bureau LEHD Origin-Destination Employment Statistics (LODES), and US Census Bureau OntheMap Application (2020 Data Release Updated)

<sup>1</sup> Percent Population Increase Since April 1, 2020



# Meets Rezone Criteria (MMC 22G.10.440)

(a) There is a demonstrated need for additional zoning as the type proposed

*Staff states the proposal doesn't meet this criterion because the city has enough zoned housing capacity for the next twenty years.*

## Applicant contends that:

- CIC subarea plan states affordable workforce housing was a key asset cited by businesses.
- Policy AMMIC-ED-4.1 calls for the city to “ensure that city zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.”
- According to the city’s Housing Action Plan, the median home price in 2022 climbed to over \$600,000 (at 7.3% interest, 5% down, the monthly payment is \$5003.65, including principal, interest, taxes, insurance, HOA fees, etc.) and multifamily rents have risen 53% to an average of \$1,685.
- Only 30% of the city’s current housing inventory consists of rental units and 49% of renters are cost burdened.
- Snohomish County has initially allocated 14,253 housing units to Marysville by 2044 with 7,090 housing units require for those making at or above 120% the adjusted median income.
- City lacks rental housing options near the CIC where city’s employment growth is concentrated.



*Sources: Marysville-Arlington Manufacturing Industrial Center Subarea Plan, Marysville Comprehensive Plan, Marysville Draft Housing Action Plan, Snohomish County Housing Needs Report (HO-5 Report), City Housing Needs Report, Applicant Analysis*

# Meets Rezone Criteria (MMC 22G.10.440)

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

*Staff **agrees** the proposal is consistent with the criteria as the proposed zoning and density are consistent with R-18 zoning to the west and single-family residential zoning to the south and southeast, and the rezone would add a better transition between the industrial and single family.*

## Applicant concurs and adds:

- The proposed rezone would be located across a future five lane arterial (152<sup>nd</sup> Street NE) from the industrial park, which can serve as a transition between the light industrial area and the proposed multifamily.



*Sources: Applicant Analysis*

# Meets Rezone Criteria (MMC 22G.10.440)

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

*Staff **disagrees** with the Applicant and contends that while there have been significant changes citywide, there are not significant changes to the subject property and its surrounding properties to warrant a change.*

## Applicant disagrees:

- The CIC was designated in 2019 and since entitlements began in 2020 the market conditions have rapidly evolved as land was consolidated quickly into large industrial projects. This has influenced site design and building footprints, which are different than the scale contemplated in the 2018 plan.
- There is roughly 1.7MM square feet of new industrial space finished or under construction in Marysville near this site and >3 million square feet of industrial space that have been constructed in Arlington.
- The city's 2018 subarea plan for the industrial center noted that one of the six key assets of the area was:

**“Location near affordable workforce housing.** Many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need. Approximately 45% of the AMMIC [CIC] employees live less than 10 miles of the subarea, reflecting the appeal of the immediate vicinity for employees.”

- NorthPoint owns this 49 acres, which acreage is part of a 426-acre industrial park spread across Marysville and Arlington. NorthPoint has development agreements with both cities with plans to develop ±4.2 million square feet of industrial space. Rapid industrial growth has Business which they are seeking as future tenants are concerned about there is a deficit in *“the supply of workforce housing”* and significant competition to attract future workforce to jobs in the area.

*Sources: City of Marysville, Applicant Analysis*



# Meets Rezone Criteria (MMC 22G.10.440)

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

Staff *agrees* the proposal is consistent with this criterion.

## Applicant concurs and adds:

- The proposed rezone would create housing opportunities adjacent to sidewalks and walking trails that are planned throughout the CIC. Thus, the site is well-suited for providing housing options within walking distance of future industrial jobs.
- The proposed rezone is consistent with PSRC’s checklist for centers designation, which requires that these designated subareas address alternatives to employee commuting besides single occupant vehicles (SOVs).
- The proposed rezone is along a Community Transit “Core Route” and may be served by future SWIFT service as it is included within several of the alternatives being studied.



Sources: Applicant Analysis

# Will Not Affect CIC Designation (Part I)

- Area officially designated as an “Industrial Growth Center” by PSRC in May 2019
- To earn and maintain the designation, it must meet the following minimum requirements:

<b>Centers Framework</b>	<b>Minimum Requirement</b>	<b>At Time of Certification</b>
Minimum Acreage	2,000	4,019
Existing Employment	4,000	7,773
Target Employment (Future)	10,000	20,000 (estimate by 2040)
Employment Capacity	10,000	24,800-32,700
Minimum Land Area Zoned for Core Industrial Uses	75%	81%
Employment Mix (% of industrial jobs)	50%	80%



*Sources: PSRC Regional Manufacturing/Industrial Center Designation Report, PSRC Regional Manufacturing/Industrial Center Plan Review Certification Report, Marysville-Arlington Regional Center Designation Application Form*

# Will Not Affect CIC Designation (Part II)

## Rezones in the CIC:

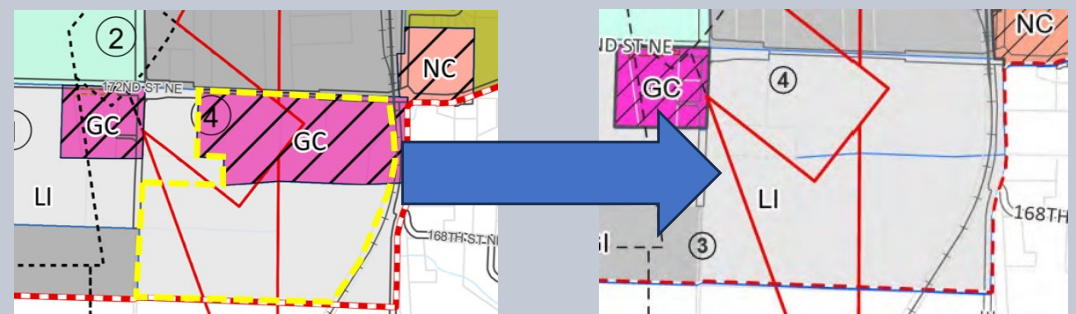
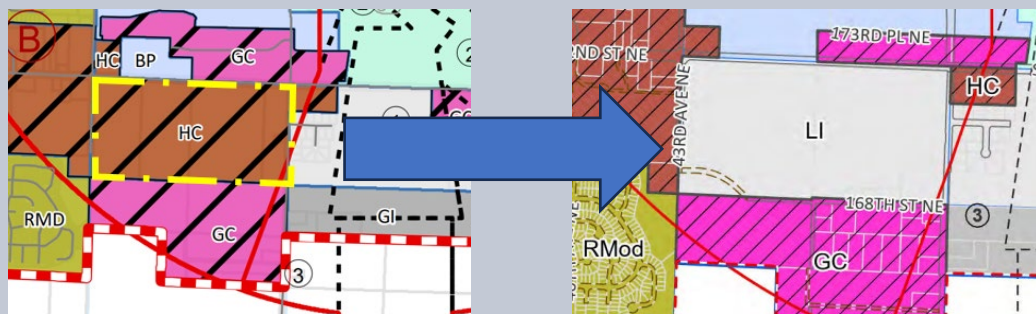
- Arlington has completed two rezones that converted 114.32 acres to “Core Industrial Uses”
  - National Foods Rezone of 75.12 acres from Highway Commercial w/ Mixed Use Overlay to Light Industrial
  - NorthPoint Rezone of 39.2 acres from General Commercial with Mixed Use Overlay to Light Industrial

## Key Point:

- An outcome of the rezones was removing ±114 of the city’s “Mixed Use Overlay” which overlay have have allowed multifamily uses.

## Net Result:

- Created an additional 2.84% of zoning for “Core Industrial Uses” within the whole CIC boundary



Sources: Arlington City Council Minutes, Applicant Analysis

# Will Not Affect CIC Designation (Part III)

## Rezone Proposal:

- 49 acres from Light Industrial to R-18 Multifamily
- Only a net 39-acre reduction from the original CIC Boundary
- Reduces size of original 4,019-acre boundary by 39 acres by less than 1% (0.97%)



*Sources: Original PSRC Application for Boundary and Applicant Analysis*

# Will Not Affect CIC Designation (Part IV)

## PSRC Administrative Procedures for Regional Centers:

- Minor Boundary Adjustments are defined as increasing or decreasing the center boundary by less than 10%.
- Adjustments can be made based on:
  - Revisions to better follow geographic features or topography, including correcting mapping errors
    - The rezone would create a better boundary transition between the industrial park and adjacent residential areas.
  - Adjustments that result from changes to rights-of-way or property line adjustments
    - Changes to rights-of-way will occur with the proposed NorthPoint development north of 152<sup>nd</sup> as that road will become a 5-lane arterial. Additionally, property line adjustments/native growth protection areas have now been established along the relocated Edgecomb Creek. These changes and developments support the rezone and this adjustment criteria.
  - Adjustments based on updated subarea planning **and development opportunities**
    - Workforce and workforce housing is a growing business concern and the proposed rezone and boundary adjustment recognize the development opportunity to locate needed workforce housing options adjacent to a fast-growing employment center.



*Sources: Original PSRC Application for Boundary and Applicant Analysis*



# Will Not Affect CIC Designation (Part V)

Centers Framework	Minimum Requirement	At Time of Certification	Comments	Impact to CIC Designation?
Minimum Acreage	2,000	4,019	Arguably, the total acreage was increased in 2022 by 0.25% (less than 1%) with approval of the 10.18-acre NorthPoint rezone. The proposed rezone of 49, which removes a net total of 39 acres from the original size of the CIC, would reduce the area of the CIC by 0.97% (less than 1%).	No.  Area still exceeds minimum threshold.
Existing Employment	4,000	7,773	According to both cities' marketing of the CIC, the area was on track to add 2,000 jobs in high-tech manufacturing, packaging, and distribution in 2021. The CIC is approaching 10,000+ existing jobs as of present.	No.  Area still exceeds minimum threshold.
Target Employment (Future)	10,000	20,000 <i>(estimated by 2040)</i>	According to both cities' marketing of the CIC, the area is projected to create an additional 12,000 new jobs by 2040.	No.  Area still exceeds minimum threshold.



Sources: Original PSRC Application for Boundary and Applicant Analysis

# Will Not Affect CIC Designation (Part VI)

Centers Framework	Minimum Requirement	At Time of Certification	Comments	Impact to CIC Designation?
Employment Capacity	10,000	24,800-32,700	Figures in the subarea plan for the CIC indicated an employment density range of 5 to 14 jobs per gross acre was assumed for planning. Using an average of 9.5 jobs per acre, the original rezoning and removing the original 39 acres ( <i>not the full 49 acres resulting from the 10.18-acre rezone in 2022</i> ) from the CIC might result in an average net reduction of $\pm 370$ jobs from the original projection or between $\pm 1.13\%$ to $\pm 1.49\%$ of original jobs total.	No.  Area still exceeds minimum threshold.
Minimum Land Area Zoned for Core Industrial Uses	75%	81%	With Arlington's 2020 rezones, the zoned land devoted to Core Industrial Uses was increased to $\pm 84\%$ . The proposed rezone has a net impact of 0.97% (less than 1%).	No.  Area still exceeds minimum threshold.
Employment Mix (% of industrial jobs)	50%	80%	With the 2020 rezones in Arlington, the percent of employment devoted to industrial jobs would have been adjusted further upwards as commercial zoning was converted to industrial zoning, decreasing future commercial employment. With a projected net impact of $\pm 370$ jobs, the proposed rezone would have an insignificant effect on the employment mix which already exceeds the threshold.	No.  Area still exceeds minimum threshold.



Sources: Original PSRC Application for Boundary and Applicant Analysis

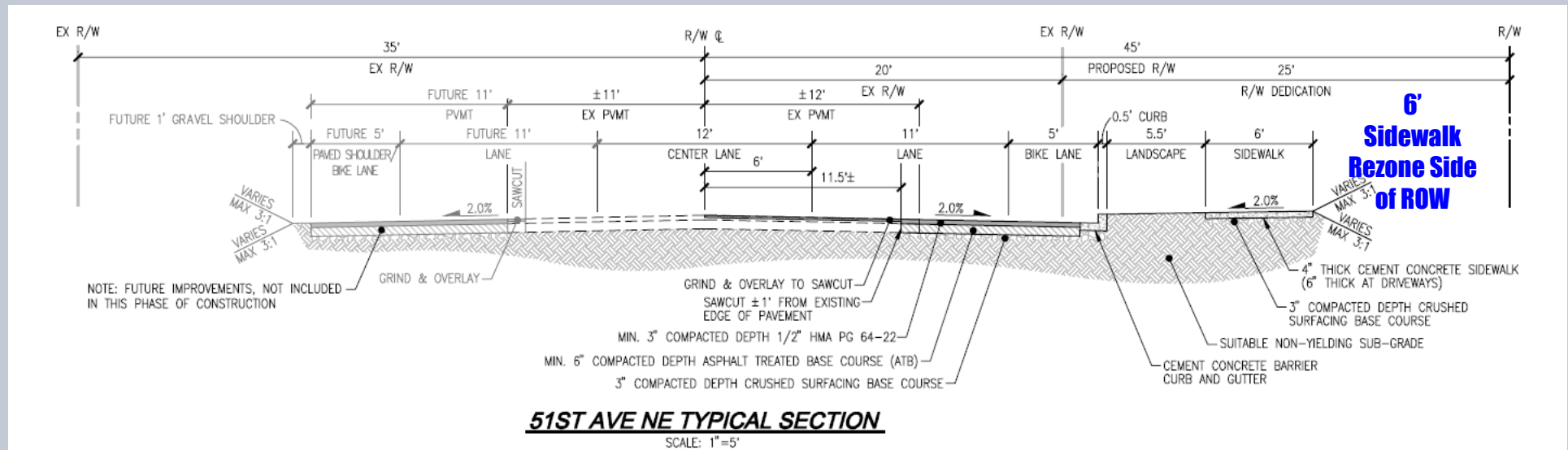
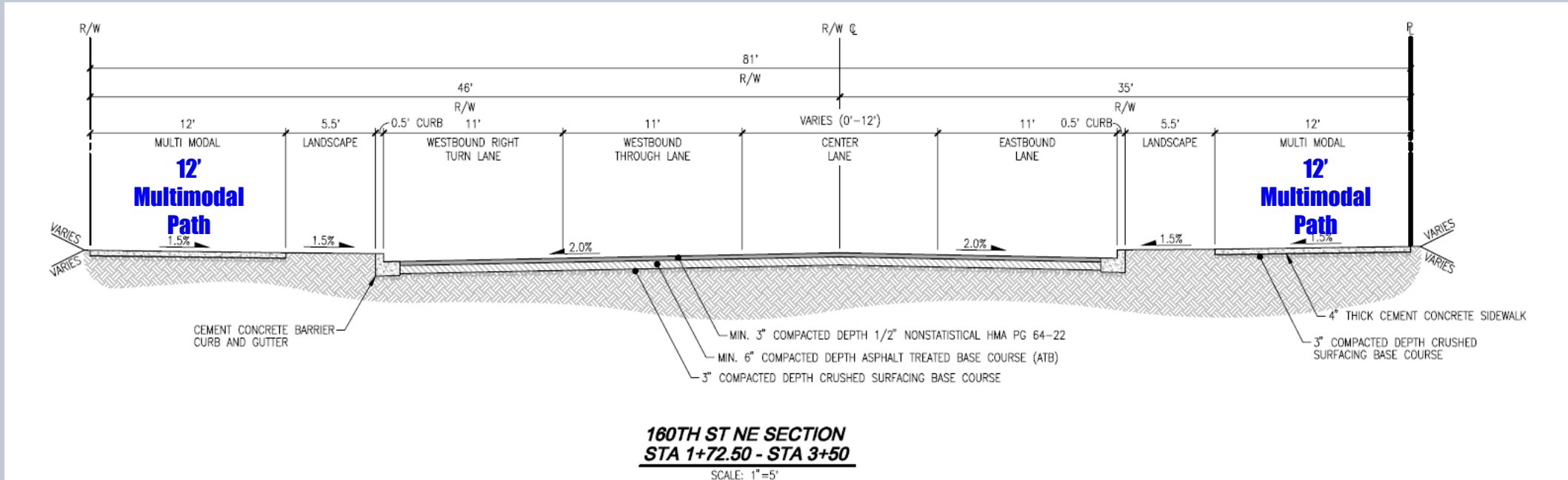
# Existing & Draft Policy Support

- **Draft Housing Action Plan Strategy #1 – Increase Housing Diversity to Expand Rental and Homeownership Opportunities for a Wider Range of Households**
  - Action 1.1: Increase density along proposed transit lines to [accommodate more multifamily development](#)
  - Rationale: *To support the growing workforce and support existing workers who may be currently unable to afford housing in Marysville, [the City should prioritize more multifamily development at higher densities, especially in areas with existing and future transit access.](#)*
  - Income Level Served: Moderate
- **Arlington Marysville Manufacturing Industrial Center Subarea Plan:**
  - AMMIC-ED-4.1: Ensure that City zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.
- **Marysville Comprehensive Plan**
  - HO-18 - [Provide affordable housing opportunities close to places of employment.](#)
  - HO-19 - [Consider the location of traffic routes, transit, bike and pedestrian trails, in locating new housing](#)
  - LU-24 - [Distribute higher densities in appropriate locations.](#) Locate in residential areas where they will not detract from the existing neighborhood character. [Locate near employment and retail centers, and to transportation corridors as appropriate.](#)

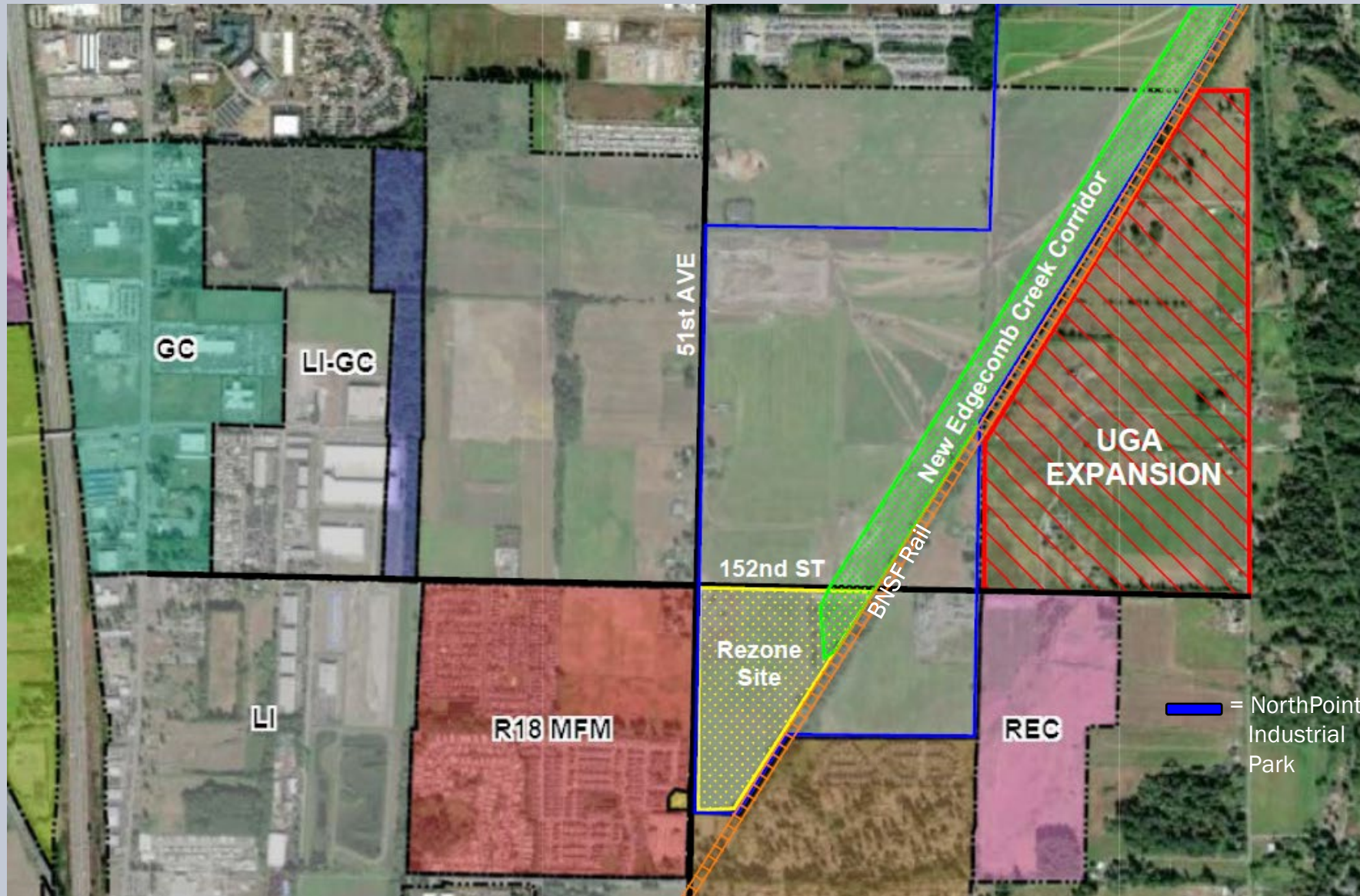


*Sources: Draft Housing Action Plan, Arlington Marysville Manufacturing Industrial Center Subarea Plan, Marysville Comprehensive Plan*

# Roads & Sidewalks Planned



# Proposed 182-acre UGA Expansion (Light Industrial)



- UGA expansion area would more than replace rezone site.
- Needed to add area for rail served industrial.
- Goes to County Planning Commission Oct 24<sup>th</sup>
- Needs City Support Now.





October 30, 2023

City Council  
City of Marysville  
501 Delta Avenue  
Marysville, WA 98270

**51<sup>st</sup> AVE COMPREHENSIVE PLAN AMENDMENT & REZONE (KM CAPITAL)**

Dear Commissioners:

On behalf of the Applicant for the 51<sup>st</sup> Avenue Rezone (KM Capital) we are writing to request you **APPROVE** of the requested comprehensive plan amendment and rezone despite the Planning Commission's 4-3 split vote recommending denial. The basis for the staff and Planning Commission recommendations for denial appears to be that we don't meet the rezone criteria. However, we are confident that the proposed rezone exceeds the criteria for granting a rezone as demonstrated in the documentation provided to the city, which include facts we believe have been overlooked.

To that end, we respectfully request you review the following information:

1. Letter from Duana Kolouskova at Johns, Monroe, Mitsunaga & Kolouskova, which details the legal basis by which the City Council must consider this application and highlights key facts in support of the comprehensive plan amendment rezone action. **Exhibit A**
2. A copy of a two-page summary prepared by the Applicant demonstrating compliance with the rezone criteria. **Exhibit B**
3. A detailed presentation (like that presented at Planning Commission) which outlines why this proposal is needed. **Exhibit C**
4. A copy of a letter from the President of NorthPoint Development highlighting the need for more workforce housing near the industrial center. **Exhibit D**
5. Alternative Findings of Fact that we suggest Council adopt when acting to approve the comprehensive plan amendment and rezone. These Findings of Facts explicitly identify the need for the rezone and its compliance with your rezone criteria. **Exhibit E**

Again, we respectfully request the City Council approve the 51<sup>st</sup> Avenue Rezone.

Thank you,

David Toyer  
President

**EXHIBIT A**

Kamille Norton, Council President  
Marysville City Council Members  
501 Delta Avenue  
Marysville, WA 98270

October 30, 2023

Re: Cascade Industrial Center Rezone

Dear Council President Norton and Councilmembers:

This firm represents KM Capital, the applicant for a Comprehensive Plan redesignation and rezone of approximately 48.01 acres from Light Industrial to Multi-family, Medium Density (R-18). As the volume of information supporting this redesignation and rezone proposal make clear, this property is uniquely situated to serve as a significant workforce housing opportunity to serve the employment growth in the CIC. This 48.01 acres is ideally situated to accommodate needed housing for the area as compared to property in the immediate vicinity. By way of example, redesignating this property to multi-family, medium density, would provide an appropriate and superior transition between industrial and single-family uses. This property is one of the few that can provide a transition or buffer in this manner. And, different from other properties in the area, this site meets all the locational and siting criteria under the Comprehensive Plan for multi-family, and it is ideally situated for access to the arterial, transit, schools, parks, etcetera.

*The Proposed Redesignation to Multi-Family Medium Density is Undisputedly Consistent with the Comprehensive Plan.*

It appears there is no serious debate that the proposed redesignation would be consistent with the Comprehensive Plan. In fact, the proposal exceeds this standard, as it is outright consistent both with the standards that apply to siting multi-family residential and with several, expressly stated Comprehensive Plan goals and policies.

As the Staff Report recognizes, the proposal **complies** with the Plan's multi-family residential locational criteria and siting standards. *2015 Comprehensive Plan, Land Use Element, Section b. Multi-family, i. Criteria and Standards.* The following support for consistency with the Plan are directly cited from the Staff Report, page 10:

- Has access to arterial streets and current or proposed pedestrian improvements on 51st Avenue NE and 152nd Street NE.



- In proximity to accessory land uses such as retail, restaurants, and gas stations (approximately 1 to 2 miles west), and adjacent to transit service (Route 202) and parks (i.e., Strawberry Fields Athletic Complex and Strawberry Fields for Rover).
- Separated from incompatible land uses, by public streets or the BNSF right-of-way, specifically, 152nd Street NE provides a transition to light industrial uses to the north, and BNSF provides a transition to single family neighborhoods to the east.
- The proposed multi-family zone and future uses would be buffered from industrial uses to the north via a five-lane roadway, and buffered from single family uses to the east via the BNSF railway spur right-of-way, and the critical areas buffer along Edgecomb Creek and the associated wetlands.
- Property substantially exceeds the minimum lot size threshold for multi-family zoning of three times the prevailing lot size in single family zones.

Despite the above, the Staff Report later concludes that the proposal is not consistent “with all of the pertinent development goals and policies outlined in the Marysville Comprehensive Plan pertaining to multi-family residential.” Yet, the Staff Report does not identify a single Comprehensive Plan goal or policy to support this conclusion.

To the contrary, the proposal is consistent with many goals and policies, most saliently the Council’s commitment under **Policy HO 18: Provide affordable housing opportunities close to places of employment**. Further plan policies that the proposal implements follow (bold emphasis added):

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

LU Goal 20: **Provide housing choices**, reflecting the range of household types, lifestyles, incomes, and the desire to rent or own a home.

LU Goal 21: **Provide housing that is pleasant and appropriately located**. The location should allow residents access to services and facilities in the immediate area. The locations should also acknowledge the character of the surrounding neighborhood so multi-family can blend or be compatible with it.

LU-4: **Encourage growth that will transform Marysville from a residentially dominated community to one that provides a balanced, though not equal, proportion of both residences and employment**. This will include the Marysville-Arlington Manufacturing Industrial Center (MIC) and the Smokey Point Master Plan Area as a major employment center.

LU-5: Encourage citizen participation in all decisions affecting growth in the community.

LU-6: Expand public facilities, services and utilities so they do not hinder growth, while also encouraging growth to occur in a manner that will not strain the City's ability CITY OF MARYSVILLE • COMPREHENSIVE PLAN Land Use Element 4- 33 Marysville Integrated Comprehensive Plan, Development Regulations and FEIS and resources to provide basic community services such as, but not limited to, the street system, water and sewer utilities, stormwater system, parks and recreation, schools, police, fire and other general administrative functions.

LU-9: **Encourage a harmonious blend of opportunities for living, working, and culture** for the residents of Marysville through planned retention and enhancement of its natural amenities; by judicious control of residential, commercial, and industrial development; and by recognition of the City's role in the region.

LU-10: **Preserve and enhance the quality of living, trading, and working districts** by dedicating open space, preserving and restoring trees and vegetation, and designing developments sensitive to natural land forms, water resources, and life systems.

LU-11: **Reduce reliance on the private automobile and promote physical activity, and encourage suitable combinations and locations of land uses, such as employment, retail, and residences, including mixed use development.**

LU-12: **Provide balanced employment opportunities for the local labor force through varied economic development** that is clean and pollution free, and the establishment and protection of small entrepreneurs.

LU-20: **Housing densities** should be determined by community values, development type and compatibility, **proximity to public/private facilities and services**, immediate surrounding densities, and natural system protection and capability.

LU-21: In determining housing densities, consider the impact of lot size on the cost of housing, and thus its affordability.

LU-22: Accommodate demand for urban-density living and services only within Urban Growth Areas.

LU-24: **Distribute higher densities in appropriate locations.** Locate in residential areas where they will not detract from the existing neighborhood character. **Locate near employment and retail centers, and to transportation corridors as appropriate.**

The proposal is also consistent with the locational policies starting with LU-30 and forward. And, the proposal is consistent with all applicable multi-family policies, including LU Policies 46-53.

In fact, examination of the Comprehensive Plan shows there is virtually no goal or policy that this proposal would conflict or run counter to. Nor is there any substantive evidence or analysis in the record that would dispute the proposal's deep consistency with the Comprehensive Plan.

*The Council Must Consider and Should Adopt the Comprehensive Plan Redesignation as its First Action.*

The Council must first consider and vote upon the Comprehensive Plan redesignation, regardless of whether it decides to consider the attendant rezone proposal. The Council cannot simply circumvent the Comprehensive Plan redesignation request and consider only the rezone. Failing to address the Comprehensive Plan redesignation, and only address the rezone, would violate the public process and planning principles required by the Growth Management Act. *See e.g.* RCW 36.70A.140; WAC 365-196-640.

The Council has the discretion to adopt a Comprehensive Plan redesignation without an attached rezone. *Owners and Neighbors, et al., Petitioners v. City of Mercer Island, et al. (Coen III)*, CPSGMHB, Final Decision and Order, 2019 WL 4934746, at \*14. If the Council decides the redesignation is appropriate, the Council can act on that item and consider the rezone at a future date, outside the docketing process and allowing for further review and deliberation.

Based on the foregoing analysis of how the proposal is consistent with Comprehensive Plan goals, policies, and the siting criteria established for the proposed zone, there can be no serious debate that the site should be redesignated. The Council must act on this part of the proposal, and we believe redesignation is the only conclusion that can be reached based on the site’s unique situation and circumstances. Whether the Council also wishes to consider the rezone now is up to the Council.

*While the Council Could Defer Consideration of the Rezone, the Proposed Rezone is Consistent with Marysville Code Criteria.*

Marysville City Code (“Code”) provides four criteria for rezones: a) there is a demonstrated need for additional zoning as the type proposed; b) the rezone classification is consistent and compatible with uses and zoning of the surrounding properties; c) there have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification; and d) the property is practically and physically suited for the uses allowed in the proposed rezone classification. MCC 22G.010.440(1)(a)-(d). The Staff Report agrees that the proposal meets criteria (b) consistent and compatible with surrounding properties, and (d) the property is practically and physically suited for the proposed rezone. The Report disagrees as to the applicant’s analysis of criteria (a), there is a demonstrated need for additional zoning, and (c) there have been significant changed circumstances.

*The rezone is based on a need for medium density, multifamily housing in this area of the City.*

The incontrovertible evidence and data shows that there is a demonstrated need for the type of additional zoning proposed. This rezone criterion does not merely question if there is any need, generally, for more residential housing. The criterion is specific: the question is whether there is a need for this type of zoning—i.e., medium density, multi-family. Moreover, this criterion begs

implementation based on the need in the particularly region or area of the City, rather than a more general, City-wide approach.

The rapid light industrial growth in the CIC has disproportionately outgrown current availability of local, rental housing. As discussed in the applicant’s materials, the success of the LI zoning in the Smokey Point area far exceeds the original expectations. The opportunity to provide housing in the immediate vicinity of this major employment area would help fill a significant housing gap in this region for workforce housing. There is, simply, no debate that there is a “demonstrated need for additional zoning as the type proposed.”

KM Capital’s information readily demonstrates that there is a sincere need for additional R-18 zoning in the CIC. Since the City adopted the CIC concept, the amount of light industrial zoning and development has significantly exceeded the City’s expectations. Each framework threshold has been reached, and in many ways, more than doubled, including the amount of certified acreage:

Centers Framework	Minimum Requirement	At Time of Certification
Minimum Acreage	2,000	4,019
Existing Employment	4,000	7,773
Target Employment (Future)	10,000	20,000 (estimate by 2040)
Employment Capacity	10,000	24,800-32,700
Minimum Land Area Zoned for Core Industrial Uses	75%	81%
Employment Mix (% of industrial jobs)	50%	80%

Yet, the workforce housing in this area has not kept up with the job creation. This is significant as the CIC Subarea Plan states affordable workforce housing is a key asset cited by businesses. And Policy AMMIC-ED-4.1 calls for the City to “ensure that city zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.”

While the Staff Report discusses housing targets City-wide, the City lacks rental housing options near the CIC, where the employment growth is concentrated. The City also lacks sufficient workforce housing to support the growing community in this area. Snohomish County allocated 14,253 housing units to Marysville by 2044 with 7,090 housing units required for those making at or above 120% the adjusted median income. Marysville has only 29.8% renter-occupied housing, and 51.4% of renter households in Marysville are cost-burdened. See *2023 Housing Characteristics and Needs Report* at 25, 37. Viewed on a larger scale, the proposal comprises less than 1% of the total area of Marysville and Arlington and less than 2% the total area of Marysville; the footprint of the proposal promises both a minimal impact on industrial land supply yet a significant impact on affordable workforce housing availability. A simple cost-benefit analysis overwhelmingly points to approving the Comprehensive Plan amendment and the rezone.

The lack of workforce housing is clearly a matter of public concern. The City’s 2018 subarea plan for the CIC noted that a key asset of the area was its location near affordable workforce housing:

“Many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need. Approximately 45% of the AMMIC [CIC] employees live less than 10 miles of the subarea, reflecting the appeal of the immediate vicinity for employees.” AMMIC Subarea Plan, Introduction, at 6. KM Capital aims to provide an identified public need by developing workforce housing in such close proximity to the CIC.

In its Report, City Staff stated, “*staff does not believe the potential benefits of the rezone outweigh the loss of industrial to warrant a rezone.*” This statement lacks credibility given the detailed information the applicant has submitted. ... Even in making this statement, Staff betrays its inability to understand the unique opportunities for this site to provide workforce housing: Staff “*agrees the location of the site could potentially be beneficial for multi-family given the proximity of residences to industrial areas.*”

Northpoint Development submitted a letter to the Planning Commission, dated September 27, 2023, voicing its concern over the lack of adequate workforce housing availability to continue to support predicted growth for the CIC. Northpoint identified these 48 acres as being better suited for non-industrial zoning based on its location, where it would be surrounded by non-industrial zoning at three different points—specifically, R-18 zoning to the west and single-family zoning to the south and southeast. The Council should appropriately recognize Northpoint’s concerns as the larger property owner who is charged with developing the CIC in accordance with growth goals.

*The rezone is warranted by a significant change in circumstances.*

“Generally the proponent of a rezone must show a substantial change in circumstances since the last zoning or amendment unless the proposed rezone implements policies of the comprehensive plan. A variety of factors may indicate a substantial change in circumstances, including changes in public opinion, in local land use patterns, and on the property itself.” *Henderson v. Kittitas County*, 124 Wn. App. 747, 754, 100 P.3d 842 (2004). Each of these factors exists here.

The CIC has seen rapid growth since 2020—approximately 1.7 million square feet of new industrial space has been completed or is under construction within the area, with an additional 4 million square feet either completed or developed in Arlington—and the major property owner in the area, Northpoint, has development agreements with the Cities of Arlington and Marysville to further develop an additional 4.2 million square feet of industrial space.

Nearby housing options do not reflect this growth; 73% of housing in the eight census tracts immediately surrounding the CIC are owner occupied, and there are few apartment and/or rental housing options close to the core of the CIC. The rezone would place multi-family housing options—approximately 768 units—within the CIC.

The changes that Northpoint has identified within the CIC led it to the perspective that approximately 48 acres southeast of the intersection of 152<sup>nd</sup> Street NW and 51<sup>st</sup> Avenue are likely better suited to non-industrial zoning and development due to the proximity of surrounding R-18 zoning to the west and single-family zoning to the south and southeast. Of these identified 48 acres, 10 of those were originally zoned single-family residential. In other words, the zoning change

actually results in a net 38 zoning change. Further, only 24 acres comprise usable space—a drop in the bucket when looked at in the context of the millions of usable square feet designated for industrial use. Marysville is designated a “High Capacity Transit Community” under *Vision 2050 A Plan for the Central Puget Sound Region*, and the core transit line in close proximity to the site is within several alternative routes being studied for the SWIFT “Gold” Line, a higher-capacity extension that will provide more frequent service to northern regions. These multi-family units would further be within a half-mile walk of transit stops and over two million square feet of industrial space within the CIC. See *Save Our Rural Environment v. Snohomish County*, 99 Wn.2d 363, 369, 662 P.2d 816 (1983) (“We are convinced the Soper Hill rezone bears a substantial relationship to the general welfare of Snohomish County. The County’s business park zoning classification provides a flexible means to broaden the industrial base of the region and to produce energy and travel time savings for employees”).

Quite a bit more support for the proposal exists throughout the record and is summed up in the PowerPoint provided to the Planning Commission as well as the memorandum to the Council from Toyer Strategic Advisors.

With the foregoing in mind, we ask the Council to consider the Comprehensive Plan redesignation and vote that such is an appropriate action based on the proposal’s consistency with the Plan’s goals, policies and locational criteria. To the extent the Council also decides on the rezone portion of the proposal, the applicant also requests the Council approve the rezone based on its consistency with Code and the unique opportunities this site presents for medium density, multifamily residential.

Sincerely,



Duana T. Koloušková  
Direct Tel: (425) 467-9966  
Email: [kolouskova@jmmklaw.com](mailto:kolouskova@jmmklaw.com)

2023-10-30 Letter to City Council

## EXHIBIT B

## EXHIBIT B – SATISFACTION OF REZONE CRITERIA

1. The proposed NON-PROJECT action rezone complies with the rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code* as follows:
  - The proposal satisfies criterion (a) by demonstrating there is a need for additional multifamily housing to continue to support the successful development of the CIC based on the following:
    - The CIC is supposed to accommodate +20,000 additional workers by 2044 and the preliminary employment targets for Marysville require the addition of 17,616 net new jobs between 2019 and 2044. Comparatively, Census LEHD Origin-Destination Employment Statistics show that of the 33,724 Marysville residents who are employed, 90% (30,514) commute out of Marysville for employment and only 14,750 of these residents are employed in goods producing or transportation/trade industries. Thus, the city cannot rely on its existing resident workforce to fill all of the anticipated jobs in the CIC and must create a greater variety of workforce housing.
    - Policy AMMIC-ED-4.1 of the City's CIC subarea plan calls for the city to "ensure that city zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce."
    - Further, the city's market study supporting the creation of the CIC noted that affordable workforce housing was cited by businesses as one of the six key assets for the subarea's future development. By contrast, businesses, including NorthPoint, who is the developer of a +4 million square foot industrial park within the CIC, have provided testimony and/or communicated to the city that workforce housing is a growing concern that risks stunting the growth of the city's CIC.
    - According to the city's Housing Action Plan, the median home price in 2022 climbed to over \$600,000 (at 7.3% interest, 5% down, the monthly payment is \$5003.65, including principal, interest, taxes, insurance, HOA fees, etc.) and multifamily rents have risen 53% to an average of \$1,685.
    - Only 30% of the city's current housing inventory consists of rental units and 49% of renters are cost burdened.
    - Snohomish County has initially allocated 14,253 housing units to Marysville by 2044 with 7,090 housing units required for those making at or above 120% the adjusted median income.
    - City lacks workforce housing, particularly rental housing, options near the CIC where city's employment growth is concentrated and where concentrated employment growth could be easily connected to housing that would have access to transit and other non-single occupant vehicle modes of commuting.
  - The proposal satisfies criterion (b) by demonstrating consistent and compatible with uses and zoning with the surrounding properties as the proposed rezone would provide for a better transition between the industrial zoning to the north and the adjacent single-family neighborhoods to the west, south and southeast of the rezone site.
  - The proposal satisfies criterion (c) by demonstrating significant changes in the circumstances of the property to be rezoned or changes to surrounding properties that warrant a change in classification based on the following:
    - The CIC was designated in 2019 followed by the first project entitlements being submitted in 2020. Since 2020, the market conditions have rapidly evolved as land was quickly consolidated into large industrial parcels that



## EXHIBIT B – SATISFACTION OF REZONE CRITERIA

expect to complete multiple projects in the coming years. This pace and pattern of development is different than the anticipated site design and building scale contemplated in the 2018 plan.

- Roughly 1.7MM square feet of new industrial space has been finished or is under construction in Marysville near this site and >3 million square feet of industrial space has been constructed in the Arlington portion of the CIC.
- The city’s 2018 subarea plan for the industrial center noted that one of the six key assets of the area was:  
**“Location near affordable workforce housing.** Many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need. Approximately 45% of the AMMIC [CIC] employees live less than 10 miles of the subarea, reflecting the appeal of the immediate vicinity for employees.”
- NorthPoint owns these 49 acres, which acreage is part of a 426-acre industrial park spread across Marysville and Arlington. NorthPoint has development agreements with both cities with plans to develop ±4 million square feet of industrial space.
- Due to the rapid industrial growth in the CIC, NorthPoint and other developers are hearing from businesses in the CIC and future tenants that they are concerned about the availability of and competition for enough workforce and that there is a deficit in *“the supply of workforce housing”* available near the CIC.
- The CIC’s subarea plan, nor other city plans, did not contemplate how affordable workforce housing would be sustained during a period of sustained employment growth like that which the city is presently experiencing (and which it will continue to experience).
- The CIC at the time of its certification more than exceeded the 75% minimum requirement for core industrial zoned properties (having over 80%) and the subject parcel is not needed to retain the CIC’s regional designation.
- The percentage of the CIC devoted to core industrial uses was increased in 2020 as a result of rezones in Arlington that converted ±114 acres from Highway Commercial and General Commercial (with a mixed-use overlay) to Light Industrial.
- This proposal satisfied criterion (d) by demonstrating the property is practically and physically suited for the uses allowed in the proposed zone reclassification based on the following:
  - The property’s physical characteristics, including its shape and the impact of the relocated Edgecomb Creek on its developability. With Edgecomb Creek restored and the creation of a habitat mitigation corridor only ±24 of the ±49 acres is developable.
  - That the property is similar in physical characteristics to the R-18 zoned and developed properties to the west.
  - The property can physically and practically support the same or similar improvements required on 51<sup>st</sup> Avenue and 152<sup>nd</sup> Avenue as must be constructed by the existing industrial development planned.
  - The proposed rezone adjusts the boundary of the CIC by less than 1% of its total size, does not substantively impact the percentage of the area devoted to core industrial uses, and can be processed as a “minor boundary adjustment” under the Puget Sound Regional Council (PSRC) administrative policies.

## EXHIBIT C

# 51<sup>st</sup> AVE REZONE Applicant Presentation



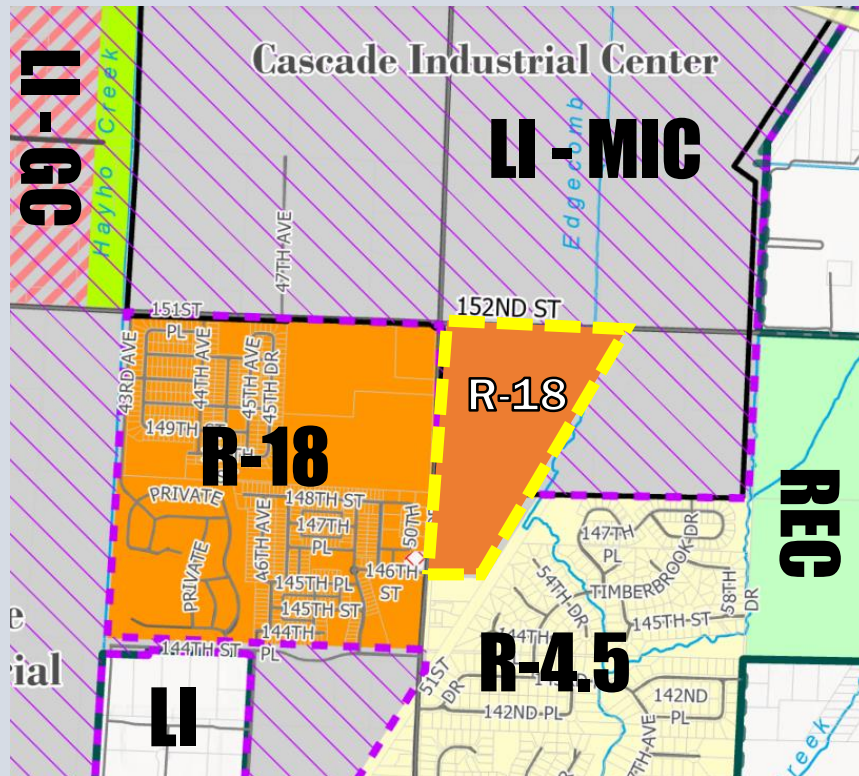
**TOYER STRATEGIC ADVISORS, INC.**



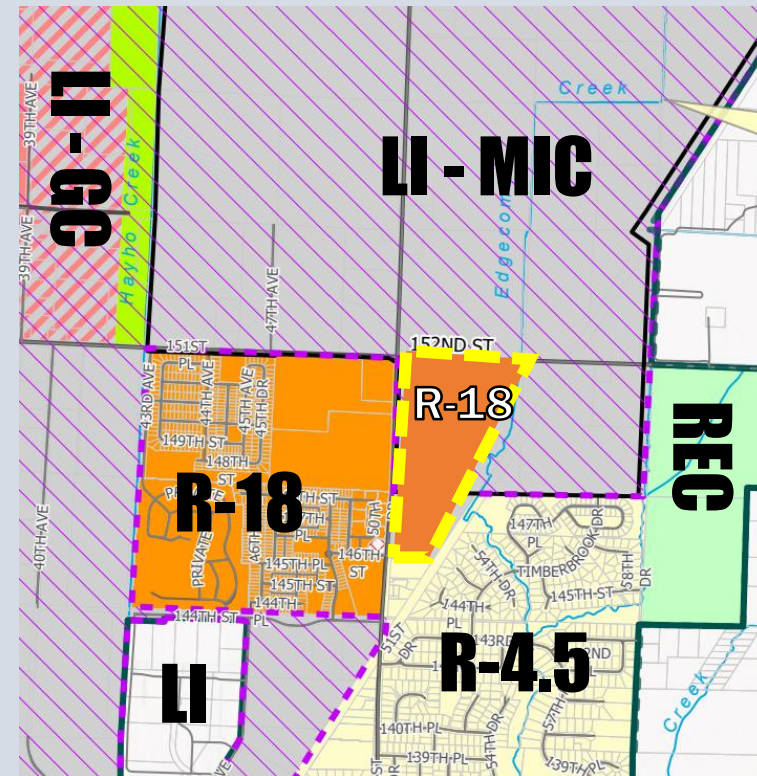


# Proposed Land Use & Zoning Designations

## Land Use Designation



## Zoning



# The Workforce Housing Dilemma

- In the 2018 Arlington-Marysville Manufacturing Industrial Center Subarea Plan notes that “*many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need.*”
- But with rapid industrial growth, developers, tenants, & prospective tenants are concerned.

When we started this project in 2020, there was very little new industrial activity in the CIC and no concern about the availability of workforce housing, however, in the years that have followed, millions of square feet of industrial space have been constructed and occupied by companies and thousands of new employees.

The result of this success is that during our marketing of Building 1 (now leased) and marketing for future buildings to be constructed, prospective tenants are expressing a growing concern that the area does not have enough workforce nor enough nearby workforce housing (market rate multi-family units) to continue to support the growth contemplated for the CIC.

NorthPoint Development has an apparent vested interest in seeing the CIC succeed. Based on the changed conditions since starting this project, we have reviewed our conceptual development plan and identified ±40 acres southeast of the intersection of 152nd Street NE and 51st Avenue as likely being better suited for non-industrial zoning and development due to its location adjacent to R-18 zoning (west) and single-family zoning (south and southeast). Having workforce housing in this location would be a benefit to the buildout of the CIC as that housing would be within ½ mile walking distance of ±2 million square feet of future industrial space on our property alone.

FROM  
NORTHPOINT  
LETTER TO  
COMMISSION  
DATED 9-27



# Overview of Proposed Rezone

- Lack of Workforce and Workforce Housing a Concern for Continued Industrial Growth
- Rezone area =  $\pm 49$  acres from Light Industrial to R-18 Multifamily
- Net impact =  $\pm 39$  acres removed from original CIC boundary
  - 10.18 acres of the light industrial zoning was previously zoned residential and was not in the original boundary of the CIC
- Does not affect amount of “core industrial” zoned lands
  - Arlington converted 114 acres of commercial zoning to light industrial in 2020
- Only Requires “Minor” Boundary Change to CIC
- Does Not Impact CIC Designation



Sources: Applicant Analysis

# Why the Proposed Rezone

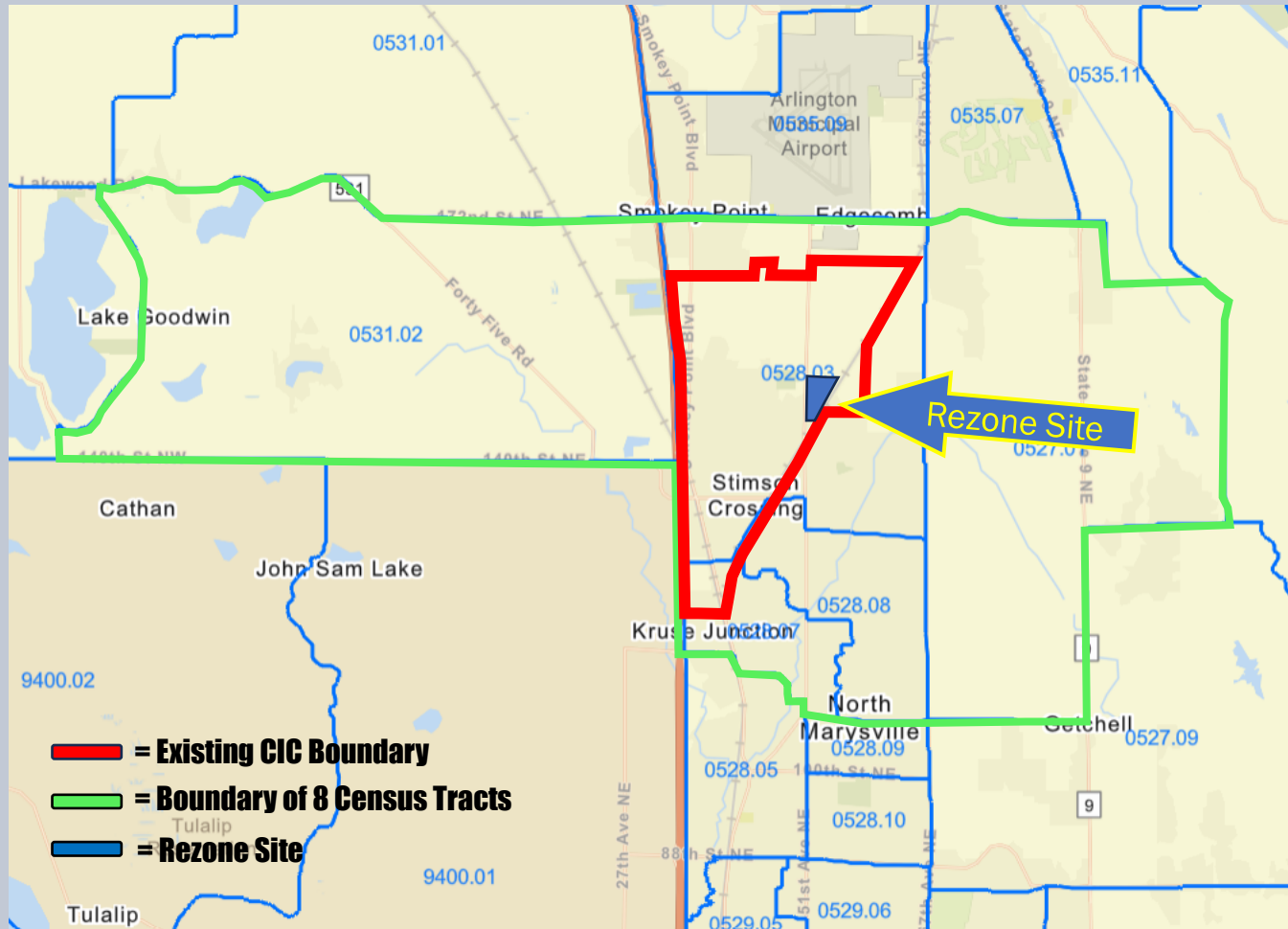
- Marysville is expected to accommodate 17,616 jobs between 2019 and 2044. And according to information from the PSRC, the CIC (as a whole) expected to accommodate  $\pm 20,000$  jobs by 2040.
- As rapid growth in CIC has occurred since 2020, there's a growing concern among industrial developers and their prospective tenants that the area does not have large enough workforce for the anticipated buildout and that the area lacks enough workforce (rental) housing.
- Lack of existing workforce (rental) housing near the industrial center core as 73% of the housing is owner occupied while only 22% is renter occupied (5% vacant). Citywide the percentage of rental units is only 30% of the housing inventory.



*Sources: Marysville Draft Housing Action Plan (ECONorthwest), PSRC data, Snohomish County Housing Needs Report (aka "The HO-5 Report"),*



# Marysville, WA – Workforce Housing & Jobs



## Federal Financial Institutions Examination Council (FFIEC)

Census Tract	Total Housing	Owner	%	Renter	%
535.07	2,092	1,856	89%	200	10%
531.02	2,150	1,688	79%	369	17%
535.09	1,892	1,009	53%	779	41%
531.01	1,960	1,070	55%	716	37%
528.08	1,303	1,086	83%	130	10%
528.07	1,615	1,174	73%	439	27%
527.01	640	528	83%	78	12%
528.03	2,324	1,824	78%	417	18%
	13,976	10,235	<b>73%</b>	3,128	<b>22%</b>

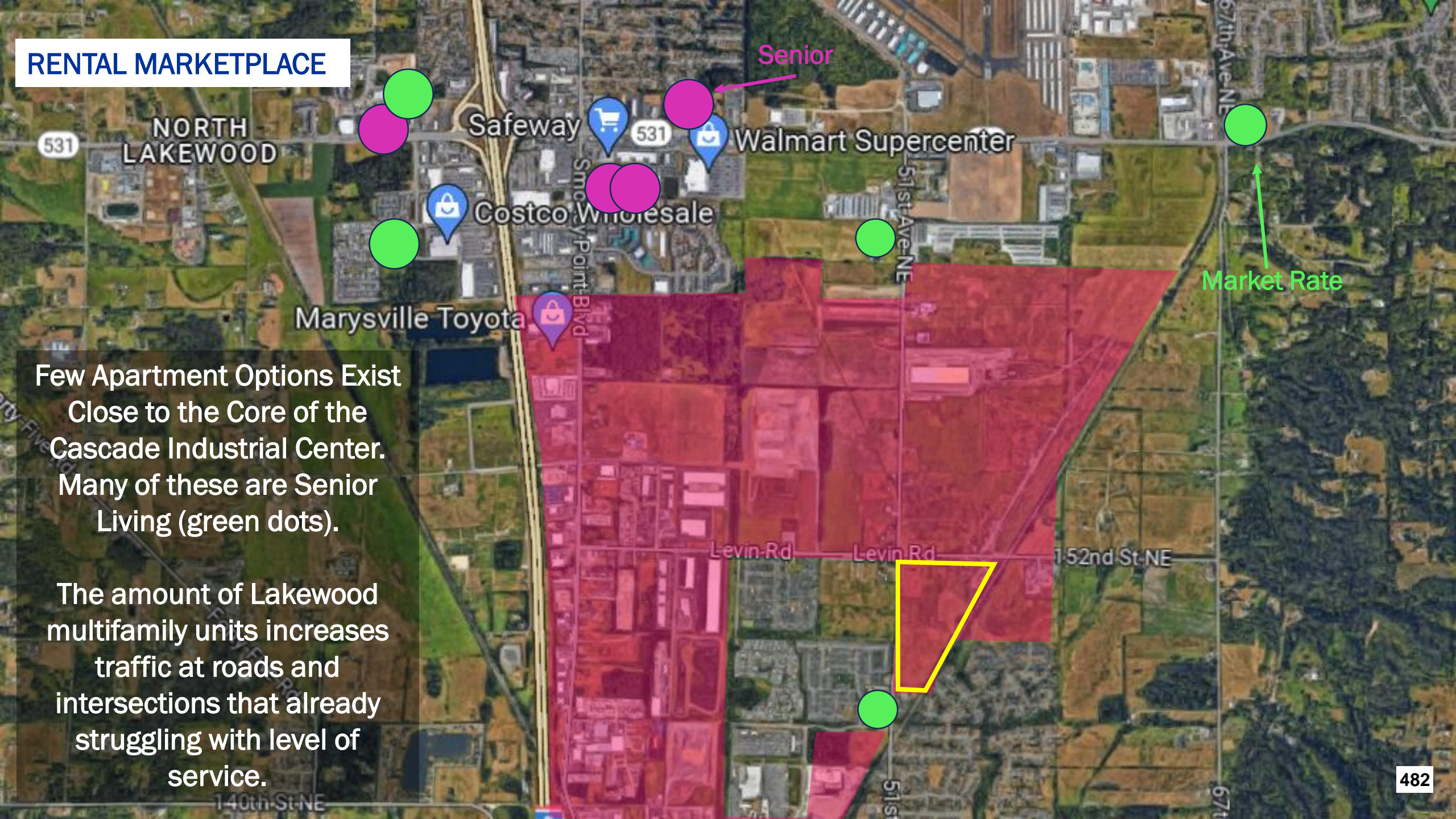
## Key Takeaways:

- Over 73% of housing in the 8 census tracts immediately surrounding the Cascade Industrial Center (CIC) are owner occupied
- Current vacancy rate for all housing is  $\pm 5\%$
- Proposed rezone site is adjacent to future jobs center and would supply 768 rental units of workforce housing in an area where rental options are limited



Sources: Census Bureau, Federal Financial Institutions Examination Council (FFIEC) 2022 Data for Census Tracts 528.03, 527.01, 528.07, 528.08, 531.01, 535.09, 531.02, 535.07

# RENTAL MARKETPLACE



Senior

Market Rate

Few Apartment Options Exist Close to the Core of the Cascade Industrial Center. Many of these are Senior Living (green dots).

The amount of Lakewood multifamily units increases traffic at roads and intersections that already struggling with level of service.

# Location, Location, Location

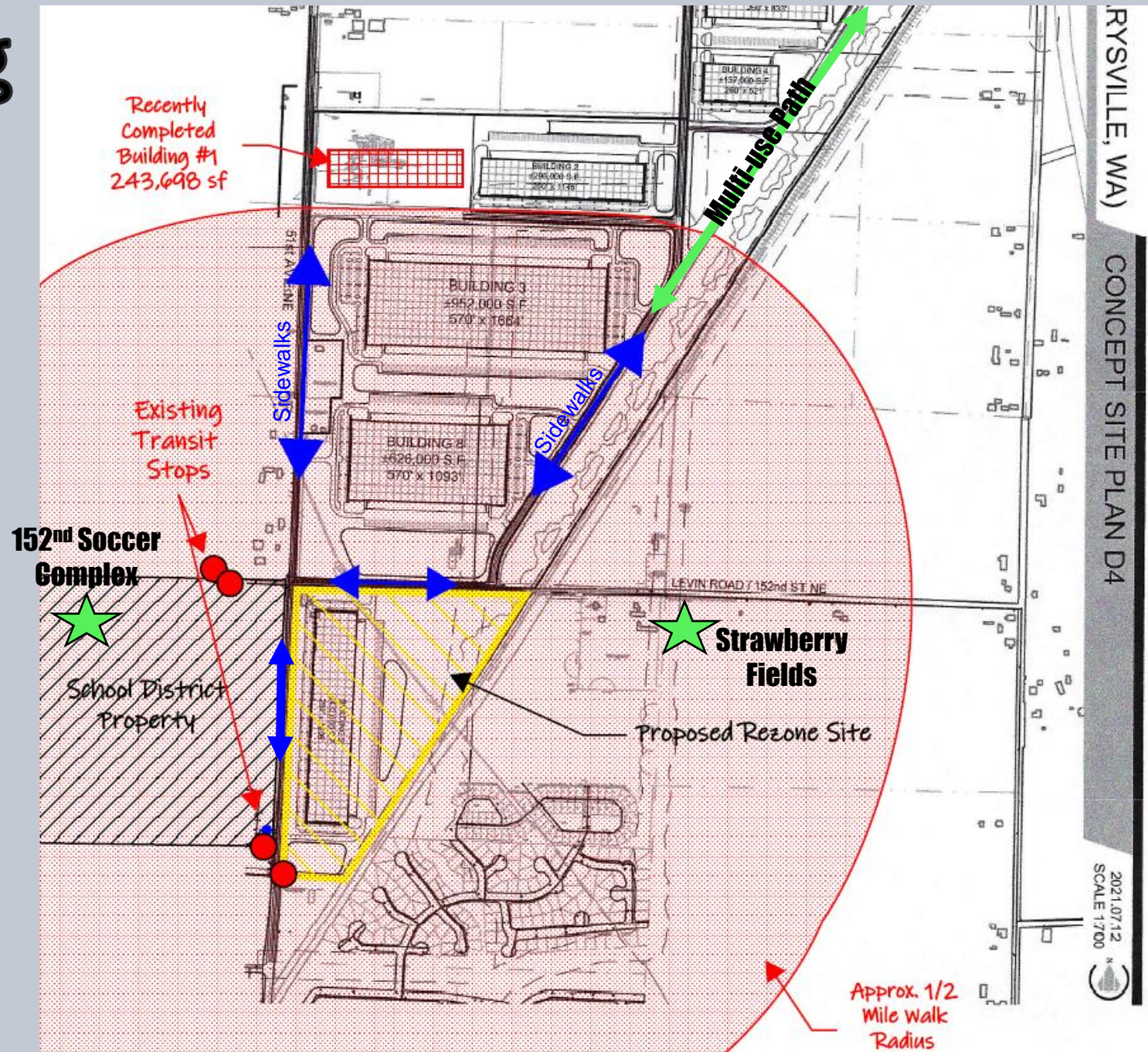
- Proposed rezone to R-18 multifamily is along existing Community Transit “Core Route” corridor and potential route for future Swift bus service.
- Eventual multifamily housing would be within ½ mile walking distance of transit stops and over 2 million square feet of industrial space ([see next slide](#)).
- Proposed rezone area would utilize 152<sup>nd</sup> as the transition from industrial to residential zoning to the south and southeast.



Sources: Community Transit, Applicant Analysis, NorthPoint Development Agreement Exhibit D – Road Crosssections

# Workforce Housing Near Jobs

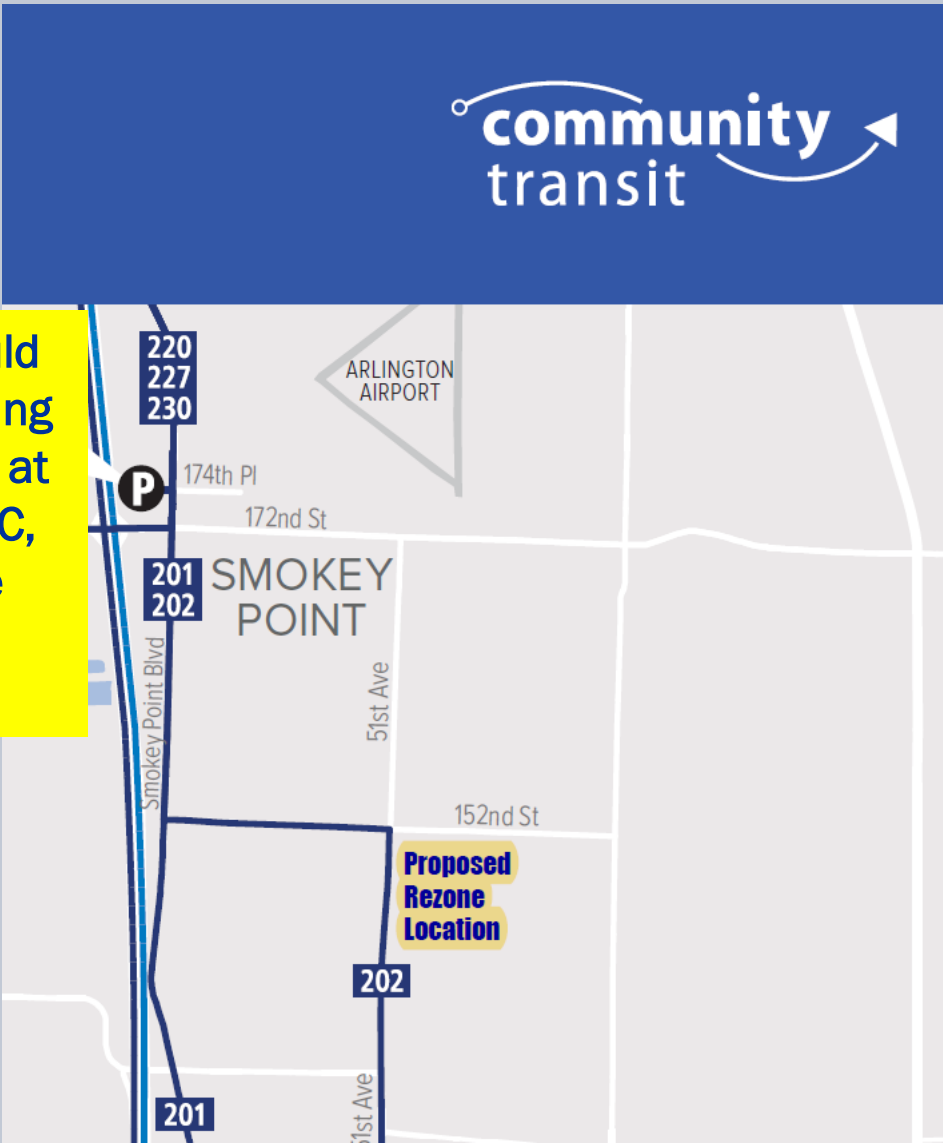
- Rezone would put apartment units within walking distance of millions of square feet of existing and future industrial development
- Residents would have access to transit, bike lanes, recreational amenities, and sidewalks and trails
- Site is adjacent to school district property which could be a future school.



Sources: Applicant Analysis, Community Transit

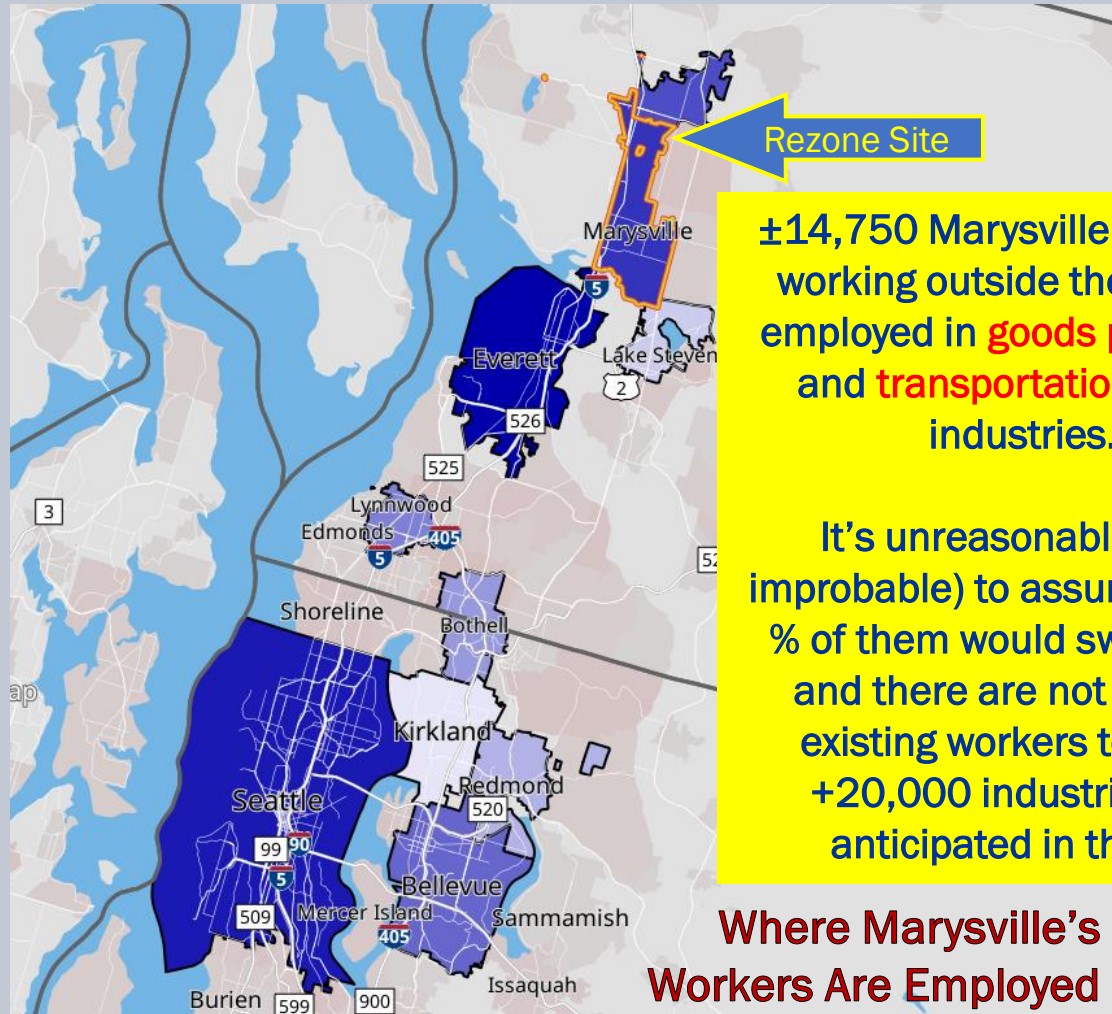


Proposed Rezone would create workforce housing on key transit corridor, at the doorstep to the CIC, and away from more established SF neighborhoods.



Sources: Community Transit, Applicant Analysis

# Marysville, WA – Workforce Analysis



- Marysville, WA Population (July 2022): **72,275 (+2.2%)<sup>1</sup>**
- Total # of Workers Living in Marysville **33,724**
  - Residents Employed outside the City: **30,514 (90%)**
- Total Jobs in the City: **14,015**
  - # of Residents employed in the City: **3,210 (23%)**
  - % of jobs held by persons living outside City: **77%**
  - % in Trade, Transp. & Utilities: **24% (3,470)**
  - % in Goods Producing Industries: **24% (3,364)**
- Total # of Workers Living in Marysville: **33,724**
- Average Commute Time for Marysville Resident: **31.4 minutes**
- Top 4 Cities Outside the City Where Residents Commute:
  - Everett (7,217)**
  - Seattle (3,911)**
  - Arlington (1,234)**
  - Bellevue (1,199)**
- Top 4 Origins for Workers Employed, But Not Living in the City:
  - Everett (1,000)**
  - Arlington (705)**
  - Lake Stevens (498)**
  - Mount Vernon (297)**



**Sources:** U.S. Census Bureau Quick Facts, U.S. Census Bureau LEHD Origin-Destination Employment Statistics (LODES), and US Census Bureau OntheMap Application (2020 Data Release Updated)

<sup>1</sup> Percent Population Increase Since April 1, 2020

# Meets Rezone Criteria (MMC 22G.10.440)

(a) There is a demonstrated need for additional zoning as the type proposed

*Staff states the proposal doesn't meet this criterion because the city has enough zoned housing capacity for the next twenty years.*

## Applicant contends that:

- CIC subarea plan states affordable workforce housing was a key asset cited by businesses.
- Policy AMMIC-ED-4.1 calls for the city to “ensure that city zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.”
- According to the city’s Housing Action Plan, the median home price in 2022 climbed to over \$600,000 (at 7.3% interest, 5% down, the monthly payment is \$5003.65, including principal, interest, taxes, insurance, HOA fees, etc.) and multifamily rents have risen 53% to an average of \$1,685.
- Only 30% of the city’s current housing inventory consists of rental units and 49% of renters are cost burdened.
- Snohomish County has initially allocated 14,253 housing units to Marysville by 2044 with 7,090 housing units require for those making at or above 120% the adjusted median income.
- City lacks rental housing options near the CIC where city’s employment growth is concentrated.



**Sources:** Marysville-Arlington Manufacturing Industrial Center Subarea Plan, Marysville Comprehensive Plan, Marysville Draft Housing Action Plan, Snohomish County Housing Needs Report (HO-5 Report), City Housing Needs Report, Applicant Analysis

# Meets Rezone Criteria (MMC 22G.10.440)

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

*Staff **agrees** the proposal is consistent with the criteria as the proposed zoning and density are consistent with R-18 zoning to the west and single-family residential zoning to the south and southeast, and the rezone would add a better transition between the industrial and single family.*

## Applicant concurs and adds:

- The proposed rezone would be located across a future five lane arterial (152<sup>nd</sup> Street NE) from the industrial park, which can serve as a transition between the light industrial area and the proposed multifamily.



Sources: Applicant Analysis



# Meets Rezone Criteria (MMC 22G.10.440)

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

*Staff **disagrees** with the Applicant and contends that while there have been significant changes citywide, there are not significant changes to the subject property and its surrounding properties to warrant a change.*

## Applicant disagrees:

- The CIC was designated in 2019 and since entitlements began in 2020 the market conditions have rapidly evolved as land was consolidated quickly into large industrial projects. This has influenced site design and building footprints, which are different than the scale contemplated in the 2018 plan.
- There is roughly 1.7MM square feet of new industrial space finished or under construction in Marysville near this site and >3 million square feet of industrial space that have been constructed in Arlington.
- The city's 2018 subarea plan for the industrial center noted that one of the six key assets of the area was:

**“Location near affordable workforce housing.** Many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need. Approximately 45% of the AMMIC [CIC] employees live less than 10 miles of the subarea, reflecting the appeal of the immediate vicinity for employees.”

- NorthPoint owns this 49 acres, which acreage is part of a 426-acre industrial park spread across Marysville and Arlington. NorthPoint has development agreements with both cities with plans to develop ±4.2 million square feet of industrial space. Rapid industrial growth has Business which they are seeking as future tenants are concerned about there is a deficit in *“the supply of workforce housing”* and significant competition to attract future workforce to jobs in the area.



# Meets Rezone Criteria (MMC 22G.10.440)

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

Staff **agrees** the proposal is consistent with this criterion.

## Applicant concurs and adds:

- The proposed rezone would create housing opportunities adjacent to sidewalks and walking trails that are planned throughout the CIC. Thus, the site is well-suited for providing housing options within walking distance of future industrial jobs.
- The proposed rezone is consistent with PSRC's checklist for centers designation, which requires that these designated subareas address alternatives to employee commuting besides single occupant vehicles (SOVs).
- The proposed rezone is along a Community Transit "Core Route" and may be served by future SWIFT service as it is included within several of the alternatives being studied.



Sources: Applicant Analysis

# Will Not Affect CIC Designation (Part I)

- Area officially designated as an “Industrial Growth Center” by PSRC in May 2019
- To earn and maintain the designation, it must meet the following minimum requirements:

<b>Centers Framework</b>	<b>Minimum Requirement</b>	<b>At Time of Certification</b>
Minimum Acreage	2,000	4,019
Existing Employment	4,000	7,773
Target Employment (Future)	10,000	20,000 (estimate by 2040)
Employment Capacity	10,000	24,800-32,700
Minimum Land Area Zoned for Core Industrial Uses	75%	81%
Employment Mix (% of industrial jobs)	50%	80%



*Sources: PSRC Regional Manufacturing/Industrial Center Designation Report, PSRC Regional Manufacturing/Industrial Center Plan Review Certification Report, Marysville-Arlington Regional Center Designation Application Form*

# Will Not Affect CIC Designation (Part II)

## Rezones in the CIC:

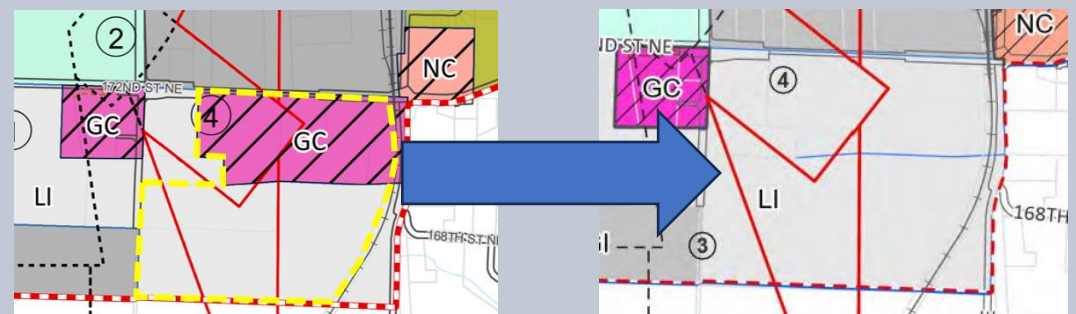
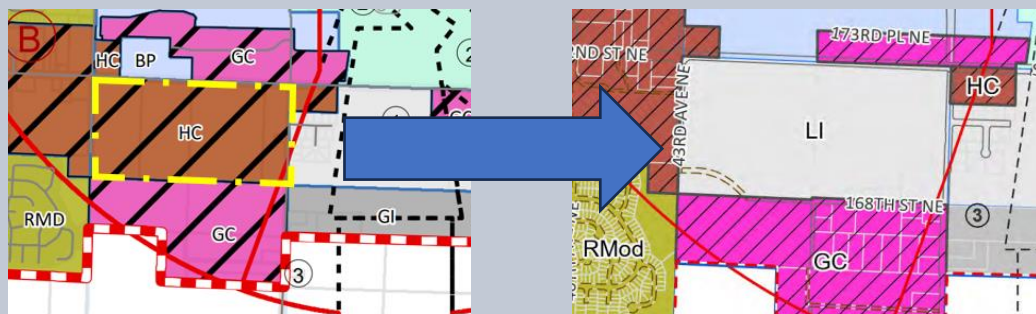
- Arlington has completed two rezones that converted 114.32 acres to “Core Industrial Uses”
  - National Foods Rezone of 75.12 acres from Highway Commercial w/ Mixed Use Overlay to Light Industrial
  - NorthPoint Rezone of 39.2 acres from General Commercial with Mixed Use Overlay to Light Industrial

## Key Point:

- An outcome of the rezones was removing ±114 of the city’s “Mixed Use Overlay” which overlay have have allowed multifamily uses.

## Net Result:

- Created an additional 2.84% of zoning for “Core Industrial Uses” within the whole CIC boundary



Sources: Arlington City Council Minutes, Applicant Analysis

# Will Not Affect CIC Designation (Part III)

## Rezone Proposal:

- 49 acres from Light Industrial to R-18 Multifamily
- Only a net 39-acre reduction from the original CIC Boundary
- Reduces size of original 4,019-acre boundary by 39 acres by less than 1% (0.97%)



*Sources: Original PSRC Application for Boundary and Applicant Analysis*

# Will Not Affect CIC Designation (Part IV)

## PSRC Administrative Procedures for Regional Centers:

- Minor Boundary Adjustments are defined as increasing or decreasing the center boundary by less than 10%.
- Adjustments can be made based on:
  - Revisions to better follow geographic features or topography, including correcting mapping errors
    - The rezone would create a better boundary transition between the industrial park and adjacent residential areas.
  - Adjustments that result from changes to rights-of-way or property line adjustments
    - Changes to rights-of-way will occur with the proposed NorthPoint development north of 152<sup>nd</sup> as that road will become a 5-lane arterial. Additionally, property line adjustments/native growth protection areas have now been established along the relocated Edgecomb Creek. These changes and developments support the rezone and this adjustment criteria.
  - Adjustments based on updated subarea planning **and development opportunities**
    - Workforce and workforce housing is a growing business concern and the proposed rezone and boundary adjustment recognize the development opportunity to locate needed workforce housing options adjacent to a fast-growing employment center.



Sources: Original PSRC Application for Boundary and Applicant Analysis

# Will Not Affect CIC Designation (Part V)

Centers Framework	Minimum Requirement	At Time of Certification	Comments	Impact to CIC Designation?
Minimum Acreage	2,000	4,019	Arguably, the total acreage was increased in 2022 by 0.25% (less than 1%) with approval of the 10.18-acre NorthPoint rezone. The proposed rezone of 49, which removes a net total of 39 acres from the original size of the CIC, would reduce the area of the CIC by 0.97% (less than 1%).	No.  Area still exceeds minimum threshold.
Existing Employment	4,000	7,773	According to both cities' marketing of the CIC, the area was on track to add 2,000 jobs in high-tech manufacturing, packaging, and distribution in 2021. The CIC is approaching 10,000+ existing jobs as of present.	No.  Area still exceeds minimum threshold.
Target Employment (Future)	10,000	20,000 <i>(estimated by 2040)</i>	According to both cities' marketing of the CIC, the area is projected to create an additional 12,000 new jobs by 2040.	No.  Area still exceeds minimum threshold.



Sources: Original PSRC Application for Boundary and Applicant Analysis

# Will Not Affect CIC Designation (Part VI)

Centers Framework	Minimum Requirement	At Time of Certification	Comments	Impact to CIC Designation?
Employment Capacity	10,000	24,800-32,700	Figures in the subarea plan for the CIC indicated an employment density range of 5 to 14 jobs per gross acre was assumed for planning. Using an average of 9.5 jobs per acre, the original rezoning and removing the original 39 acres ( <i>not the full 49 acres resulting from the 10.18-acre rezone in 2022</i> ) from the CIC might result in an average net reduction of $\pm 370$ jobs from the original projection or between $\pm 1.13\%$ to $\pm 1.49\%$ of original jobs total.	No.  Area still exceeds minimum threshold.
Minimum Land Area Zoned for Core Industrial Uses	75%	81%	With Arlington's 2020 rezones, the zoned land devoted to Core Industrial Uses was increased to $\pm 84\%$ . The proposed rezone has a net impact of 0.97% (less than 1%).	No.  Area still exceeds minimum threshold.
Employment Mix (% of industrial jobs)	50%	80%	With the 2020 rezones in Arlington, the percent of employment devoted to industrial jobs would have been adjusted further upwards as commercial zoning was converted to industrial zoning, decreasing future commercial employment. With a projected net impact of $\pm 370$ jobs, the proposed rezone would have an insignificant effect on the employment mix which already exceeds the threshold.	No.  Area still exceeds minimum threshold.



Sources: Original PSRC Application for Boundary and Applicant Analysis



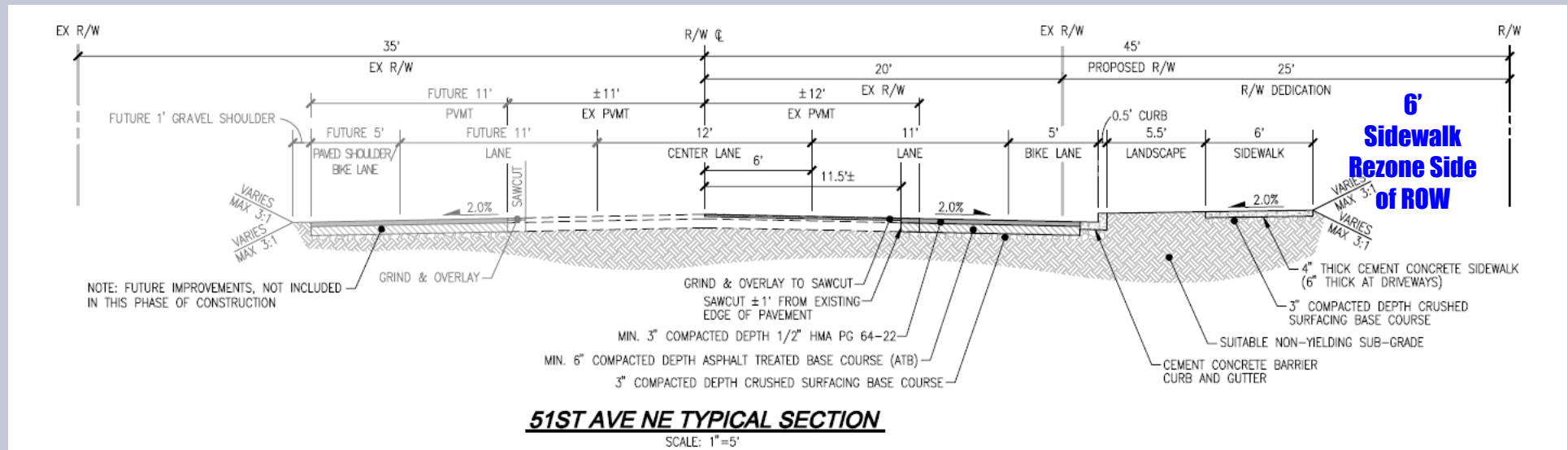
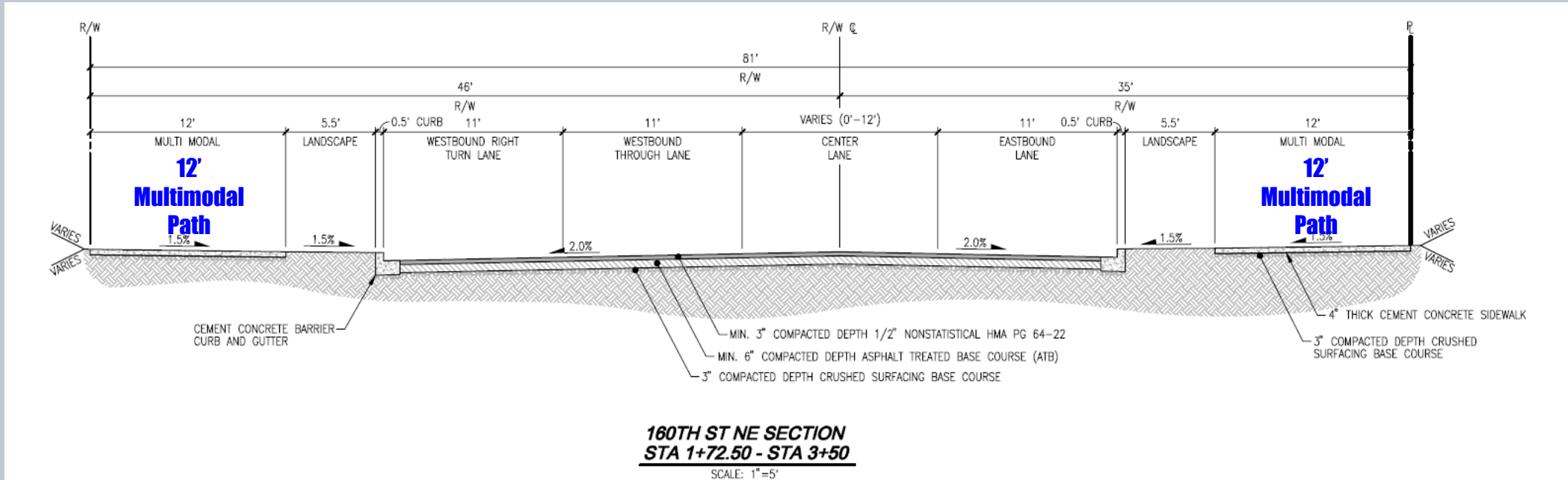
# Existing & Draft Policy Support

- **Draft Housing Action Plan Strategy #1 – Increase Housing Diversity to Expand Rental and Homeownership Opportunities for a Wider Range of Households**
  - Action 1.1: Increase density along proposed transit lines to [accommodate more multifamily development](#)
  - Rationale: *To support the growing workforce and support existing workers who may be currently unable to afford housing in Marysville, [the City should prioritize more multifamily development at higher densities, especially in areas with existing and future transit access.](#)*
  - Income Level Served: Moderate
- **Arlington Marysville Manufacturing Industrial Center Subarea Plan:**
  - AMMIC-ED-4.1: Ensure that City zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.
- **Marysville Comprehensive Plan**
  - HO-18 - [Provide affordable housing opportunities close to places of employment.](#)
  - HO-19 - [Consider the location of traffic routes, transit, bike and pedestrian trails, in locating new housing](#)
  - LU-24 - [Distribute higher densities in appropriate locations.](#) Locate in residential areas where they will not detract from the existing neighborhood character. [Locate near employment and retail centers, and to transportation corridors as appropriate.](#)

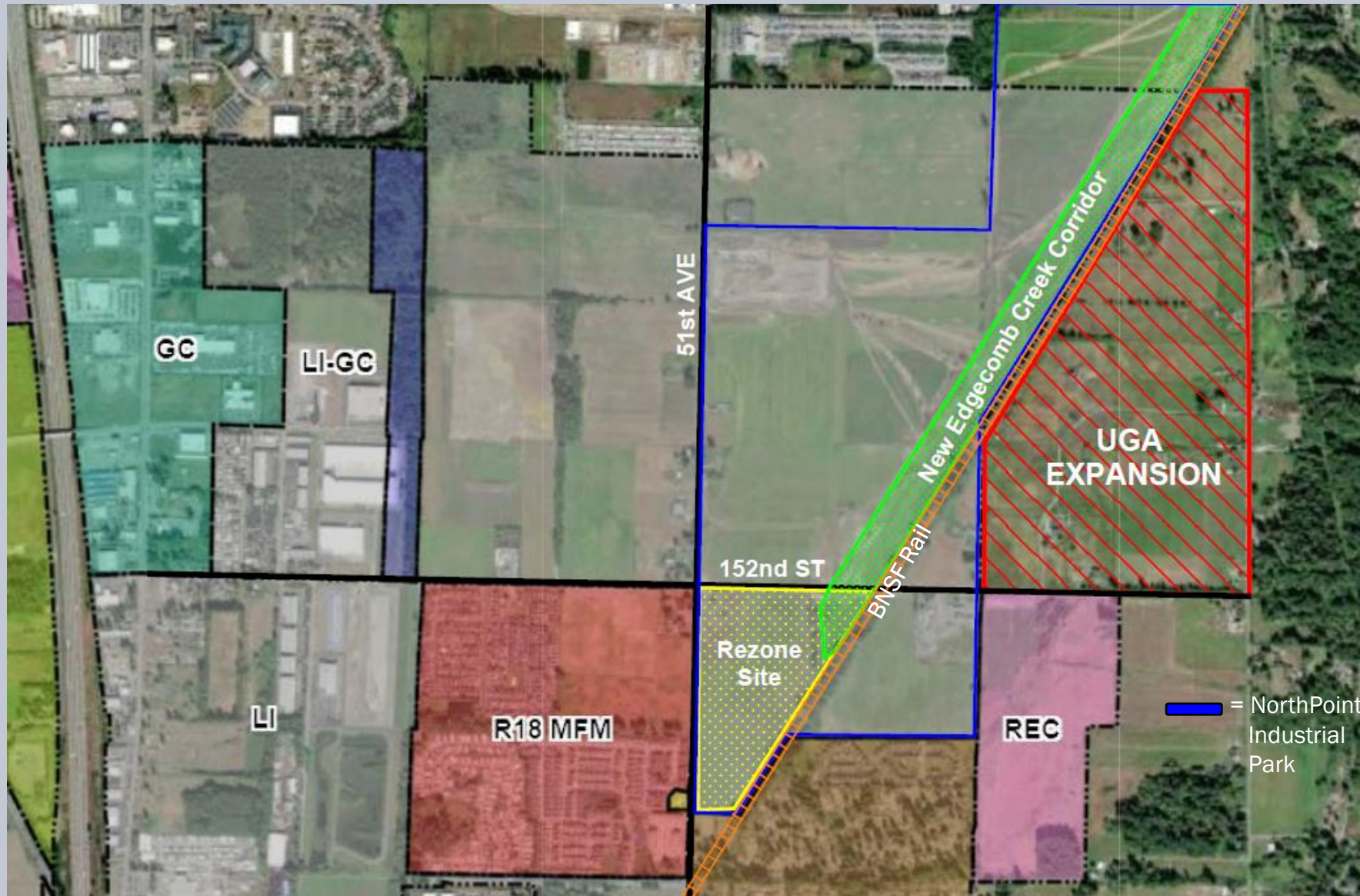


Sources: Draft Housing Action Plan, Arlington Marysville Manufacturing Industrial Center Subarea Plan, Marysville Comprehensive Plan

# Roads & Sidewalks Planned



# Proposed 182-acre UGA Expansion (Light Industrial)



- UGA expansion area would more than replace rezone site.
- Needed to add area for rail served industrial.
- Goes to County Planning Commission Oct 24<sup>th</sup>
- Needs City Support Now.



## EXHIBIT D



September 27, 2023

Planning Commission

City of Marysville

501 Delta Avenue

Marysville, WA 98270

### **51ST AVENUE REZONE**

Dear Commissioners,

As you know, NorthPoint Development acquired 426 acres of industrial land in the Cascade Industrial Center (CIC), including  $\pm 339$  acres and the first building in what will ultimately be  $\pm 4$  million square feet of industrial space.

When we started this project in 2020, there was very little new industrial activity in the CIC and no concern about the availability of workforce housing, however, in the years that have followed, millions of square feet of industrial space have been constructed and occupied by companies and thousands of new employees.

The result of this success is that during our marketing of Building 1 (now leased) and marketing for future buildings to be constructed, prospective tenants are expressing a growing concern that the area does not have enough workforce nor enough nearby workforce housing (market rate multi-family units) to continue to support the growth contemplated for the CIC.

NorthPoint Development has an apparent vested interest in seeing the CIC succeed. Based on the changed conditions since starting this project, we have reviewed our conceptual development plan and identified  $\pm 40$  acres southeast of the intersection of 152nd Street NE and 51st Avenue as likely being better suited for non-industrial zoning and development due to its location adjacent to R-18 zoning (west) and single-family zoning (south and southeast). Having workforce housing in this location would be a benefit to the buildout of the CIC as that housing would be within  $\frac{1}{2}$  mile walking distance of  $\pm 2$  million square feet of future industrial space on our property alone.

We've entered into an agreement with KM Capital, a strategic partner and the rezoning applicant, who intends to develop  $\pm 768$  units of workforce housing should the proposed redesignation and rezone be approved.

As the current landowner of the  $\pm 40$  acres in question and the largest industrial developer within the CIC, we believe that KM Capital's proposed rezone is necessary to address changes in workforce needs and ensure the long-term success of the CIC.

3315 N Oak Trafficway  
Kansas City, MO 64116

[www.BeyondTheContract.com](http://www.BeyondTheContract.com)



Regards,

A handwritten signature in black ink, appearing to read "Chad Meyer", is written over a light gray horizontal line.

Chad Meyer

President

NorthPoint Development

3315 N Oak Trafficway  
Kansas City, MO 64116

[www.BeyondTheContract.com](http://www.BeyondTheContract.com)

## EXHIBIT E

# KM CAPITAL 51<sup>ST</sup> AVENUE REZONE

## APPLICANT SUGGESTED ALTERNATIVE FINDINGS & CONCLUSIONS

1. KM Capital, LLC, applicant, is proposing a NON-PROJECT action rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18).
2. The proposed rezone area is located within two Neighborhood Planning Areas as designated in the Comprehensive Plan. Assessor's Parcel Number (APN) 31053400300300 is located in the Shoultes Neighborhood – Planning Area 9, and APNs 31053400200800 and 31053400200700 are located in the Smokey Point Neighborhood – Planning Area 10.
3. On-site critical areas consist of Wetland AH, Edgecomb Creek, and the 51<sup>st</sup> Avenue East Ditch. Wetland AH is a Category II wetland requiring a 100 foot buffer and Edgecomb Creek is a Type F stream requiring a 150 foot buffer. The 51<sup>st</sup> Avenue East Ditch is regulated as a wetland by the City of Marysville and Department of Ecology (DOE); however, the United States Army Corps of Engineers (USACE) has determined that the ditch is not a federally regulated Water of the United States. The NON-PROJECT action rezone will have no impacts to critical areas and associated buffers.
4. Access to the NON-PROJECT action rezone site is currently provided via both 51<sup>st</sup> Avenue NE and 152<sup>nd</sup> Street NE, and it is anticipated that a future project for the site would continue to have access to both streets. A robust network of streets has been planned for the Smokey Point Master Plan Area, which the majority of the rezone site is part of, in both the City's 2015 Comprehensive Plan Transportation Element and the Smokey Point Master Plan.
5. The proposed NON-PROJECT action rezone is **not** consistent with all of the pertinent development goals and policies in the Marysville Comprehensive Plan pertaining to multi-family residential, including but not limited to:

### **Arlington Marysville Manufacturing Industrial Center Subarea Plan:**

AMMIC-ED-4.1: Ensure that City zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce.

### **Marysville Comprehensive Plan**

HO-18 - Provide affordable housing opportunities close to places of employment.

HO-19 - Consider the location of traffic routes, transit, bike and pedestrian trails, in locating new housing.

LU-24 - Distribute higher densities in appropriate locations. Locate in residential areas where they will not detract from the existing neighborhood character. Locate near employment and retail centers, and to transportation corridors as appropriate.

6. The proposed NON-PROJECT action rezone complies with ~~two of~~ the four rezone criteria and pertinent development standards outlined in Title 22 MMC, *Unified Development Code*, including:
  - The proposal satisfies criterion (a) by demonstrating there is a need for additional multifamily housing to continue to support the successful development of the CIC based on the following:



- The CIC is supposed to accommodate +20,000 additional workers by 2044 and the preliminary employment targets for Marysville require the addition of 17,616 net new jobs between 2019 and 2044. Comparatively, Census LEHD Origin-Destination Employment Statistics should that of the 33,724 Marysville residents who are employed, 90% (30,514) commute out of Marysville for employment and only 14,750 of these residents are employed in goods producing or transportation/trade industries. Thus, the city cannot rely on its existing resident workforce to fill all of the anticipated jobs in the CIC and must create a greater variety of workforce housing.
- Policy AMMIC-ED-4.1 of the City's CIC subarea plan calls for the city to "ensure that city zoning and plans allow a variety of housing opportunities and types to provide a broad range of housing choices to the local workforce."
- Further, the city's market study supporting the creation of the CIC noted that affordable workforce housing was cited by businesses as one of the six key assets for the subarea's future development. By contrast, businesses, including NorthPoint, who is the developer of a +4 million square foot industrial park within the CIC, have provided testimony and/or communicated to the city that workforce housing is a growing concern that risks stunting the growth of the city's CIC.
- According to the city's Housing Action Plan, the median home price in 2022 climbed to over \$600,000 (at 7.3% interest, 5% down, the monthly payment is \$5003.65, including principal, interest, taxes, insurance, HOA fees, etc.) and multifamily rents have risen 53% to an average of \$1,685.
- Only 30% of the city's current housing inventory consists of rental units and 49% of renters are cost burdened.
- Snohomish County has initially allocated 14,253 housing units to Marysville by 2044 with 7,090 housing units required for those making at or above 120% the adjusted median income.
- City lacks workforce housing, particularly rental housing, options near the CIC where city's employment growth is concentrated and where concentrated employment growth could be easily connected to housing that would have access to transit and other non-single occupant vehicle modes of commuting.
- The proposal satisfies criterion (b) by demonstrating consistent and compatible with uses and zoning with the surrounding properties as the proposed rezone would provide for a better transition between the industrial zoning to the north and the adjacent single-family neighborhoods to the west, south and southeast of the rezone site.
- The proposal satisfies criterion (c) by demonstrating significant changes in the circumstances of the property to be rezoned or changes to surrounding properties that warrant a change in classification based on the following:
  - The CIC was designated in 2019 followed by the first project entitlements being submitted in 2020. Since 2020, the market conditions have rapidly evolved as land was quickly consolidated into large industrial parcels that expect to complete multiple projects in the coming years. This pace and pattern of development is different than the anticipated site design and building scale contemplated in the 2018 plan.

- Roughly 1.7MM square feet of new industrial space has been finished or is under construction in Marysville near this site and >3 million square feet of industrial space has been constructed in the Arlington portion of the CIC.
- The city's 2018 subarea plan for the industrial center noted that one of the six key assets of the area was:
  - "Location near affordable workforce housing. Many businesses cited the supply of affordable workforce housing in Arlington and Marysville as a key asset and need. Approximately 45% of the AMMIC [CIC] employees live less than 10 miles of the subarea, reflecting the appeal of the immediate vicinity for employees."**
- NorthPoint owns these 49 acres, which acreage is part of a 426-acre industrial park spread across Marysville and Arlington. NorthPoint has development agreements with both cities with plans to develop ±4 million square feet of industrial space.
- Due to the rapid industrial growth in the CIC, NorthPoint and other developers are hearing from businesses in the CIC and future tenants that they are concerned about the availability of and competition for enough workforce and that there is a deficit in "the supply of workforce housing" available near the CIC.
- The CIC's subarea plan, nor other city plans, did not contemplate how affordable workforce housing would be sustained during a period of sustained employment growth like that which the city is presently experiencing (and which it will continue to experience).
- The CIC at the time of its certification more than exceeded the 75% minimum requirement for core industrial zoned properties (having over 80%) and the subject parcel is not needed to retain the CIC's regional designation.
- The percentage of the CIC devoted to core industrial uses was increased in 2020 as a result of rezones in Arlington that converted ±114 acres from Highway Commercial and General Commercial (with a mixed-use overlay) to Light Industrial.
- This proposal satisfied criterion (d) by demonstrating the property is practically and physically suited for the uses allowed in the proposed zone reclassification based on the following:
  - The property's physical characteristics, including its shape and the impact of the relocated Edgecomb Creek on its developability. With Edgecomb Creek restored and the creation of a habitat mitigation corridor only ±24 of the ±49 acres is developable.
  - That the property is similar in physical characteristics to the R-18 zoned and developed properties to the west.
  - The property can physically and practically support the same or similar improvements required on 51<sup>st</sup> Avenue and 152<sup>nd</sup> Avenue as must be constructed by the existing industrial development planned.
  - The proposed rezone adjusts the boundary of the CIC by less than 1% of its total size, does not substantively impact the percentage of the area devoted to core industrial uses, and can be processed as a "minor boundary adjustment" under the Puget Sound Regional Council (PSRC) administrative policies.

7. As of the date of this report, written comments expressing concerns about the rezone were provided from one citizen. The concerns presented are summarized and addressed in Section 5 of this report. The Applicant satisfactorily addressed these comments in a May 2023 memo in the record for this rezone, highlighting that any future project would require traffic analysis to address traffic concerns and required improvements; that the increased density at the entrance to the CIC on 51<sup>st</sup> will promote additional transit usage on what Community Transit has designated as a core transit route; and that the capital facilities plan for the Marysville School District shows there is surplus of capacity for students at all levels for the school buildings which geographically would serve future students.
8. The proposed NON-PROJECT action rezone will make appropriate provisions for the public use and interest, health, safety and general welfare as it will support the continued, successful development of millions of square feet of industrial development and the creation of thousands of new jobs in Marysville.
9. A State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) was issued on July 27, 2023 (**Exhibit 20**). The appeal period expired on August 10, 2023; no appeals were filed.
10. A duly advertised public hearing ~~has been scheduled~~ was held before the Planning Commission on Tuesday, October 10, 2023 at 6:30 pm in City Hall Council Chambers to consider the NON-PROJECT action rezone request.
11. The Planning Commission recommended the proposed NON-PROJECT action rezone be DENIED on a vote of 4-3.
12. Recommendations from Staff and the Planning Commission are non-binding and the City Council has the authority to consider the full record for the NON-PROJECT action rezone.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** approving amendments to the Downtown Master Plan, MMC Ch. 22C.080, Downtown Master Plan Area - Design Requirements, and other minor associated MMC provisions.

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

**SUMMARY:** The Marysville City Council adopted the new [Downtown Master Plan](#) (DMP) on September 27, 2021 via [Ordinance 3191](#). The DMP is a plan, and associated development standards, that establishes key recommendations and implementation strategies to guide the future growth, development, and redevelopment of the City’s Downtown. The Downtown or DMP area is generally bounded by Grove Street to the north, Interstate 5 to the west, Ebey Slough to the south, and 47<sup>th</sup> Avenue/Armar Road/51<sup>st</sup> Avenue to the east, as depicted in **Exhibit 1**. The DMP outlines recommendations for development, transportation improvements, utilities, parks and trails. The associated development standards in Marysville Municipal Code (MMC) [Chapter 22C.080, Downtown Master Plan Area – Design Requirements](#) regulate:

- Permitted uses;
- Density, setbacks, and structure height;
- Architectural design including specific block frontage standards that guide the form of structures based on the frontage/street type that the property abuts;
- Access and circulation;
- Open space, lighting, and service area location; and
- Building massing, articulation, details, and materials.

The DMP has helped generate interest from the private sector in redeveloping Downtown as evidenced by an increase in pre-applications and formal land use applications for redevelopment including, notably, the Riverwalk project. Through fielding questions from interested parties and review of applications submitted over the past two years, City staff have identified several revisions that are needed to both the DMP and the development standards. Many of these revisions are to reconcile discrepancies between the DMP and the development standards, while others are needed to further reduce barriers to development or to ensure that development and redevelopment is more consistent with the desired community character. The main amendments which are proposed are summarized in the attached memo.

The complete amendments to the DMP and the code are set forth in exhibits attached to the draft ordinance. Please note that Exhibit A is the proposed DMP update with all changes incorporated, and Exhibit B is the proposed DMP update in legislative format so that the changes can be easily identified. The code amendments are set forth in Exhibits C through K.

At the Public Hearing on October 10, 2023, the Planning Commission made a recommendation of approval of the proposed amendments to City Council for adoption by Ordinance.

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**ATTACHMENTS:**

[Memo re. Downtown Master Plan amendments](#)  
[Ordinance DMP and code amendments](#)  
[PC Minutes - 9.26.23 and 10.10.23](#)

## MEMORANDUM

**DATE:** November 6, 2023  
**TO:** Planning Commission  
**FROM:** Angela Gemmer, Principal Planner  
**SUBJECT:** Downtown Master Plan (DMP) amendments  
**ECC:** Haylie Miller, Community Development Director  
Chris Holland, Planning Manager  
**Exhibit:** 1. Current DMP map

The Marysville City Council adopted the new [Downtown Master Plan](#) (DMP) on September 27, 2021 via [Ordinance 3191](#). The DMP is a plan, and associated development standards, that establishes key recommendations and implementation strategies to guide the future growth, development, and redevelopment of the City's Downtown. The Downtown or DMP area is generally bounded by Grove Street to the north, Interstate 5 to the west, Ebey Slough to the south, and 47<sup>th</sup> Avenue/Armar Road/51<sup>st</sup> Avenue to the east, as depicted in **Exhibit 1**. The DMP outlines recommendations for development, transportation improvements, utilities, parks and trails. The associated development standards in Marysville Municipal Code (MMC) [Chapter 22C.080, Downtown Master Plan Area – Design Requirements](#) regulate:

- Permitted uses;
- Density, setbacks, and structure height;
- Architectural design including specific block frontage standards that guide the form of structures based on the frontage/street type that the property abuts;
- Access and circulation;
- Open space, lighting, and service area location; and
- Building massing, articulation, details, and materials.

The DMP has helped generate interest from the private sector in redeveloping Downtown as evidenced by an increase in pre-applications and formal land use applications for redevelopment including notably, the Riverwalk project. Through fielding questions from interested parties and review of applications submitted over the past two years, City staff have identified several revisions that are needed to both the DMP and the development standards. Many of these revisions are to reconcile discrepancies between the DMP and the development standards, while others are needed to further reduce barriers to development or to ensure that development and redevelopment is more consistent with the desired community character. The key proposed amendments are summarized below:

### **DMP Boundaries and Riverwalk Site.**

- A portion of the proposed Riverwalk project is located outside of the Downtown Master Plan Area. Most of the property is zoned Downtown Core (DC), but approximately three (3) acres is currently zoned Light Industrial (LI) which is inconsistent with the proposed use of the property. The boundaries of the DMP are proposed to be expanded to include the Riverwalk project, and the portion of the property currently zoned LI is proposed to be rezoned to DC.
- The Downtown Master Plan Area is identified as a Residential Target Area for a property tax exemption for multi-family development. The boundaries of the Residential Target Area are proposed to be revised to include the Riverwalk project as shown in **Exhibit 6**. This change is not technically subject to the Planning Commission process; however, is included with the overall package of DMP code amendments.

**Flex and Flex Residential.** Currently, the DMP has a Flex (F) zone that allows for non-residential uses. Some areas with the Flex zone have a Flex Residential Overlay (FR) that allows residential uses to be pursued in addition to the non-residential uses allowed in the Flex zone. Currently, the permitted uses matrices in MMC Table 22C.080.120 includes a column for the Flex zone which is intended to capture uses for both the F and FR zoning designations. The residential uses that are allowed with the Flex Residential Overlay are not included in the table, but are instead outlined in a separate code section (MMC 22C.080.130) which follows the matrices.

This organization has resulted in confusion by applicants as to what is allowed in the Flex zone versus the Flex zone with Residential Overlay, and has been cumbersome for staff to administer. To clarify the standards, the Comprehensive Plan and Zoning maps are proposed to be amended to eliminate the Flex Residential Overlay, and simply have a Flex zone and a Flex Residential zone. These zones would each have separate columns in the permitted uses matrices, and the standalone section pertaining to the Flex Residential Overlay would be repealed. A few non-residential uses, that are incompatible with residential uses, would be removed from the Flex Residential zone.

**Third Street Character Area.** The Third Street Character Area, which provides standards to promote development that is consistent with the historic character of Third Street, is proposed to be added to the Comprehensive Plan and zoning maps so that it is clear where the standards apply, and ensure that they are not overlooked.

**Residential Density and Dimensional Standards.** Proposed amendments to density and dimensional standards follow:

#### **Density**

- The DMP established minimum and maximum densities for most DMP zones while MMC Chapter 22C.080 established a minimum density, a maximum base density, and a maximum density for most DMP zones. To streamline the code, the maximum base density is proposed to be eliminated, and the minimum and maximum density requirements are proposed to be retained.

- A minimum density of 45 dwelling units per acre was established for the Downtown Core (DC) and Midrise Multifamily (MMF) zones. Based on feedback from the development community, and research regarding other jurisdictions' requirements, this level of minimum density appears to be set too high and is proposed to be lowered to 20 dwelling units per acre which is more comparable to what other jurisdictions require and is more achievable. The 20,000 square foot (property size) threshold for applying minimum densities would be removed and replaced with a director waiver of the minimum densities in certain situations.
- Minimum densities are proposed to be established in the Flex Residential (FR), Middle Housing 1 (MH1), and Middle Housing 2 (MH2) zones. The minimum density for FR is proposed to be set at 20 dwelling units per acre, while the less intensive MH1 and MH2 zones are proposed to be set at 10 dwelling units per acre. These densities would ensure that the development is occurring Downtown at reasonable densities while not being so strict that the minimums are unachievable. A director waiver of the minimum densities would be included for certain situations.
- The maximum density field would be retained; however, a maximum density would not be established. Instead setbacks, height limitations, parking, open space, and associated development standards would limit the density.
- Residential Density Incentives (RDI) would also no longer be required in order to pursue the maximum allowed density Downtown. The City is trying to encourage development Downtown. Requiring that RDI be pursued for residential development adds additional requirements, expense, and a barrier for pursuing density, which contradicts other efforts that the City has made to enable greater density Downtown (e.g. the Downtown Multi-family Property Tax Exemption, form based code, etc.).

### **Setbacks**

- The code section with supplemental side and rear yard setback requirements is currently in Article IV, and is proposed to be relocated directly following the general density and dimensional table given the frequency with which this section is used.
- Windowless firewalls currently require no setback from the property line. While this may be appropriate in commercial and high density residential areas, it appears to be out of character for the Middle Housing 1 (MH1) and Middle Housing 2 (MH2) zones which are currently predominantly characterized by single family residences with some duplexes and small multi-family buildings. A five foot setback would be required for side yards except where a greater setback is required for light and air access.
- Similarly, given the existing and proposed residential character of the MH1 and MH2 zones, a setback ranging from 10 to 15 feet is recommended for side yards abutting a public street.
- References to the special standard for projects abutting residential zones, and for light and air access, have been added to the setback table for clarity.

**Land Use and Permitted Uses.** Several land uses outlined in the DMP do not align with the permitted uses matrices in MMC Chapter 22C.080. Most amendments consist of



resolving these discrepancies in favor of the use that best aligns with the intent of the DMP, or will be most compatible with existing and anticipated land uses. Due to the volume of changes, only the most significant amendments are summarized below:

- **Downtown Core (DC).** In the DMP, clarify that multi-family residences and light industrial/manufacturing (indoors) are both allowed in the DC zone.
- **Main Street (MS).** In the DMP, clarify that:
  - Retail is a Conditional Use for structures over 20,000 square feet (SF) gross floor area (GFA);
  - Light industrial/manufacturing is not allowed; and
  - Artisan manufacturing is allowed.
- **Flex (F).** In the MMC, clarify that Day care IIs are allowed, and in the DMP clarify that:
  - Light industrial/manufacturing is limited to indoors;
  - Industrial is not allowed;
  - Artisan manufacturing is allowed; and
  - Retail and offices are allowed.
- **Flex Residential (FR).** In the MMC, clarify that heavy retail, light industrial/manufacturing, and heavy service uses are not allowed, and in the DMP clarify that:
  - Retail, office, commercial, and artisan manufacturing is allowed; and
  - Industrial and light industrial is not allowed.
- **Midrise Multifamily (MMF).** Currently, standards in the MMC and DMP conflict on whether mixed use is required for commercial in this zone. The main amendment is to clarify that commercial is allowed for properties in this zone that abut Third and Fourth Streets, but is limited to a ground floor element of a mixed use building for other properties within this zone. In addition, the DMP is amended to indicate that offices are allowed in the MMF zone. The MMC is also proposed to be amended to require Day Care IIs to obtain a Conditional Use Permit similar to what is required for this use in other multi-family zones, and to allow Permanent Supportive Housing and Transitional Housing as required by State Housing Bill 1220.
- **Middle Housing 1 (MH1).** In the DMP, clarify that commercial uses are not allowed, but small cultural uses are allowed. The MMC is proposed to be amended to allow Permanent Supportive Housing and Transitional Housing as required by State Housing Bill 1220. The following uses will be removed from MH1:
  - Cultural uses over 10,000 SF GFA,
  - Retail uses,
  - Colleges, and
  - Transit park and pool.

- **Middle Housing 2 (MH2).** In the DMP, clarify that commercial is not allowed except as a ground floor element of a mixed use building located along an arterial street. Commercial uses are further limited to uses that serve the immediate needs of the neighborhood. The primary amendments in the MMC are to require that Day care IIs receive a Conditional Use Permit, and to allow Permanent Supportive Housing and Transitional Housing as required by State Housing Bill 1220.
- **General Permitted Uses Amendments.** The following is a summary of other amendments proposed for the land use sections in the DMP and the permitted uses matrices in the MMC:
  - Relocate the residential accessory uses category from the end of the overall permitted uses matrices to the end of the residential permitted uses section;
  - Revise how single family detached units are shown in the permitted uses matrices to ensure it is clear that the use is limited to an existing legal, nonconforming single family residence;
  - Add 'nonresidential accessory uses' to the permitted uses matrices for all zones;
  - Prohibit drive throughs from all zones (drop off areas for hospitals are allowed);
  - Include wireless communication facility requirements in the permitted uses matrices (see **Exhibit 4**);
  - Add stand-alone parking lots to the permitted uses matrices. A stand-alone parking lot would be allowed in the Downtown Core (DC) and Flex (F) zones only; and
  - The section on opiate substitution treatment program facilities is proposed to be relocated to be by the permitted uses matrices.

**Sidewalk Block Front Requirements.** The sidewalk requirements in the 'Block Fronts' section of the DMP is general in nature and requires further details along with some amendments to proposed sidewalk widths, and the sidewalk requirements are not currently in the MMC.

**Amendments to the DMP, consist of:**

- Reducing the sidewalk width for active ground floor block fronts from 18 to 16 feet. This is based on further analysis of available right-of-way for most properties with this block frontage designation.
- Currently the pedestrian friendly block frontage standard indicates that a 12-foot sidewalk is required; however, pedestrian friendly block frontages may be developed with the landscaped block frontage standard (typically residential), or the active ground floor block frontage standard (typically commercial). Given this, an 8-foot sidewalk is proposed for projects developed with the landscaped block frontage standard while a 12-foot sidewalk is proposed for projects developed with

an active ground floor block frontage standard. The image to the right illustrates how the variable sidewalk width would work with a wider sidewalk area on commercial properties to allow for dining, incidental display, and the gathering of people. Eight (8) feet of sidewalk width is required to be located in the public right-of-way with the additional four (4) feet, if applicable, constructed on private property and located within a public easement.



- The above-described sidewalk requirements are proposed to be added to the block frontage standards set forth in the code (specifically MMC 22C.080.320 – 340).

· **Parking and Loading.** The off-street parking and loading requirements are proposed to be amended as follows:

- Instructions on how to calculate off-street parking, that is consistent with the general parking code, has been added;
- Currently, several uses (i.e. eating and drinking establishments, health and social services, etc.) are exempt from providing off-street parking in the Main Street (MS) zone if the building is 10,000 SF GFA or less. The currently exempted uses require 1 parking space for every 400 square feet for buildings over 10,000 SF. There are three other uses (i.e. banks and professional offices, personal services use, and retail uses) that are as desirable to pursue Downtown as the currently exempted uses, and only require 1 parking space for every 500 square feet; therefore, the exemption from providing off-street parking in the MS zone for buildings that are 10,000 SF or less is proposed to be extended to these additional uses.
- Modest reorganization of the permitted uses matrices has occurred to group similar uses; and
- A clarification has been added on how to calculate the office parking required for manufacturing uses.

· **Townhouse Open Space.** MMC Chapter 22C.080 is currently silent on open space requirements for townhouse developments, but requires open space for multi-family developments. The open space section is proposed to be amended to require 150 square feet of open space per townhouse unit similar to what is required for ground-based multi-family units in the Downtown. This expectation is less than the 200 square feet of open space that is required for townhouses elsewhere in the City.

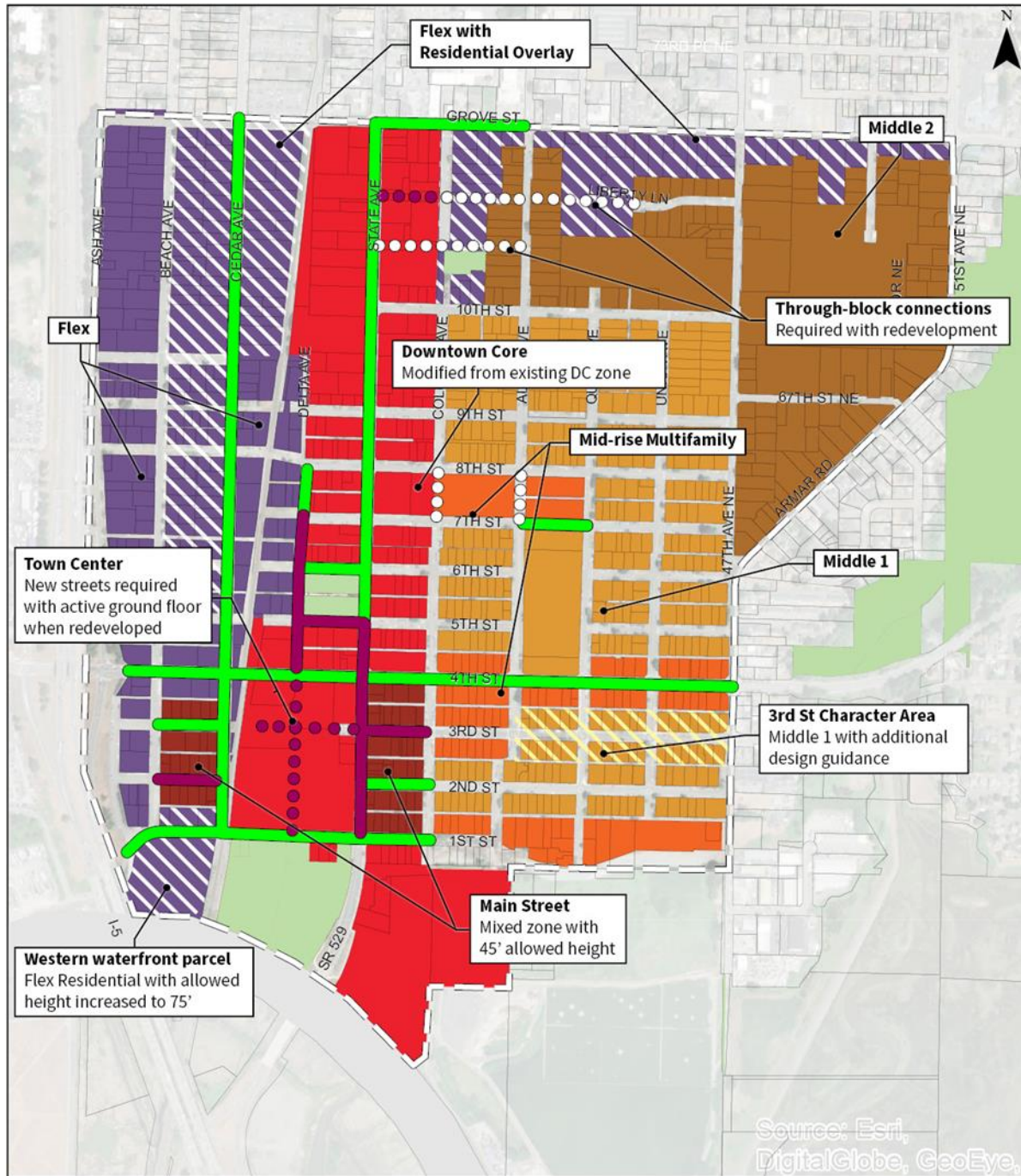
· **Definitions.** Definitions are proposed to be added or amended as shown in **Exhibit 5** and summarized below:

- Definitions will be added for the terms:
  - Base density,
  - Flexible building/flex-building, and
  - Drive-through.

- The term general service use will be amended to include self-storage uses;
- The terms heavy retail use and heavy service use will be amended to eliminate the size threshold for outdoor storage (since outdoor storage is generally proposed to be eliminated for uses other than heavy retail uses and heavy service uses); and
- The term flextech appears several times in the DMP, but will be omitted as a definition for this term could not be found.

At the Public Hearing on October 10, 2023, the Planning Commission made a recommendation of approval of the proposed amendments to City Council for adoption by Ordinance.

# Exhibit 1



## Downtown Master Plan



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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING THE CITY'S COMPREHENSIVE PLAN BY AMENDING THE 2021 DOWNTOWN MASTER PLAN, AND AMENDING THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22), DOWNTOWN MASTER PLAN – DESIGN STANDARDS, INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 3.103.040, 22A.020.030, 22A.020.050, 22A.020.070, 22A.020.080, 22A.020.090, 22A.020.140, 22C.250.080, AND CHAPTER 22C.080.**

**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**, the Marysville City Council adopted the current Downtown Master Plan and the updated MMC Chapter 22C.080 *Downtown Master Plan Area – Design Requirements* on September 27, 2021 via Ordinance 3191; and

**WHEREAS**, through fielding questions from interested parties and reviewing applications submitted within the Downtown Master Plan Area since the adoption of the Downtown Master Plan, City staff have identified several revisions that are needed to both the Downtown Master Plan and the development standards in MMC Chapter 22C.080; and

**WHEREAS**, many of the revisions are to reconcile discrepancies between the Downtown Master Plan and development standards in MMC Chapter 22C.080, while others are needed to further reduce barriers to development or to ensure that development will be more consistent with the desired community character; 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 Comprehensive Plan and development regulation revisions to the Washington State Department of Commerce on August 30, 2023 (Material ID 2023-S-6401) seeking 60-day review under RCW 36.70A.106(1) and in compliance with the procedural requirements of RCW 36.70A.106; and

**WHEREAS**, on October 10, 2023 the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) and adopted the SEPA Supplemental Environmental Impact Statement (SEIS) issued September 15, 2021 for the Downtown Master Plan and MMC Chapter 22C.080 *Downtown Master Plan Area – Design Requirements* which address the environmental impacts of the proposed amendments, a non-project action proposal; and

**WHEREAS**, during public meeting on September 26, 2023 the Planning Commission discussed the proposed amendments related to the Downtown Master Plan and MMC Chapter 22C.080 *Downtown Master Plan – Design Requirements*; and

**WHEREAS**, on October 10, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed Downtown Master Plan and MMC Chapter 22C.080 *Downtown Master Plan – Design Requirements* 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 November 13, 2023, the City Council discussed potential amendments related to the Downtown Master Plan and MMC Chapter 22C.080 *Downtown Master Plan – Design Requirements* amendments, and recommended approval of said changes; and

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

**Section 1.** The Downtown Master Plan is amended as set forth in **Exhibit A.**

**Section 2.** The Downtown Master Plan amendments are shown in legislative format for reference purposes as set forth in **Exhibit B.**

**Section 3.** Section 3.103.040 of the municipal code is amended as set forth in **Exhibit C.**

**Section 4.** Section 22A.020.030 of the municipal code is amended as set forth in **Exhibit D.** All other definitions in MMC Section 22A.020.030 are retained.

**Section 5.** Section 22A.020.050 of the municipal code is amended as set forth in **Exhibit E.** All other definitions in MMC Section 22A.020.050 are retained.

**Section 6.** Section 22A.020.070 of the municipal code is amended as set forth in **Exhibit F.** All other definitions in MMC Section 22A.020.070 are retained.

**Section 7.** Section 22A.020.080 of the municipal code is amended as set forth in **Exhibit G.** All other definitions in MMC Section 22A.020.080 are retained.

**Section 8.** Section 22A.020.090 of the municipal code is amended as set forth in **Exhibit H.** All other definitions in MMC Section 22A.020.090 are retained.

**Section 9.** Section 22A.020.140 of the municipal code is amended as set forth in **Exhibit I.** All other definitions in MMC Section 22A.020.140 are retained.

**Section 10.** Chapter 22C.080 of the municipal code is amended as set forth in **Exhibit J.**

**Section 11.** Section 22C.250.080 of the municipal code is amended as set forth in **Exhibit K.**

**Section 12. Required Findings.** The amendments to MMC Title 22 (consisting of amendments to MMC Sections 3.103.040, 22A.020.030, 22A.020.050, 22A.020.070, 22A.020.080, 22A.020.090, 22A.020.140, 22C.250.080, and Chapter 22C.080) and 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 13. 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>
_____	Downtown Master Plan and DMP code amendments _____,	2023"

**Section 14. 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 15. 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 16. 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)



# MARYSVILLE

WASHINGTON



# DOWNTOWN MASTER PLAN

September 27, 2021; amended November 13, 2023

**Prepared by:**

Makers architecture and urban design

BERK Consulting, Inc.

Pertect

Transpo Group

# Acknowledgments

## Land Acknowledgement

The City of Marysville acknowledges that the area covered by the Downtown Master Plan is part of the traditional land of the Coast Salish People, specifically the Tulalip Tribes, successors in interest to the Snohomish, Snoqualmie, Skykomish, and other allied bands signatory to the 1855 Treaty of Point Elliott, who lived upon and stewarded these lands from time immemorial. Please see the [Ebey Waterfront Expansion Project Cultural Resources Survey](#) for more information about indigenous history in downtown Marysville.

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## Marysville Community Members

The project team is deeply appreciative of the patience and commitment shown by the many community members of Marysville, especially downtown residents and business owners, who helped shape this plan’s vision through an online remote engagement effort in the midst of the COVID-19 pandemic. We look forward to the opportunity to meet in person again as this plan’s recommendations move toward implementation.

# Contents

- 1. Introduction..... 1
  - Purpose..... 1
  - Process ..... 2
- 2. Concept ..... 6
  - Assets, Challenges, & Opportunities ..... 6
  - Goals and Objectives ..... 14
  - Urban Design Framework..... 18
- 3. Land Use & Urban Design..... 26
  - Zoning Proposals ..... 27
  - Street Designations ..... 37
  - Housing..... 40
  - Redevelopment ..... 45
- 4. Transportation..... 54
  - Pedestrian and Bicycle..... 57
  - Transit ..... 59
  - Vehicular..... 60
  - Street Design..... 62
- 5. Parks and Public Services ..... 74
  - Parks and Trails..... 74
  - Civic, Social Cultural..... 84
- 6. Water & Utilities..... 86
  - Surface Water..... 86
  - Utilities..... 88
- 7. Implementation ..... 90

# Figures

<b>Figure 1.</b>	2009 DMP envisioned public and private investment phasing .....	1
<b>Figure 1.</b>	Downtown Marysville with Mt. Pilchuck in the background. ....	11
<b>Figure 3.</b>	Marysville Town Center Mall.....	18
<b>Figure 4.</b>	3 <sup>rd</sup> St Retail Core. Sources: City of Marysville 2020, Makers 2018.....	20
<b>Figure 5.</b>	State Ave. Source: Google Maps. © 2020 Google.....	21
<b>Figure 6.</b>	Ebey Waterfront Park boat launch .....	21
<b>Figure 7.</b>	Civic Center rendering with Delta Ave woonerf in foreground.....	22
<b>Figure 8.</b>	3 <sup>rd</sup> St and Alder Ave in the downtown neighborhood.....	23
<b>Figure 9.</b>	Downtown Master Plan anticipated growth.....	26
<b>Figure 10.</b>	L-R: office building in Newcastle, WA; residential/retail vertical mixed use; stores in Mill Creek, WA .....	29
<b>Figure 11.</b>	L-R: retail building in Duvall, WA; walk-up apartments above retail; four story midrise apartments above active ground floor in Seattle, WA .....	30
<b>Figure 12.</b>	L-R: flexible building in Bozeman, MT; small retail/office building in Seattle, WA; retail shop in converted industrial building in Bozeman, MT.....	31
<b>Figure 13.</b>	L-R: multi-family building with ground floor workspaces, Bozeman, MT; residential Building in Bozeman, MT.....	32
<b>Figure 14.</b>	L-R: “four over one” mid-rise apartment building with ground floor shop; four-story apartment building .....	33
<b>Figure 15.</b>	L-R: modern duplex; townhouses; ADU in Seattle, WA.....	34
<b>Figure 16.</b>	L-R: modern six-plex in Seattle, WA; traditional small apartment building in Seattle, WA; Townhouse in Seattle, WA .....	35
<b>Figure 17.</b>	Sample guidelines for a corner lot triplex that emphasize traditional Pacific Northwest architectural characteristics and an active relationship with the street.....	36
<b>Figure 18.</b>	Residential property in study area, by acreage and parcel count. Sources: Snohomish County Assessor, 2020; BERK, 2020. ....	40
<b>Figure 19.</b>	View looking north up Union Ave, starting at 5 <sup>th</sup> St. Image: Google Maps .....	41
<b>Figure 20.</b>	Properties south of Grove St on 47 <sup>th</sup> Ave Northeast, Image: Google Maps.....	42
<b>Figure 21.</b>	Multifamily units by year built, Marysville and study area (% Total). Sources: Costar, 2020; BERK, 2020.....	42
<b>Figure 22.</b>	Waterfront redevelopment vision.....	46
<b>Figure 23.</b>	Ebey Waterfront Park expansion concept .....	46
<b>Figure 24.</b>	Example Comeford Park site mixed use redevelopment .....	47
<b>Figure 25.</b>	Mixed use redevelopment vision for Town Center .....	48
<b>Figure 26.</b>	Sample townhouse site plan on a typical north downtown lot showing modestly reduced parking and driveway requirements .....	49
<b>Figure 27.</b>	Horizontal mix of uses .....	51
<b>Figure 28.</b>	60 <sup>th</sup> Pl NE, with the addition of pedestrian and bicycle facilities, would create a key connection from downtown to west of I-5. ....	57
<b>Figure 29.</b>	8 <sup>th</sup> St west of BNSF mainline tracks .....	62

**Figure 30.** 8<sup>th</sup> St crossing of BNSF mainline tracks ..... 62

**Figure 31.** Proposed cross-section – 8<sup>th</sup> St from Ash Ave to 47<sup>th</sup> Ave (looking west) ..... 64

**Figure 32.** Quinn Ave north of 4<sup>th</sup> St..... 66

**Figure 33.** Alder Ave north of 8<sup>th</sup> St..... 66

**Figure 34.** Quinn Ave at 2nd ..... 66

**Figure 35.** 4<sup>th</sup> St HAWK beacon..... 66

**Figure 36.** Proposed cross-section D– Quinn Ave from 1<sup>st</sup> St Bypass to 4<sup>th</sup> St (looking north)..... 67

**Figure 37.** Proposed cross-section E – Quinn Ave from 4<sup>th</sup> St to 8<sup>th</sup> St (looking north) ..... 68

**Figure 38.** Proposed cross-section F – Alder Ave from 8<sup>th</sup> St to Grove St (looking north) ..... 68

**Figure 39.** L-R: a rectangular rapid flashing beacon (RRFB); a high-intensity activated crosswalk (HAWK) beacon with bicycle accommodations..... 69

**Figure 40.** L-R: existing cross section; school crossing at 67<sup>th</sup> St NE..... 70

**Figure 41.** Proposed cross-section G – Armar Rd looking north ..... 71

**Figure 42.** Newly constructed waterfront trail along Ebey Slough ..... 74

**Figure 43.** Marysville Civic Center rendering, as viewed from Comeford Park..... 75

**Figure 44.** Delta Ave woonerf and Comeford Park expansion (J.A. Brennan) ..... 76

**Figure 45.** Ebey Waterfront Park expansion site plan ..... 77

**Figure 46.** For homes facing the park, distinctions between public, semi-private, and private spaces create a clear sense of ownership and help residents and passersby feel safer. .... 78

**Figure 47.** Screenshot from interactive survey map ..... 79

**Figure 48.** Conceptual sketch of redevelopment on waterfront with Ebey Slough Trail. .... 80

**Figure 49.** Section through the trail where a new building abuts the property line..... 81

**Figure 50.** Section through the trail at an overlook or deck ..... 81

**Figure 51.** Allan Creek runs through Jennings Park..... 82

**Figure 52.** Marysville Skate Park ..... 82

**Figure 53.** Cedar Field..... 83

**Figure 54.** City of Marysville logo, adopted June, 2020 ..... 84

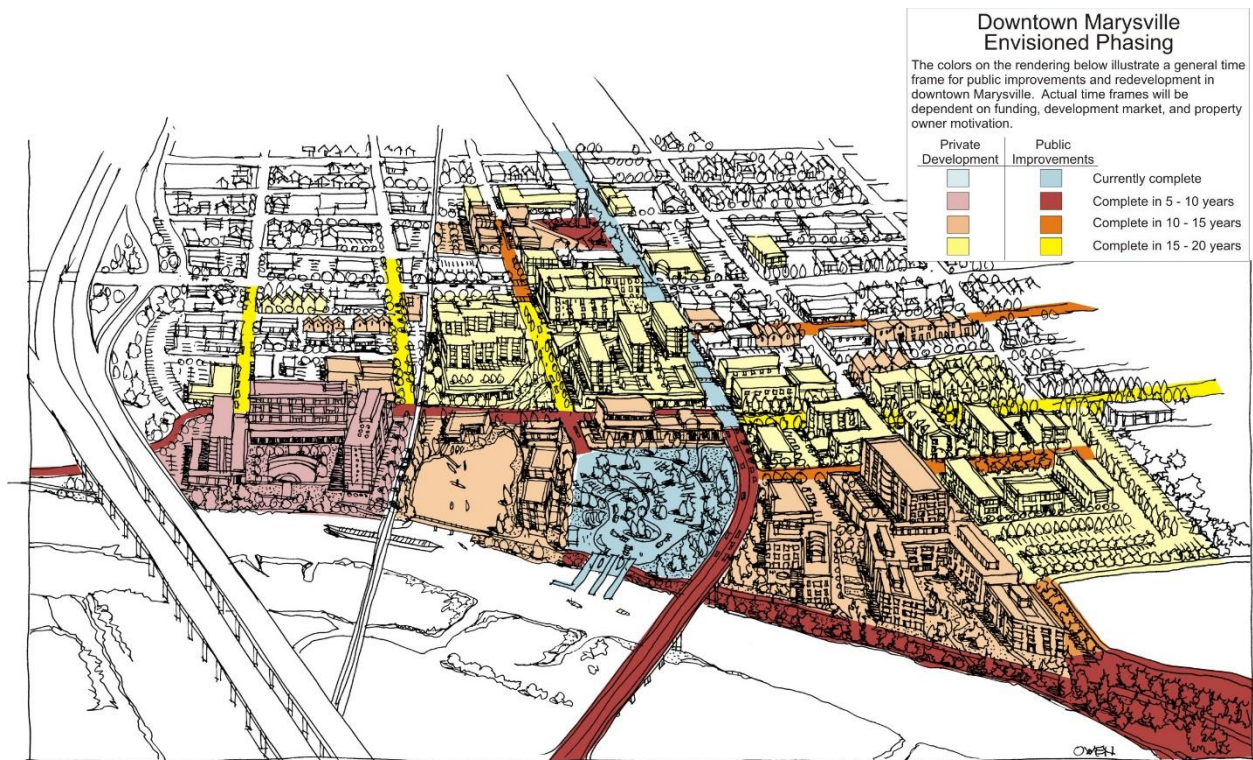
# Maps

<b>Map 1.</b>	Challenges and constraints map .....	8
<b>Map 2.</b>	Urban Design Framework.....	19
<b>Map 3.</b>	Zoning Proposals .....	28
<b>Map 4.</b>	Street designations and through-block connections.....	37
<b>Map 5.</b>	Transportation Recommendations Map .....	56
<b>Map 6.</b>	8 <sup>th</sup> St corridor map .....	63
<b>Map 7.</b>	Alder/Quinn Ave bike route.....	65
<b>Map 8.</b>	Alder/Quinn Ave bike route.....	70
<b>Map 9.</b>	2009 DMP street type map.....	73
<b>Map 10.</b>	Regional stormwater facility basin and conveyance network.....	87

# 1. Introduction

## Purpose

The 2009 Downtown Master Plan (2009 DMP) set a vision and strategies for a vibrant, compact, mixed-use urban downtown core. Its study area included properties located north of Ebey Slough, east of I-5, south of 8th St, and west of Alder Ave. The plan identified street improvements and park upgrades to catalyze the envisioned redevelopment. Since 2009, Marysville has completed extensive public improvements, and many more are underway, but has yet to see significant development activity within the Downtown Master Plan area.



**Figure 1.** 2009 DMP envisioned public and private investment phasing

This plan update's purpose is to increase Marysville's residential capacity, streamline regulations, and continue to attract private investment. It expands the downtown study area to explore a wider range of residential options and identify infrastructure and programmatic needs and priorities. This plan's horizon year is 2044.



The City of Marysville (City) received Engrossed Second Substitute House Bill (E2HSB) 1923 (Chapter 348, Laws of 2019) grant funding from the Washington State Department of Commerce for the 2019 – 21 Biennium to assist with this process. The goal is to adopt a subarea plan pursuant to RCW 43.21C.420, a Planned Action pursuant to RCW 43.21C.440(1)(b)(ii), and a form-based code.

# Process

Public engagement thus far has included video-conference meetings with the Marysville Growth Management Task Force and online interactive maps and surveys for communitywide engagement.

## Engagement Results Summary

Event	Date	What we learned
<b>Growth Management Task Force Survey</b>	May 2020	<ul style="list-style-type: none"> <li>▪ Top priorities for the Downtown Master Plan are economic development, Land use/ development/community design, and civic/ social/cultural.</li> <li>▪ The master plan area boundaries should be expanded north to Grove St and east to 47<sup>th</sup> Ave/Armar Rd/51<sup>st</sup> Ave.</li> <li>▪ Retail, services and multifamily are the most desired land uses for downtown. Space for artisan manufacturing is desired as well.</li> <li>▪ Community concerns about crime, affordability, parking and safety should be considered in plan recommendations.</li> </ul>
<b>Growth Management Task Force Meeting 1: Assets, Challenges, and Opportunities</b>	June 2020	Developed list of assets, challenges and opportunities. See page 6.

<b>Growth Management Task Force Meeting 2: Options</b>	July 2020	<p>Updated and revised project goals:</p> <ul style="list-style-type: none"> <li>▪ Economic Development – Promote activities and improvements that enhance Marysville’s economic vitality.</li> <li>▪ Land Use, Development, and Community Design – Upgrade the character, identity, and appearance of downtown as the focal point of Marysville.</li> <li>▪ Civic, Social, and Cultural – Promote activities, improvements, and diversity to foster a sense of community.</li> <li>▪ Land use – Work towards holistic, well-functioning neighborhoods.</li> <li>▪ Transportation – Leverage regional investments in transit.</li> <li>▪ Transportation and Streetscape – Enhance pedestrian and vehicular connectivity throughout downtown and to surrounding areas.</li> <li>▪ Transportation and Streetscape – Use unified streetscape elements to enhance the sense of identity of downtown.</li> <li>▪ Land Use, Development, and Community Design – Foster the creation of sub-districts within downtown with their own focus and character.</li> </ul>
<b>Social PinPoint Interactive Map</b> 128 unique users 252 comments	Summer 2020	<ul style="list-style-type: none"> <li>▪ The new Civic Center and related investments are an exciting opportunity to reinvigorate the central part of downtown/State Ave.</li> <li>▪ Traffic problems on 4<sup>th</sup> St have been a major issue – 1<sup>st</sup> Ave Bypass provides an opportunity for these to be addressed.</li> <li>▪ Investment is needed along the State Ave corridor. Aging buildings, and cluttered signs and driveways are problems. There are similar issues on 4<sup>th</sup> St.</li> <li>▪ Traffic calming and/or street safety improvements are needed on Columbia Ave and 51<sup>st</sup> St. A safe north/south bike route through downtown (east of tracks) is needed.</li> <li>▪ The Marysville Opera House is popular, but needs more supportive businesses, activities, residences etc.</li> <li>▪ Ebey Park improvements and waterfront development should be used to leverage and strengthen existing downtown assets and draw more people to the area.</li> <li>▪ Some participants expressed concern about homelessness/panhandlers/drug use in public spaces, intersections, and core areas.</li> </ul>
<b>Social PinPoint Interactive Map: Waterfront Survey</b> 39 responses	Summer 2020	<ul style="list-style-type: none"> <li>▪ The Ebey Slough waterfront is an underdeveloped asset!</li> <li>▪ Top priorities for undeveloped waterfront parcels are recreational amenities, leisure amenities like a restaurant, and ecological restoration.</li> <li>▪ This would be a great area for senior housing.</li> <li>▪ It’s important to strengthen the connection between the waterfront and the rest of downtown with better walking conditions and sightlines.</li> </ul>

<p><b>Social PinPoint Interactive Map: Retail Core + Town Center</b> 47 responses</p>	<p>Summer 2020</p>	<ul style="list-style-type: none"> <li>▪ The historic 3<sup>rd</sup> St retail node is charming but lacks variety.</li> <li>▪ More restaurants and compact open space would attract people to this area.</li> <li>▪ Nearby cities like Snohomish and Arlington have more lively downtown businesses districts.</li> <li>▪ The Marysville Town Center Mall (Town Center) has problems. The stores don't meet residents' expectations and the parking lot creates dead space. The Town Center site could be adapted to have a more diverse and complex layout, with some green space, pedestrian-oriented areas etc.</li> </ul>
<p><b>Social PinPoint Interactive Map: Asbery Field</b> 21 Responses</p>	<p>Summer 2020</p>	<ul style="list-style-type: none"> <li>▪ There's broad interest in the future of Asbery field, though people have a wide range of opinions about preferred uses.</li> <li>▪ Existing sports and recreation facilities are an important asset and should be maintained. Other popular ideas include space for performances or gatherings</li> </ul>
<p><b>Growth Management Task Force Meeting 3: Action Alternatives</b></p>	<p>October, 2020</p>	<p>Action alternative goals:</p> <ul style="list-style-type: none"> <li>▪ Focus on feasibility – what kinds of development are most likely to “pencil”?</li> <li>▪ Town Center is key to the success of downtown but may not change for many years. Strategies need to stand on their own <u>and</u> set the stage for success when changes to Town Center do occur.</li> <li>▪ Artisan/ light industrial spaces are positive but shouldn't compete with the Cascade MIC to the north.</li> <li>▪ Housing development will drive investment in commercial real estate.</li> <li>▪ A catalyst project is needed to jump start development.</li> </ul>

<b>Developers' Forum</b>	November, 2020	<ul style="list-style-type: none"> <li>▪ Marysville's assets need to be better communicated and leveraged: <ul style="list-style-type: none"> <li>▫ Proximity to expanding job center, Paine field airport, Tulalip outlet malls and casino, outdoor recreation</li> <li>▫ Walkable downtown with "authentic" character</li> <li>▫ Family-oriented civic culture</li> </ul> </li> <li>▪ Challenges to infill development: <ul style="list-style-type: none"> <li>▫ Distance from Seattle</li> <li>▫ Smaller parcels with many owners</li> <li>▫ Public schools need investment</li> <li>▫ BNSF tracks and railroad traffic</li> </ul> </li> <li>▪ The waterfront sites present a great opportunity for a catalyst project.</li> <li>▪ Regulatory changes like improving MFTE, reducing parking minimums, adjusting sewer fees, and performing a planned action EIS, would make development more attractive.</li> <li>▪ Many project costs don't scale with size – 50 units is the minimum size for some developers.</li> <li>▪ Vacant storefronts on ground floor are much worse than ground-floor residential for street activity.</li> <li>▪ Port of Everett' Waterfront Place is a good case study: Public private partnership, waterfront redevelopment, with horizontal mixed use.</li> </ul>
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## Review and Adoption Process

- Planning Commission workshops, public hearing and recommendation to City Council
- City Council briefings and Ordinance adoption

# 2. Concept

## Assets, Challenges, & Opportunities

This section describes existing assets and the challenges this plan addresses. Also see Appendix A: Existing Conditions Report for additional detail. The following lists are not meant to be exhaustive but represent the range of downtown Marysville's unique features.

### Assets

#### Activity Hubs & Well-rounded Neighborhoods

- 2<sup>nd</sup> St streetscape (west of Town Center)
- 3<sup>rd</sup> St streetscape/independent business district (east of Town Center)
- Albertsons
- El Rey Grocery
- La Michoacana Grocery
- Marysville Town Center Mall
- Safeway Shopping Center (just north of Grove)
- Variety of uses

#### Parks & Recreation

- Asbery Athletic Field
- Boys & Girls Club
- Cedar Field
- Comeford Park & Spray Park/Water Tower
- Ebey Slough/Ebey Waterfront Park (boating, etc.)
- Ebey Waterfront Trail
- Jennings Park
- Ken Baxter Community Center (at Comeford Park)
- Marysville Skate Center (roller skating rink)
- Marysville Skate Park
- Quil Ceda Creek Casino (just west of I-5 on 4<sup>th</sup> St (SR 528))
- Strawberry Lanes (bowling alley)

## Community, Cultural, & Civic

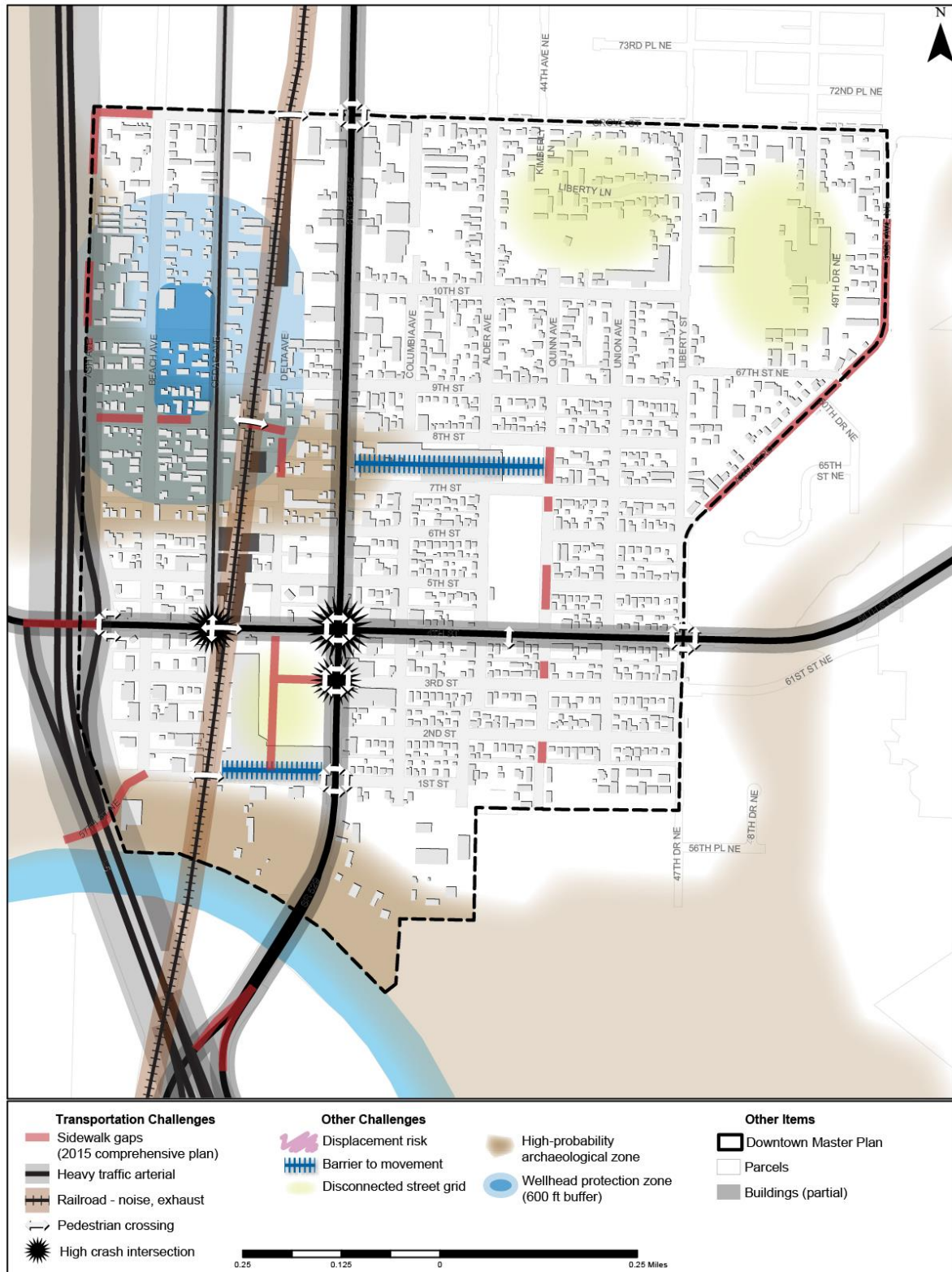
- American Legion
- Future Civic Campus
- Guru Nank Sikh Temple (just east of study area)
- Kingdom Hall of Jehovah's Witnesses (Filipino church)
- Liberty Elementary School
- Marysville Historical Society
- Marysville Middle School
- Northwest Baptist Church
- Opera House
- Proximity to Cascade Industrial Center
- Proximity to Everett Community College and Washington State University Everett
- Reset Church
- Totem Middle School
- Tulalip Tribe's Hibulb Cultural Center (west of study area)

## Transportation

- 3<sup>rd</sup> St and Alder Ave new street design
- Access to I-5
- Access to SR 529 and Everett
- Access to transit
- Cedar and Grove Park and Ride (usually full, serves downtown Seattle routes)
- Marysville Ash Ave Park and Ride (not usually full)
- Marysville Ash Ave South Park and Ride
- Walkable block sizes south of 9<sup>th</sup> St

# Challenges/Constraints

Map 1. Challenges and constraints map



## General

- Stormwater treatment is needed, but it is challenging to accomplish in portions of Downtown due to a high water table
- Very high risk for archaeological resources along Ebey Slough and high risk for most of downtown (monitoring is recommended for any ground disturbance below fill)
- BNSF noise, odor, and traffic issues impact livability and development feasibility
- Existing land use policy about locating multi-family near arterials and away from single family
- Low commercial vacancy rates and increasing rents may increase displacement risk
- Poor street lighting, off of the main transportation corridors and especially along east-west roadways where utilities are located in alleys
- Narrow or missing sidewalks
- Limited east-west bicycle routes (except 1<sup>st</sup> St Bypass, Grove St, and Ebey Waterfront Trail)
- No north-south bicycle routes between BNSF corridor and 47<sup>th</sup> Ave NE
- Unfunded transportation projects
- Closest high school is 4 miles away (1.5 miles is recommended by Safe Routes Partnership)
- Lack of neighborhood parks/pocket parks/tot lots
- Though no wastewater treatment constraints are for projected growth for next 10 years, need to study conveyance impacts of denser developments to relay improvements costs to developers
- Though no water capacity constraints, need to understand fire flow needs for denser development

## Housing

- Aging population may increase need for accessible housing for older adults
- 32% of all households pay more than 30% of their income on housing costs (26% owners, 47% renters) (not as high as other cities)
- Limited home types other than single family houses
- “Redevelopable” area—land values rising faster downtown than home values may increase risk of displacement
- Limited multifamily development in past 20 years, particularly within the 2009 Downtown Master Plan boundary



- Rents lower than in rest of city, possibly due to age of buildings
- Lack of housing options, especially for retail and service workers (1/2 of people living in study area work in service industry)
- Regional job and population growth may increase demand for affordable housing
- Pandemic-related housing needs

## Westside Neighborhood

- Wellhead in northwest quadrant—uses may be restricted in 26-acre area
- BNSF corridor as barrier, train traffic increasing
- I-5 air quality and noise impacts (westside neighborhood and BNSF sliver)
- Cedar Ave truck route

## BNSF Sliver

- Triangular parcels near BNSF corridor
- BNSF noise and odor impacts

## 4<sup>th</sup> St

- 4<sup>th</sup> St pedestrian environment
- 4<sup>th</sup> St truck route
- High collision intersections: 4<sup>th</sup> St/Cedar Ave, 4<sup>th</sup> St/State Ave (4<sup>th</sup> St may improve with new 1<sup>st</sup> St bypass)

## State Ave

- Pedestrian environment, constrained ROW
- High collision intersection: 3<sup>rd</sup> St/State Ave

## Town Center

- Lack of private redevelopment at Town Center due to stability of anchor tenants
- Disconnected from adjacent land uses, especially to the west because of the BNSF corridor

## Waterfront

- 200 ft Shoreline High Intensity Environment designation

## Downtown Neighborhood

- Totem Middle School—barrier to north-south movement and pedestrian environment on State Ave



*Figure 1. Downtown Marysville with Mt. Pilchuck in the background.*

# Opportunities

## General/Throughout

- Ample publicly owned land
- Gateways into downtown
- Continue trend of mixing multiplexes and multifamily with single family (more mixing has occurred north of 9<sup>th</sup>; greater opportunity south of 9<sup>th</sup>)
- Activate parks and commercial areas with denser housing
- Surplus of on-street parking. In 2007, utilized around 50%, and less during pandemic; explore other uses such as street dining and parklets

## Utilities

- City's LID study
- Regional stormwater facility will be constructed in 2022 to increase development feasibility
- Fire District achieved Class 3 rating in 2020, may lower insurance premiums
- Consider low flow toilets, grey water re-use, and water-efficient systems to reduce demand on water treatment system and water source
- Coordinate PSE's polyethylene pipe replacement and repair of cross-bored sewer lines with other infrastructure improvements
- Consider a "Master Utility Plan" to identify specific utility needs where higher densities proposed
- Consider development/building codes that enhance utility efficiency (e.g., water and energy efficiency, take advantage of shallow groundwater with heat-loop concepts)

## Waterfront

- Ebey Slough shoreline enhancement west of park to improve water quality
- Extend waterfront experience/access west of park
- Former Crown Mill site redevelopment potential
- Potential for redevelopment along shoreline (City-owned sites, actively attracting developers)

## Town Center/Downtown Core

- Extend water features/habitat into downtown (as shown in original Downtown Master Plan redevelopment concept)
- Pocket parks/pedestrian seating
- New Community Transit *Swift* Bus Rapid Transit (BRT) service expected by 2027/2028
- The 1<sup>st</sup> St bypass relieves traffic on 4<sup>th</sup> St

## Westside Neighborhood, BNSF Sliver, & Entertainment

- Westside neighborhood and BNSF sliver—potential for affordable commercial space
- Opportunity to improve image from freeway (Comprehensive Plan policy)
- Acquire Class B water system and provide municipal water to wellhead protection zone (improve development feasibility)

## Downtown Neighborhood

- Potential for Totem Middle School to redevelop in the long term
- Asbery Field could serve as a neighborhood park and provide walking/rolling paths
- “Redevelopable” area east of downtown core

## North State Ave

- Make use of Community Transit’s new *Swift* BRT service and leverage redevelopment opportunities adjacent to future *Swift* stations in the vicinity of Grove St and 4<sup>th</sup> St

# Goals and Objectives

The following updates to the 2009 Downtown Master Plan goals and objectives are based on community (interactive map and surveys) and Growth Management Task Force (survey and discussion) engagement. These goals and objectives will be used as criteria to evaluate and refine the action alternative.

## Land Use, Urban Design, & Economic Development

### Goals

1. Promote activities and improvements that enhance Marysville's economic vitality.
2. Upgrade the character, identity, and appearance of downtown as a vibrant focal point of Marysville.
3. Promote neighborhoods with a mix of activities to live, work, play, educate, and thrive.
4. Encourage land uses that support and make use of transit and non-vehicular modes of transportation.
5. Encourage a variety of housing options to support current and future Marysville residents.
6. Foster subdistricts with their own focus and character.

### Objectives

#### Redevelopment

1. Anticipate and plan for redevelopment options for City-owned and other key properties:
  - a. **Town Center.** Spur investment and/or redevelopment in Town Center to become a central node with pedestrian connectivity, public space, local businesses, services, and residences.
  - b. **Waterfront.** Catalyze development on City-owned waterfront properties.
  - c. **Properties near Civic Campus and Comeford Park.** Encourage development that connects the Civic Campus, historic retail core, and Town Center.
2. Recommend key catalyst projects to spur private investment downtown.
3. Establish form-based code (development regulations based on the human experience of a building's exterior rather than its interior use) to direct new development to meet public and private objectives and provide graceful transitions between higher and lower intensities.
4. Reduce barriers (e.g., cost of development, land use and development regulations) to desired development.

5. Set parking regulations that balance development feasibility, parking impacts on the public realm, downtown resident and user parking needs, and downward trend in single-occupancy vehicle (SOV) use to ensure development provides adequate parking.

## Housing

6. Increase the number and variety (e.g., duplex, triplex, small apartment) of downtown home types.
7. Increase the number of senior housing units.
8. Address concerns about apartments and other higher density home types, such as crime, parking, and traffic impacts.
9. Ensure that home types meet needs of newer Marysville residents.

## Districts

10. Support the 2nd/3rd St historic downtown core.
11. Build on the success of the Opera House and foster an entertainment district.
12. Find opportunities to leverage the BNSF railroad corridor as an amenity, and address noise and odor impacts.
13. Strengthen visual connections between the waterfront, Town Center, historic retail core, entertainment district, and civic campus.

## Economic Development

14. Support small and independent businesses, especially during the COVID-19 pandemic recovery.
15. Prevent or minimize small business displacement.
16. Attract more restaurants, shops, fitness opportunities/activities, and services.
17. Attract and support local farm to grocery, farmers market, and restaurant options.
18. Support office, light manufacturing, artisan, distribution, and makerspace types of land use.

## Aesthetics

19. Improve the appearance of State Ave.
20. Improve the appearance of downtown from I-5.
21. Improve the appearance of 4th St.
22. Improve the appearance of downtown, preserving desirable historic character and increasing businesses' and residences' pride of ownership.

# Transportation

## Goals

1. Prioritize and leverage transit.
2. Enhance multimodal connectivity throughout downtown and to surrounding areas.
3. Improve transportation connectivity to facilitate access and handle continued growth.
4. Use street design to enhance downtown's identity.

## Objectives

1. Design streetscape improvements that encourage pedestrian activity, connect the downtown, incorporate stormwater management facilities, and spur development in downtown.
2. Improve conditions and connections throughout downtown for people walking, biking, and rolling.
3. Improve the pedestrian environment on State Ave.
4. Create a north-south and an east-west bicycle route.
5. Respond to new traffic patterns following opening of the 1st St Bypass.
6. Respond to changing commute patterns following a work-from-home trend and interests of changing Marysville demographic.
7. Slow down traffic on neighborhood streets.
8. Provide additional grade-separated railroad crossings where possible for increased connectivity, and improve safety of existing railroad crossings.
9. Address micromobility, curb space, and transportation network company needs to support transit use and alternatives to single-occupancy vehicles (SOVs).

# Community Livability

## Goals

1. Promote activities and improvements to foster a sense of community and celebrate Marysville's diversity.
2. Improve access to parks, trails, and open spaces to enhance quality of life and environmental quality in the downtown study area.

## Objectives

1. Encourage property upkeep, neighborhood block watch programs, volunteer clean-ups, and/or other social capital-building activities to improve neighborhood appearance and reduce the perception of crime.
2. Increase public gathering place, green space, trails, recreation, and urban agriculture opportunities.
3. Complete and improve access to the Ebey Waterfront Trail.
4. Infuse Asbery Field with a variety of programs and potential physical upgrades to support increased use.
5. Support programming and activities (e.g., farmers market) at Ebey Waterfront Park, Comeford Park, new Delta Ave woonerf, and/or other downtown public spaces.

# Utilities

## Goals

1. Ensure that sewer, water, and other utilities are adequate for potential redevelopment.
2. Enhance environmental conditions, especially the shoreline edge and stormwater quality.
3. Highlight downtown's waterfront location and water system through site and stormwater facility design.

## Objectives

1. Use stormwater and utilities investment to catalyze desired development.



# Urban Design Framework

This section summarizes the overarching vision for downtown and the plan's major proposals. It is organized geographically, whereas the chapters to follow organize recommendations by topic. Numbers are keyed to the Draft Action Alternative Framework Map (see page 19).

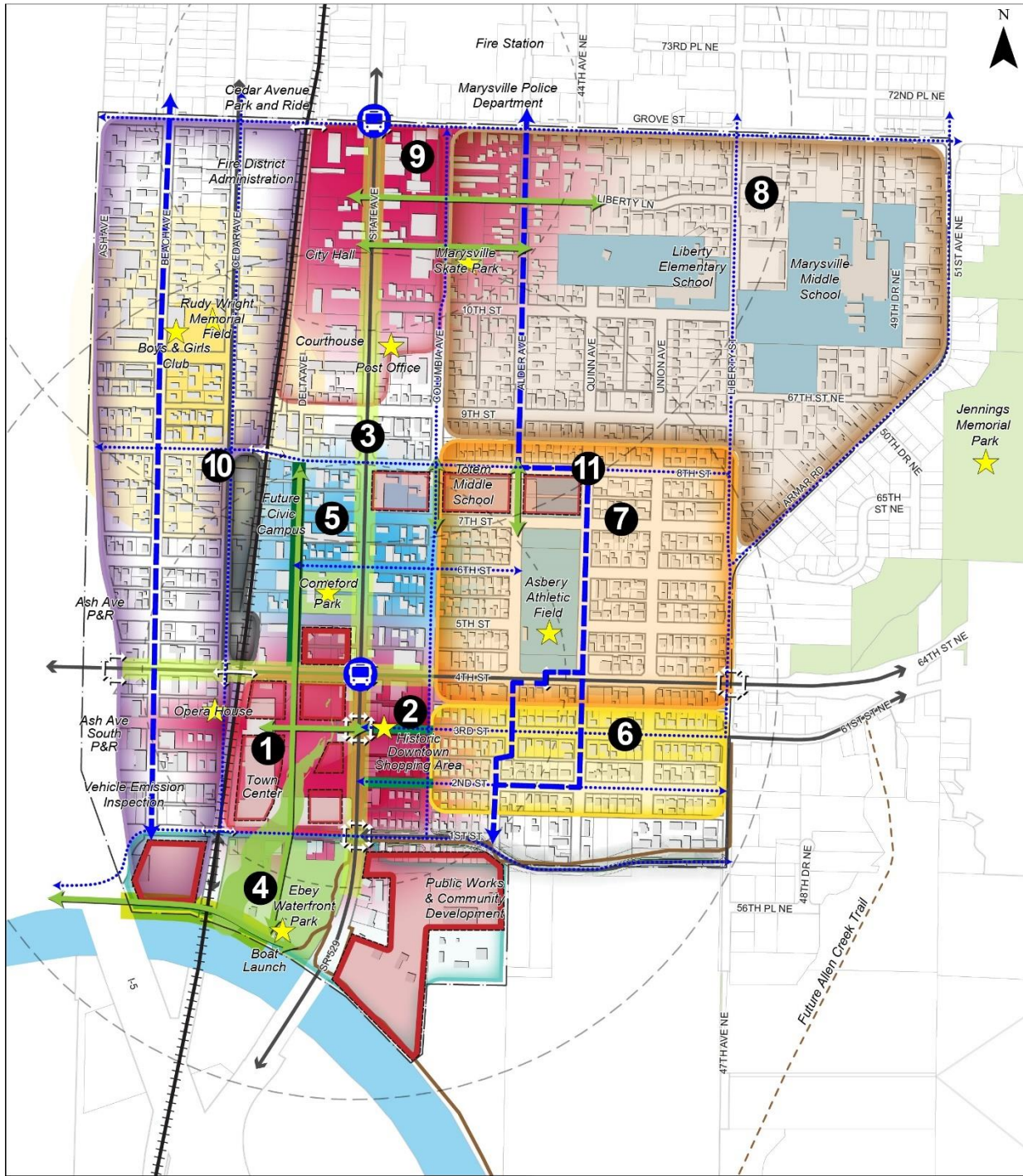
## 1. Town Center

1. Encourage infill (lateral or vertical) mixed-use development at Town Center in the near term.
2. Encourage full mixed-use redevelopment in the long-term.
3. Allow commercial, residential, and artisan/small workshop and encourage incubator businesses that support the Cascade Industrial Center (CIC).
4. With redevelopment, partner to extend open space inland and extend Delta Ave between the Civic Campus and the waterfront.
5. Actively seek partners, demonstrate the potential future, and incentivize/reduce any barriers to attract private investment and redevelopment.
6. Guide the architectural and site design of any redevelopment to:
  - a. Improve the view of downtown from I-5 through skyline, trees, and iconic building forms.
  - b. Make train viewing an amenity.
  - c. Extend public space between the waterfront and the Civic Center along the Delta Ave alignment.



**Figure 3.** *Marysville Town Center Mall.*

Map 2. Urban Design Framework

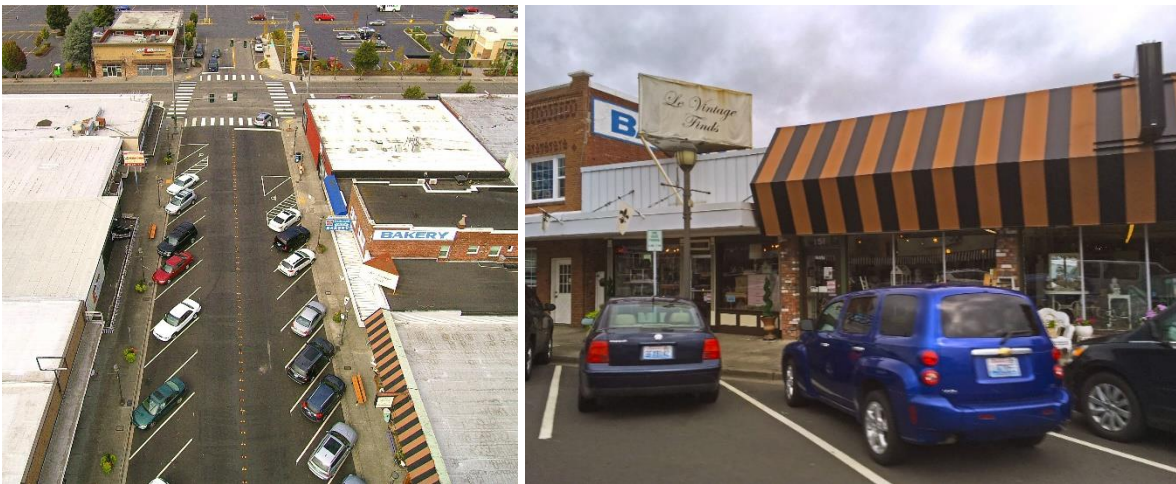


<b>Land Use</b>		<b>Transportation</b>		<b>Context</b>	
<span style="display:inline-block; width:10px; height:10px; background-color: #e91e63; border: 1px solid black;"></span> Activity center	<span style="display:inline-block; width:10px; height:10px; background-color: #9ccc65; border: 1px solid black;"></span> Improve street appearance	<span style="display:inline-block; width:10px; height:10px; border: 1px solid blue; border-radius: 50%;"></span> Future BRT station (location TBD)	<span style="display:inline-block; width:10px; height:10px; background-color: #c8e6c9; border: 1px solid black;"></span> Parks and open space	<span style="display:inline-block; width:10px; height:10px; border: 1px dashed black; border-radius: 50%;"></span> Assets	<span style="display:inline-block; width:10px; height:10px; border: 1px solid black; border-radius: 50%;"></span> 1/2 and 1/4 mile radii
<span style="display:inline-block; width:10px; height:10px; background-color: #e0f7fa; border: 1px solid black;"></span> Civic activity center	<span style="display:inline-block; width:10px; height:10px; background-color: #fff9c4; border: 1px solid black;"></span> Enhance waterfront	<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px solid green;"></span> Ped/bike connection	<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px solid brown;"></span> Trails	<span style="display:inline-block; width:10px; height:10px; border: 1px solid black; border-radius: 50%;"></span> Wellhead protection area	<span style="display:inline-block; width:10px; height:10px; border: 1px solid black;"></span> DMP study area
<span style="display:inline-block; width:10px; height:10px; border: 1px solid black; border-radius: 50%;"></span> Character areas # keys to framework narrative	<span style="display:inline-block; width:10px; height:10px; background-color: #e8f5e9; border: 1px solid black;"></span> Extend park inland	<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px solid blue;"></span> Bicycle priority	<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px dashed black;"></span> Railroad		
<span style="display:inline-block; width:10px; height:10px; background-color: #e91e63; border: 1px solid black;"></span> Tier 1 opportunity sites	<span style="display:inline-block; width:10px; height:10px; background-color: #e8f5e9; border: 1px solid black;"></span> Support businesses	<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px dotted blue;"></span> Shared priority	<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px solid black;"></span> Crosswalks		
<span style="display:inline-block; width:10px; height:10px; background-color: #e91e63; border: 1px solid black;"></span> Tier 2 opportunity sites		<span style="display:inline-block; width:10px; height:10px; border-bottom: 1px solid black;"></span> Vehicular priority	<span style="display:inline-block; width:10px; height:10px; background-color: #e8f5e9; border: 1px solid black;"></span> Woonerf		

0.25 0.125 0 0.25 Miles  
 Draft: November 2020  
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## 2. 3<sup>rd</sup>/2<sup>nd</sup> St Old Town

1. Support the 3<sup>rd</sup>/2<sup>nd</sup> St historic business district with tenant/facade improvement programs. (Planned LID street improvements on 2<sup>nd</sup> St, mimicking the improvement to 3<sup>rd</sup> St, will be completed in 2022.)
2. Carefully consider zoning to balance community interest in small, local businesses, services, and amenities with housing needs. Consider reducing the height limit around 3<sup>rd</sup> St to minimize displacement of existing commercial space and maintain the transition between the Town Center site and existing residential neighborhoods.
3. Establish pocket parks and other public realm improvements as possible for an active outdoor environment.
4. Locate the southern downtown *Swift* BRT stop at 4<sup>th</sup> St to centrally serve the full range of downtown nodes—Civic Center, Historic Business District, Town Center, Waterfront, and Entertainment District.



**Figure 4.** 3<sup>rd</sup> St Retail Core. Sources: *City of Marysville 2020, Makers 2018*

### 3. State Ave and 4<sup>th</sup> St

1. Improve State Ave with trees and buffered pedestrian space as possible in the near term and over time with redevelopment. Replace trees as needed, repair/replace aging signals, and provide LED street lighting.
2. Improve 4<sup>th</sup> St streetscape with decorative lighting and landscaped buffers with redevelopment given reduced traffic volumes due to 1<sup>st</sup> St Bypass, especially considering the view upon arrival to downtown from I-5. (The 4<sup>th</sup> St ramp and interchange will be improved by the Tulalip Tribes/WSDOT project.)



*Figure 5. State Ave. Source: Google Maps. © 2020 Google.*

### 4. Waterfront

1. Actively seek partners (e.g., Port, Tulalip Tribes) to redevelop waterfront properties.
2. Guide architectural design to consider the view from I-5 (e.g., skyline, iconic building form, trees, and landscaping).
3. When Town Center redevelops, partner with developers to extend open space inland and offer a public connection to Delta Ave. This public-private partnership should result in a linear park connecting the waterfront to the Delta Ave woonerf. The City is currently expanding Ebey Waterfront Park westward to the BNSF railroad corridor.
4. Work with the Tulalip Tribes to extend the Waterfront Trail westward from Ebey Waterfront Park.
5. Enhance/naturalize the shoreline.



*Figure 6. Ebey Waterfront Park boat launch .*

## 5. Civic Center

1. Leverage recent Civic Center, Delta Ave woonerf, and Comeford Park investments to support redevelopment of other key sites.
2. Add High-Intensity Activated Crosswalk System (HAWK) across 4<sup>th</sup> St (SR 528) at Delta Ave.
3. Minimize and/or mitigate displacement of existing businesses, nonprofits, and residences.
4. Analyze and prevent/mitigate impacts from the BNSF railroad corridor.
5. Complete missing sidewalks.



*Figure 7. Civic Center rendering with Delta Ave woonerf in foreground.*

## 6. Historic 3<sup>rd</sup> St Neighborhood

1. Allow a greater variety of home types while carefully guiding the form to fit in a historic neighborhood. For example, allow duplexes/triplexes/multiplexes that fit the scale and character of historic homes.



*Figure 8. 3<sup>rd</sup> St and Alder Ave in the downtown neighborhood.*

## 7. Asbery Neighborhood

1. With any redevelopment of the Totem Middle School, restore north-south connections on Columbia Ave and Alder Ave.
2. Coordinate with the Marysville School District to improve Asbery Athletic Field as a multifunctional park, adding or improving sidewalks, trails/exercise opportunities, social gathering, outdoor performance, parking, and pea patch space.
3. Encourage missing middle homes and senior housing throughout the neighborhood.

## 8. Liberty Neighborhood

1. Encourage missing middle and higher density homes, especially close to transit. Allow the types of development appropriate for the irregular lot sizes and configurations.
2. Include midblock connections with redevelopment to break down large blocks and improve connectivity.

## 9. North State Ave/Grove St

1. Encourage high intensity redevelopment near transit.
2. Require midblock connections with redevelopment.
3. Leverage the proposed Grove St overcrossing at the BNSF railroad corridor with supportive land uses and walking, biking, and rolling connections.

## 10. BNSF Sliver and Beach Ave Neighborhood

1. Apply flexible zoning to allow a variety of affordable commercial and residential uses, except car lots/large outdoor sales or storage uses.
2. Treat Cedar Ave as a main thoroughfare for businesses and a pedestrian/bicycle route.
3. Encourage storage, light industrial, and general commercial while prohibiting heavy industrial and certain storage uses near I-5 and the BNSF railroad corridor to reduce air quality, noise, and odor impacts on residences.
4. Consider investing in hook-ups to the City water system to address the wellhead protection zone and support a Beach Ave neighborhood.
5. Consider parking reductions, especially near transit.
6. Require appropriate air filtration in buildings to improve indoor air quality.
7. Respond to changes in regional transit options when considering existing park-and-rides.

# 11. Multimodal Facilities

1. Add a north-south pedestrian and bicycle facility on Alder/Quinn Ave to make use of low-volume streets, connect to Asbery Field, serve *Swift* BRT stations, and connect high activity nodes.
2. Add an east-west ped/bike priority route to connect the Beach Ave neighborhood across the BNSF corridor to downtown and eastward.
3. Add an east-west pedestrian priority route to connect Civic Campus, Comeford Park, and Asbery Field on 6<sup>th</sup> St.
4. Continue prioritizing bicycles on Cedar Ave and improve facilities south of 4<sup>th</sup> St. (The City plans to improve Cedar Ave between 1<sup>st</sup> St and 4<sup>th</sup> St in 2021/2022.)
5. Improve shared priority streets for bicycles as mapped (Map 2 and Map 5), prioritizing east-west connections near transit and high activity areas.
6. Carry forward applicable street concepts from the 2009 DMP (see Appendix D).



# 3. Land Use & Urban Design

This element describes recommended changes to zoning and other development regulations that will shape the types and intensities of land use in downtown Marysville. These recommendations seek to align rules and guidelines with Marysville’s vision and goals for its downtown and to leverage the civic investments completed and underway through the past ten years, including the Civic Center campus and improvements to Comeford Park, the 1<sup>st</sup> St Bypass and other streets, and Ebey Waterfront Park and Trail.

This plan proposes new form-based zoning classifications and concepts, targeted to encourage building types that will strengthen the vibrancy of downtown, bring in new residents and businesses in a walkable environment, and focus development activity around transit and major assets. With limited real estate development in downtown in the past several decades, a major focus of the plan is improving the feasibility of new development through tools like Multifamily Housing Property Tax Exemption (MFTE) and reconsideration of ground floor retail and minimum parking requirements. Specific redevelopment opportunity sites are identified and evaluated with a strategic lens for the role they could play in building upon existing downtown assets. Proposed design guidelines and block frontage designations will help ensure additions to downtown advance the city’s goals for an attractive and functional built environment and preserve the fabric of historic areas.

Under these recommendations, approximately 2,600 new homes and 1,800 new jobs are expected in downtown Marysville by 2044. This represents an increase of 694 new homes and 468 new jobs compared to what is anticipated with no action taken.

Location	Existing (2007)		No Action (2035)		Proposed Action (2044)	
	Dwellings	Jobs	Dwellings	Jobs	Dwellings	Jobs
<b>Total</b>	<b>1,683</b>	<b>2,384</b>	<b>3,568</b>	<b>3,744</b>	<b>4,262</b>	<b>4,212</b>
<i>Growth from 2007</i>			<i>1,885</i>	<i>1,360</i>	<i>2,579</i>	<i>1,828</i>
<i>Difference No Action</i>					<i>694</i>	<i>468</i>

**Figure 9.** *Downtown Master Plan anticipated growth*

# Zoning Proposals

This subarea plan recognizes the effort and forethought that went into crafting existing zoning in downtown Marysville and does not propose major changes. However, where land use activity has not met expectations, and to clarify the vision for a larger master plan area than the 2009 DMP boundaries, this plan proposes modest changes to better fulfill the vision for downtown. This plan proposes the following changes:

- 1) Introduce form-based code to ensure development achieves the desired streetscapes and architectural forms
- 2) Allow a horizontal mix of commercial and residential uses where a vertical mix was previously required
- 3) Allow additional housing types in expanded residential areas

The proposed zoning code and design standards allow the types of development that would implement the vision and objectives described in Concept section starting on page 6 and, in particular, the following objectives:

- Improve development feasibility in the downtown core and waterfront
- Allow a greater variety of small housing types in residential zones
- Enhance existing assets:
  - Ebey Waterfront Shoreline
  - Old Town’s historic character on 3<sup>rd</sup> St and 2<sup>nd</sup> St
  - Human-scaled walkable residential neighborhoods
  - Locally owned businesses
  - Avoid I-5 and BNSF railroad corridor air and noise quality impacts on sensitive uses

The following section describes the specific zone proposals as shown on Map 3. It focuses on the form of buildings and the role they play within an urban environment. Each zone calls out specific types of uses that are preferred or encouraged, which will help planners and community members evaluate the effectiveness of codes and make changes if needed based on outcomes.

## What’s Controlled & What’s Not

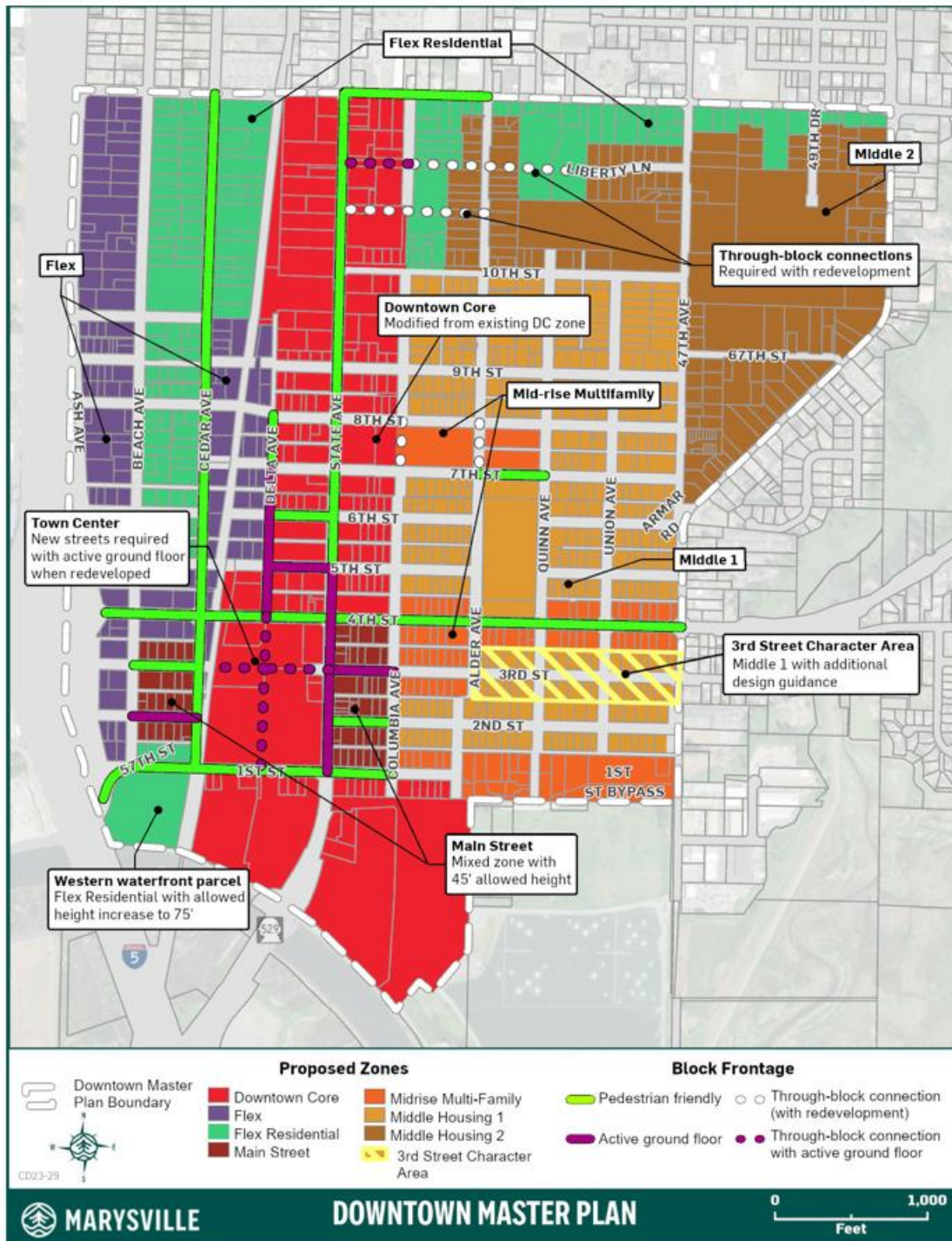
These zones primarily control:

- Building envelope (i.e., height, lot coverage, floor area ratio (FAR))
- Parking amount and location
- Street-fronting building and streetscape elements, particularly on special streets
- Broad categories of land uses
- General building types
- Minimum densities in some cases
- Open space requirements

These zones do not control:

- Specific activities in buildings

Map 3. Zoning Proposals



# Downtown Core

The Downtown Core zone encourages high density residential mixed use and office mixed use. Other commercial uses and multi-family residences are allowed. No active ground floor required except on designated streets (see Street Designations).

Current zoning: Downtown Commercial

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Mid-rise apartments</li> <li>▪ Office buildings</li> <li>▪ Walk-up apartments (wood construction)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 85 feet</li> <li>▪ Minimum density 20 dwelling units per acre except as allowed with director waiver</li> <li>▪ No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced parking requirements for some uses in small buildings</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Office/commercial</li> <li>▪ Retail/residential vertical mix</li> <li>▪ Retail</li> <li>▪ Multifamily Residential</li> <li>▪ Light industrial/manufacturing (indoors)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Single Family Residential</li> <li>▪ Outdoor storage and sales</li> <li>▪ Industrial</li> <li>▪ Drive-throughs</li> </ul>

## Development Examples



*Figure 10. L-R: office building in Newcastle, WA; residential/retail vertical mixed use; stores in Mill Creek, WA*

# Main Street

The Main Street zone protects and enhances the character of Marysville’s historic retail core. This zone encourages high-activity uses like restaurants, entertainment, and shops, and residential above the ground floor. New buildings should feature an active ground floor use. Parking is not required for some uses in small commercial buildings.

Current zoning: Downtown Commercial

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>Zero lot-line storefronts</li> <li>Mid-rise mixed use (with ground floor commercial)</li> <li>Walk-up mixed use</li> </ul>	<ul style="list-style-type: none"> <li>Maximum height 45 feet</li> <li>No minimum density</li> <li>No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>Limited on-site parking requirements for retail uses</li> <li>No or reduced parking minimum for some uses in commercial buildings less than 10,000 sf gross floor area</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>Retail (conditional use if over 20,000 SF GFA)</li> <li>Retail/residential vertical mix</li> <li>Office</li> <li>Commercial/residential horizontal mix</li> <li>Artisan manufacturing</li> </ul>	<ul style="list-style-type: none"> <li>Single family residential</li> <li>Large format commercial</li> <li>Industrial and light industrial/manufacturing</li> <li>Outdoor storage and sales</li> <li>Drive-throughs</li> </ul>

## Development Examples



*Figure 11. L-R: retail building in Duvall, WA; walk-up apartments above retail; four story midrise apartments above active ground floor in Seattle, WA*

# Flex

This zone encourages a mix of uses, including artisan, workshops, small light manufacturing, and commercial. New residential, schools, daycares, and other sensitive uses are not allowed due to air quality, noise, and odor impacts from I-5 and the BNSF railroad corridor.

Current zoning: General Commercial, Downtown Commercial

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Workshops</li> <li>▪ Single-story flexible buildings</li> <li>▪ Small footprint retail/services</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 45 feet</li> </ul>	<ul style="list-style-type: none"> <li>▪ Standard parking code</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Light industrial/manufacturing (indoors)</li> <li>▪ Retail</li> <li>▪ Office</li> <li>▪ Commercial</li> <li>▪ Artisan manufacturing/small work shops</li> </ul>	<ul style="list-style-type: none"> <li>▪ Residential with limited exceptions</li> <li>▪ Outdoor storage and sales</li> <li>▪ Industrial</li> <li>▪ Drive-throughs</li> </ul>

## Development Examples



*Figure 12.L-R: flexible building in Bozeman, MT; small retail/office building in Seattle, WA; retail shop in converted industrial building in Bozeman, MT*

# Flex Residential

This zone encourages a mix of uses, including artisan, workshops, small light manufacturing, and commercial, and allows “missing middle” housing and low-rise apartments.

Current zoning: Mixed Use

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Walk-up apartments</li> <li>▪ Missing middle homes</li> <li>▪ Workshops</li> <li>▪ Single-story flexible buildings</li> <li>▪ Small footprint retail/services</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 45 feet</li> <li>▪ Minimum residential density: 20 dwelling units/acre except as allowed with director waiver</li> <li>▪ No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced residential parking requirements</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Multifamily residential</li> <li>▪ Retail</li> <li>▪ Office</li> <li>▪ Commercial</li> <li>▪ Artisan manufacturing/small work shops</li> </ul>	<ul style="list-style-type: none"> <li>▪ Outdoor storage and sales</li> <li>▪ Industrial and light industrial/manufacturing (indoors)</li> <li>▪ Drive-throughs</li> <li>▪ Parking lot</li> </ul>

## Development Examples



*Figure 13. L-R: multi-family building with ground floor workspaces, Bozeman, MT; residential Building in Bozeman, MT*

# Midrise Multifamily

This zone encourages dense multifamily housing. Commercial is allowed for properties abutting Third and Fourth Streets, but is limited to a ground floor element of a mixed use building for other properties within this zone.

Current zoning: Downtown Commercial, Mixed Use, Residential-18, Residential-8

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Mid-rise apartments</li> <li>▪ Walk-up apartments (wood construction)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 65 feet</li> <li>▪ Minimum residential density: 20 dwelling units/acre, except as allowed with director waiver</li> <li>▪ No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>▪ Standard parking code</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Medium/high-density Multifamily Residential</li> <li>▪ Residential/retail mixed use</li> <li>▪ Small commercial</li> <li>▪ Office</li> </ul>	<ul style="list-style-type: none"> <li>▪ Industrial and light industrial/manufacturing</li> <li>▪ Low-density residential</li> <li>▪ Parking lot</li> <li>▪ Drive-throughs</li> </ul>

## Development Examples



*Figure 14.L-R: “four over one” mid-rise apartment building with ground floor shop; four-story apartment building*



# Middle Housing 1

This zone encourages small infill housing, especially “missing middle” housing. The zone protects the fine-grained, residential character of historic neighborhoods.

Current zoning: R-18 Multi-family Medium and R-8 Single Family High, Small – Lot

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Townhouses</li> <li>▪ Duplex/triplex/fourplex</li> <li>▪ Cottage housing</li> <li>▪ Detached houses with ADUs</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 35 feet</li> <li>▪ Minimum residential density: 10 dwelling units/acre except as allowed with director waiver</li> <li>▪ No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking provided on alley (if present)</li> <li>▪ Reduced minimum</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Medium density residential</li> <li>▪ Low-density residential</li> <li>▪ Small cultural uses (conditional)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Most non-residential uses</li> <li>▪ Drive-throughs</li> <li>▪ Parking lot</li> </ul>

## Development Examples



Figure 15. L-R: modern duplex; townhouses; ADU in Seattle, WA

# Middle Housing 2

This zone encourages infill housing, especially “missing middle” housing and low-rise apartments. Commercial is not allowed except as a ground floor element of a mixed use building located along an arterial street, and is limited to uses that serve the immediate needs of the neighborhood.

Current zoning: R-18 Multi-family Medium, R-8 Single Family High, Small – Lot, and R-6.5 Single Family High

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Townhouses</li> <li>▪ Duplex/triplex/fourplex</li> <li>▪ Small apartments</li> <li>▪ Cottage housing</li> <li>▪ Walk-up apartments</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 45 feet</li> <li>▪ Minimum residential density: 10 dwelling units/acre except as allowed with director waiver</li> <li>▪ No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced minimums</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Medium density residential</li> <li>▪ Low-density residential</li> <li>▪ Small commercial on ground floor of mixed use building located along an arterial street (conditional)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Most non-residential uses</li> <li>▪ Drive-throughs</li> <li>▪ Parking lot</li> </ul>

## Development Examples



*Figure 16. L-R: modern six-plex in Seattle, WA; traditional small apartment building in Seattle, WA; Townhouse in Seattle, WA*

# 3<sup>rd</sup> Street Character Area

This overlay places design standards along either side of 3<sup>rd</sup> St between Alder Ave and 47<sup>th</sup> Ave NE to promote building design consistent with existing character.

Current Zoning: R-8 Single Family High, Small – Lot

Design standards should address the following elements to maintain a historic character:

- Peaked/gable roofs
- Parking in rear on alley
- Front yard set back
- Traditional materials
- Window design



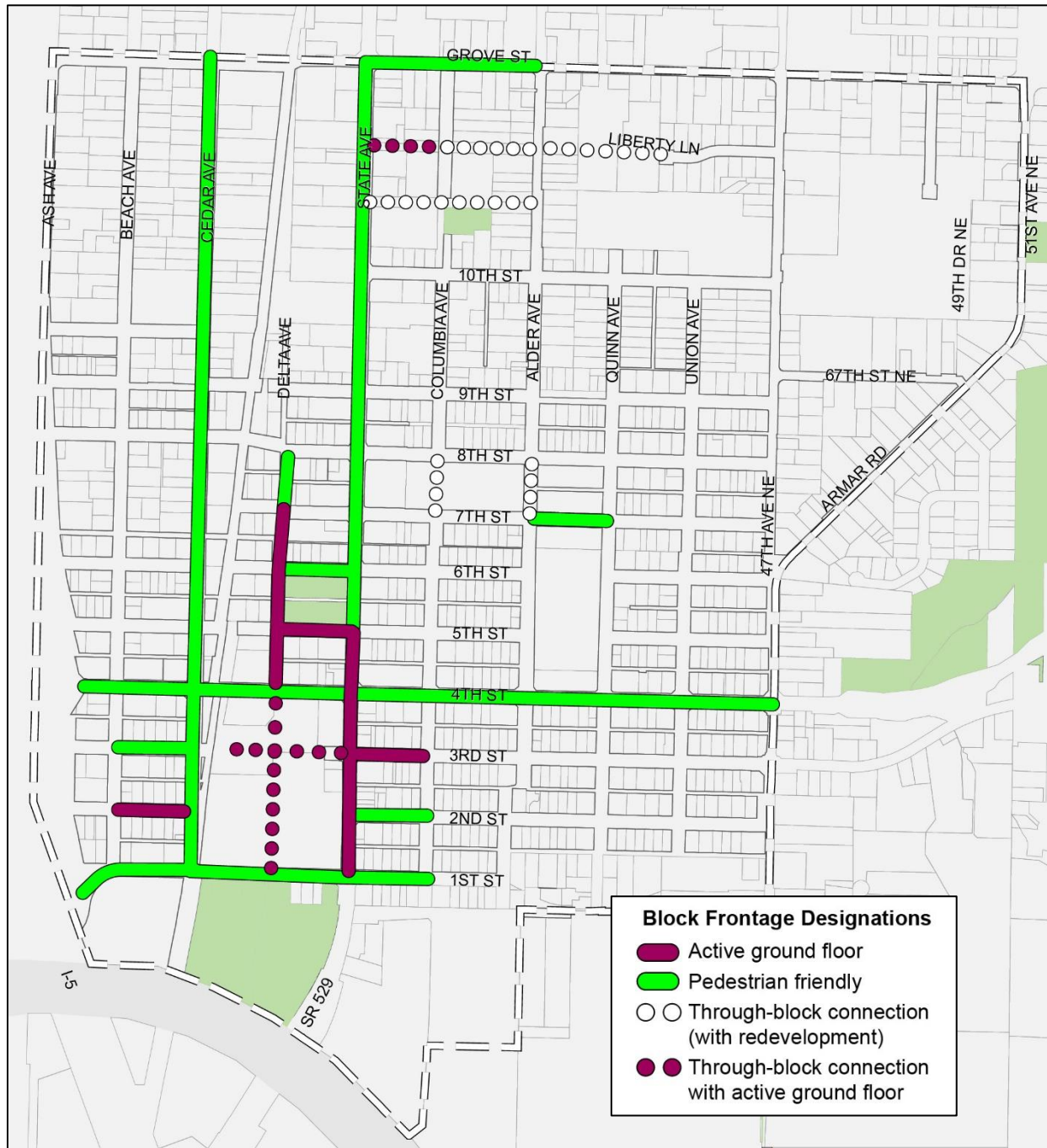
**Figure 17.** Sample guidelines for a corner lot triplex that emphasize traditional Pacific Northwest architectural characteristics and an active relationship with the street

## Recommendations

- LU-1 Apply form-based code to new zones as shown in Map 3.
- LU-2 Apply design guidelines promoting traditional/historic residential character to the 3rd St Character Area.

# Street Designations

Map 4. Street designations and through-block connections



## Block Fronts

The design and orientation of new buildings should foster vibrant neighborhood centers. To accomplish this, alongside form-based zoning updates to create mixed-use, transit-oriented neighborhoods, Marysville should designate certain streets (existing and future at conceptual locations as identified in Map 4) as:

- **Active Ground Floor.** These streets provide a comfortable and engaging experience for people on foot. They feature active ground floors (restaurants, small offices, building lobbies, fitness, retail, artisan manufacturing, etc.) with frequent building entries, 16 foot sidewalks with comfortable space for walking and outdoor dining, and street trees. Active ground floor streets are designated in limited areas to concentrate pedestrian activity and help create more vibrant urban character.
- **Pedestrian Friendly.** These streets create comfortable and safe paths that connect important destinations. They feature wide (8 or 12-foot) sidewalks, street-fronting buildings that may or may not have active uses at ground floor, and street trees. An 8-foot sidewalk is required when the landscape block frontage standards are pursued for properties with a pedestrian-friendly block frontage designation. A 12-foot sidewalk is required when the active ground floor block frontage standards are pursued for properties with the pedestrian-friendly block frontage designation. Ground level residential units along pedestrian friendly streets should have direct street access. Eight (8) feet of sidewalk width shall be located within the public right-of-way with the additional sidewalk width located on private property within a public easement.

These streets will play a critical role in the public realm of downtown Marysville, providing for public gathering places, cafes, bars, fitness, ground floor work spaces that interact with the street, and comfortable places to stroll, wheel, bike, linger, play, and rest.

## Through-Block Connections

A foundation of a walkable urban environment is a well-connected street grid. Marysville's downtown benefits from such a grid, especially in the historic core; however, in the north part of the downtown master plan area, large blocks and few east-west connections make it more difficult to access amenities and transit near State Ave. New through-block connections should be created in locations specified on Map 4 as adjacent parcels redevelop.

## Recommendations

- LU-3 Designate Active Ground Floor and Pedestrian-friendly Streets as mapped on Map 3 as part of the new form-based code.
- LU-4 Apply block front design standards to the existing and future streets identified in Map 3 (locations conceptual for future through-block connections). Designations should:
- Require frequent entries (e.g., every 30 feet) and adequate transparency (windows) to foster a lively street and ensure space for small businesses.

- b. Require commercial ground floors on active ground floor streets, while being flexible to allow a range of viable uses (e.g., cafes/restaurants, bars, fitness centers, coworking and cooperative spaces, artisan/small workshops/light manufacturing).
- c. Allow commercial or residential uses (where future zoning allows) on the ground floor of active ground floor streets.
- d. Encourage flexible ground floor layouts that accommodate small and growing businesses, as they expand and contract, accounting for creative models like condos and co-ownership.
- e. Require commercial ground floors to accommodate a range of business and arts uses (e.g., high enough ceilings for a restaurant's ventilation system).
- f. Set maximum retail size limits (except for grocery and hardware) or average storefront area or depth to ensure a diversity of sizes.
- g. Disallow surface parking lots along primary streets and limit it along secondary streets to side/back/beneath buildings with proper screening.
- h. Include wayfinding for pedestrian and bicycle routes.

LU-5 Apply through-block connection standards to new downtown zones to require easements or right-of-way dedication at the designated locations to create routes usable to pedestrian, bicycle, and vehicular traffic where noted on Map 4.

# Housing

This section assesses the current status of housing downtown and provides recommendations to achieve the number and type of units desired, including affordable housing. It builds on the zoning proposals section above and add details about housing-specific outcomes.

## Status of Downtown Housing

The proposed downtown master plan area currently has 677 single family detached houses, 570 apartments/condominiums, and about 250 duplexes, triplexes, and fourplexes. Housing is dispersed throughout the study area but is the predominant use in the eastern part of the subarea, where historic residential neighborhoods include a mix of detached houses and other building types. Housing production in this area peaked in the 1960s-70s, with minimal development activity in the past two decades.

Dwelling Type	Acreage	Parcels	Units
Single Family Detached Houses	127.3	618	677
Duplex	10.2	46	95
Triplex	2.5	12	42
Quad	6.1	24	96
Multifamily	29.4	38	494
Condominium	4.30	9	76
Total	179.9	747	1,480

**Figure 18.** Residential property in study area, by acreage and parcel count. Sources: Snohomish County Assessor, 2020; BERK, 2020.

## Single Family Detached Houses

There are 618 single family parcels in the study area, located throughout the district, and totaling 71% of residential acreage. When adjusted for lot size, single family homes within the study area average about 10% lower in value than homes in Marysville overall. Raw land in the downtown neighborhoods is relatively valuable – for almost 95% of single family detached houses the value of the land is greater than the improvement value (the value of structures and site improvements), indicating potential for redevelopment.



*Figure 19. View looking north up Union Ave, starting at 5<sup>th</sup> St. Image: Google Maps*



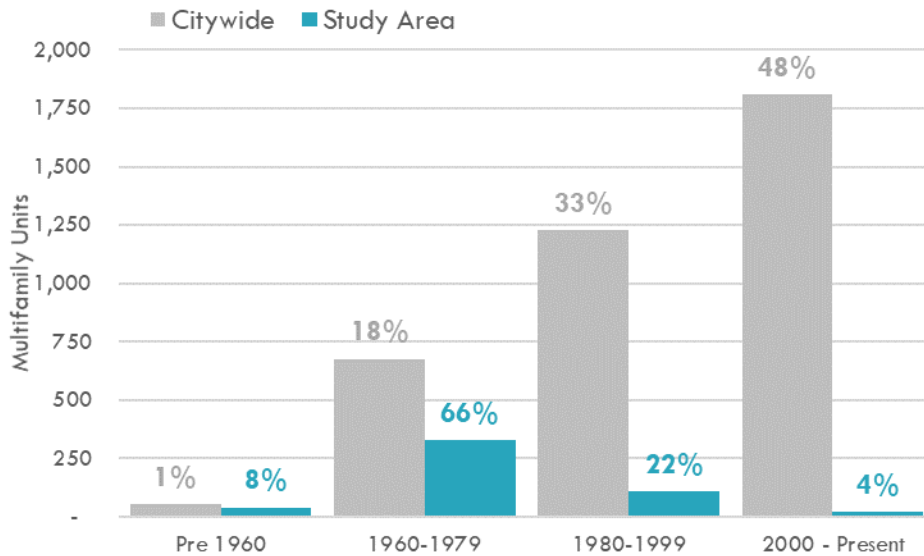
## Multifamily Housing

There are 494 units of multifamily housing within the study area. Multifamily buildings in the study area are low-rise styles, up to 3 stories in height, ranging from 2 to 54 units. Most multifamily units are in buildings built in the 1960s and 1970s. There have only been two multifamily developments in the current Downtown Master Plan boundaries within the past 20 years (2000-2020): one 6-unit building built in 2002 and a 12-unit income-restricted affordable housing development constructed in 2009. Rents within the study area are lower than in the city overall, likely influenced by the age of the buildings.



*Figure 20. Properties south of Grove St on 47<sup>th</sup> Ave Northeast, Image: Google Maps*

*Figure 21. Multifamily units by year built, Marysville and study area (% Total). Sources: Costar, 2020; BERK, 2020.*



# Housing Strategy/Desired Outcomes

To provide walkable, sustainable housing options, increase business viability, and add diversity to Marysville's housing stock, this plan supports increased residential development downtown. New housing built near transit stops will reduce automobile dependence and increase Marysville's downtown economic vitality. New homes in established neighborhoods, with excellent walking conditions and nearby amenities, will be places for both homegrown Marysville families and new families.

## Housing Incentive Programs

Marysville has several existing programs to incentivize production of affordable and market rate housing downtown:

- Multifamily Housing Property Tax Exemption, Chapter 3.103 MMC: Applies to 2009 Downtown Master Plan study area that is smaller than the study area defined for the Downtown Master Plan Update. The City is proposing to expand the boundary to correspond with the Downtown Master Plan Update boundary and reduce the minimum size of the multifamily development from twenty to ten units in order to qualify for the tax exemption.
- Residential Density Incentives, Chapter 22C.090 MMC, for R-18, MU, and GC zones, e.g. 1.5 bonus units and 30-60 units per five acres for low-income or senior housing, respectively
- Affordable and Supportive Housing Sales Tax Credit Fund, Chapter 3.105 MMC, that identifies funding for acquiring, rehabilitating, or constructing affordable housing, or operations and maintenance costs of new units of affordable or supportive housing, or providing rental assistance to tenants
- These programs should be expanded to cover the new proposed Downtown Master Plan area.

## Anticipated Housing Production

With proposed zoning changes, and following City investment in parks and infrastructure, and regional transit investment, housing production is likely to increase in several areas:

- **State Ave Corridor/Downtown Core zone.** Multi-story apartments in the State Ave corridor will become more feasible with the relaxation of ground-floor retail requirements and some parking minimums. The minimum density of 45 dwelling units per acre means that new apartments will likely be at least three stories.
- **Midrise Multifamily zones.** New medium density residential zoning along 1<sup>st</sup> St, 4<sup>th</sup> St, and at the Totem Middle School site will allow midrise apartments without ground floor retail requirements. The minimum density of 45 dwelling units per acre means that new apartments will likely be at least three stories.
- **Missing Middle.** New "Middle Housing" zones in the downtown residential neighborhoods will allow small multifamily building types like duplexes and townhouses. New homes will be added incrementally to the neighborhood over time.

# Recommendations

- LU-6 Adopt proposed zoning changes to allow a wider range of housing types.
- LU-7 Expand the Multifamily Housing Property Tax Exemption (MFTE) area to cover the proposed Downtown Master Plan area. Also see Multifamily Housing Property Tax Exemption (page 50).
- LU-8 Explore residential density or height incentive programs for new proposed zoning classifications.
- LU-9 Continue using the Affordable and Supportive Housing Sales Tax Credit Fund for acquisition, rehabilitation, and construction of affordable housing; operations and maintenance costs of new affordable or supportive housing units; and rental assistance provisions to tenants.

# Redevelopment

This section includes recommendations to achieve the type of development desired beyond zoning changes, particularly at Town Center, waterfront properties, and the block just south of Comeford Park. It describes completed or potential future public realm designs and incentives to spur desired redevelopment.

## Potential Redevelopment Sites Vision

### Tier 1/Short-term Opportunities

#### Waterfront

The parcels between 1st St and Ebey Slough represent dramatic and enticing development opportunities. Marysville is actively inviting redevelopment in two phases (see Appendix E: Invitation to Submit Qualifications: Ebey Waterfront – Housing and Retail Development Opportunity and the 5-year [Waterfront Strategic Plan](#)):

1. **Phase 1.** A 15-acre site at the southeastern plan boundary including the City’s Public Works yard, former Crown Mill property, and portions of residential properties acquired for the 1<sup>st</sup> St Bypass project.
2. **Phase 2.** A 4.5-acre City-owned former mill site bounded by I-5 and the BNSF railroad corridor.

Both sites front directly on Ebey Slough. The Ebey Waterfront Park and planned expansion (which includes an entertainment venue), the Ebey Waterfront Trail and connection to Centennial Trail, waterfront views, proximity to Old Town (historic 3<sup>rd</sup>/2<sup>nd</sup> streets) and Town Center commercial activity make this an amenity-rich area.

With redevelopment, the waterfront properties would transform into a vibrant place with quality housing with an emphasis on affordability options; unique retail, institutional, and/or commercial spaces; entertainment venues; and waterfront trails that change the legacy of a working waterfront into a publicly accessible recreation and community waterfront. Showcasing the environmentally significant Ebey waterfront and Qwuloolt estuary through connected open spaces and viewpoints; providing places for socializing; and fostering a unique sense of place through local businesses, public art, and quality design are major goals from the Waterfront Strategic Plan.

Residential, office/institutional/commercial, and recreational uses are likely to be drawn to the riverfront amenity, park activities, and proximity to highways and transit. The 2009 DMP waterfront redevelopment vision is still relevant; however, the City is expanding Ebey Waterfront Park westward as shown in Figure 23. The blue outline in Figure 22 marks this area.



*Figure 22. Waterfront redevelopment vision*

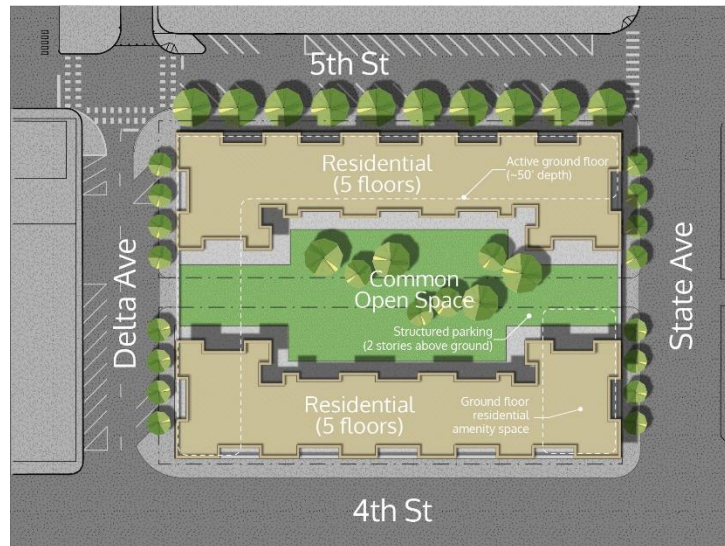


*Figure 23. Ebey Waterfront Park expansion concept*

The drawbacks of the waterfront properties include the freeway, highway, and railroad corridors trisecting the riverfront and producing noise and a sense of intrusion. While residential development will probably be a dominant use, the units will need to be designed to orient away from the intrusions. Also, it is unlikely that residential uses will locate near the wastewater treatment plant. The City’s Shoreline Master Program encourages mixed-use development in the area.

## Comeford Park Mixed Use Site

The block south of Comeford Park, bounded by Delta Ave, 5<sup>th</sup> St, State Ave, and 4<sup>th</sup> St, shows development potential with existing assets, recent City investment, interested property owners, and some City ownership. Comeford Park, the community center, and the new Civic Center and Delta Ave woonerf make this area one of the most pleasant in downtown. The park itself is a classic city “green” with trees, play areas, lawn, iconic water tower, and new spray park. A new *Swift* BRT station will likely serve the 4<sup>th</sup> St/Comeford Park area starting in 2027/28, connecting the area to Everett and the region. The site’s central location within downtown makes it within walking distance of the waterfront and Ebey Park and Trail, Old Town, Town Center, Asbery Field, and the Beach Ave neighborhood.



**Figure 24.** Example Comeford Park site mixed use redevelopment

The vision for this block includes residential and commercial uses in one or multiple buildings. The ground floors facing Delta Ave and Comeford Park (5<sup>th</sup> Street) would include active uses, such as restaurants, coworking spaces, artisan manufacturing, and micro-retail. A residential amenity space may anchor the 4<sup>th</sup> St and State Ave corner. The public alley may be vacated in exchange for public benefits like affordable commercial space, affordable housing, or improved outdoor seating areas. The additional residences and businesses on the block would enliven the park and woonerf.

The 4<sup>th</sup> St and State Ave pedestrian environments are currently challenged by narrow sidewalks next to heavy traffic. With redevelopment, wider sidewalks and street trees would improve the human experience. In addition, an improved pedestrian crossing of 4<sup>th</sup> St and Delta Ave will provide an important connection to the waterfront if Town Center redevelops.

## Tier 2/Long-term Opportunities

### Town Center

Located between 4th St, 1st St, State Ave, and the railroad tracks, the Town Center Mall provides the bulk of shopping opportunities in the downtown, and is the only place in the study area that features large footprint retail (50,000 SF and up) buildings that are necessary for a super market or department store. While it is not expected that the Town Center Mall will redevelop in the near term, competition from online and outlying retailers, general depreciation of the current buildings, new mixed use development opportunities, capitalizing on the City's nearby park and infrastructure investments, and expiration of existing long-term leases may induce the owners to consider redevelopment in the future.



*Figure 25. Mixed use redevelopment vision for Town Center*

The 2009 DMP envisioned a mixed-use lifestyle center (like U-Village in Seattle) with a reconnected street grid and central open space. The illustration incorporated daylighting of Lost Creek, which would physically and symbolically reconnect Town Center to the lagoon at the former Geddes Marina and the waterfront. This plan updates the vision to maintain a central open space, but due to high archeological risk factors and potential expense, removes the creek daylighting as a required aspect. It is still encouraged if feasible. Also, retail trends have changed dramatically since 2009. Town Center may redevelop with some retail, such as grocery, but other types of commercial uses are expected.

Town Center would most likely redevelop as a whole due to property ownership patterns. However, an alternative scenario could include shorter-term infill development on existing surface parking lots and smaller parcels. This would have the benefit of maintaining existing uses and functions like the grocery, while also seeing street connectivity improvements on any part redeveloping. Infill development would be challenged by having to provide parking for both its new uses and the remaining mall uses. To allow for infill development, this zone should allow horizontal mixing of uses.

## Totem Middle School

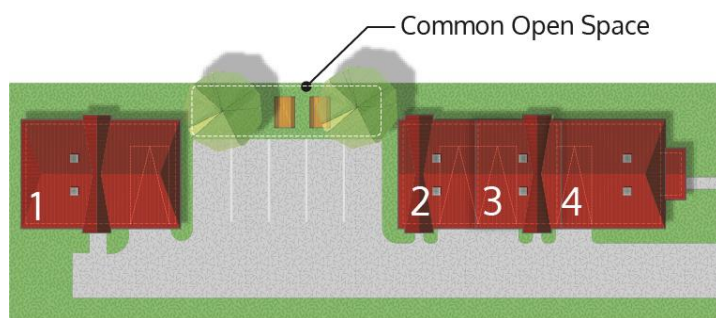
Totem Middle School is near the heart of downtown Marysville, located on State Ave, just two blocks from the future Civic Center. The school is operated by the Marysville School District, but its buildings are aging, and the district operates another middle school just a half mile away to the northeast. In the long-term, and pending funding, the school district may consolidate middle schools at the Marysville Middle school site, which is less constrained. The Totem Middle School campus occupies 7.2 acres in the core downtown area, with excellent access to transit and amenities.

If this site became available to real estate development, it could support mixed-use 5-7 story buildings near State Ave, and mid-rise apartments and townhouses east of Columbia Ave. This would provide a substantial increase to the downtown population and a boost for local businesses. The Columbia and Alder Ave street grids would reconnect with streets designed primarily for people that also allow slow-moving vehicles.

## Middle Housing Redevelopment

Revised zoning in the neighborhoods around downtown to allow “middle housing” would encourage investment in compact, relatively affordable homes within walking distance of downtown amenities and transit stops. Middle-density housing – such as townhouses, duplexes, cottage housing, and small apartments – was traditionally a part of American neighborhoods prior to the 1950’s. The neighborhoods east and north of downtown already have buildings of these types, some of which date from before modern zoning ordinances. Middle housing types are at a similar scale as single-family detached housing, but because most middle housing types share walls and don’t take up a whole lot, they are cheaper to build and more energy efficient than free-standing houses.

Current parking and access requirements are challenging for this scale of development, especially for parcels that do not abut alleys. The City should consider reducing minimum parking requirements and potentially required driveway widths to increase feasibility and reduce impacts to the human experience along residential sidewalks.



*Figure 26. Sample townhouse site plan on a typical north downtown lot showing modestly reduced parking and driveway requirements*



# Encouraging Redevelopment

## Parking Minimums

Most cities in the United States apply minimum parking standards to new development to ensure adequate off-street parking is available given the expected use. Because surface parking has significant space requirements and structured parking is expensive to construct, parking minimums have a powerful impact on development feasibility. In some cases, when parking minimums are set higher than actual demand, parking minimums can reduce or prevent real estate development.

In recent years, parking minimums have attracted the attention of state legislators who have reduced the amount of parking that cities can require in places served by frequent transit service for residential uses. Passed in 2019 and 2020, HB 1923 and 2343 placed limits on how much parking cities can require for senior housing, income restricted housing, and market-rate housing near frequent transit in RCW 36.70A.620.

Minimum parking requirements should be reduced in areas where development is most desired. See Proposals for more.

## Multifamily Housing Property Tax Exemption

Multifamily Housing Property Tax Exemption (MFTE) is a program that allows property owners or developers in a prescribed area to forgo property taxes for a set period of time in exchange for providing market-rate or affordable rental units. This program helps to stimulate housing production by making it more financially feasible for developers to create new housing.

Marysville's MFTE program currently applies to projects with 20 or more units falling within the 2009 DMP boundary. The property tax exemption lasts 8 years for market-rate units or 12 years if 20% of units are affordable to low- or moderate-income households (unless owner-occupied, then 20% moderate-income is allowed). The program should be expanded to cover the multifamily and mixed-use zones in this plan's study area. In addition, the City should reduce the minimum unit threshold for MFTE eligibility so that smaller-scale projects are eligible.

## Ground Floor Retail Requirement

The current Downtown Commercial zone requires ground floor commercial anywhere that multifamily units are proposed with a limited exception for disability-accessible units located to the rear of buildings. Though beneficial for maintaining commercial affordability, this can challenge development feasibility and, in some conditions, result in vacant ground floor space. Focusing active ground floor requirements along key streets allows for some residential-only buildings, which tend to be more financially feasible than vertically mixed-use buildings, especially those with extensive commercial ground floors. In addition, opening up “commercial” to mean a wide range of artisan, coworking, and small manufacturing uses in addition to the traditional retail and restaurant street-level uses would allow flexibility for changing market trends and support a vibrant, diverse downtown.



Anthem Park (Source: MAKERS)



University Village (Image base source: Google Maps)

Figure 27. Horizontal mix of uses

## Middle Housing

New zoning classifications proposed in this plan would eliminate barriers to middle housing production in the residential neighborhoods of downtown. The proposed Middle Housing 1 and Middle Housing 2 zones would allow more housing types than are currently allowed under either the R-8 or R-18 zones and remove dwelling unit density provisions. To best optimize these zones, the City should also consider reducing parking and access requirements to maximize the site and reduce the impact of spaces designed for automobiles.

## Planned Action EIS Expansion

This plan’s associated Supplemental Environmental Impact Statement (SEIS) analyzes environmental conditions, potential impacts, and mitigation measures proposed for this study area. A Planned Action SEIS performs an upfront, detailed, comprehensive environmental analysis for the study area. By providing this analysis during the planning process, individual projects do not have to do extensive SEPA analysis and are exempt from SEPA appeals, thereby streamlining permit review and reducing legal risks to individual projects. It can reduce development costs and attract development.

This DMP update expands the Planned Action area to this plan’s study area. The Planned Action Ordinance should outline mitigation commitments and requirements.

## Unique Identity and Sense of Place

A variety of small local businesses, waterfront location, wealth of parks and cultural institutions, human-scale grid pattern in many areas, and range of neighborhood centers with different foci (e.g., historic main street, Opera House, Civic Campus, Waterfront, residential/commercial Beach Ave neighborhood) bolster Downtown Marysville’s unique sense of identity. To continue building Marysville’s image and storyline, public and private investment should all work toward a common goal of places that are “unique, eclectic and artistic that highlight the resilient, independent, and authentic character of the community and its residents” (2021 [Waterfront Strategic Plan](#), p 11). This includes updating design standards (see Zoning Proposals and Street Designations recommendations); supporting local, independent businesses (see Displacement Prevention for affordable commercial space strategies); and integrating public art and unique wayfinding into streets, trails, parks, and places.

## Recommendations

- LU-10 Continue promoting development sites and seeking partners (e.g., Port, Tulalip Tribes). Market recent investments—Ebey Waterfront Park expansion, Civic Center, Delta Ave woonerf, 1<sup>st</sup> St Bypass, 1<sup>st</sup> and 3<sup>rd</sup> St LID/beautification, and other nearby street improvements to spark interest.
- LU-11 Actively facilitate a few catalyst projects (e.g., the block south of Comeford Park) to gain momentum and demonstrate rent capabilities while also preventing displacement (see Displacement Prevention on page 53). Also see the [Waterfront Strategic Plan](#)’s catalyst projects.
- LU-12 To improve development feasibility, remove the ground floor commercial requirement for multifamily buildings and instead focus the active ground floor requirement on key streets (see Street Designations on page 37). Include a wide range of allowed commercial uses.
- LU-13 Expand the MFTE boundary to include the DMP study area’s residential and mixed use zones.
- LU-14 Reduce the MFTE unit threshold from 20 units to 10 units so that smaller projects can receive the tax benefit.
- LU-15 Reduce minimum parking requirements where development benefits from transit investment and proximate resources and amenities.
- LU-16 Market the benefits of the Planned Action SEIS such as reduced SEPA review and risk for developers.
- LU-17 Consider reducing required driveway widths for middle housing types.
- LU-18 Create an Arts Policy and integrate public art into public buildings, parks, and the public realm.

# Displacement Prevention

Marysville envisions transformational redevelopment to achieve a lively, attractive downtown. However, downtown is already rich with a diverse range of small businesses and non-profits and many residences. Preventing or minimizing small business, nonprofit, and residential displacement will be important for serving Marysville’s existing community and maintaining integrity to its roots.

Because of this plan’s recommendation to reduce ground floor commercial requirements to a few key streets, paired with the vision for extensive redevelopment, maintaining affordable commercial space is of concern. As shown in the Assets list (page 6), downtown has businesses and service organizations making use of small, affordable commercial spaces. They are important for building and maintaining a sense of community and belonging, adding vibrancy to the public realm, and attracting locals and visitors. Around the region, as these kinds of places redevelop, existing businesses and organizations struggle to find comparable places with rents that work for their business model. Encouraging redevelopment to provide affordable commercial space, and considering business relocation needs and assistance, will be important to supporting Marysville’s community.

Residential displacement, though a risk, is slightly less of a concern because of the overall large increase in units. However, the region is generally failing to meet its need for housing for extremely low-income households. See Housing Strategy/Desired Outcomes (page 43) for ways to encourage housing production and the range of housing types needed.

## Recommendations

- LU-19 Alter development standards and allowed uses in Old Town (3<sup>rd</sup>/2<sup>nd</sup> St) to minimize displacement of existing commercial space and maintain the transition between the Town Center site and existing residential neighborhoods.
- LU-20 Apply building design standards to require a “flex shell” ground floor that is ready-made to accommodate small, start-up, microbusinesses, and nonprofits to reduce their initial financing needs. These include frequent entries, transparency, depth or size limits or averages, and ceiling height that accommodates commercial kitchen HVAC and arts uses.
- LU-21 Explore partnerships with quasi-public entities (i.e., the Port and preservation and development authorities) and nonprofits (e.g., community land trusts, business incubators) to creatively expand commercial affordability options.
- LU-22 Consider offering incentives to developers that retain current businesses or offer business relocation assistance.
- LU-23 Develop a first right to return program for businesses and residents displaced by redevelopment.
- LU-24 Consider establishing an inclusionary housing requirement that new mixed-use and multifamily development incorporates affordable housing or pays an in-lieu fee.
- LU-25 Explore additional programs to minimize and/or mitigate displacement of existing businesses, nonprofits, and residences, especially in the Civic Center area.

# 4. Transportation

The transportation network consists of vehicle, bicycle, pedestrian and transit facilities. The recommendations provided for the downtown are intended to help achieve the goals and objectives related to transit, multimodal connectivity, and enhanced street design and streetscape.

Network classifications are one of the key implementation tools establishing priorities for how the transportation system is used and constructed. It is unreasonable and uneconomical to build each street to accommodate every function and user and so priorities must be set. The Functional Classification (i.e., highways, arterials, collectors, and local streets) identifies whether mobility or access to parcels is a priority for each street. The Truck Route Classification identifies routes that should be designed to accommodate regular truck activity. The City already has functional and truck route classifications for the corridors within the Downtown, and these would not change with this DMP. The Travel Context Classification is another tool for identifying whether automobiles, transit, bikes, or pedestrians are the priority for each street. This plan identifies Travel Context Classifications along key facilities within Downtown to support the additional densities proposed.

The following describes the three Travel Context Classifications recommended in this plan:

- **Bike/Pedestrian (Ped) Priority Classification** – The Bike/Ped Priority class emphasizes bicycle and pedestrian mobility over other modes. Posted vehicle speeds would be lower and the number of vehicle lanes would be minimized.
- **Shared Priority Classification** – The Shared Priority class represents corridors where vehicle mobility is balanced with nonmotorized travel comfort.
- **Vehicular Priority Classification** – The Vehicular Priority class emphasizes automobile and transit mobility over other modes. Pedestrian and bicycle facilities are focused on facilitating local access; however, overall non-motorized travel would be more comfortable on alternate parallel routes.

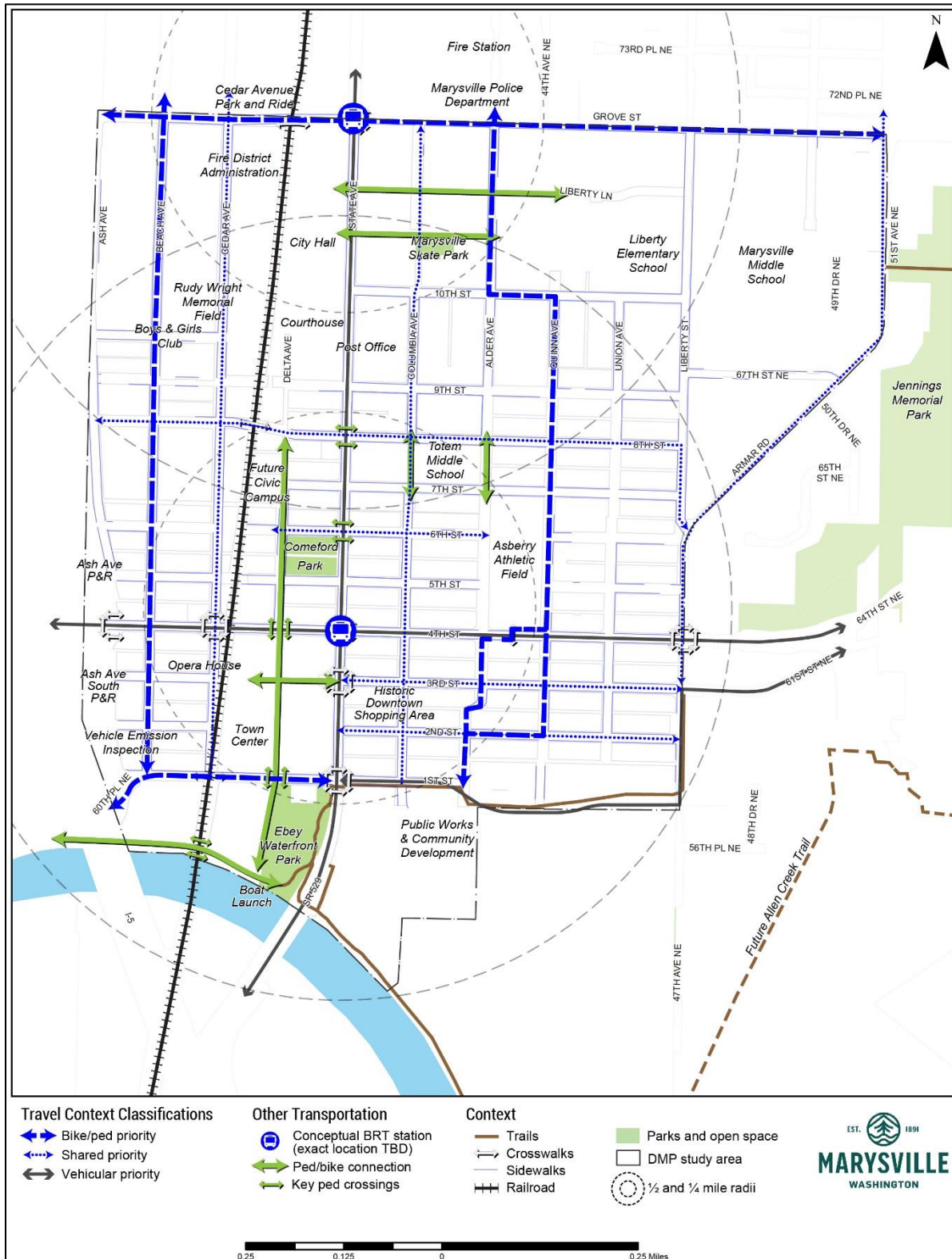
## Travel Context Classifications

Map 5 illustrates the recommended priorities for key corridors within Downtown including:

- Bike/Ped Priority along Grove St, Beach Ave, and Alder Ave–10<sup>th</sup> St–Quinn Ave–2<sup>nd</sup> St–Alder Ave. These streets may provide treatments to deemphasize and slow vehicles along the corridor.
- Shared Priority along Columbia Ave, Cedar Ave, 8th St, 6<sup>th</sup> St, 3rd St, 2nd St, and 47<sup>th</sup> Ave NE–Armar Rd–51<sup>st</sup> Ave NE, facilitating access to activity nodes for all modes. Shared streets may accommodate various treatments such as parking, wider sidewalks, and bicycle lanes (if right-of-way allows).
- Vehicular Priority along 1st St, 4th St, and State Ave. The streets with vehicular priority have the highest traffic volumes, facilitate truck movement, and may accommodate transit and multiple travel lanes.

The street design section provides example cross-sections for downtown streets within these travel context classifications.

Map 5. Transportation Recommendations Map



# Pedestrian and Bicycle

The pedestrian network in downtown is well connected with a gridded system making it easy to walk between destinations. The City requires that new developments construct sidewalks on their internal streets and adjacent frontages. The developer improvements should address safety and security of the sidewalk network by improving lighting and providing pedestrian amenities. Developer improvements will continue to provide for a large portion of the downtown pedestrian system; however, the City may need to address gaps within downtown to provide a connected network. However, the BNSF rail line that runs north-south between Cedar Ave and State Ave creates a barrier to east-west walking and biking.

Pedestrian and bike travel should be prioritized on Beach Ave, Grove St, and Quinn Ave/Alder Ave. Beach Ave and Grove St have bike lanes along portions of the streets and the City has identified adding bike lanes along portions where they are missing. A new grade separated BNSF crossing improvement has also been identified at Grove St, which will help reduce conflicts and delays along Grove St.

Map 5 recommends new or key connections for pedestrians and bikes. The priority connections could feature wider sidewalks, pedestrian-scale lighting, decorative pavement, curb bulbs at intersections, and amenities and bicycle facilities such as bike lanes, shared lanes, or bike routes. As the connections are developed, consideration will need to be given to how crossings are made at the railroad and at vehicle priority corridors or corridors with higher traffic volumes. The City already has a pedestrian signal at Asbery Field along 4th St and is planning a signal along 4th St at Delta Ave. Signal timing to support pedestrian movement across intersections should be considered.

At the south side of the planning area, 60<sup>th</sup> Pl NE/1<sup>st</sup> St is a pedestrian/bicycle priority street that would connect downtown to the area west of I-5, including the Quil Ceda Creek Casino and Hibulb Cultural Center. With a 68-foot right-of-way on 1<sup>st</sup> St and extensive right-of-way under I-5 on 60<sup>th</sup> Pl NE, there is ample space for a buffered, wide multi-use path and two travel lanes. The pedestrian and bicycle facilities may locate on the south side to avoid I-5's structural columns and make use of limited vehicular access points on the south side.



**Figure 28.** 60<sup>th</sup> Pl NE, with the addition of pedestrian and bicycle facilities, would create a key connection from downtown to west of I-5.



# Recommendations

- TR-1 Require new ped/bike connections with redevelopment in the following locations. As possible, seek opportunities to accomplish these through-block connections sooner by acquiring easements or through other methods.
- a. Liberty Lane – East-west connection from the existing Liberty Lane to State Ave.
  - b. Marysville Skate Park – East-west connection between Alder and State avenues connecting through the Marysville Skate Park.
  - c. Totem Middle School Area – North-south connections between 7th and 8th streets on Columbia and Alder avenues.
  - d. Delta Ave – North-south connection between 8th St and Ebey Waterfront Park. The area within the Civic Center campus is being design as a woonerf, which is a shared facility for pedestrians and bicyclist. Delta Ave is also identified for a bicycle boulevard/woonerf as future areas develop south of the Civic Center campus.
- TR-2 4th St pedestrian improvements – At-grade pedestrian improvements to provide a safe and comfortable connection between the Civic Center and the Entertainment District (west of BNSF tracks), Old Town business district (east of tracks) and Ebey Waterfront Park and Trail.
- TR-3 4th St/Delta Ave intersection – Provide a pedestrian crossing on 4<sup>th</sup> St at Delta Ave connecting the Civic Campus and Town Center, such as a HAWK signal.
- TR-4 1<sup>st</sup> St/60th Pl NE bicycle facilities – Add bicycle facilities to complete an east-west connection between downtown and west of I-5.
- TR-5 Ped/bike and shared priority streets – With any redesign of the designated bike/ped and shared priority streets, feature wider sidewalks, pedestrian-scale lighting, decorative pavement, curb bulbs at intersections, appropriate signal timing for pedestrian movement, and amenities and bicycle facilities such as bike lanes, shared lanes, or bike routes. As the connections are developed, consider how crossings are made at the railroad and at vehicle priority corridors or corridors with higher traffic volumes. See Street Design for specific ped/bike recommendations for 8th St, Alder/Quinn avenues, and Armar Rd.

# Transit

## *Swift* BRT

The City will continue to work with Community Transit to improve transit services and develop a convenient, integrated and efficient transit system that supports future growth downtown. Community Transit's *Swift* bus rapid transit (BRT) along State Ave is anticipated in 2027/2028. A one-mile station spacing is desired for *Swift*, and a mix of uses around the station is ideal to maximize ridership. A *Swift* station has been identified at Grove St downtown due to proximity to the existing Cedar Ave park-and-ride and other amenities.

A second station is recommended in the vicinity of 4<sup>th</sup> St. A *Swift* station near 4<sup>th</sup> St would be most centrally located to a mix of uses and within walking distance from the Civic Center campus, waterfront, historic downtown shopping, Opera House, Town Center, and Beach Ave areas. Locations farther north or south are less ideal. A Comeford Park station walkshed would be vastly redundant with Grove St's. A waterfront location would serve a limited area because of the slough and limited developable land to the south.

## Commute Trip Reduction

The City of Marysville has adopted a Commute Trip Reduction (CTR) plan (see Chapter 11.52 of the Municipal Code). The plan establishes goals consistent with the state legislation (RCW 70.94.521) and focuses on major employers located in the city. Strategies focus on transit incentives, ridesharing services, parking management and work scheduling. The DMP could result in additional density, which may reduce reliance on vehicular travel and increase transit and non-motorized use.

Employers in the Downtown should be encouraged to implement Transportation Demand Management (TDM) programs. In addition, residential developers and building managers could also be encouraged to provide a TDM strategy for buildings similar to what is outlined in TR-7.

## Recommendations

- TR-6 Continue coordinating with Community Transit and advocate for the southern station to locate near 4<sup>th</sup> or 3<sup>rd</sup> St.
- TR-7 Facilitate and encourage downtown employers, residential developers, and building managers to implement Transportation Demand Management (TDM) programs. Building strategies may include commuter information, rideshare facilitation, bikeshare promotion, vanpool/carpool spaces provision, and incentive programs such as transit passes.

# Vehicular

The downtown vehicular network is generally well connected; however, the BNSF railroad provides a barrier between Downtown and I-5. Planned improvements such as the new I-5/SR 529 interchange will change travel patterns to and from downtown. In addition, Intelligent Transportation System (ITS) and access management implementation would improve vehicular network efficiency. The City identified the need for ITS in the Comprehensive Plan. ITS improvements such as adaptive signal control (ASC) systems would improve traffic operations at intersections and along corridors in downtown.

Travel demand can be variable and unpredictable, which often outpaces the signal timing plans that are programmed every 3 to 5 years. This can lead to inefficient operation of the signalized intersections resulting in vehicle delays and congestion. ASC seeks to remediate this issue by adjusting signal timing in real-time based on measured vehicle demand. ASC adjusts when green lights start and end to accommodate the current traffic patterns to promote smooth traffic flow and ease congestion. The main benefits of ASC over the conventional time-of-day plans typically include:

- Automatically adapts to unexpected changes in traffic conditions
- Reduces driver complaints and frustration by reducing travel times and increasing arrivals on green
- Improves travel time reliability so commute times are consistent throughout the week
- Reduces congestion and fuel consumption
- Makes traffic signal operation proactive by monitoring and responding to gaps in performance

Access management may also assist in vehicle flow and signal progression along vehicle priority corridors. Access management is achieved by limiting driveway access on major vehicle travel corridors, restricting turns, and limiting traffic signal control to key intersections such that signals are not spaced too close. Corridor access can be managed through landscape medians, curbs, or driveway treatments to restrict turns.

Emerging transportation trends may also change how people and goods travel and transportation systems operate. Transportation-related technology has advanced rapidly over the past decade and will continue to accelerate and create major shifts in transportation within downtown and the region. Technology-related trends that could impact the transportation system include:

- **Autonomous Vehicles (AVs)** – There is a great deal of uncertainty for communities planning for AVs. Over the next 15 years, a portion of the vehicles on the street and highway system could be operating without drivers. It is possible that 30 to 40 years from now all, or nearly all, vehicles will be driverless or will have driverless capabilities in certain situations. The implementation of some of these technologies are likely within the Downtown 20-year planning horizon. Some of the ramification of these technologies that should be considered are an increase in capacity of streets and highways with AVs able to space closer, changes to how freight is transported, and reduction in cost of operating transit.
- **Curb Space Management and Parking Demand Shifts** – As on-demand and shared ride services change how people travel, the need for off-street parking at places of employment could

decrease, but the demand for curbside areas set aside for loading/unloading activities could increase. The City should manage and prioritize how curb space is used within downtown relative to parking, deliveries, and passenger loading. Curb space management may include having designated areas near businesses for deliveries and passenger loading and time limits for parking. Management may also need to prioritize different modes relative to bicycling, transit, and vehicular; the travel context designations described earlier will help to prioritize the modes.

- **Connected Vehicles** – This technology has the potential to optimize traffic flow as computer systems communicate with vehicles to moderate flow. Cities might look ahead to providing infrastructure as efficient reference points such as light poles to allow for vehicle-to-infrastructure communication.

It remains unclear whether these new technologies (or others) will be implemented by agencies, vehicle manufacturers, and/or related industries. The shifts may be relatively quick (within a decade) or take much longer to develop. Agencies can play a major role in how connected vehicle infrastructure gets implemented, which can lead to better traffic management.

## Recommendations

Recommended strategies to continue to serve vehicular traffic more efficiently and accommodate emerging technologies include:

- TR-8 Continue to evaluate the downtown transportation network as key infrastructure improvements are made, such as the I-5/SR 529 interchange, to understand changes to travel patterns and evaluate capacity and intersection traffic control needs along the downtown streets.
- TR-9 Consider ITS improvements such as adaptive signal control (ASC) systems along major vehicular corridors in Downtown.
- TR-10 Coordinate with Community Transit to integrate transit signal priority (TSP) for the *Swift* line; consider the City's ACS system on State Ave where appropriate.
- TR-11 Manage access along major downtown corridors by restricting turns and limiting traffic signal control to key intersections and consider treatments such as landscape medians, c-curb, or driveway treatments to restrict turns.
- TR-12 Evaluate potential decrease in off-street parking needs with increase in on-demand services and AV, how this parking could be repurposed, and/or how curb space is managed with future development planning.
- TR-13 Consider roundabouts where effective for keeping traffic moving and enhancing safety.

# Street Design

## 8<sup>th</sup> St

### Objective

The 8th St corridor, offering a low-stress environment, would connect:

- Beach Ave bicycle lanes
- 47<sup>th</sup> Ave NE (Liberty St) bicycle lanes
- Alder/Quinn Ave bicycle lanes and neighborhood greenway treatment
- Ash Way Park and Ride for access to express buses

### Existing Conditions

The 8th St corridor is an east-west oriented roadway extending from Ash Ave on the west to 47<sup>th</sup> Ave (Liberty St) on the east. The land use along the street is primarily residential with some commercial properties located between Delta Ave and just east of State Ave. The existing right-of-way is 75 feet wide.

The roadway is generally curbed east of Delta Ave. West of Delta Ave the roadway is uncurbed. Parking on this side of Delta Ave is not controlled and varies between angled and parallel.

8th St serves as one of the few streets that cross the BNSF railroad and, because of that, it serves as an important route for all transportation modes.

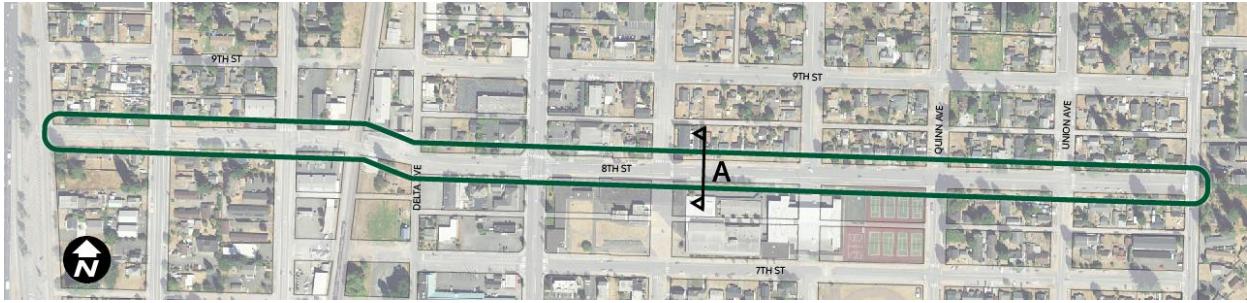


**Figure 29.** 8<sup>th</sup> St west of BNSF mainline tracks



**Figure 30.** 8<sup>th</sup> St crossing of BNSF mainline tracks

Constraints on the right-of-way occur at Delta Ave and east of State Ave at the Totem Middle School. Bus loading occurs at Totem Middle School on 8<sup>th</sup> Ave.

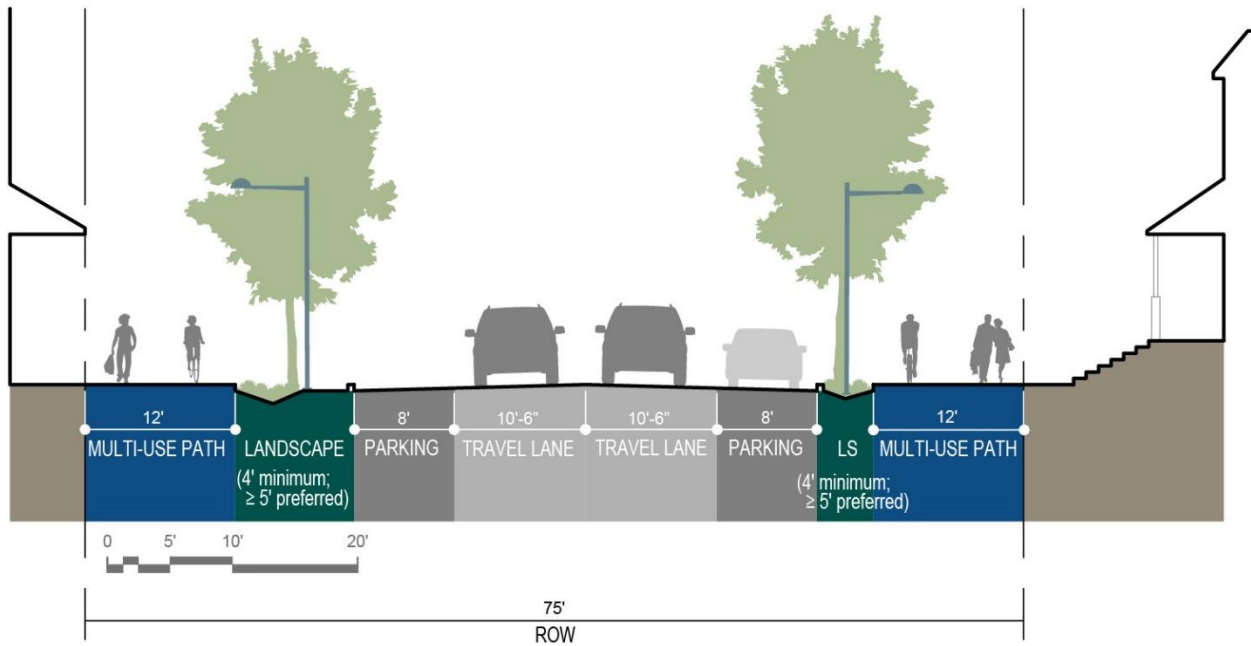
**Map 6.** 8<sup>th</sup> St corridor map

## Approach

The competing demands on this corridor include the desire for a bicycle priority route, middle school students on foot, parking, school buses, as well as general movement of vehicles and goods. To accommodate this, the street concept includes multi-use paths, landscaping, and parallel parking on each side, where feasible.

Multi-use paths will provide a low-stress connection between the bike lanes on Beach and 47<sup>th</sup> Avenues and the bike lanes on Alder Ave. This will require a full reconstruction between at least Delta Ave and Beach Ave. Care should be taken near the BNSF right-of-way to minimize impacts to the railroad and coordinate on any proposals. Bicycle and pedestrian movement following a train passing should be prioritized and space for non-motorized queuing provided.

At Totem Middle School, an interim option could be considered to avoid potential bus parking and loading conflicts with bicyclists. Bicyclists could be directed to use the north side multi-use path for this stretch.



*Figure 31. Proposed cross-section – 8<sup>th</sup> St from Ash Ave to 47<sup>th</sup> Ave (looking west)*

## Recommendations

TR-14 8<sup>th</sup> St bicycle facilities – Design and construct 8<sup>th</sup> St to accommodate multi-use paths, landscaping, and parallel street parking on both sides; bicycle priority features at the BNSF railroad corridor; and, where feasible, natural drainage features.

# Alder/Quinn Ave

## Objective

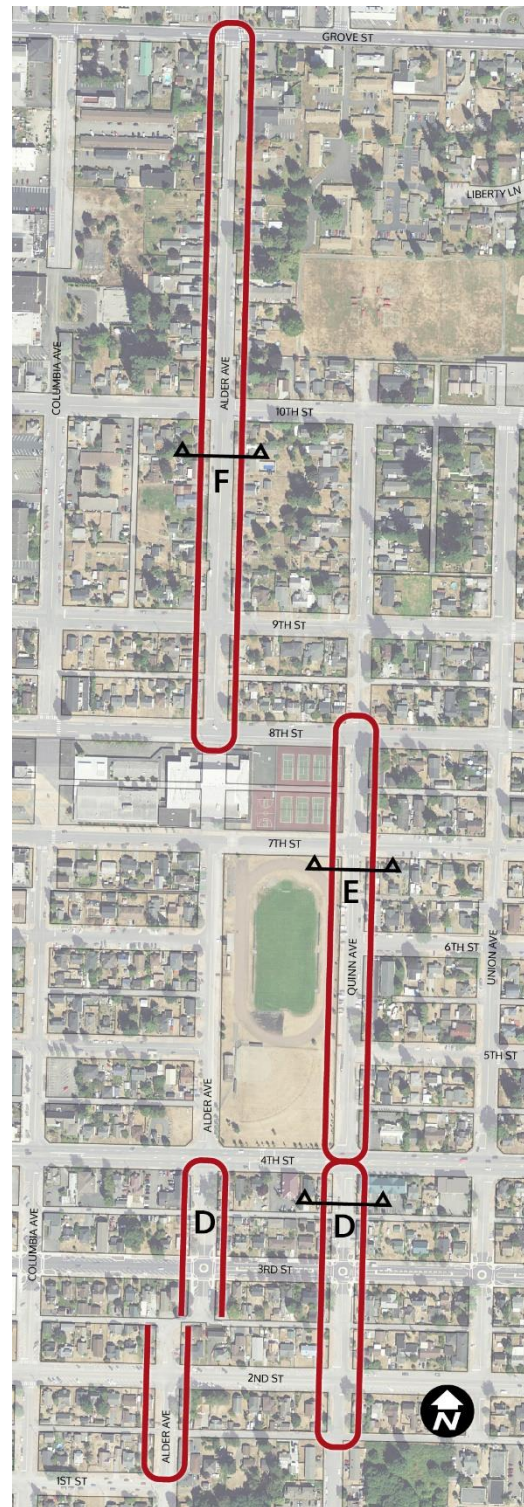
The Alder Ave/Quinn Ave segment is intended to create a low-stress, north-south bicycle and pedestrian connection between the 1<sup>st</sup> St Bypass and Grove St, connecting schools, proposed BRT stations on Grove St and 4<sup>th</sup> St, and the bike facility network north of Grove St. The Alder/Quinn corridor will be the preferred bike corridor paralleling State Ave to the east. This facility complements Beach Ave which serves north-south bike traffic west of State Ave.

## Existing Conditions

The Alder Ave/Quinn Ave corridor is oriented north-south and consists of curbed and uncurbed residential roadways with one general purpose lane in each direction. Bikes are intended to share the travel lane. Sidewalks are provided on some segments and missing in others. On street parking is allowed in most areas with restrictions near intersections. The existing right-of-way width ranges from 48 to 75 feet.

Most of the roadways are low-volume, low speed facilities which lend themselves to lower stress facilities than parallel arterials.

The intersection of Quinn/Alder Ave with 4<sup>th</sup> St is a challenge. A high-intensity activated crosswalk (HAWK) beacon signal is located midblock between Quinn Ave and Alder Ave. Though it works well for pedestrians, its location presents challenges for cyclists because of limited sidewalk width to accommodate cyclists along 4<sup>th</sup> St. Though sidewalks may be widened over time with redevelopment, recent commercial development on the south side of 4<sup>th</sup> St west of Quinn Ave would likely prevent any near-term opportunities for wider sidewalks. Thus, route options are included south of 4<sup>th</sup> St for cyclists to use Alder Ave or Quinn Ave, depending on their destination and desire to backtrack on the 4<sup>th</sup> St to reach the HAWK signal. The 2<sup>nd</sup> St alley also presents some challenges with a narrow right-of-way, but is currently navigable by people walking, biking, and rolling.



**Map 7.** Alder/Quinn Ave bike route



Alder Ave north of 8th St is much wider. This allows vehicles to travel at higher speeds, and is not as attractive to people bicycling as the portions of Alder and Quinn Ave south of 8th St.



**Figure 32.** *Quinn Ave north of 4th St*

**Figure 33.** *Alder Ave north of 8<sup>th</sup> St*



**Figure 34.** *Quinn Ave at 2nd*

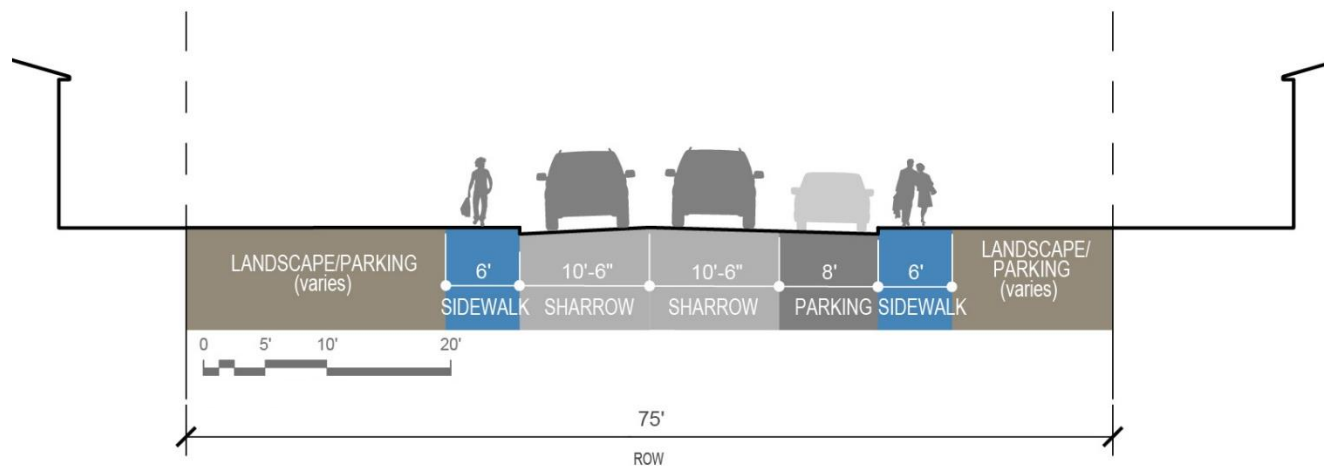


**Figure 35.** *4th St HAWK beacon*

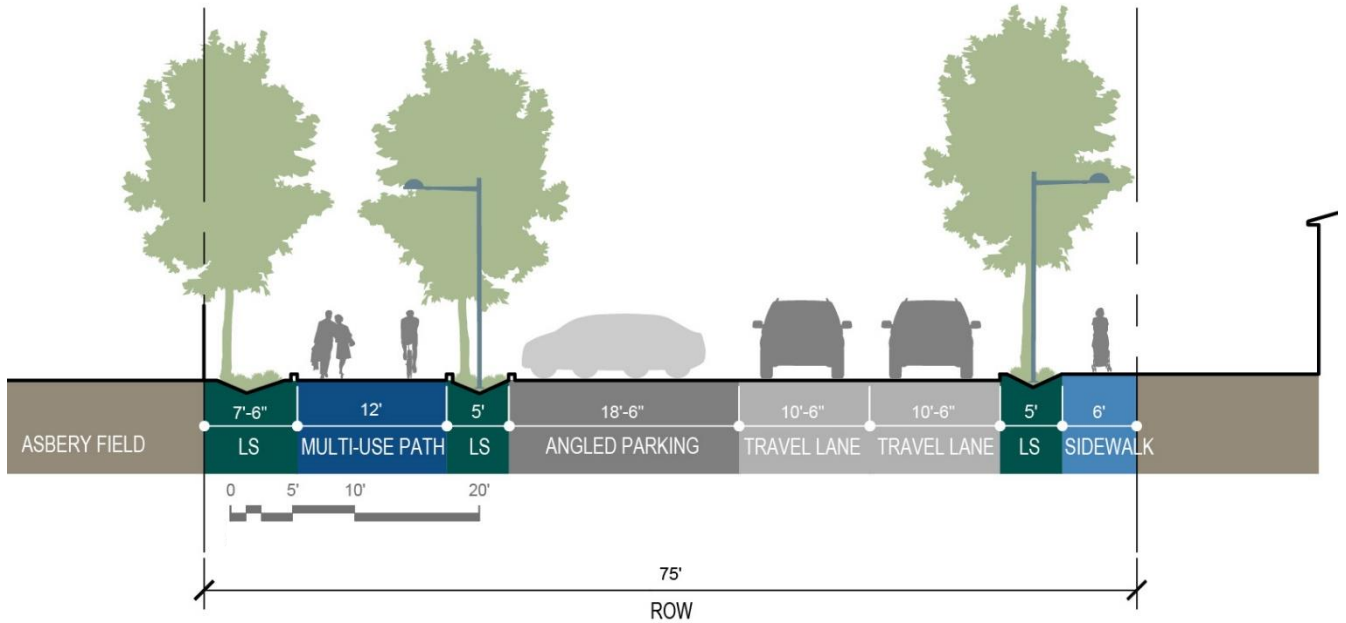
## Approach

To create an attractive corridor for non-motorized users, the corridor would be modified as follows:

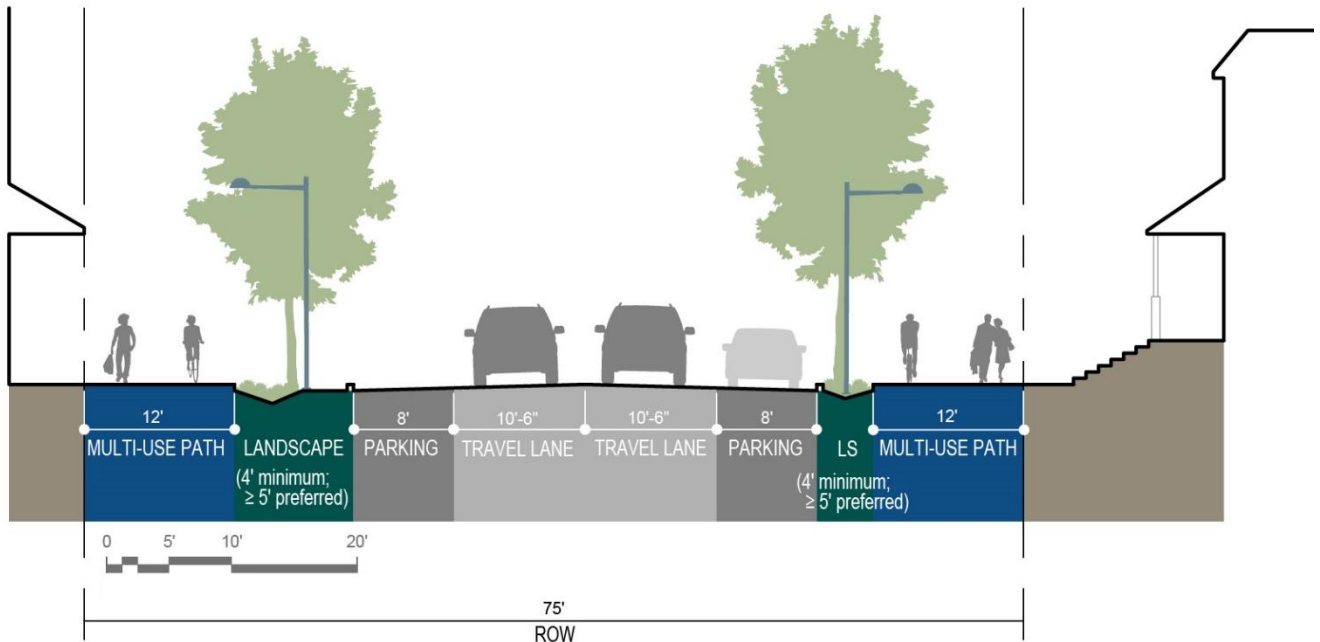
- On 2nd St, the City is finalizing the roadway design to match similar improvements on 3rd St and on Quinn Ave. The addition of designated parking and sidewalks will narrow the roadway resulting in lower speeds.
- Between 4<sup>th</sup> St and 8<sup>th</sup> St, install a multi-use path on the west side, surrounded by landscape strips; angled parking on the west side for Asbery Field visitors; and a landscape-buffered sidewalk on the east side.
- For Alder/Quinn Ave route south of 8th St, add traffic circles or other traffic calming devices like chicanes or speed tables and consider sharrow to signify bicycle priority.
- For Alder Ave north of 8th St, rechannelize the roadway to include a multi-use path, landscape strip, and street parking on both sides.
- For all segments, include natural drainage where possible.
- In the future with any redevelopment of Totem Middle School, a continuous Alder Ave route could be considered, instead of the jog to Quinn Ave.



**Figure 36.** Proposed cross-section D– Quinn Ave from 1<sup>st</sup> St Bypass to 4<sup>th</sup> St (looking north)



**Figure 37.** Proposed cross-section E – Quinn Ave from 4<sup>th</sup> St to 8<sup>th</sup> St (looking north)



**Figure 38.** Proposed cross-section F – Alder Ave from 8<sup>th</sup> St to Grove St (looking north)

Key to the corridor's success as a bicycle and pedestrian travel way will be the treatment of crossings at both 4th St and 8th St. HAWK beacons are optimized for pedestrian use. However, treatments are being developed that may allow someone riding a bike to take advantage of the gaps in traffic created by the HAWK. These treatments are used in Bellingham and Tucson, AZ. In the long-term and in coordination

with WSDOT, relocation could be considered to accommodate a more seamless 4<sup>th</sup> St crossing for cyclists.



*Figure 39. L-R: a rectangular rapid flashing beacon (RRFB); a high-intensity activated crosswalk (HAWK) beacon with bicycle accommodations.*

The crossings of Quinn and Alder Aves at 8th St are more typical of lower volume and speed roadways. Due to the cross-section, a rectangular rapid flashing beacon (RRFB) should be acceptable to enhance the crossing. See the discussion on 8th St for the cross-section.

## Phasing

The Alder/Quinn Ave corridor requires 2<sup>nd</sup> St roadway reconstruction to be in place and a plan for the 2<sup>nd</sup> St alley area prior to formalizing. The 4<sup>th</sup> St crossing challenges should also be considered further, especially when considering potential long-term redevelopment of the Totem Middle School, which would allow Alder Ave to continue the full length of downtown.

## Recommendation

TR-15 Alder/Quinn Ave bicycle facilities – Design and construct street and intersection improvements for the Alder Ave/Quinn Ave corridor per Figures Figure 36, Figure 37, and Figure 38 to accommodate a bicycle boulevard south of 4<sup>th</sup> St, a westside multi-use path between 4<sup>th</sup> St and 8<sup>th</sup> St, and buffered multi-use paths north of 8<sup>th</sup> St; crossings useful to people walking, biking, or rolling; and parking where feasible.

# Armar Rd

## Objective

This project would install sidewalks on both sides of Armar Rd/ 51st Ave NE from 47<sup>th</sup> Ave NE (Liberty St) to Grove St and connect schools and parks along the corridor. This will also connect people to the new BRT station at Grove St.



Map 8. Alder/Quinn Ave bike route

## Existing Conditions

Armar Rd / 51st Ave NE is a north-south curbed arterial road with one general purpose lane in each direction. Bike lanes and on-street parking are provided in both directions. There are discontinuous sidewalks as a result of improvements installed by developments rather than a coordinated public project. The existing right-of-way width ranges from 38 to 58 feet.



Figure 40. L-R: existing cross section; school crossing at 67<sup>th</sup> St NE

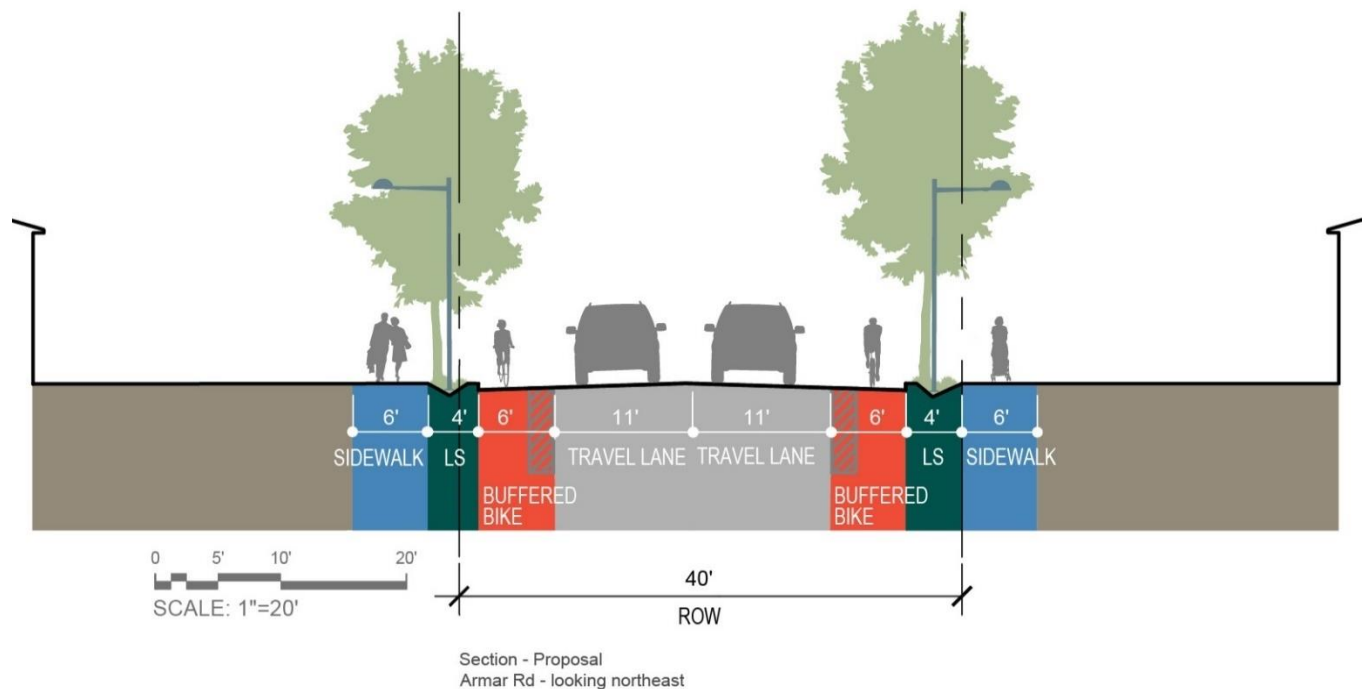
Land use along the corridor is primarily residential with both single- and multi-family residences. Marysville Middle School and Liberty Elementary School are located close to Armar Rd, and many students walk along Armar Rd to access these facilities.

## Approach

The addition of sidewalks would complete the roadway while generally leaving existing curbs in place. The existing cross-section provides for multimodal transportation including both general purpose and bike traffic. Adding a painted buffer to the bike lane and replacing the underutilized parking/walking strips with landscape better protects pedestrians and cyclists and improves the streetscape character.

Major concerns on this project include:

- **Drainage.** The existing curb and drainage system will minimize potential project costs; however, the addition of impervious surface may result in water detention requirements.
- **Right-of-Way.** The right-of-way on the corridor is inconsistent and varies by parcel. The typical right-of-way ends at the curb line.
- **Property Owner Coordination.** Sidewalks along the corridor will require removal and replacements of landscaping and other physical improvements such as retaining walls.



*Figure 41. Proposed cross-section G – Armar Rd looking north*

## Phasing

A complete project would extend sidewalks on both sides from 47<sup>th</sup> Ave (Liberty St) to Grove St. Improvements will likely be installed over time with redevelopment. If completed as a City project, interim steps could include installing a sidewalk on one side first or initially limiting the length of the project. The corridor may be broken into two segments defined as Grove St to 67<sup>th</sup> St NE and 67<sup>th</sup> St NE to 47<sup>th</sup> Ave NE (Liberty St).

## Recommendation

TR-16 Armar Rd complete street – Design and construct Armar Rd with continuous sidewalks, landscape strips, buffered bike facilities, and natural drainage where feasible.

## Street Typology Kit of Parts

The 2009 DMP included a Standard Street Typology – Flexible Kit of Parts. It guides street design as parcels redevelop. While the City sets parameters for streetscape design, individual parcel owners construct and maintain the streetscape in front of their parcel, including natural drainage features in the right-of-way that are treating their runoff. This kit of parts is included as Appendix D.

The 2009 DMP proposed typologies for most downtown core streets as shown in Map 9. In addition, it made specific street improvement recommendations in its appendix, which are also included in this plan's Appendix D. Except for the streets with updated recommendations in this plan – 8<sup>th</sup> St, Alder Ave/Quinn Ave, and Armar Rd, these street types should extend north and east to this plan's study area boundary. Likewise, the east-west residential street typologies are applicable to residential streets north of the 2009 DMP boundary.

## Recommendation

TR-17 Continue implementing the 2009 DMP's street type Flexible Kit of Parts and extend the street types north and east to the study area boundary (except for where street recommendations were updated in this plan – 8<sup>th</sup> St, Alder Ave/Quinn Ave, and Armar Rd).

Map 9. 2009 DMP street type map



- |  |  |
|--|--|
| <span style="color: blue;">■</span> Standard Street - Beach Ave. and Others    | <span style="color: orange;">■</span> Boulevard - 1st St. East of SR 529                                 |
| <span style="color: green;">■</span> Woonerf - Delta Ave.                      | <span style="color: darkblue;">■</span> Stormwater Planters, Sharrows + Habitat - 1st St. West of SR 529 |
| <span style="color: yellow;">■</span> Linear Park - Columbia South of 1st. St. | <span style="color: red;">■</span> Stormwater Planters - Historic 3rd St.                                |



# 5. Parks and Public Services

## Parks and Trails

This section discusses public space projects, including updates since the 2009 plan, in relationship to the overall vision for downtown.

### Projects Completed or Underway

#### Waterfront Trail

The Ebey Waterfront Trail, one of the 2009 Master Plan proposals, has been partially completed as of Spring 2021. The trail, once completed, will connect Ebey Waterfront Park to the mouth of Qwuloolt Estuary (restored in 2015) and around the estuary and creek system to the Sunnyside neighborhood. The trail provides a valuable natural amenity and non-motorized transportation link for downtown and nearby neighborhoods.



*Figure 42. Newly constructed waterfront trail along Ebey Slough*

## Civic Center, Delta Ave, and Comeford Park

As of 2021, Marysville’s new Civic Center is under construction. The campus will occupy a six-acre site on Delta Ave between 5<sup>th</sup> and 8<sup>th</sup> streets. The facility will house Police, Jail, Municipal Court, City Council chambers, City Hall, Community Development, and Public Works Engineering offices, offering an attractive and accessible indoor public space.



*Figure 43. Marysville Civic Center rendering, as viewed from Comeford Park*

The project includes an expansion of Comeford Park across Delta Ave and around the new building. In many ways, Comeford Park is Marysville’s town square and village green. With the playground, lawn space, mature trees, and iconic water tower, the park offers a variety of recreational activities and civic functions. A new spray park was built in 2014, providing a healthy, fun recreational amenity and drawing many families during the summer months. Comeford Park will be upgraded in the future following the Civic Campus construction. Plans for the upgrades are being developed.

Delta Ave is being rebuilt as a “woonerf” with the construction of the Civic Center – a street designed primarily for pedestrians which cars and cyclists may pass through – providing additional outdoor public space and an excellent connection between the Civic Center and Comeford Park. See Comeford Park Mixed Use Site for more about how Delta will interact with adjacent areas.



Schematic Plan  
Comeford Park



*Figure 44. Delta Ave woonerf and Comeford Park expansion (J.A. Brennan)*

## Ebey Waterfront Park

The City is seeking funding to expand and improve Ebey Waterfront Park to develop a regional destination that will connect people to the Qwuloolt Estuary, Ebey Slough, and the Ebey Waterfront Trail system. The expansion will provide a plaza along 1<sup>st</sup> St, a pedestrian path around the park, and a stage for public events; restore the environmental quality of the tidal estuary; and improve stormwater treatment for much of downtown. Construction will remove the existing marina configuration, clean-up water areas, and expand the Ebey Waterfront Trail with landscaping and ancillary open space. The restored basin will provide additional habitat and remove human-made impacts to this section of the shoreline while offering an attractive public amenity.



Figure 45. Ebey Waterfront Park expansion site plan

# Asbery Field

Owned by the Marysville School District, Asbery Field is centrally located in downtown’s residential neighborhood. The playfield has a track, baseball field, and open spaces that are publicly accessible when not in use for school sporting events. In the near term, the City and School district should work together to develop joint use and maintenance programs for this valuable amenity that is within close walking distance of many residents.

As the area around the park redevelops with additional homes, and especially if the Totem Middle School property redevelops, understanding community needs and interests and re-envisioning the park design and functions will be important. This parkland does not appear in the 2020 Parks Comprehensive Plan inventory due to its ownership by the Marysville School District. At approximately 7.3 acres, it could fulfill some parks level-of-service needs to accommodate population growth. Any redevelopment of the Totem Middle School site should consider design characteristics that would enliven the north side of the park with residences or active ground floors that relate to the park. Of particular importance is the transition from private to public space, with clear definitions of private, semi-private, and public space.



**Figure 46.** For homes facing the park, distinctions between public, semi-private, and private spaces create a clear sense of ownership and help residents and passersby feel safer.

## Public Process Results

In online public engagement, Asbery Field attracted significant interest. Participants on the interactive survey map provided input on potential future uses or improvements to the playfield, with a fairly wide range of results. The most popular option was to keep the field's use for school and community sports. Participants also value the open space it provides for walking and jogging. The field's potential as a space for performances or social gatherings attracted significant interest as well. Additionally, some participants expressed the need for better connections between Asbery and amenities on State Ave for people walking and biking.



*Figure 47. Screenshot from interactive survey map*

## Ebey Waterfront Trail

Ebey Slough shoreline was once a mix of old bulkheads, rubble walls, and banks remaining from previous mills and commercial activities. Over the past ten years, the City has built a waterfront trail along the slough, providing walking and cycling access to the shoreline. As the remaining waterfront parcels are redeveloped, this trail should be expanded and improved.

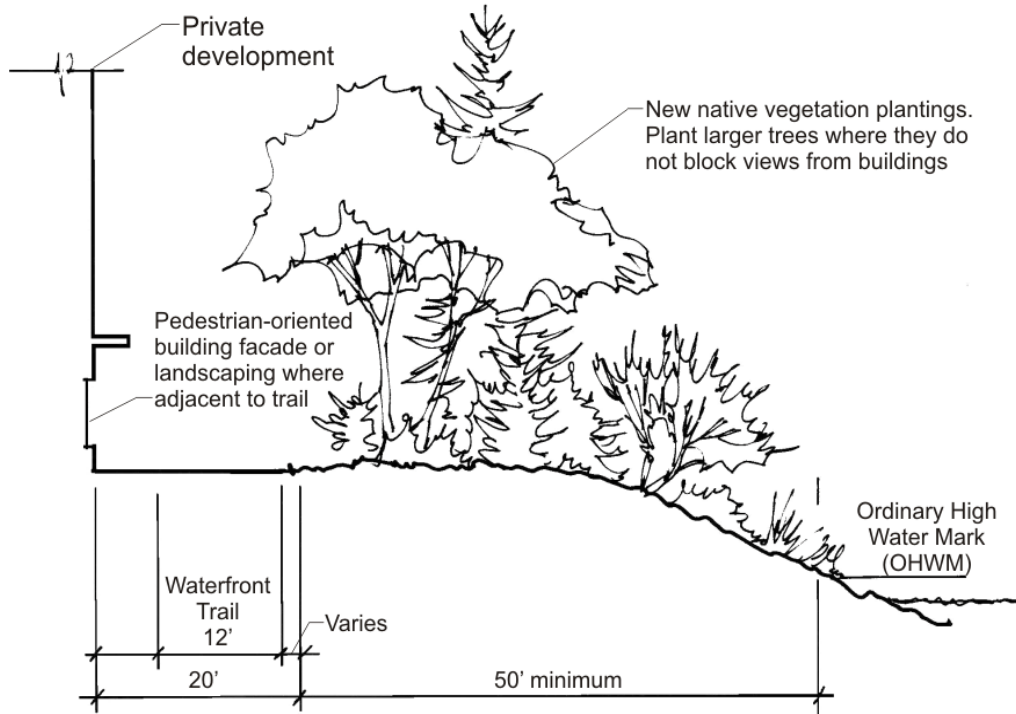
With any new development along the waterfront, Marysville's Shoreline Master Program (SMP) requires that the trail be expanded and the natural qualities of the shoreline restored. This trail will ultimately connect eastward to the Centennial Trail via surface street bike routes and the Bayview Trail and provide an important downtown amenity.



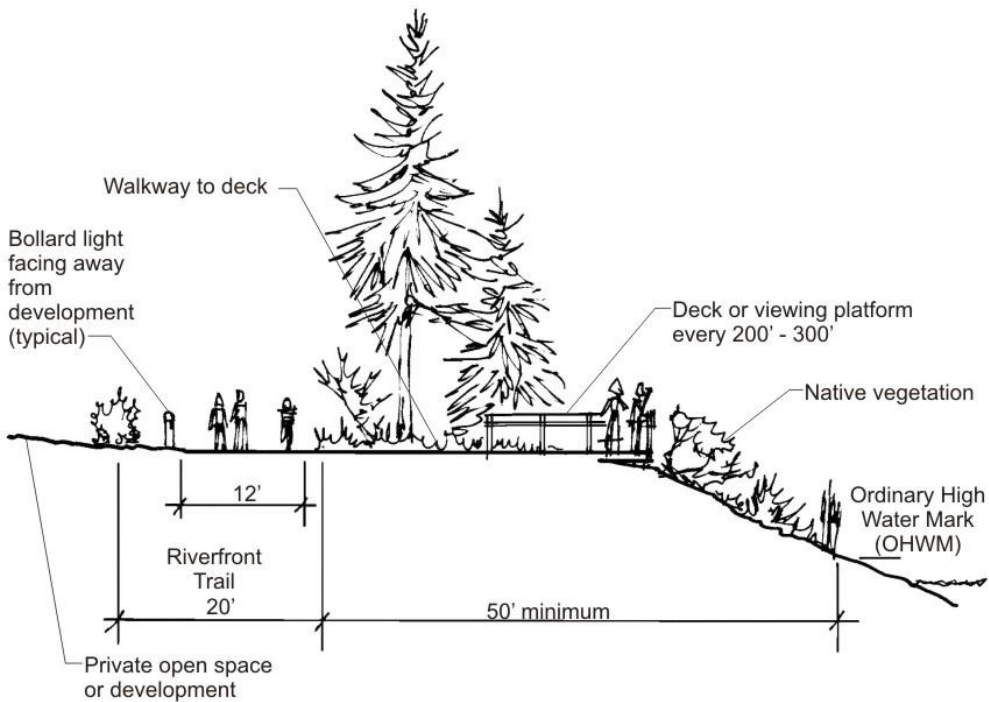
**Figure 48.** *Conceptual sketch of redevelopment on waterfront with Ebey Slough Trail.*

The 2009 DMP applied the following standards:

- Unless it includes water-dependent uses, new development must be set back from the shoreline at least 70 feet to accommodate a 50-foot native vegetation strip and a 20-foot trail corridor (public access easement). The City may reduce the required setback to 40 feet for mixed-use development as part of master planned marinas or water-dependent recreation facilities; provided that, public access to the shoreline is provided in some other way and vegetation enhancement is provided in the 40 foot setback.
- The trail and vegetation corridor must include: 1) a path constructed of asphalt or concrete, at least 12 feet wide plus 2 feet shy distance on each side with low vegetation, 2) a strip of native vegetation, including trees, shrubs, and groundcover, at least 50 feet wide, and 3) a shoreline outlook, rest stop, or other amenity for every parcel with over 500 linear feet of shoreline (both mill sites).



**Figure 49.** Section through the trail where a new building abuts the property line

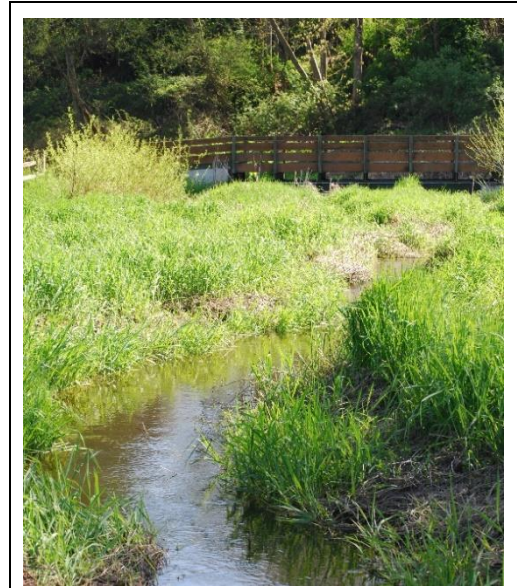


**Figure 50.** Section through the trail at an overlook or deck



## Jennings Park

Just to the east of the Downtown Master Plan area, Jennings Memorial Park and Jennings Nature Park together form the centerpiece of Marysville’s parks system. The parks feature green rolling hillsides and places to walk, picnic, or play ball and three playgrounds amid approximately 53 acres of open space, forest, and wetlands. These valuable open space resources should be accessible to as many residents as possible, including residents of downtown. The easiest access to the park from downtown is from 51<sup>st</sup> Ave NE. This road, which connects to Armar Rd, currently lacks sidewalks along the majority of the road. See Armar Rd in the Street Design section for recommendations for improving access.



*Figure 51. Allan Creek runs through Jennings Park*

## Marysville Skate Park

The Marysville Skate Park provides a popular and healthy active recreation amenity for youth in the northern part of downtown. The park is located on Columbia Ave, a street without sidewalks. The park is set well back from the street behind a planted area and small parking lot, limiting the park’s visibility. The City should undertake an effort to improve safety on nearby streets, especially Columbia Ave, and to improve access to the park for people walking, riding, or skating. In the long-term the City should consider a redesign or, potentially a relocation, of the park for improved visibility and more defensible space.



*Figure 52. Marysville Skate Park*

This plan proposes a through block connection between State Ave and Alder Ave that would pass along the north edge of the skate park to improve east-west connectivity in the area. If major improvements to the skate park are undertaken, this would provide an opportunity to jump start completion of the through block connection.

## Cedar Field

Cedar Field is the only park space west of the BNSF tracks in the downtown area. The City should undertake efforts to ensure neighborhood residents have safe access to this park by walking or riding. Beach Ave and Cedar Ave, designated bike/ped priority and shared priority respectively and already provide safe conditions for people walking and rolling; these assets should be maintained and improved with east-west connections. Recently the City upgraded the athletic lighting and installed synthetic turf to enhance use of the athletic field and allow the field to be used for evening games.



*Figure 53. Cedar Field*

## Recommendations

- PS-1 Develop a community vision for Asbery Field.
- PS-2 Create safe connections for walking, rolling and cycling between Jennings Memorial Park and downtown via 8th St, 67th St, and Armar Rd.
- PS-3 Continue implementing plans to expand Ebey Waterfront Trail to the east and west as opportunities arise and/or with redevelopment.
- PS-4 Continue the planning effort to update the vision for Comeford Park and its role in downtown.
- PS-5 Work with the Marysville School District to develop a joint use and maintenance program for Asbery Field.
- PS-6 Ensure that any redevelopment of the Totem Middle School site creates a strong building-to-park relationship with ground-related units or active ground floors; clear private, semi-private, and public boundaries; and visual and physical walking/rolling connections to the park.
- PS-7 Improve walking, rolling, and cycling access to Marysville Skatepark, including sidewalks from 10th St to the park on Columbia Ave.
- PS-8 In the long-term, consider an effort to redesign or relocate Marysville Skate Park for better visibility.
- PS-9 Explore options for improving access to Marysville Skate Park from Alder Ave on existing east-west easement.
- PS-10 Explore community priorities for parks and gathering spaces in any incentive/amenity bonus system with private redevelopment.

# Civic, Social Cultural

## The New Marysville Story

Staff and residents of Marysville are building a new story about their city that reflects the most cherished aspects of their community and welcomes newcomers to share in these qualities. One element of this reinvention is the City’s new logo, presented in Figure 54. Staff worked with a local design firm to create a new logo that “honors our past and looks to the future.” It includes attributes that were repeatedly raised in discussions with focus groups: Friendly, small community; waterfront access; and proximity to outdoor recreation (mountains, rivers and Puget Sound).



*Figure 54. City of Marysville logo, adopted June, 2020*

Further development of this story will help the City attract new residents, real estate development and jobs. The City should continue to work with professional marketing firms and community organizations to flesh out a vision and marketing strategy for the community. This strategy should emphasize the role that Marysville’s downtown plays as a foundation for much of the City’s valued assets and identity.

## Defensible Space

In urban environments, design is an important tool for creating safe, attractive environments. Defensible space strategies help public space users feel in control of their surroundings. When people feel comfortable and in control in a particular environment, they’re more likely to choose to spend time or move through that environment – the more people go there, the more “eyes on the street” are available, and the safer the space becomes in a virtuous cycle.

Defensible spaces are intuitive to users, with public, semi-private, and private spaces clearly defined (see Figure 46 on page 78). The spaces that are defined as public are those that individual users typically won’t feel responsible for maintaining. In these places, it is important that public entities, such as the City, a business district, or civic group take on the responsibility for maintaining the space so that people continue to feel safe there.

The City should work with Marysville downtown businesses to explore creation of a business improvement district to pick up trash, care for plants, or other streetscape maintenance activities.

# Recommendations

- PS-11 Continue efforts to craft a New Marysville Story and marketing strategy.
- PS-12 Incorporate defensible space principles into design of new parks and development facing parks and trails.
- PS-13 Explore creation of a Business Improvement District to care for public spaces downtown.

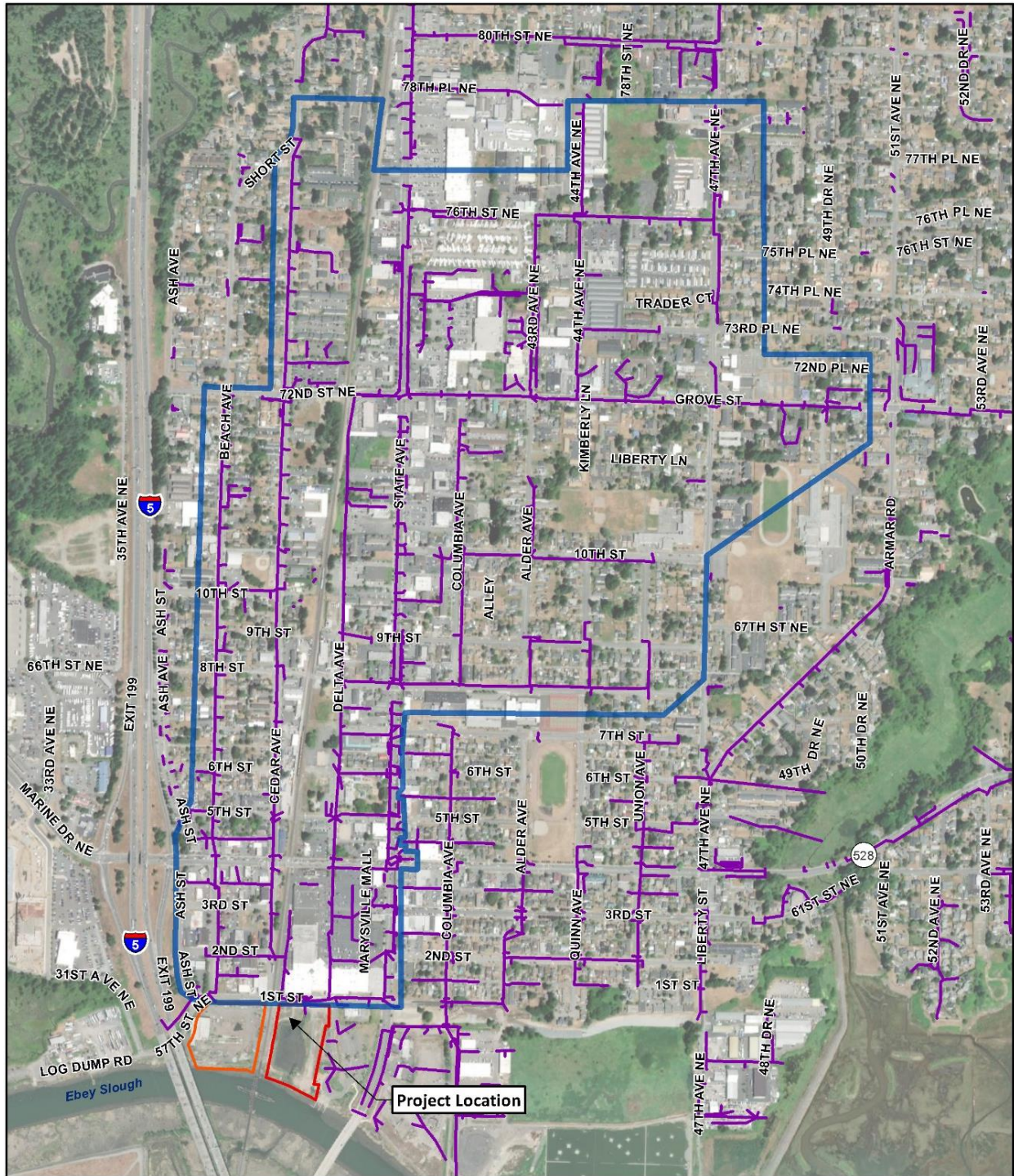
# 6. Water & Utilities

This section recommends stormwater and other utility improvements.

## Surface Water

Continued investment in utility infrastructure maintenance and resiliency is necessary to ensure compliance with National Pollution Discharge Eliminate System (NPDES) requirements, and the City Surface Water Comprehensive Plan. This will be through the biennial updates to capital improvement plans and the utility rate structure. The Surface Water Comprehensive Plan provides specific project information for work in the planning area that relates to surface water features. Current plans that relate to the planning area focus on system maintenance, a new regional water quality treatment facility to address over 60% of the planning area (see Map 10), and continued LID improvements and LID planning studies.

Map 10. Regional stormwater facility basin and conveyance network



Source: ESRI, City of Marysville, Parametrix

**Parametrix**

- Geddes Site
- Welco Site
- Basin Boundary
- Storm Water Main



**Figure 3**  
Conveyance Network

City of Marysville, WA

Stormwater objectives for downtown Marysville include:

- Continue to achieve NPDES and Department of Health regulations for sewer and water systems.
- Sustain Franchise Agreements with private utility partners and regularly assess commitments and fee structures.
- Require water efficiency practices in new buildings and provide education and incentives to improve household and business water use efficiency. This would enhance sustainability practices and reduce water consumption and discharges to storm and sanitary systems.

## Recommendations

- UT-1 Complete the implementation of end of pipe treatment and LID analyses to reduce runoff and improve runoff quality.
- UT-2 Evaluate alternatives and provide builders with preferred stormwater management options for site development in the planning area. The application of preferred management alternatives may result in updates to the Surface Water code, Surface Water Management Plans, and City engineering design standards.
- UT-3 Continue public information through the NPDES Phase II permit program to improve awareness of and response to illicit discharges in the planning area.
- UT-4 Emphasize the review of water quality monitoring from the Allen Creek basin to document the improvement or degradation of water quality as the result of development and operations that discharge without end of pipe treatment. This will allow for the early detection of impacts or improvements resulting from the action alternative.

## Utilities

The City should maintain and sustain the resiliency of the utility systems in the Downtown Planning area. Pro-active administrative measures such as planning for increases in maintenance and operations funding to sustain system resiliency should continue. Annual discussions with private utility providers specifically focused on City growth and new private utility investments to service planned growth and building styles are recommended.

**Utility Master Planning.** To help developers understand utility improvement requirements, and to help the City in better prioritizing their capital plans to accommodate a denser and more transit-oriented downtown, the City could benefit from a Master Utility Plan for commercial and high-density mixed uses planned for the downtown. A master utility plan for the planning area would identify specific utility improvements to meet growth and density goals and provide certainty for the City and development partners about the cost and assignment of utility improvements for new developments.

**Utility Efficiency.** To enhance sustainability, consider building codes and development policies that enhance efficiencies for each utility. These may range from reduction of infiltration and inflow (I/I) for storm and sanitary systems, water leakage, energy efficiency, and energy capture from concepts like head storage or Pressure Release Valve (PRV) energy capture. Explore the opportunity to implement heat-loop

concepts by taking advantage of shallow groundwater and the steady thermal sink provided by Ebey Slough.

## Recommendations

- UT-5 Apply pro-active administrative measures to plan for increases in maintenance and operations funding to sustain system resilience.
- UT-6 Facilitate annual discussions with private utility providers specifically focused on City growth and new private utility investments to service planned growth and building types.
- UT-7 Explore the applicability of low-flow plumbing and water conservation standards for new development in the downtown.
- UT-8 Develop a pilot study of ground loop energy systems to reduce heating and cooling demand in new developments between Ebey Slough and 4<sup>th</sup> St.
- UT-9 Acquire the water right to the Class B water system and provide City water to that user.
- UT-10 Develop Utility Master Plan for commercial and high-density mixed uses planned for the downtown area. The plan would identify specific utility improvements that would be tied to development of key lots within the downtown planning area.
- UT-11 Continue to monitor infiltration and inflow (I/I) for storm and sanitary systems and water leakage.
- UT-12 Assess energy efficiency improvements and energy capture concepts like head storage or PRV energy capture as part of future utility comprehensive plans.



# 7. Implementation

This section will summarize recommended actions, responsible parties, timing/priority, costs/resources needed, and relationships between actions.

## Implementation Chart Key

### Timing

- Short (S) – 1-5 years
- Medium (M) – 5-10 years
- Long (L) – 10-20 years
- Ongoing (S-L) – a continuous action over time
- Opportunistic (O) – as funding or opportunity arises

### Priorities

- High (H)
- Medium (M)
- Low (L)

### Responsible Parties

- City Council (CC)
- Community Development Department (CDD)
- Community Transit (CT)
- Marysville School District
- Parks, Culture, & Recreation (PCR)
- Public Works (PW)
- Sound Transit (ST)
- Utility providers (Utilities)

### Cost Estimate

- \$ Less than \$500,000
- \$\$ \$500,000 - \$5,000,000
- \$\$\$ Greater than \$5,000,000

### Potential Resources/Funding

- Public – staff resources, public funds
- Private – required with redevelopment, private partner involvement

# Land Use and Urban Design Implementation

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>LU-1</b> Apply form-based code to new zones.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-2</b> Apply design guidelines to 3 <sup>rd</sup> St Character Area.	S	M	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-3</b> Designate Active Ground Floor and Pedestrian-friendly Streets.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-4</b> Apply block front design standards.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-5</b> Apply through-block connection standards.	S	H	<b>CDD, CC, PW</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-6</b> Adopt proposed zoning changes to allow a wider range of housing types.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-7 and LU-13</b> Expand the Multifamily Housing Property Tax Exemption (MFTE) area.	S	H	<b>CDD, CC</b>	\$	Public	
<b>LU-8</b> Explore residential density or height incentive programs.	S	H	<b>CDD</b>	\$	Public	Coincides with <b>LU-1</b>

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>LU-9</b> Continue using the Affordable and Supportive Housing Sales Tax Credit Fund.	S-L		<b>CDD</b>	\$	Public	
<b>LU-10</b> Continue promoting development sites and seeking partners (e.g., Port, Tulalip Tribes).	S-L	H	<b>CDD</b>	\$	Public	
<b>LU-11</b> Actively facilitate catalyst projects.	S-M	H	<b>CDD</b>	\$	Public-private partnership	
<b>LU-12</b> Update ground floor commercial requirement to focus on key streets.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>LU-14</b> Reduce the MFTE unit threshold.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-7</b> and <b>LU-13</b>
<b>LU-15</b> Strategically reduce minimum parking requirements.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>LU-16</b> Market the benefits of the Planned Action SEIS.	S-L	M	<b>CDD</b>	\$	Public	Supports <b>LU-11</b>
<b>LU-17</b> Consider reducing required driveway widths for middle housing types.	S	M	<b>CDD, Fire, PW</b>	\$	Public	
<b>LU-18</b> Create an Arts Policy and integrate public art into public buildings, parks, and the public realm, per the Waterfront Strategic Plan.	O	M	<b>PCR, PW</b>	\$-\$	Public	

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>LU-19</b> Alter development standards and allowed uses in Old Town (3 <sup>rd</sup> /2 <sup>nd</sup> St) to minimize displacement of existing commercial space.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with LU-1
<b>LU-20</b> Apply building design standards to require a “flex shell” ground floor.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>LU-21</b> Explore partnerships to expand commercial affordability options.	S-L	H	<b>CDD</b>	\$	Public	
<b>LU-22</b> Consider offering incentives for business retention and/or relocation.	S	H	<b>CDD</b>	\$	Public	
<b>LU-23</b> Develop a first right to return program for displaced businesses and residents.	S	H	<b>CDD</b>	\$	Public	
<b>LU-24</b> Consider an inclusionary housing requirement for affordable housing or an in-lieu fee.	S	H	<b>CDD</b>	\$	Public	Ideally coincides with <b>LU-1</b>
<b>LU-25</b> Explore additional programs to minimize and/or mitigate displacement.	S	H	<b>CDD</b>	\$	Public	

# Transportation Implementation

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>TR-1</b> Require new ped/bike connections with redevelopment.	S-L	H	<b>CDD, PW</b>	\$\$	Private	
<b>TR-2</b> 4th St pedestrian improvements	M	M	<b>CDD, PW, WSDOT</b>	\$\$	Public	
<b>TR-3</b> 4th St/Delta Ave intersection pedestrian crossing improvement.	L	H	<b>CDD, PW, WSDOT</b>	\$\$	Public	Important with any redevelopment of Town Center
<b>TR-4</b> 1 <sup>st</sup> St/60th Pl NE bicycle facilities.	M	M	<b>PW, CDD</b>	\$\$	Public, potentially private	Important with any redevelopment of waterfront site
<b>TR-5</b> Ped/bike and shared priority streets design standards.	S	H	<b>PW/CDD</b>	\$-\$\$	Private, potentially public	
<b>TR-6</b> Continue coordinating with Community Transit on BRT stations.	S-L	H	<b>PW, CDD, CT</b>	\$	Public	
<b>TR-7</b> Facilitate Transportation Demand Management (TDM) programs.	S-L	H	<b>CDD, PW, CT, ST</b>	\$\$	Public, potential for private fees	
<b>TR-8</b> Continue to evaluate capacity and intersection traffic control needs along the downtown streets.	S-L	M	<b>PW</b>	\$	Public	
<b>TR-9</b> Consider intelligent transportation system (ITS) improvements.	S-M	H	<b>PW</b>	\$-\$\$	Public	

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>TR-10</b> Coordinate with Community Transit to integrate transit signal priority (TSP).	S-M	H	<b>PW</b>	\$-\$\$	Public	
<b>TR-11</b> Manage access along major downtown corridors.	M-L	M	<b>PW, CDD</b>	\$- \$\$\$	Public	
<b>TR-12</b> Evaluate off-street parking and curb space needs.	S-L	M	<b>PW, CDD</b>	\$	Public	
<b>TR-13</b> Consider roundabouts.	L	L	<b>PW, CDD, WSDOT</b>	\$- \$\$\$	Public	
<b>TR-14</b> 8 <sup>th</sup> St bicycle facilities.	O	M	<b>PW, CDD, BNSF</b>	\$\$	Public and/or private	
<b>TR-15</b> Alder/Quinn Ave bicycle facilities.	O	H	<b>PW, CDD</b>	\$\$	Public and/or private	
<b>TR-16</b> Armar Rd complete street.	O	M	<b>PW, CDD</b>	\$\$	Public and/or private	
<b>TR-17</b> Continue implementing the 2009 DMP's street type Flexible Kit of Parts.	O	H	<b>CDD, PW</b>	\$- \$\$\$	Private	

# Parks and Public Services Implementation Plan

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>PS-1</b> Develop a community vision for Asbery Field.	M	M	<b>PCR, CDD, PW, MSD</b>	\$	Public	
<b>PS-2</b> Improve non-motorized connections to Jennings Memorial Park.	O	L	<b>CDD, PW, PCR</b>	\$\$	Public and/or private	
<b>PS-3</b> Expand Ebey Waterfront Trail.	O	H	<b>CDD, PCR, PW</b>	\$-\$\$	Private and/or public	
<b>PS-4</b> Continue Comeford Park planning.	S	H	<b>PCR, CDD</b>	\$	Public	
<b>PS-5</b> Work with MSD to develop a joint program for Asbery Field.	S	M	<b>PCR, MSD, CDD</b>	\$	Public	Only important prior to any redevelopment of Totem Middle School
<b>PS-6</b> Ensure that any redevelopment of the Totem Middle School site relates to Asbery Field.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>PS-7 and PS-9</b> Improve ped/bike access to Marysville Skatepark.	O	H	<b>CDD, PW, PCR</b>	\$-\$\$	Private and/or public	
<b>PS-8</b> Redesign or relocate Marysville Skate Park for better visibility.	L	L	<b>PCR, CDD</b>	\$\$	Public	Parks planning

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>PS-10</b> Explore community priorities for parks and gathering spaces associated with private redevelopment.	S-M	H	CDD/PCR	\$	Public	Coincides with zoning and design standard updates
<b>PS-11</b> Continue efforts to market Marysville.	S-L	H	<b>CDD, CC</b>	\$	Public	<b>LU-10 and LU-10</b>
<b>PS-12</b> Incorporate defensible space principles in and near parks and trails.	S	H	<b>CDD, PCR</b>	\$	Public	Ideally coincides with LU-1
<b>PS-13</b> Explore creation of a Business Improvement District to care for public spaces downtown.	S-M	H	<b>CDD</b>	\$	Public	



# Water & Utilities Implementation Plan

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>UT-1</b> <b>Error! Reference source not found.</b> Implement end of pipe treatment and LID analyses.	O	M	PW			
<b>UT-2</b> Provide builders with preferred stormwater management options.	S	H	CDD/PW	\$	Public	
<b>UT-3</b> Continue informing public about the NPDES Phase II permit program.	S-L	H	<b>CDD</b> , PW	\$	Public	
<b>UT-4</b> Monitor Allen Creek basin water quality.	S-L	H	<b>PW</b>	\$	Public	
<b>UT-5</b> Pro-actively plan for increases in maintenance and operations funding to sustain system resilience.	S-L	H	<b>PW</b>	\$	Public	
<b>UT-6</b> Facilitate annual discussions with private utility providers.	S-L	H	<b>PW</b> , Utilities	\$	Public	
<b>UT-7</b> Explore low-flow plumbing and water conservation standards.	O	M	<b>PW</b>	\$	Public	
<b>Error! Reference source not found.</b> Develop a pilot study of ground loop energy systems.	O	M	<b>PW</b> , CDD	\$\$	Public/private	

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>UT-9</b> Acquire the water right to the Class B water system and provide City water to that user.	O	L	<b>PW, CDD</b>	\$	Public/private	
<b>UT-10</b> Develop Utility Master Plan for high-density areas.	O	H	<b>PW, CDD</b>	\$	Public	
<b>UT-11</b> Continue to monitor infiltration and inflow (I/I).	S-L	H	<b>PW</b>	\$	Public	
<b>UT-12</b> Assess energy efficiency improvements and energy capture concepts.	O	H	<b>PW</b>	\$	Public	



# MARYSVILLE

WASHINGTON



# DOWNTOWN MASTER PLAN

September 27, 2021

**Prepared by:**

Makers architecture and urban design

BERK Consulting, Inc.

Pertect

Transpo Group

# Acknowledgments

## Land Acknowledgement

The City of Marysville acknowledges that the area covered by the Downtown Master Plan is part of the traditional land of the Coast Salish People, specifically the Tulalip Tribes, successors in interest to the Snohomish, Snoqualmie, Skykomish, and other allied bands signatory to the 1855 Treaty of Point Elliott, who lived upon and stewarded these lands from time immemorial. Please see the [Ebay Waterfront Expansion Project Cultural Resources Survey](#) for more information about indigenous history in downtown Marysville.

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## Marysville Community Members

The project team is deeply appreciative of the patience and commitment shown by the many community members of Marysville, especially downtown residents and business owners, who helped shape this plan's vision through an online remote engagement effort in the midst of the COVID-19 pandemic. We look forward to the opportunity to meet in person again as this plan's recommendations move toward implementation.

# Contents

- 1. Introduction..... 1
  - Purpose..... 1
  - Process ..... 2
- 2. Concept ..... 6
  - Assets, Challenges, & Opportunities ..... 6
  - Goals and Objectives ..... 14
  - Urban Design Framework..... 18
- 3. Land Use & Urban Design..... 26
  - Zoning Proposals ..... 27
  - Street Designations ..... 39
  - Housing..... 42
  - Redevelopment ..... 47
- 4. Transportation..... 56
  - Pedestrian and Bicycle..... 59
  - Transit ..... 61
  - Vehicular..... 62
  - Street Design..... 64
- 5. Parks and Public Services ..... 76
  - Parks and Trails..... 76
  - Civic, Social Cultural..... 86
- 6. Water & Utilities..... 88
  - Surface Water..... 88
  - Utilities..... 90
- 7. Implementation ..... 92

# Figures

<b>Figure 1.</b>	2009 DMP envisioned public and private investment phasing .....	1
<b>Figure 1.</b>	Downtown Marysville with Mt. Pilchuck in the background. ....	11
<b>Figure 3.</b>	Marysville Town Center Mall.....	18
<b>Figure 4.</b>	3 <sup>rd</sup> St Retail Core. Sources: City of Marysville 2020, Makers 2018.....	20
<b>Figure 5.</b>	State Ave. Source: Google Maps. © 2020 Google.....	21
<b>Figure 6.</b>	Ebey Waterfront Park boat launch .....	21
<b>Figure 7.</b>	Civic Center rendering with Delta Ave woonerf in foreground.....	22
<b>Figure 8.</b>	3 <sup>rd</sup> St and Alder Ave in the downtown neighborhood.....	23
<b>Figure 9.</b>	Downtown Master Plan anticipated growth.....	26
<b>Figure 10.</b>	L-R: office building in Newcastle, WA; residential/retail vertical mixed use; stores in Mill Creek, WA .....	29
<b>Figure 11.</b>	L-R: retail building in Duvall, WA; walk-up apartments above retail; four story midrise apartments above active ground floor in Seattle, WA .....	30
<b>Figure 12.</b>	L-R: flexible building in Bozeman, MT; small retail/office building in Seattle, WA; retail shop in converted industrial building in Bozeman, MT.....	31
<b>Figure 13.</b>	L-R: multi-family building with ground floor workspaces, Bozeman, MT; residential Building in Bozeman, MT.....	33
<b>Figure 14.</b>	L-R: “four over one” mid-rise apartment building with ground floor shop; four-story apartment building .....	35
<b>Figure 15.</b>	L-R: modern duplex; townhouses; ADU in Seattle, WA.....	36
<b>Figure 16.</b>	L-R: modern six-plex in Seattle, WA; traditional small apartment building in Seattle, WA; Townhouse in Seattle, WA .....	37
<b>Figure 17.</b>	Sample guidelines for a corner lot triplex that emphasize traditional Pacific Northwest architectural characteristics and an active relationship with the street.....	38
<b>Figure 18.</b>	Residential property in study area, by acreage and parcel count. Sources: Snohomish County Assessor, 2020; BERK, 2020. ....	42
<b>Figure 19.</b>	View looking north up Union Ave, starting at 5 <sup>th</sup> St. Image: Google Maps .....	43
<b>Figure 20.</b>	Properties south of Grove St on 47 <sup>th</sup> Ave Northeast, Image: Google Maps.....	44
<b>Figure 21.</b>	Multifamily units by year built, Marysville and study area (% Total). Sources: Costar, 2020; BERK, 2020. ....	44
<b>Figure 22.</b>	Waterfront redevelopment vision.....	48
<b>Figure 23.</b>	Ebey Waterfront Park expansion concept .....	48
<b>Figure 24.</b>	Example Comeford Park site mixed use redevelopment .....	49
<b>Figure 25.</b>	Mixed use redevelopment vision for Town Center .....	50
<b>Figure 26.</b>	Sample townhouse site plan on a typical north downtown lot showing modestly reduced parking and driveway requirements .....	51
<b>Figure 27.</b>	Horizontal mix of uses .....	53
<b>Figure 28.</b>	60 <sup>th</sup> Pl NE, with the addition of pedestrian and bicycle facilities, would create a key connection from downtown to west of I-5. ....	59
<b>Figure 29.</b>	8 <sup>th</sup> St west of BNSF mainline tracks .....	64

<b>Figure 30.</b>	8 <sup>th</sup> St crossing of BNSF mainline tracks .....	64
<b>Figure 31.</b>	Proposed cross-section – 8 <sup>th</sup> St from Ash Ave to 47 <sup>th</sup> Ave (looking west) .....	66
<b>Figure 32.</b>	Quinn Ave north of 4 <sup>th</sup> St.....	68
<b>Figure 33.</b>	Alder Ave north of 8 <sup>th</sup> St.....	68
<b>Figure 34.</b>	Quinn Ave at 2nd .....	68
<b>Figure 35.</b>	4 <sup>th</sup> St HAWK beacon.....	68
<b>Figure 36.</b>	Proposed cross-section D– Quinn Ave from 1 <sup>st</sup> St Bypass to 4 <sup>th</sup> St (looking north).....	69
<b>Figure 37.</b>	Proposed cross-section E – Quinn Ave from 4 <sup>th</sup> St to 8 <sup>th</sup> St (looking north) .....	70
<b>Figure 38.</b>	Proposed cross-section F – Alder Ave from 8 <sup>th</sup> St to Grove St (looking north) .....	70
<b>Figure 39.</b>	L-R: a rectangular rapid flashing beacon (RRFB); a high-intensity activated crosswalk (HAWK) beacon with bicycle accommodations.....	71
<b>Figure 40.</b>	L-R: existing cross section; school crossing at 67 <sup>th</sup> St NE.....	72
<b>Figure 41.</b>	Proposed cross-section G – Armar Rd looking north .....	73
<b>Figure 42.</b>	Newly constructed waterfront trail along Ebey Slough .....	76
<b>Figure 43.</b>	Marysville Civic Center rendering, as viewed from Comeford Park.....	77
<b>Figure 44.</b>	Delta Ave woonerf and Comeford Park expansion (J.A. Brennan) .....	78
<b>Figure 45.</b>	Ebey Waterfront Park expansion site plan .....	79
<b>Figure 46.</b>	For homes facing the park, distinctions between public, semi-private, and private spaces create a clear sense of ownership and help residents and passersby feel safer. ....	80
<b>Figure 47.</b>	Screenshot from interactive survey map .....	81
<b>Figure 48.</b>	Conceptual sketch of redevelopment on waterfront with Ebey Slough Trail. ....	82
<b>Figure 49.</b>	Section through the trail where a new building abuts the property line.....	83
<b>Figure 50.</b>	Section through the trail at an overlook or deck .....	83
<b>Figure 51.</b>	Allan Creek runs through Jennings Park.....	84
<b>Figure 52.</b>	Marysville Skate Park .....	84
<b>Figure 53.</b>	Cedar Field.....	85
<b>Figure 54.</b>	City of Marysville logo, adopted June, 2020 .....	86

# Maps

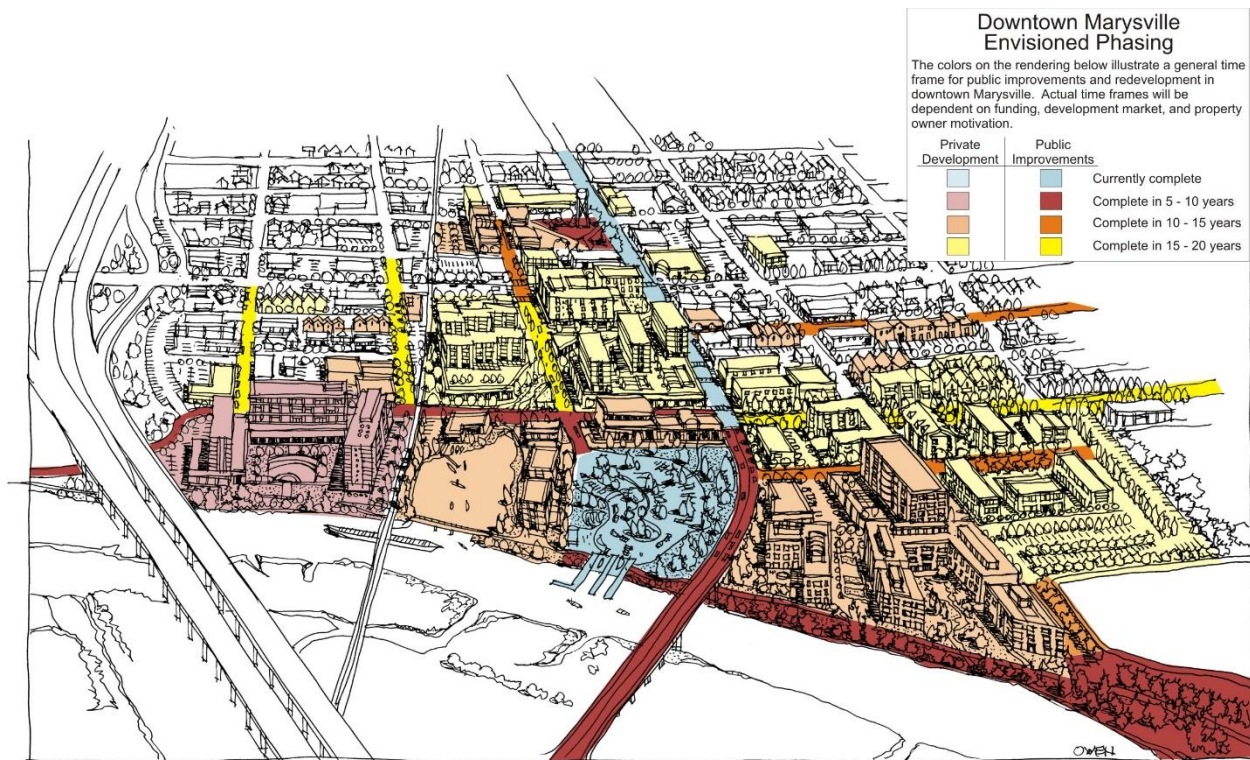
- Map 1.** Challenges and constraints map ..... 8
- Map 2.** Urban Design Framework..... 19
- Map 3.** Zoning Proposals ..... 28
- Map 4.** Street designations and through-block connections..... 39
- Map 5.** Transportation Recommendations Map ..... 58
- Map 6.** 8<sup>th</sup> St corridor map ..... 65
- Map 7.** Alder/Quinn Ave bike route..... 67
- Map 8.** Alder/Quinn Ave bike route..... 72
- Map 9.** 2009 DMP street type map..... 75
- Map 10.** Regional stormwater facility basin and conveyance network..... 89



# 1. Introduction

## Purpose

The 2009 Downtown Master Plan (2009 DMP) set a vision and strategies for a vibrant, compact, mixed-use urban downtown core. Its study area included properties located north of Ebey Slough, east of I-5, south of 8th St, and west of Alder Ave. The plan identified street improvements and park upgrades to catalyze the envisioned redevelopment. Since 2009, Marysville has completed extensive public improvements, and many more are underway, but has yet to see significant development activity within the Downtown Master Plan area.



**Figure 1.** 2009 DMP envisioned public and private investment phasing

This plan update's purpose is to increase Marysville's residential capacity, streamline regulations, and continue to attract private investment. It expands the downtown study area to explore a wider range of residential options and identify infrastructure and programmatic needs and priorities. This plan's horizon year is 2044.

The City of Marysville (City) received Engrossed Second Substitute House Bill (E2HSB) 1923 (Chapter 348, Laws of 2019) grant funding from the Washington State Department of Commerce for the 2019 – 21 Biennium to assist with this process. The goal is to adopt a subarea plan pursuant to RCW 43.21C.420, a Planned Action pursuant to RCW 43.21C.440(1)(b)(ii), and a form-based code.

# Process

Public engagement thus far has included video-conference meetings with the Marysville Growth Management Task Force and online interactive maps and surveys for communitywide engagement.

## Engagement Results Summary

Event	Date	What we learned
<b>Growth Management Task Force Survey</b>	May 2020	<ul style="list-style-type: none"> <li>▪ Top priorities for the Downtown Master Plan are economic development, Land use/ development/community design, and civic/ social/cultural.</li> <li>▪ The master plan area boundaries should be expanded north to Grove St and east to 47<sup>th</sup> Ave/Armar Rd/51<sup>st</sup> Ave.</li> <li>▪ Retail, services and multifamily are the most desired land uses for downtown. Space for <del>flex-tech</del>/artisan <u>manufacturing spaces</u> is desired as well.</li> <li>▪ Community concerns about crime, affordability, parking and safety should be considered in plan recommendations.</li> </ul>
<b>Growth Management Task Force Meeting 1: Assets, Challenges, and Opportunities</b>	June 2020	Developed list of assets, challenges and opportunities. See page 6.

<b>Growth Management Task Force Meeting 2: Options</b>	July 2020	<p>Updated and revised project goals:</p> <ul style="list-style-type: none"> <li>▪ Economic Development – Promote activities and improvements that enhance Marysville’s economic vitality.</li> <li>▪ Land Use, Development, and Community Design – Upgrade the character, identity, and appearance of downtown as the focal point of Marysville.</li> <li>▪ Civic, Social, and Cultural – Promote activities, improvements, and diversity to foster a sense of community.</li> <li>▪ Land use – Work towards holistic, well-functioning neighborhoods.</li> <li>▪ Transportation – Leverage regional investments in transit.</li> <li>▪ Transportation and Streetscape – Enhance pedestrian and vehicular connectivity throughout downtown and to surrounding areas.</li> <li>▪ Transportation and Streetscape – Use unified streetscape elements to enhance the sense of identity of downtown.</li> <li>▪ Land Use, Development, and Community Design – Foster the creation of sub-districts within downtown with their own focus and character.</li> </ul>
<b>Social PinPoint Interactive Map</b> 128 unique users 252 comments	Summer 2020	<ul style="list-style-type: none"> <li>▪ The new Civic Center and related investments are an exciting opportunity to reinvigorate the central part of downtown/State Ave.</li> <li>▪ Traffic problems on 4<sup>th</sup> St have been a major issue – 1<sup>st</sup> Ave Bypass provides an opportunity for these to be addressed.</li> <li>▪ Investment is needed along the State Ave corridor. Aging buildings, and cluttered signs and driveways are problems. There are similar issues on 4<sup>th</sup> St.</li> <li>▪ Traffic calming and/or street safety improvements are needed on Columbia Ave and 51<sup>st</sup> St. A safe north/south bike route through downtown (east of tracks) is needed.</li> <li>▪ The Marysville Opera House is popular, but needs more supportive businesses, activities, residences etc.</li> <li>▪ Ebey Park improvements and waterfront development should be used to leverage and strengthen existing downtown assets and draw more people to the area.</li> <li>▪ Some participants expressed concern about homelessness/panhandlers/drug use in public spaces, intersections, and core areas.</li> </ul>
<b>Social PinPoint Interactive Map: Waterfront Survey</b> 39 responses	Summer 2020	<ul style="list-style-type: none"> <li>▪ The Ebey Slough waterfront is an underdeveloped asset!</li> <li>▪ Top priorities for undeveloped waterfront parcels are recreational amenities, leisure amenities like a restaurant, and ecological restoration.</li> <li>▪ This would be a great area for senior housing.</li> <li>▪ It’s important to strengthen the connection between the waterfront and the rest of downtown with better walking conditions and sightlines.</li> </ul>

<b>Social PinPoint Interactive Map: Retail Core + Town Center</b> 47 responses	Summer 2020	<ul style="list-style-type: none"> <li>▪ The historic 3<sup>rd</sup> St retail node is charming but lacks variety.</li> <li>▪ More restaurants and compact open space would attract people to this area.</li> <li>▪ Nearby cities like Snohomish and Arlington have more lively downtown businesses districts.</li> <li>▪ The Marysville Town Center Mall (Town Center) has problems. The stores don't meet residents' expectations and the parking lot creates dead space. The Town Center site could be adapted to have a more diverse and complex layout, with some green space, pedestrian-oriented areas etc.</li> </ul>
<b>Social PinPoint Interactive Map: Asbery Field</b> 21 Responses	Summer 2020	<ul style="list-style-type: none"> <li>▪ There's broad interest in the future of Asbery field, though people have a wide range of opinions about preferred uses.</li> <li>▪ Existing sports and recreation facilities are an important asset and should be maintained. Other popular ideas include space for performances or gatherings</li> </ul>
<b>Growth Management Task Force Meeting 3: Action Alternatives</b>	October, 2020	<p>Action alternative goals:</p> <ul style="list-style-type: none"> <li>▪ Focus on feasibility – what kinds of development are most likely to “pencil”?</li> <li>▪ Town Center is key to the success of downtown but may not change for many years. Strategies need to stand on their own <u>and</u> set the stage for success when changes to Town Center do occur.</li> <li>▪ Artisan/<del>flex-tech</del>/light industrial spaces are positive but shouldn't compete with the Cascade MIC to the north.</li> <li>▪ Housing development will drive investment in commercial real estate.</li> <li>▪ A catalyst project is needed to jump start development.</li> </ul>

<b>Developers' Forum</b>	November, 2020	<ul style="list-style-type: none"> <li>▪ Marysville's assets need to be better communicated and leveraged: <ul style="list-style-type: none"> <li>▫ Proximity to expanding job center, Paine field airport, Tulalip outlet malls and casino, outdoor recreation</li> <li>▫ Walkable downtown with "authentic" character</li> <li>▫ Family-oriented civic culture</li> </ul> </li> <li>▪ Challenges to infill development: <ul style="list-style-type: none"> <li>▫ Distance from Seattle</li> <li>▫ Smaller parcels with many owners</li> <li>▫ Public schools need investment</li> <li>▫ BNSF tracks and railroad traffic</li> </ul> </li> <li>▪ The waterfront sites present a great opportunity for a catalyst project.</li> <li>▪ Regulatory changes like improving MFTE, reducing parking minimums, adjusting sewer fees, and performing a planned action EIS, would make development more attractive.</li> <li>▪ Many project costs don't scale with size – 50 units is the minimum size for some developers.</li> <li>▪ Vacant storefronts on ground floor are much worse than ground-floor residential for street activity.</li> <li>▪ Port of Everett' Waterfront Place is a good case study: Public private partnership, waterfront redevelopment, with horizontal mixed use.</li> </ul>
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## Review and Adoption Process

- Planning Commission workshops, public hearing and recommendation to City Council
- City Council briefings and Ordinance adoption

# 2. Concept

## Assets, Challenges, & Opportunities

This section describes existing assets and the challenges this plan addresses. Also see Appendix A: Existing Conditions Report for additional detail. The following lists are not meant to be exhaustive but represent the range of downtown Marysville's unique features.

### Assets

#### Activity Hubs & Well-rounded Neighborhoods

- 2<sup>nd</sup> St streetscape (west of Town Center)
- 3<sup>rd</sup> St streetscape/independent business district (east of Town Center)
- Albertsons
- El Rey Grocery
- La Michoacana Grocery
- Marysville Town Center Mall
- Safeway Shopping Center (just north of Grove)
- Variety of uses

#### Parks & Recreation

- Asbery Athletic Field
- Boys & Girls Club
- Cedar Field
- Comeford Park & Spray Park/Water Tower
- Ebey Slough/Ebey Waterfront Park (boating, etc.)
- Ebey Waterfront Trail
- Jennings Park
- Ken Baxter Community Center (at Comeford Park)
- Marysville Skate Center (roller skating rink)
- Marysville Skate Park
- Quil Ceda Creek Casino (just west of I-5 on 4<sup>th</sup> St (SR 528))
- Strawberry Lanes (bowling alley)

## Community, Cultural, & Civic

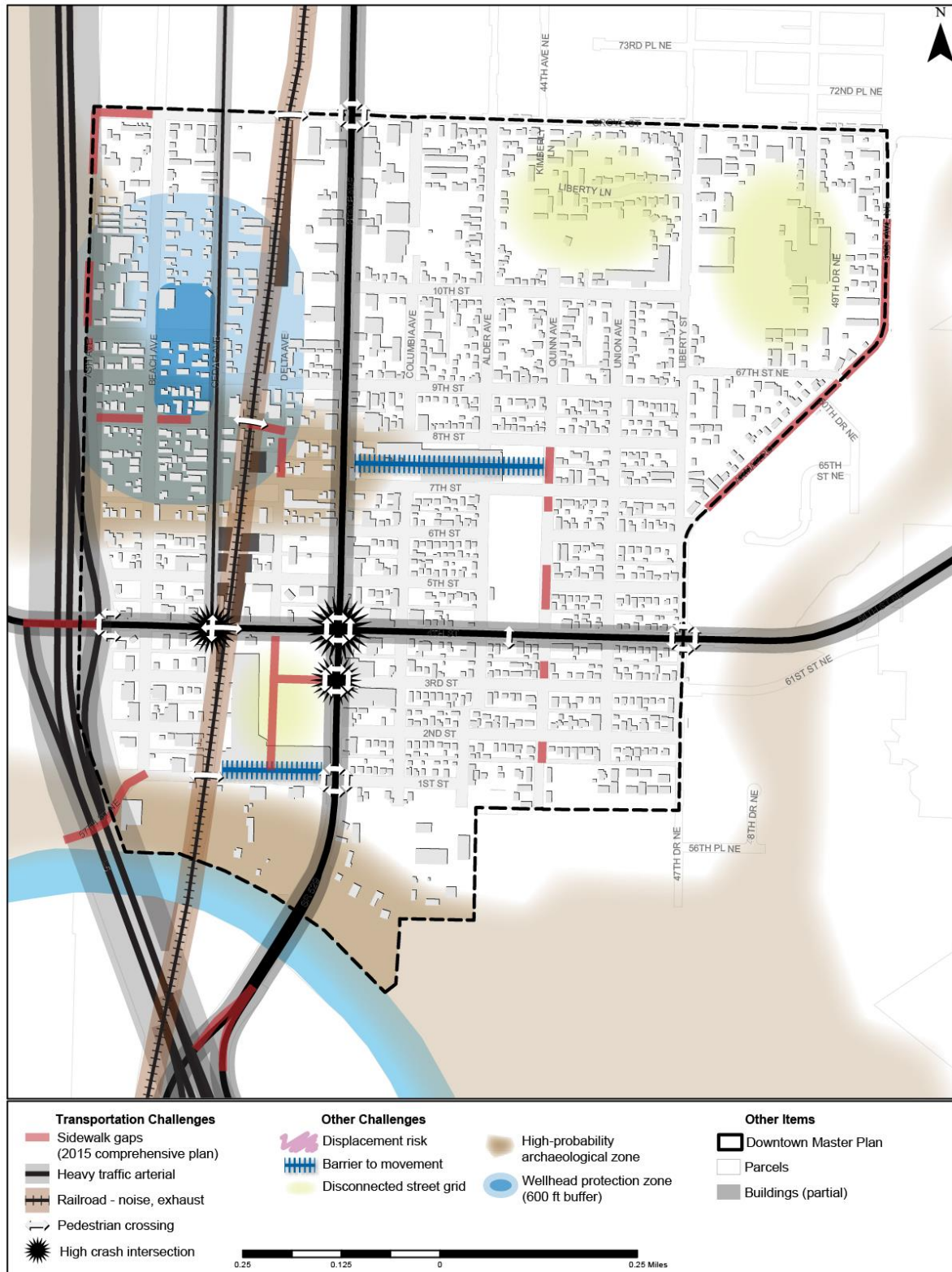
- American Legion
- Future Civic Campus
- Guru Nank Sikh Temple (just east of study area)
- Kingdom Hall of Jehovah's Witnesses (Filipino church)
- Liberty Elementary School
- Marysville Historical Society
- Marysville Middle School
- Northwest Baptist Church
- Opera House
- Proximity to Cascade Industrial Center
- Proximity to Everett Community College and Washington State University Everett
- Reset Church
- Totem Middle School
- Tulalip Tribe's Hibulb Cultural Center (west of study area)

## Transportation

- 3<sup>rd</sup> St and Alder Ave new street design
- Access to I-5
- Access to SR 529 and Everett
- Access to transit
- Cedar and Grove Park and Ride (usually full, serves downtown Seattle routes)
- Marysville Ash Ave Park and Ride (not usually full)
- Marysville Ash Ave South Park and Ride
- Walkable block sizes south of 9<sup>th</sup> St

# Challenges/Constraints

Map 1. Challenges and constraints map





## General

- Stormwater treatment is needed, but it is challenging to accomplish in portions of Downtown due to a high water table
- Very high risk for archaeological resources along Ebey Slough and high risk for most of downtown (monitoring is recommended for any ground disturbance below fill)
- BNSF noise, odor, and traffic issues impact livability and development feasibility
- Existing land use policy about locating multi-family near arterials and away from single family
- Low commercial vacancy rates and increasing rents may increase displacement risk
- Poor street lighting, off of the main transportation corridors and especially along east-west roadways where utilities are located in alleys
- Narrow or missing sidewalks
- Limited east-west bicycle routes (except 1<sup>st</sup> St Bypass, Grove St, and Ebey Waterfront Trail)
- No north-south bicycle routes between BNSF corridor and 47<sup>th</sup> Ave NE
- Unfunded transportation projects
- Closest high school is 4 miles away (1.5 miles is recommended by Safe Routes Partnership)
- Lack of neighborhood parks/pocket parks/tot lots
- Though no wastewater treatment constraints are for projected growth for next 10 years, need to study conveyance impacts of denser developments to relay improvements costs to developers
- Though no water capacity constraints, need to understand fire flow needs for denser development

## Housing

- Aging population may increase need for accessible housing for older adults
- 32% of all households pay more than 30% of their income on housing costs (26% owners, 47% renters) (not as high as other cities)
- Limited home types other than single family houses
- “Redevelopable” area—land values rising faster downtown than home values may increase risk of displacement
- Limited multifamily development in past 20 years, particularly within the 2009 Downtown Master Plan boundary

- Rents lower than in rest of city, possibly due to age of buildings
- Lack of housing options, especially for retail and service workers (1/2 of people living in study area work in service industry)
- Regional job and population growth may increase demand for affordable housing
- Pandemic-related housing needs

## Westside Neighborhood

- Wellhead in northwest quadrant—uses may be restricted in 26-acre area
- BNSF corridor as barrier, train traffic increasing
- I-5 air quality and noise impacts (westside neighborhood and BNSF sliver)
- Cedar Ave truck route

## BNSF Sliver

- Triangular parcels near BNSF corridor
- BNSF noise and odor impacts

## 4<sup>th</sup> St

- 4<sup>th</sup> St pedestrian environment
- 4<sup>th</sup> St truck route
- High collision intersections: 4<sup>th</sup> St/Cedar Ave, 4<sup>th</sup> St/State Ave (4<sup>th</sup> St may improve with new 1<sup>st</sup> St bypass)

## State Ave

- Pedestrian environment, constrained ROW
- High collision intersection: 3<sup>rd</sup> St/State Ave

## Town Center

- Lack of private redevelopment at Town Center due to stability of anchor tenants
- Disconnected from adjacent land uses, especially to the west because of the BNSF corridor

## Waterfront

- 200 ft Shoreline High Intensity Environment designation

## Downtown Neighborhood

- Totem Middle School—barrier to north-south movement and pedestrian environment on State Ave



*Figure 1. Downtown Marysville with Mt. Pilchuck in the background.*

# Opportunities

## General/Throughout

- Ample publicly owned land
- Gateways into downtown
- Continue trend of mixing multiplexes and multifamily with single family (more mixing has occurred north of 9<sup>th</sup>; greater opportunity south of 9<sup>th</sup>)
- Activate parks and commercial areas with denser housing
- Surplus of on-street parking. In 2007, utilized around 50%, and less during pandemic; explore other uses such as street dining and parklets

## Utilities

- City's LID study
- Regional stormwater facility will be constructed in 2022 to increase development feasibility
- Fire District achieved Class 3 rating in 2020, may lower insurance premiums
- Consider low flow toilets, grey water re-use, and water-efficient systems to reduce demand on water treatment system and water source
- Coordinate PSE's polyethylene pipe replacement and repair of cross-bored sewer lines with other infrastructure improvements
- Consider a "Master Utility Plan" to identify specific utility needs where higher densities proposed
- Consider development/building codes that enhance utility efficiency (e.g., water and energy efficiency, take advantage of shallow groundwater with heat-loop concepts)

## Waterfront

- Ebey Slough shoreline enhancement west of park to improve water quality
- Extend waterfront experience/access west of park
- Former Crown Mill site redevelopment potential
- Potential for redevelopment along shoreline (City-owned sites, actively attracting developers)

## Town Center/Downtown Core

- Extend water features/habitat into downtown (as shown in original Downtown Master Plan redevelopment concept)
- Pocket parks/pedestrian seating
- New Community Transit *Swift* Bus Rapid Transit (BRT) service expected by 2027/2028
- The 1<sup>st</sup> St bypass relieves traffic on 4<sup>th</sup> St

## Westside Neighborhood, BNSF Sliver, & Entertainment

- Westside neighborhood and BNSF sliver—potential for affordable commercial space
- Opportunity to improve image from freeway (Comprehensive Plan policy)
- Acquire Class B water system and provide municipal water to wellhead protection zone (improve development feasibility)

## Downtown Neighborhood

- Potential for Totem Middle School to redevelop in the long term
- Asbery Field could serve as a neighborhood park and provide walking/rolling paths
- “Redevelopable” area east of downtown core

## North State Ave

- Make use of Community Transit’s new *Swift* BRT service and leverage redevelopment opportunities adjacent to future *Swift* stations in the vicinity of Grove St and 4<sup>th</sup> St

# Goals and Objectives

The following updates to the 2009 Downtown Master Plan goals and objectives are based on community (interactive map and surveys) and Growth Management Task Force (survey and discussion) engagement. These goals and objectives will be used as criteria to evaluate and refine the action alternative.

## Land Use, Urban Design, & Economic Development

### Goals

1. Promote activities and improvements that enhance Marysville's economic vitality.
2. Upgrade the character, identity, and appearance of downtown as a vibrant focal point of Marysville.
3. Promote neighborhoods with a mix of activities to live, work, play, educate, and thrive.
4. Encourage land uses that support and make use of transit and non-vehicular modes of transportation.
5. Encourage a variety of housing options to support current and future Marysville residents.
6. Foster subdistricts with their own focus and character.

### Objectives

#### Redevelopment

1. Anticipate and plan for redevelopment options for City-owned and other key properties:
  - a. **Town Center.** Spur investment and/or redevelopment in Town Center to become a central node with pedestrian connectivity, public space, local businesses, services, and residences.
  - b. **Waterfront.** Catalyze development on City-owned waterfront properties.
  - c. **Properties near Civic Campus and Comeford Park.** Encourage development that connects the Civic Campus, historic retail core, and Town Center.
2. Recommend key catalyst projects to spur private investment downtown.
3. Establish form-based code (development regulations based on the human experience of a building's exterior rather than its interior use) to direct new development to meet public and private objectives and provide graceful transitions between higher and lower intensities.
4. Reduce barriers (e.g., cost of development, land use and development regulations) to desired development.

5. Set parking regulations that balance development feasibility, parking impacts on the public realm, downtown resident and user parking needs, and downward trend in single-occupancy vehicle (SOV) use to ensure development provides adequate parking.

## Housing

6. Increase the number and variety (e.g., duplex, triplex, small apartment) of downtown home types.
7. Increase the number of senior housing units.
8. Address concerns about apartments and other higher density home types, such as crime, parking, and traffic impacts.
9. Ensure that home types meet needs of newer Marysville residents.

## Districts

10. Support the 2nd/3rd St historic downtown core.
11. Build on the success of the Opera House and foster an entertainment district.
12. Find opportunities to leverage the BNSF railroad corridor as an amenity, and address noise and odor impacts.
13. Strengthen visual connections between the waterfront, Town Center, historic retail core, entertainment district, and civic campus.

## Economic Development

14. Support small and independent businesses, especially during the COVID-19 pandemic recovery.
15. Prevent or minimize small business displacement.
16. Attract more restaurants, shops, fitness opportunities/activities, and services.
17. Attract and support local farm to grocery, farmers market, and restaurant options.
18. Support office, ~~flex-tech~~, light manufacturing, artisan, distribution, and makerspace types of land use.

## Aesthetics

19. Improve the appearance of State Ave.
20. Improve the appearance of downtown from I-5.
21. Improve the appearance of 4th St.
22. Improve the appearance of downtown, preserving desirable historic character and increasing businesses' and residences' pride of ownership.

# Transportation

## Goals

1. Prioritize and leverage transit.
2. Enhance multimodal connectivity throughout downtown and to surrounding areas.
3. Improve transportation connectivity to facilitate access and handle continued growth.
4. Use street design to enhance downtown's identity.

## Objectives

1. Design streetscape improvements that encourage pedestrian activity, connect the downtown, incorporate stormwater management facilities, and spur development in downtown.
2. Improve conditions and connections throughout downtown for people walking, biking, and rolling.
3. Improve the pedestrian environment on State Ave.
4. Create a north-south and an east-west bicycle route.
5. Respond to new traffic patterns following opening of the 1st St Bypass.
6. Respond to changing commute patterns following a work-from-home trend and interests of changing Marysville demographic.
7. Slow down traffic on neighborhood streets.
8. Provide additional grade-separated railroad crossings where possible for increased connectivity, and improve safety of existing railroad crossings.
9. Address micromobility, curb space, and transportation network company needs to support transit use and alternatives to single-occupancy vehicles (SOVs).



# Community Livability

## Goals

1. Promote activities and improvements to foster a sense of community and celebrate Marysville's diversity.
2. Improve access to parks, trails, and open spaces to enhance quality of life and environmental quality in the downtown study area.

## Objectives

1. Encourage property upkeep, neighborhood block watch programs, volunteer clean-ups, and/or other social capital-building activities to improve neighborhood appearance and reduce the perception of crime.
2. Increase public gathering place, green space, trails, recreation, and urban agriculture opportunities.
3. Complete and improve access to the Ebey Waterfront Trail.
4. Infuse Asbery Field with a variety of programs and potential physical upgrades to support increased use.
5. Support programming and activities (e.g., farmers market) at Ebey Waterfront Park, Comeford Park, new Delta Ave woonerf, and/or other downtown public spaces.

# Utilities

## Goals

1. Ensure that sewer, water, and other utilities are adequate for potential redevelopment.
2. Enhance environmental conditions, especially the shoreline edge and stormwater quality.
3. Highlight downtown's waterfront location and water system through site and stormwater facility design.

## Objectives

1. Use stormwater and utilities investment to catalyze desired development.

# Urban Design Framework

This section summarizes the overarching vision for downtown and the plan's major proposals. It is organized geographically, whereas the chapters to follow organize recommendations by topic. Numbers are keyed to the Draft Action Alternative Framework Map (see page 19).

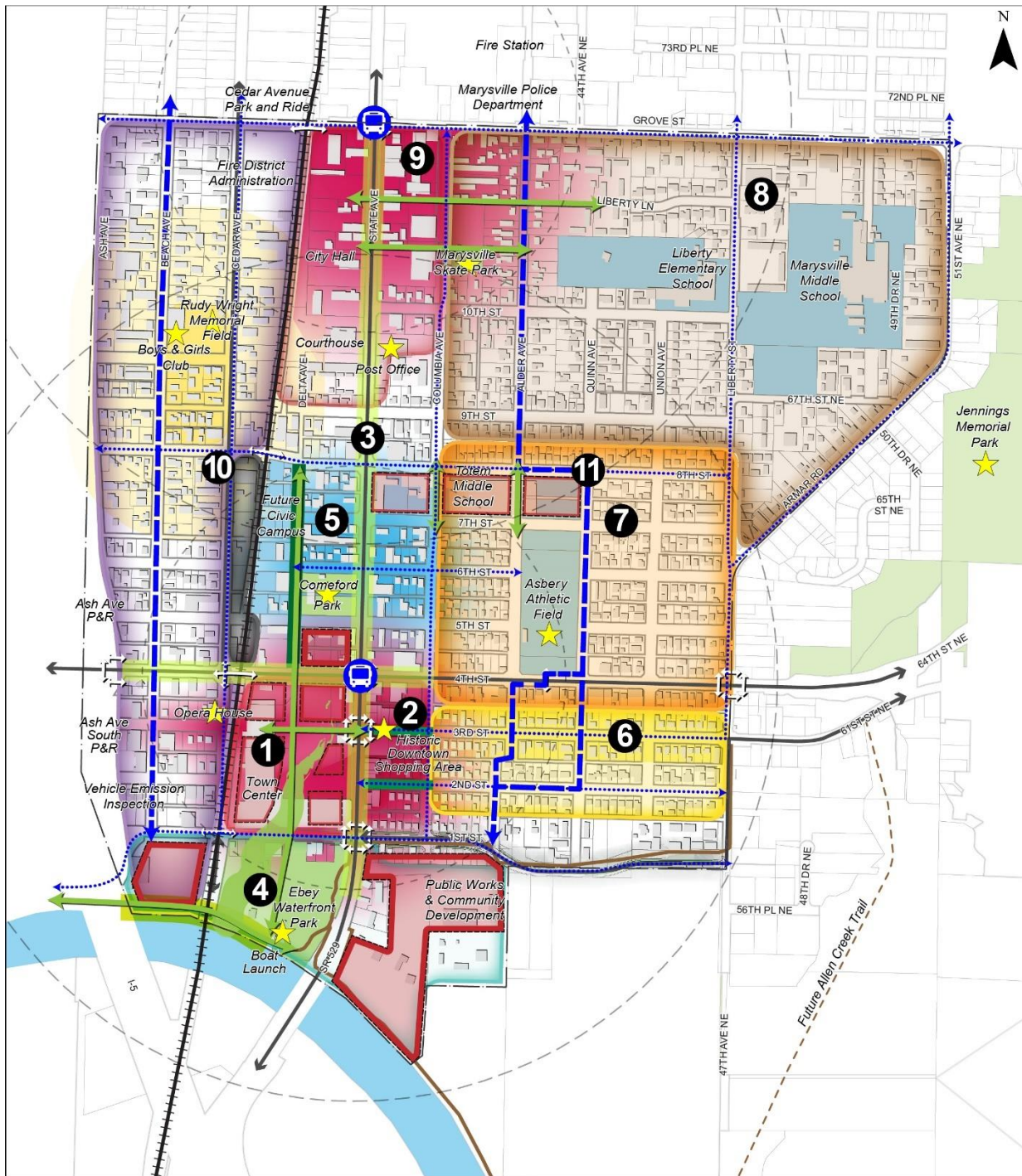
## 1. Town Center

1. Encourage infill (lateral or vertical) mixed-use development at Town Center in the near term.
2. Encourage full mixed-use redevelopment in the long-term.
3. Allow commercial, residential, and artisan/small workshop/~~flex-tech~~ and encourage incubator businesses that support the Cascade Industrial Center (CIC).
4. With redevelopment, partner to extend open space inland and extend Delta Ave between the Civic Campus and the waterfront.
5. Actively seek partners, demonstrate the potential future, and incentivize/reduce any barriers to attract private investment and redevelopment.
6. Guide the architectural and site design of any redevelopment to:
  - a. Improve the view of downtown from I-5 through skyline, trees, and iconic building forms.
  - b. Make train viewing an amenity.
  - c. Extend public space between the waterfront and the Civic Center along the Delta Ave alignment.



**Figure 3.** Marysville Town Center Mall.

Map 2. Urban Design Framework



**Land Use**

- Activity center
- Civic activity center
- 1** Character areas # keys to framework narrative
- Tier 1 opportunity sites
- Tier 2 opportunity sites

- Improve street appearance
- Enhance waterfront
- Extend park inland
- Support businesses

**Transportation**

- Future BRT station (location TBD)
- ↔ Ped/bike connection
- ↔ Bicycle priority
- ↔ Shared priority
- ↔ Vehicular priority

**Context**

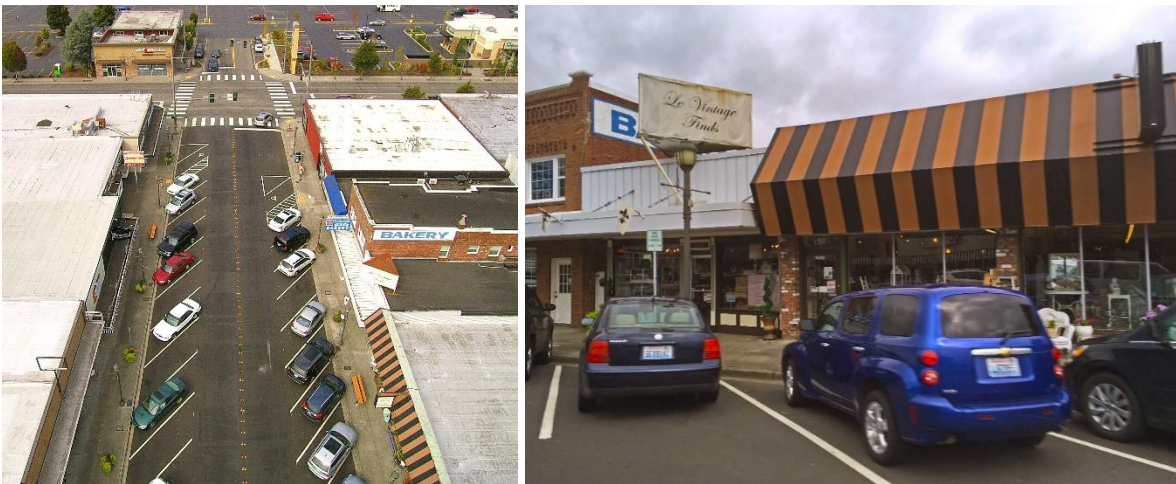
- Parks and open space
- Trails
- Railroad
- Crosswalks
- Woonerf
- ★ Assets
- 1/2 and 1/4 mile radii
- Wellhead protection area
- DMP study area

0.25 0.125 0 0.25 Miles  
 Draft: November 2020  
\\KRA\GIS\Jobs\2020\15 Marysville DMP\4. Working Docs\3. Alternatives Development\MIDMP\_Action\AE\framework.ai



## 2. 3<sup>rd</sup>/2<sup>nd</sup> St Old Town

1. Support the 3<sup>rd</sup>/2<sup>nd</sup> St historic business district with tenant/facade improvement programs. (Planned LID street improvements on 2<sup>nd</sup> St, mimicking the improvement to 3<sup>rd</sup> St, will be completed in 2022.)
2. Carefully consider zoning to balance community interest in small, local businesses, services, and amenities with housing needs. Consider reducing the height limit around 3<sup>rd</sup> St to minimize displacement of existing commercial space and maintain the transition between the Town Center site and existing residential neighborhoods.
3. Establish pocket parks and other public realm improvements as possible for an active outdoor environment.
4. Locate the southern downtown *Swift* BRT stop at 4<sup>th</sup> St to centrally serve the full range of downtown nodes—Civic Center, Historic Business District, Town Center, Waterfront, and Entertainment District.



**Figure 4.** 3<sup>rd</sup> St Retail Core. Sources: *City of Marysville 2020, Makers 2018*

### 3. State Ave and 4<sup>th</sup> St

1. Improve State Ave with trees and buffered pedestrian space as possible in the near term and over time with redevelopment. Replace trees as needed, repair/replace aging signals, and provide LED street lighting.
2. Improve 4<sup>th</sup> St streetscape with decorative lighting and landscaped buffers with redevelopment given reduced traffic volumes due to 1<sup>st</sup> St Bypass, especially considering the view upon arrival to downtown from I-5. (The 4<sup>th</sup> St ramp and interchange will be improved by the Tulalip Tribes/WSDOT project.)



*Figure 5. State Ave. Source: Google Maps. © 2020 Google.*

### 4. Waterfront

1. Actively seek partners (e.g., Port, Tulalip Tribes) to redevelop waterfront properties.
2. Guide architectural design to consider the view from I-5 (e.g., skyline, iconic building form, trees, and landscaping).
3. When Town Center redevelops, partner with developers to extend open space inland and offer a public connection to Delta Ave. This public-private partnership should result in a linear park connecting the waterfront to the Delta Ave woonerf. The City is currently expanding Ebey Waterfront Park westward to the BNSF railroad corridor.
4. Work with the Tulalip Tribes to extend the Waterfront Trail westward from Ebey Waterfront Park.
5. Enhance/naturalize the shoreline.



*Figure 6. Ebey Waterfront Park boat launch .*

## 5. Civic Center

1. Leverage recent Civic Center, Delta Ave woonerf, and Comeford Park investments to support redevelopment of other key sites.
2. Add High-Intensity Activated Crosswalk System (HAWK) across 4<sup>th</sup> St (SR 528) at Delta Ave.
3. Minimize and/or mitigate displacement of existing businesses, nonprofits, and residences.
4. Analyze and prevent/mitigate impacts from the BNSF railroad corridor.
5. Complete missing sidewalks.



*Figure 7. Civic Center rendering with Delta Ave woonerf in foreground.*

## 6. Historic 3<sup>rd</sup> St Neighborhood

1. Allow a greater variety of home types while carefully guiding the form to fit in a historic neighborhood. For example, allow duplexes/triplexes/multiplexes that fit the scale and character of historic homes.



*Figure 8. 3<sup>rd</sup> St and Alder Ave in the downtown neighborhood.*

## 7. Asbery Neighborhood

1. With any redevelopment of the Totem Middle School, restore north-south connections on Columbia Ave and Alder Ave.
2. Coordinate with the Marysville School District to improve Asbery Athletic Field as a multifunctional park, adding or improving sidewalks, trails/exercise opportunities, social gathering, outdoor performance, parking, and pea patch space.
3. Encourage missing middle homes and senior housing throughout the neighborhood.

## 8. Liberty Neighborhood

1. Encourage missing middle and higher density homes, especially close to transit. Allow the types of development appropriate for the irregular lot sizes and configurations.
2. Include midblock connections with redevelopment to break down large blocks and improve connectivity.

## 9. North State Ave/Grove St

1. Encourage high intensity redevelopment near transit.
2. Require midblock connections with redevelopment.
3. Leverage the proposed Grove St overcrossing at the BNSF railroad corridor with supportive land uses and walking, biking, and rolling connections.

## 10. BNSF Sliver and Beach Ave Neighborhood

1. Apply flexible zoning to allow a variety of affordable commercial and residential uses, except car lots/large outdoor sales or storage uses.
2. Treat Cedar Ave as a main thoroughfare for businesses and a pedestrian/bicycle route.
3. Encourage storage, light industrial, and general commercial while prohibiting heavy industrial and certain storage uses near I-5 and the BNSF railroad corridor to reduce air quality, noise, and odor impacts on residences.
4. Consider investing in hook-ups to the City water system to address the wellhead protection zone and support a Beach Ave neighborhood.
5. Consider parking reductions, especially near transit.
6. Require appropriate air filtration in buildings to improve indoor air quality.
7. Respond to changes in regional transit options when considering existing park-and-rides.



# 11. Multimodal Facilities

1. Add a north-south pedestrian and bicycle facility on Alder/Quinn Ave to make use of low-volume streets, connect to Asbery Field, serve *Swift* BRT stations, and connect high activity nodes.
2. Add an east-west ped/bike priority route to connect the Beach Ave neighborhood across the BNSF corridor to downtown and eastward.
3. Add an east-west pedestrian priority route to connect Civic Campus, Comeford Park, and Asbery Field on 6<sup>th</sup> St.
4. Continue prioritizing bicycles on Cedar Ave and improve facilities south of 4<sup>th</sup> St. (The City plans to improve Cedar Ave between 1<sup>st</sup> St and 4<sup>th</sup> St in 2021/2022.)
5. Improve shared priority streets for bicycles as mapped (Map 2 and Map 5), prioritizing east-west connections near transit and high activity areas.
6. Carry forward applicable street concepts from the 2009 DMP (see Appendix D).

# 3. Land Use & Urban Design

This element describes recommended changes to zoning and other development regulations that will shape the types and intensities of land use in downtown Marysville. These recommendations seek to align rules and guidelines with Marysville’s vision and goals for its downtown and to leverage the civic investments completed and underway through the past ten years, including the Civic Center campus and improvements to Comeford Park, the 1<sup>st</sup> St Bypass and other streets, and Ebey Waterfront Park and Trail.

This plan proposes new form-based zoning classifications and concepts, targeted to encourage building types that will strengthen the vibrancy of downtown, bring in new residents and businesses in a walkable environment, and focus development activity around transit and major assets. With limited real estate development in downtown in the past several decades, a major focus of the plan is improving the feasibility of new development through tools like Multifamily Housing Property Tax Exemption (MFTE) and reconsideration of ground floor retail and minimum parking requirements. Specific redevelopment opportunity sites are identified and evaluated with a strategic lens for the role they could play in building upon existing downtown assets. Proposed design guidelines and block frontage designations will help ensure additions to downtown advance the city’s goals for an attractive and functional built environment and preserve the fabric of historic areas.

Under these recommendations, approximately 2,600 new homes and 1,800 new jobs are expected in downtown Marysville by 2044. This represents an increase of 694 new homes and 468 new jobs compared to what is anticipated with no action taken.

Location	Existing (2007)		No Action (2035)		Proposed Action (2044)	
	Dwellings	Jobs	Dwellings	Jobs	Dwellings	Jobs
<b>Total</b>	<b>1,683</b>	<b>2,384</b>	<b>3,568</b>	<b>3,744</b>	<b>4,262</b>	<b>4,212</b>
<i>Growth from 2007</i>			<i>1,885</i>	<i>1,360</i>	<i>2,579</i>	<i>1,828</i>
<i>Difference No Action</i>					<i>694</i>	<i>468</i>

**Figure 9.** *Downtown Master Plan anticipated growth*

# Zoning Proposals

This subarea plan recognizes the effort and forethought that went into crafting existing zoning in downtown Marysville and does not propose major changes. However, where land use activity has not met expectations, and to clarify the vision for a larger master plan area than the 2009 DMP boundaries, this plan proposes modest changes to better fulfill the vision for downtown. This plan proposes the following changes:

- 1) Introduce form-based code to ensure development achieves the desired streetscapes and architectural forms
- 2) Allow a horizontal mix of commercial and residential uses where a vertical mix was previously required
- 3) Allow additional housing types in expanded residential areas

The proposed zoning code and design standards allow the types of development that would implement the vision and objectives described in Concept section starting on page 6 and, in particular, the following objectives:

- Improve development feasibility in the downtown core and waterfront
- Allow a greater variety of small housing types in residential zones
- Enhance existing assets:
  - Ebey Waterfront Shoreline
  - Old Town’s historic character on 3<sup>rd</sup> St and 2<sup>nd</sup> St
  - Human-scaled walkable residential neighborhoods
  - Locally owned businesses
  - Avoid I-5 and BNSF railroad corridor air and noise quality impacts on sensitive uses

The following section describes the specific zone proposals as shown on Map 3. It focuses on the form of buildings and the role they play within an urban environment. Each zone calls out specific types of uses that are preferred or encouraged, which will help planners and community members evaluate the effectiveness of codes and make changes if needed based on outcomes.

## What’s Controlled & What’s Not

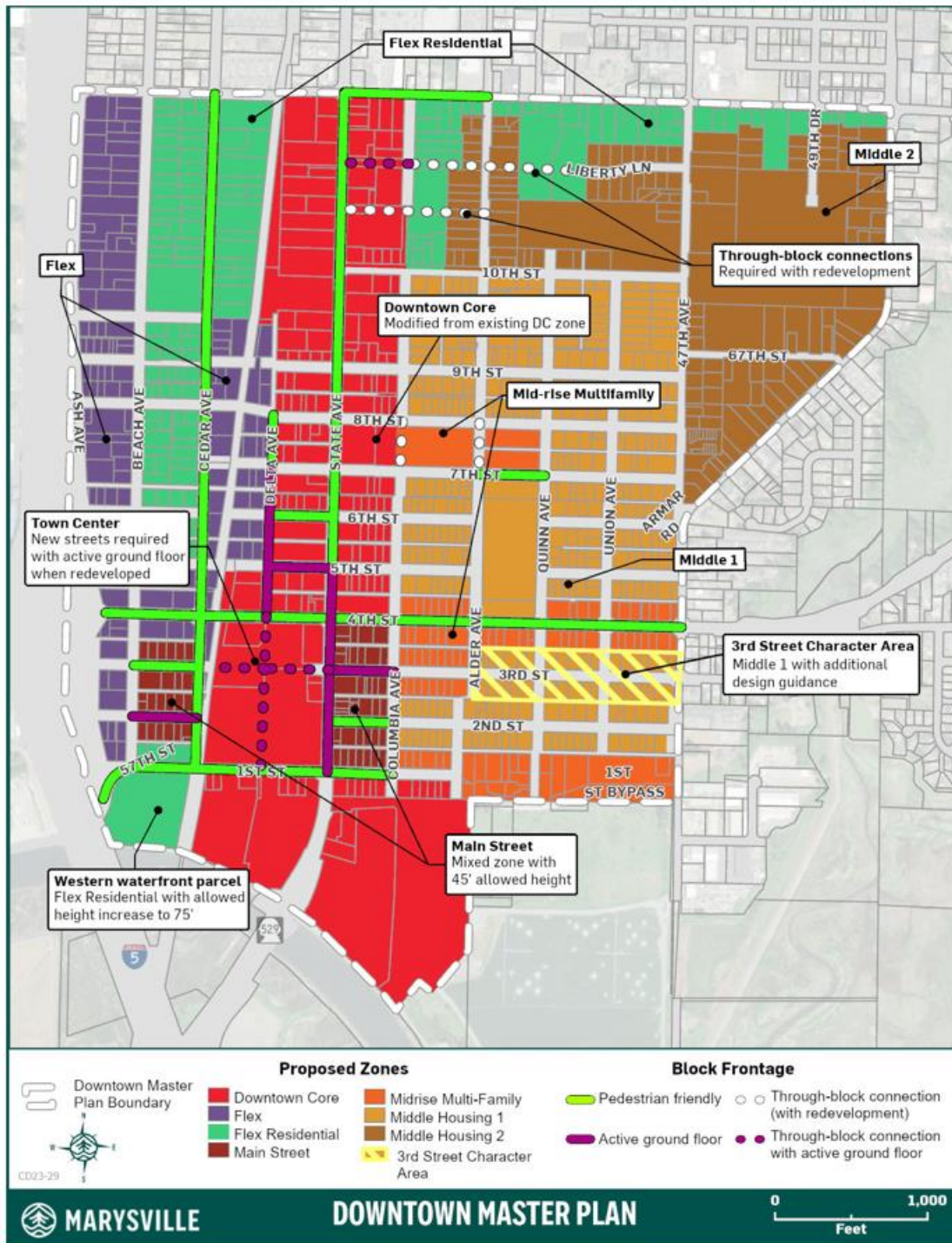
These zones primarily control:

- Building envelope (i.e., height, lot coverage, floor area ratio (FAR))
- Parking amount and location
- Street-fronting building and streetscape elements, particularly on special streets
- Broad categories of land uses
- General building types
- Minimum densities in some cases
- Open space requirements

These zones do not control:

- Specific activities in buildings

Map 3. Zoning Proposals



# Downtown Core

The Downtown Core zone encourages high density residential mixed use and office mixed use. Other commercial uses and multi-family residences are allowed. No active ground floor required except on designated streets (see Street Designations).

Current zoning: Downtown Commercial

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>Mid-rise apartments</li> <li><del>Small</del> Office buildings</li> <li>Walk-up apartments (wood construction)</li> </ul>	<ul style="list-style-type: none"> <li>Maximum height 85 feet</li> <li>Minimum density <u>45-20</u> dwelling units per acre <del>on small sites</del> <u>as allowed with director waiver</u></li> <li>No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>Reduced parking requirements <u>for some uses in small buildings</u></li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>Office/commercial</li> <li>Retail/residential vertical mix</li> <li>Retail</li> <li>Multifamily Residential</li> <li><u>Light industrial/manufacturing (indoors)</u></li> </ul>	<ul style="list-style-type: none"> <li>Single Family Residential</li> <li>Outdoor storage and sales</li> <li>Industrial</li> <li>Drive-throughs</li> </ul>

## Development Examples



*Figure 10. L-R: office building in Newcastle, WA; residential/retail vertical mixed use; stores in Mill Creek, WA*

# Main Street

The Main Street zone protects and enhances the character of Marysville’s historic retail core. This zone encourages high-activity uses like restaurants, entertainment, and shops, and residential above the ground floor. New buildings should feature an active ground floor use. Parking is not required for some uses in small commercial buildings.

Current zoning: Downtown Commercial

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>Zero lot-line storefronts</li> <li>Mid-rise mixed use (with ground floor commercial)</li> <li><del>Four story mid-rise</del></li> <li>Walk-up mixed use</li> </ul>	<ul style="list-style-type: none"> <li>Maximum height 45 feet</li> <li><u>No minimum density</u></li> <li>No maximum density</li> </ul>	<ul style="list-style-type: none"> <li>Limited on-site parking requirements for retail uses</li> <li>No or reduced parking minimum for <u>some uses in</u> commercial buildings less than 10,000 sf gross floor area</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>Retail (<u>conditional use if over 20,000 SF GFA</u>)</li> <li>Retail/residential vertical mix</li> <li>Office</li> <li>Commercial/residential horizontal mix</li> <li><del>Light industrial (conditional)</del> <u>Artisan manufacturing</u></li> </ul>	<ul style="list-style-type: none"> <li>Single family residential</li> <li>Large format commercial</li> <li>Industrial <u>and light industrial/manufacturing</u></li> <li>Outdoor storage and sales</li> <li>Drive-throughs</li> </ul>

## Development Examples



*Figure 11.L-R: retail building in Duvall, WA; walk-up apartments above retail; four story midrise apartments above active ground floor in Seattle, WA*

# Flex

This zone encourages a mix of uses, including artisan, workshops, small light manufacturing, and commercial. New residential, schools, daycares, and other sensitive uses are not allowed due to air quality, noise, and odor impacts from I-5 and the BNSF railroad corridor.

Current zoning: General Commercial, Downtown Commercial

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Workshops</li> <li>▪ Single-story flexible buildings</li> <li>▪ Small footprint retail/services</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 45 feet</li> </ul>	<ul style="list-style-type: none"> <li>▪ Standard parking code</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Light industrial/<u>manufacturing (indoors)</u></li> <li>▪ <u>Retail</u></li> <li>▪ <u>Office</u></li> <li>▪ Commercial</li> <li>▪ Artisan <u>manufacturing</u>/small work shops/<del>manufacturing/flex-tech</del></li> </ul>	<ul style="list-style-type: none"> <li>▪ Residential <u>with limited exceptions</u></li> <li>▪ Outdoor storage and sales</li> <li>▪ <u>Heavy iIndustrial</u> —noise, exhaust, etc.</li> <li>▪ Drive-throughs</li> </ul>

## Development Examples



*Figure 12. L-R: flexible building in Bozeman, MT; small retail/office building in Seattle, WA; retail shop in converted industrial building in Bozeman, MT*

# Flex Residential Overlay

This zone encourages a mix of uses, including artisan, workshops, small light manufacturing, and commercial, and This overlay allows “missing middle” medium density housing and low-rise apartments. plus the Flex zone uses outlined above.

Current zoning: Mixed Use

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Walk-up apartments</li> <li>▪ Missing middle homes</li> <li>▪ <del>See Flex Zone (page 31)</del></li> <li>▪ <u>Workshops</u></li> <li>▪ <u>Single-story flexible buildings</u></li> <li>▪ <u>Small footprint retail/services</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 45 feet</li> <li>▪ <del>Maximum</del> <u>Minimum</u> residential density: 45 <del>20</del> dwelling units/acre except as allowed with <u>director waiver</u></li> <li>▪ <u>No maximum density</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced residential parking requirements</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Multifamily residential</li> <li>▪ <del>See Flex Zone (page 31)</del></li> <li>▪ <u>Retail</u></li> <li>▪ <u>Office</u></li> <li>▪ <u>Commercial</u></li> <li>▪ <u>Artisan manufacturing/small work shops/flex-tech</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ Outdoor storage and sales</li> <li>▪ <del>Heavy</del> <u>Industrial and light industrial/manufacturing (indoors)</u>—noise, exhaust, etc.</li> <li>▪ Drive-throughs</li> <li>▪ <u>Parking lot</u></li> </ul>

## Development Examples





*Figure 13. L-R: multi-family building with ground floor workspaces, Bozeman, MT; residential Building in Bozeman, MT*

# Midrise Multifamily

This zone encourages dense multifamily housing. Commercial is allowed for properties abutting Third and Fourth Streets, but is limited to a ground floor element of a mixed use building for other properties within this zone. On larger sites, commercial is not allowed except as part of a mixed-use development.

Current zoning: Downtown Commercial, Mixed Use, Residential-18, Residential-8

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>Mid-rise apartments</li> <li>Walk-up apartments (wood construction)</li> </ul>	<ul style="list-style-type: none"> <li>Maximum height 65 feet</li> <li><del>No maximum residential density</del></li> <li>Minimum residential density: <u>45 20</u> dwelling units/acre; <u>except as allowed with director waiver except on small sites</u></li> <li><u>No maximum density</u></li> </ul>	<ul style="list-style-type: none"> <li>Standard parking code</li> <li><del>SB 2343 parking reductions within ¼ mile of frequent transit may apply</del></li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>Medium/high-density Multifamily Residential</li> <li>Residential/retail mixed use</li> <li>Small commercial</li> <li><u>Office</u></li> </ul>	<ul style="list-style-type: none"> <li>Industrial <u>and light industrial/manufacturing</u></li> <li>Low-density residential</li> <li>Parking lot</li> <li>Drive-throughs</li> </ul>

## Development Examples



*Figure 14.L-R: “four over one” mid-rise apartment building with ground floor shop; four-story apartment building*

# Middle Housing 1

This zone encourages small infill housing, especially “missing middle” housing building types. The zone protects the fine-grained, residential character of historic neighborhoods.

Current zoning: R-18 Multi-family Medium and R-8 Single Family High, Small – Lot

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Townhouses</li> <li>▪ Duplex/triplex/fourplex</li> <li>▪ Cottage housing</li> <li>▪ Detached houses with ADUs</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 35 feet</li> <li>▪ <u>Minimum residential density: 10 dwelling units/acre except as allowed with director waiver</u></li> <li>▪ <u>No maximum density</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ Parking provided on alley (if present)</li> <li>▪ Reduced minimum</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Medium density residential</li> <li>▪ Low-density residential</li> <li>▪ Small <u>cultural uses commercial</u>-(conditional)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Most non-residential uses</li> <li>▪ Drive-throughs</li> <li>▪ <u>Parking lot</u></li> </ul>

## Development Examples



Figure 15. L-R: modern duplex; townhouses; ADU in Seattle, WA

# Middle Housing 2

This zone encourages infill housing, especially “missing middle” housing building types and small low-rise apartments. Commercial is not allowed except as a ground floor element of a mixed use building located along an arterial street, and is limited to uses that serve the immediate needs of the neighborhood.

Current zoning: R-18 Multi-family Medium, R-8 Single Family High, Small – Lot, and R-6.5 Single Family High

## Building Form

Expected Building Types	Development Standards	Parking
<ul style="list-style-type: none"> <li>▪ Townhouses</li> <li>▪ Duplex/triplex/fourplex</li> <li>▪ Small apartments</li> <li>▪ Cottage housing</li> <li>▪ Walk-up apartments</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maximum height 45 feet</li> <li>▪ <u>Minimum residential density: 10 dwelling units/acre except as allowed with director waiver</u></li> <li>▪ <u>No maximum density</u></li> </ul>	<ul style="list-style-type: none"> <li>▪ Reduced minimums</li> </ul>

## Land Use

Allowed Uses	Prohibited Uses
<ul style="list-style-type: none"> <li>▪ Medium density residential</li> <li>▪ Low-density residential</li> <li>▪ Small commercial <u>on ground floor of mixed use building located along an arterial street</u> (conditional)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Most non-residential uses</li> <li>▪ Drive-throughs</li> <li>▪ <u>Parking lot</u></li> </ul>

## Development Examples



*Figure 16. L-R: modern six-plex in Seattle, WA; traditional small apartment building in Seattle, WA; Townhouse in Seattle, WA*

# 3<sup>rd</sup> Street Character Area

This overlay places design standards along either side of 3<sup>rd</sup> St between Alder Ave and 47<sup>th</sup> Ave NE to promote building design consistent with existing character.

Current Zoning: R-8 Single Family High, Small – Lot

Design standards should address the following elements to maintain a historic character:

- Peaked/gable roofs
- Parking in rear on alley
- Front yard set back
- Traditional materials
- Window design



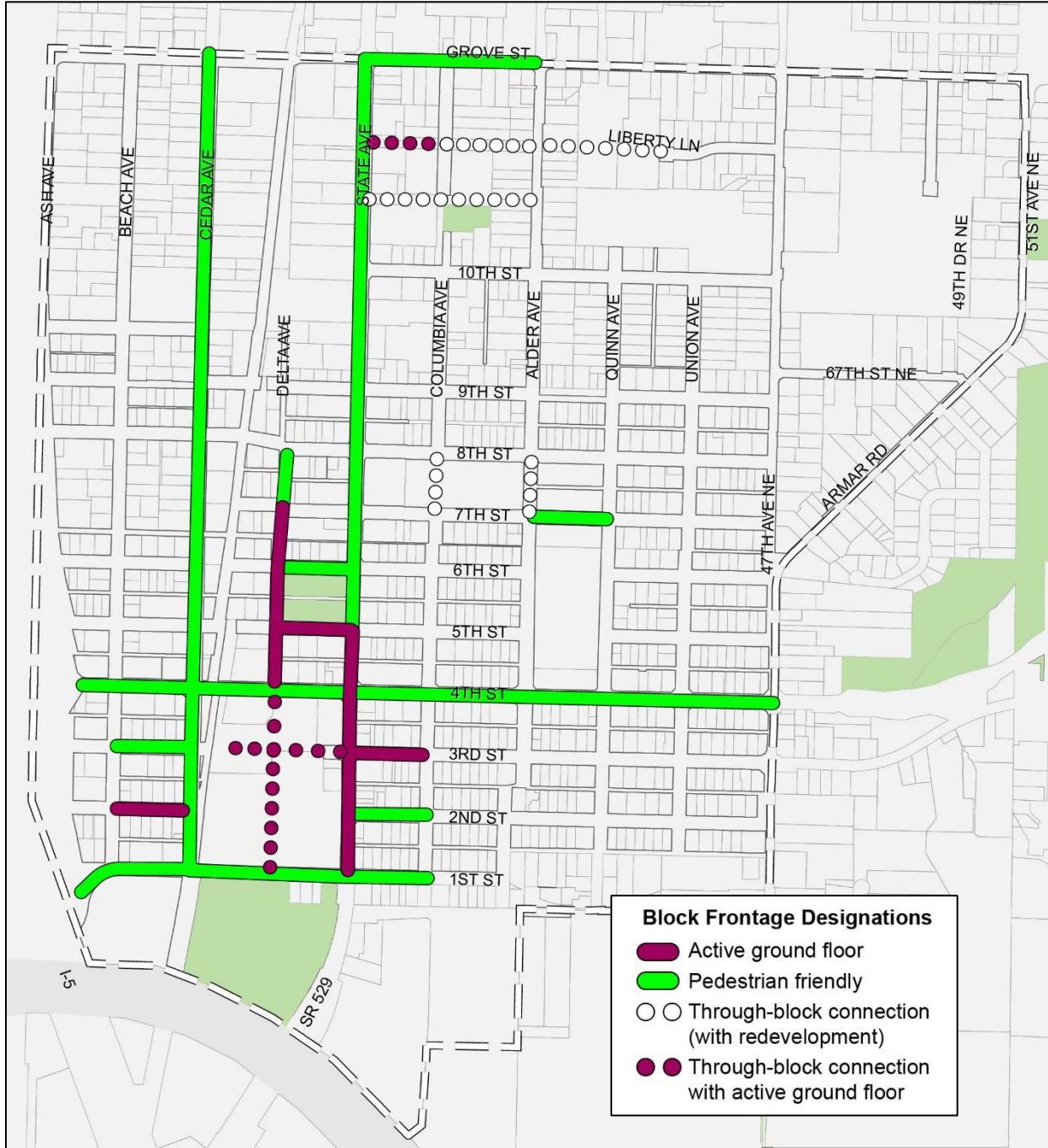
**Figure 17.** Sample guidelines for a corner lot triplex that emphasize traditional Pacific Northwest architectural characteristics and an active relationship with the street

## Recommendations

- LU-1 Apply form-based code to new zones as shown in Map 3.
- LU-2 Apply design guidelines promoting traditional/historic residential character to the 3rd St Character Area.

# Street Designations

Map 4. Street designations and through-block connections



## Block Fronts

The design and orientation of new buildings should foster vibrant neighborhood centers. To accomplish this, alongside form-based zoning updates to create mixed-use, transit-oriented neighborhoods, Marysville should designate certain streets (existing and future at conceptual locations as identified in Map 4) as:

- **Active Ground Floor.** These streets provide a comfortable and engaging experience for people on foot. They feature active ground floors (restaurants, small offices, building lobbies, fitness, retail, artisan manufacturing, etc.) with frequent building entries, ~~16~~8-foot sidewalks with comfortable space for walking and outdoor dining, and street trees. Active ground floor streets are designated in limited areas to concentrate pedestrian activity and help create more vibrant urban character.
- **Pedestrian Friendly.** These streets create comfortable and safe paths that connect important destinations. They feature wide (8 or 12-foot) sidewalks, street-fronting buildings that may or may not have active uses at ground floor, and street trees. An 8-foot sidewalk is required when the landscape block frontage standards are pursued for properties with a pedestrian-friendly block frontage designation. A 12-foot sidewalk is required when the active ground floor block frontage standards are pursued for properties with the pedestrian-friendly block frontage designation. Ground level residential units along pedestrian friendly streets should have direct street access. Eight (8) feet of sidewalk width shall be located within the public right-of-way with the additional sidewalk width located on private property within a public easement.

These streets will play a critical role in the public realm of downtown Marysville, providing for public gathering places, cafes, bars, fitness, ground floor work spaces that interact with the street, and comfortable places to stroll, wheel, bike, linger, play, and rest.

## Through-Block Connections

A foundation of a walkable urban environment is a well-connected street grid. Marysville's downtown benefits from such a grid, especially in the historic core; however, in the north part of the downtown master plan area, large blocks and few east-west connections make it more difficult to access amenities and transit near State Ave. New through-block connections should be created in locations specified on Map 4 as adjacent parcels redevelop.

## Recommendations

- LU-3 Designate Active Ground Floor and Pedestrian-friendly Streets as mapped on Map 3 as part of the new form-based code.
- LU-4 Apply block front design standards to the existing and future streets identified in Map 3 (locations conceptual for future through-block connections). Designations should:
- a. Require frequent entries (e.g., every 30 feet) and adequate transparency (windows) to foster a lively street and ensure space for small businesses.



- b. Require commercial ground floors on active ground floor streets, while being flexible to allow a range of viable uses (e.g., cafes/restaurants, bars, fitness centers, coworking and cooperative spaces, artisan/small workshops/light manufacturing).
- c. Allow commercial or residential uses (where future zoning allows) on the ground floor of active ground floor streets.
- d. Encourage flexible ground floor layouts that accommodate small and growing businesses, as they expand and contract, accounting for creative models like condos and co-ownership.
- e. Require commercial ground floors to accommodate a range of business and arts uses (e.g., high enough ceilings for a restaurant's ventilation system).
- f. Set maximum retail size limits (except for grocery and hardware) or average storefront area or depth to ensure a diversity of sizes.
- g. Disallow surface parking lots along primary streets and limit it along secondary streets to side/back/beneath buildings with proper screening.
- h. Include wayfinding for pedestrian and bicycle routes.

LU-5 Apply through-block connection standards to new downtown zones to require easements or right-of-way dedication at the designated locations to create routes usable to pedestrian, bicycle, and vehicular traffic where noted on Map 4.

# Housing

This section assesses the current status of housing downtown and provides recommendations to achieve the number and type of units desired, including affordable housing. It builds on the zoning proposals section above and add details about housing-specific outcomes.

## Status of Downtown Housing

The proposed downtown master plan area currently has 677 single family detached houses, 570 apartments/condominiums, and about 250 duplexes, triplexes, and fourplexes. Housing is dispersed throughout the study area but is the predominant use in the eastern part of the subarea, where historic residential neighborhoods include a mix of detached houses and other building types. Housing production in this area peaked in the 1960s-70s, with minimal development activity in the past two decades.

Dwelling Type	Acreage	Parcels	Units
Single Family Detached Houses	127.3	618	677
Duplex	10.2	46	95
Triplex	2.5	12	42
Quad	6.1	24	96
Multifamily	29.4	38	494
Condominium	4.30	9	76
Total	179.9	747	1,480

**Figure 18.** Residential property in study area, by acreage and parcel count. Sources: Snohomish County Assessor, 2020; BERK, 2020.

## Single Family Detached Houses

There are 618 single family parcels in the study area, located throughout the district, and totaling 71% of residential acreage. When adjusted for lot size, single family homes within the study area average about 10% lower in value than homes in Marysville overall. Raw land in the downtown neighborhoods is relatively valuable – for almost 95% of single family detached houses the value of the land is greater than the improvement value (the value of structures and site improvements), indicating potential for redevelopment.



*Figure 19. View looking north up Union Ave, starting at 5<sup>th</sup> St. Image: Google Maps*

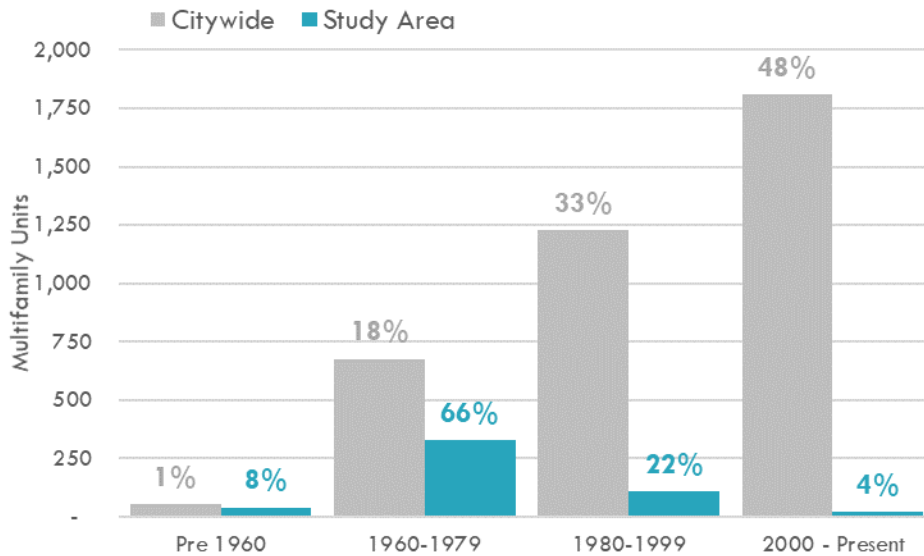
## Multifamily Housing

There are 494 units of multifamily housing within the study area. Multifamily buildings in the study area are low-rise styles, up to 3 stories in height, ranging from 2 to 54 units. Most multifamily units are in buildings built in the 1960s and 1970s. There have only been two multifamily developments in the current Downtown Master Plan boundaries within the past 20 years (2000-2020): one 6-unit building built in 2002 and a 12-unit income-restricted affordable housing development constructed in 2009. Rents within the study area are lower than in the city overall, likely influenced by the age of the buildings.



*Figure 20. Properties south of Grove St on 47<sup>th</sup> Ave Northeast, Image: Google Maps*

*Figure 21. Multifamily units by year built, Marysville and study area (% Total). Sources: Costar, 2020; BERK, 2020.*



# Housing Strategy/Desired Outcomes

To provide walkable, sustainable housing options, increase business viability, and add diversity to Marysville’s housing stock, this plan supports increased residential development downtown. New housing built near transit stops will reduce automobile dependence and increase Marysville’s downtown economic vitality. New homes in established neighborhoods, with excellent walking conditions and nearby amenities, will be places for both homegrown Marysville families and new families.

## Housing Incentive Programs

Marysville has several existing programs to incentivize production of affordable and market rate housing downtown:

- Multifamily Housing Property Tax Exemption, Chapter 3.103 MMC: Applies to 2009 Downtown Master Plan study area that is smaller than the study area defined for the Downtown Master Plan Update. The City is proposing to expand the boundary to correspond with the Downtown Master Plan Update boundary and reduce the minimum size of the multifamily development from twenty to ten units in order to qualify for the tax exemption.
- Residential Density Incentives, Chapter 22C.090 MMC, for R-18, MU, and GC zones, e.g. 1.5 bonus units and 30-60 units per five acres for low-income or senior housing, respectively
- Affordable and Supportive Housing Sales Tax Credit Fund, Chapter 3.105 MMC, that identifies funding for acquiring, rehabilitating, or constructing affordable housing, or operations and maintenance costs of new units of affordable or supportive housing, or providing rental assistance to tenants
- These programs should be expanded to cover the new proposed Downtown Master Plan area.

## Anticipated Housing Production

With proposed zoning changes, and following City investment in parks and infrastructure, and regional transit investment, housing production is likely to increase in several areas:

- **State Ave Corridor/Downtown Core zone.** Multi-story apartments in the State Ave corridor will become more feasible with the relaxation of ground-floor retail requirements and some parking minimums. The minimum density of 45 dwelling units per acre means that new apartments will likely be at least three stories.
- **Midrise Multifamily zones.** New medium density residential zoning along 1<sup>st</sup> St, 4<sup>th</sup> St, and at the Totem Middle School site will allow midrise apartments without ground floor retail requirements. The minimum density of 45 dwelling units per acre means that new apartments will likely be at least three stories.
- **Missing Middle.** New “Middle Housing” zones in the downtown residential neighborhoods will allow small multifamily building types like duplexes and townhouses. New homes will be added incrementally to the neighborhood over time.

# Recommendations

- LU-6 Adopt proposed zoning changes to allow a wider range of housing types.
- LU-7 Expand the Multifamily Housing Property Tax Exemption (MFTE) area to cover the proposed Downtown Master Plan area. Also see Multifamily Housing Property Tax Exemption (page 52).
- LU-8 Explore residential density or height incentive programs for new proposed zoning classifications.
- LU-9 Continue using the Affordable and Supportive Housing Sales Tax Credit Fund for acquisition, rehabilitation, and construction of affordable housing; operations and maintenance costs of new affordable or supportive housing units; and rental assistance provisions to tenants.

# Redevelopment

This section includes recommendations to achieve the type of development desired beyond zoning changes, particularly at Town Center, waterfront properties, and the block just south of Comeford Park. It describes completed or potential future public realm designs and incentives to spur desired redevelopment.

## Potential Redevelopment Sites Vision

### Tier 1/Short-term Opportunities

#### Waterfront

The parcels between 1st St and Ebey Slough represent dramatic and enticing development opportunities. Marysville is actively inviting redevelopment in two phases (see Appendix E: Invitation to Submit Qualifications: Ebey Waterfront – Housing and Retail Development Opportunity and the 5-year [Waterfront Strategic Plan](#)):

1. **Phase 1.** A 15-acre site at the southeastern plan boundary including the City’s Public Works yard, former Crown Mill property, and portions of residential properties acquired for the 1<sup>st</sup> St Bypass project.
2. **Phase 2.** A 4.5-acre City-owned former mill site bounded by I-5 and the BNSF railroad corridor.

Both sites front directly on Ebey Slough. The Ebey Waterfront Park and planned expansion (which includes an entertainment venue), the Ebey Waterfront Trail and connection to Centennial Trail, waterfront views, proximity to Old Town (historic 3<sup>rd</sup>/2<sup>nd</sup> streets) and Town Center commercial activity make this an amenity-rich area.

With redevelopment, the waterfront properties would transform into a vibrant place with quality housing with an emphasis on affordability options; unique retail, institutional, and/or commercial spaces; entertainment venues; and waterfront trails that change the legacy of a working waterfront into a publicly accessible recreation and community waterfront. Showcasing the environmentally significant Ebey waterfront and Qwuloolt estuary through connected open spaces and viewpoints; providing places for socializing; and fostering a unique sense of place through local businesses, public art, and quality design are major goals from the Waterfront Strategic Plan.

Residential, office/institutional/commercial, and recreational uses are likely to be drawn to the riverfront amenity, park activities, and proximity to highways and transit. The 2009 DMP waterfront redevelopment vision is still relevant; however, the City is expanding Ebey Waterfront Park westward as shown in Figure 23. The blue outline in Figure 22 marks this area.



**Figure 22.** Waterfront redevelopment vision



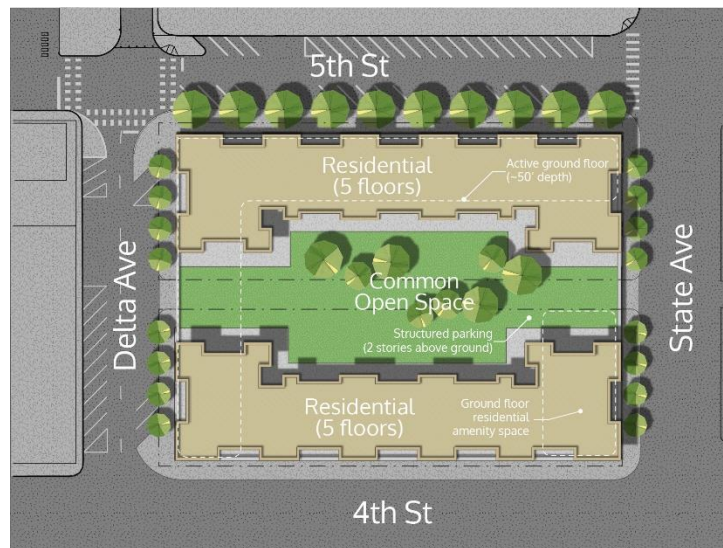
**Figure 23.** Ebey Waterfront Park expansion concept

The drawbacks of the waterfront properties include the freeway, highway, and railroad corridors trisecting the riverfront and producing noise and a sense of intrusion. While residential development will probably be a dominant use, the units will need to be designed to orient away from the intrusions. Also, it is unlikely that residential uses will locate near the wastewater treatment plant. The City’s Shoreline Master Program encourages mixed-use development in the area.



## Comeford Park Mixed Use Site

The block south of Comeford Park, bounded by Delta Ave, 5<sup>th</sup> St, State Ave, and 4<sup>th</sup> St, shows development potential with existing assets, recent City investment, interested property owners, and some City ownership. Comeford Park, the community center, and the new Civic Center and Delta Ave woonerf make this area one of the most pleasant in downtown. The park itself is a classic city “green” with trees, play areas, lawn, iconic water tower, and new spray park. A new *Swift* BRT station will likely serve the 4<sup>th</sup> St/Comeford Park area starting in 2027/28, connecting the area to Everett and the region. The site’s central location within downtown makes it within walking distance of the waterfront and Ebey Park and Trail, Old Town, Town Center, Asbery Field, and the Beach Ave neighborhood.



**Figure 24.** Example Comeford Park site mixed use redevelopment

The vision for this block includes residential and commercial uses in one or multiple buildings. The ground floors facing Delta Ave and Comeford Park (5<sup>th</sup> Street) would include active uses, such as restaurants, coworking spaces, artisan manufacturing, and micro-retail. A residential amenity space may anchor the 4<sup>th</sup> St and State Ave corner. The public alley may be vacated in exchange for public benefits like affordable commercial space, affordable housing, or improved outdoor seating areas. The additional residences and businesses on the block would enliven the park and woonerf.

The 4<sup>th</sup> St and State Ave pedestrian environments are currently challenged by narrow sidewalks next to heavy traffic. With redevelopment, wider sidewalks and street trees would improve the human experience. In addition, an improved pedestrian crossing of 4<sup>th</sup> St and Delta Ave will provide an important connection to the waterfront if Town Center redevelops.

## Tier 2/Long-term Opportunities

### Town Center

Located between 4th St, 1st St, State Ave, and the railroad tracks, the Town Center Mall provides the bulk of shopping opportunities in the downtown, and is the only place in the study area that features large footprint retail (50,000 SF and up) buildings that are necessary for a super market or department store. While it is not expected that the Town Center Mall will redevelop in the near term, competition from online and outlying retailers, general depreciation of the current buildings, new mixed use development opportunities, capitalizing on the City's nearby park and infrastructure investments, and expiration of existing long-term leases may induce the owners to consider redevelopment in the future.



*Figure 25. Mixed use redevelopment vision for Town Center*

The 2009 DMP envisioned a mixed-use lifestyle center (like U-Village in Seattle) with a reconnected street grid and central open space. The illustration incorporated daylighting of Lost Creek, which would physically and symbolically reconnect Town Center to the lagoon at the former Geddes Marina and the waterfront. This plan updates the vision to maintain a central open space, but due to high archeological risk factors and potential expense, removes the creek daylighting as a required aspect. It is still encouraged if feasible. Also, retail trends have changed dramatically since 2009. Town Center may redevelop with some retail, such as grocery, but other types of commercial uses are expected.

Town Center would most likely redevelop as a whole due to property ownership patterns. However, an alternative scenario could include shorter-term infill development on existing surface parking lots and smaller parcels. This would have the benefit of maintaining existing uses and functions like the grocery, while also seeing street connectivity improvements on any part redeveloping. Infill development would be challenged by having to provide parking for both its new uses and the remaining mall uses. To allow for infill development, this zone should allow horizontal mixing of uses.

## Totem Middle School

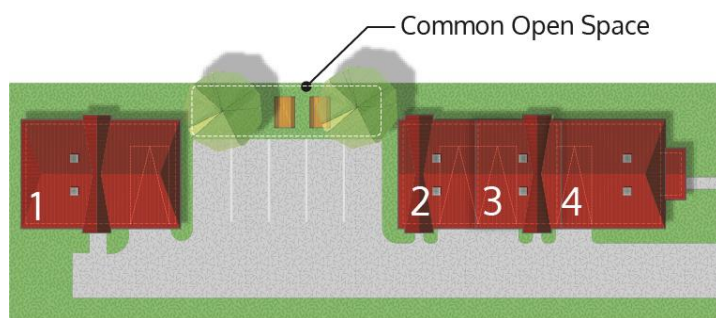
Totem Middle School is near the heart of downtown Marysville, located on State Ave, just two blocks from the future Civic Center. The school is operated by the Marysville School District, but its buildings are aging, and the district operates another middle school just a half mile away to the northeast. In the long-term, and pending funding, the school district may consolidate middle schools at the Marysville Middle school site, which is less constrained. The Totem Middle School campus occupies 7.2 acres in the core downtown area, with excellent access to transit and amenities.

If this site became available to real estate development, it could support mixed-use 5-7 story buildings near State Ave, and mid-rise apartments and townhouses east of Columbia Ave. This would provide a substantial increase to the downtown population and a boost for local businesses. The Columbia and Alder Ave street grids would reconnect with streets designed primarily for people that also allow slow-moving vehicles.

## Middle Housing Redevelopment

Revised zoning in the neighborhoods around downtown to allow “middle housing” would encourage investment in compact, relatively affordable homes within walking distance of downtown amenities and transit stops. Middle-density housing – such as townhouses, duplexes, cottage housing, and small apartments – was traditionally a part of American neighborhoods prior to the 1950’s. The neighborhoods east and north of downtown already have buildings of these types, some of which date from before modern zoning ordinances. Middle housing types are at a similar scale as single-family detached housing, but because most middle housing types share walls and don’t take up a whole lot, they are cheaper to build and more energy efficient than free-standing houses.

Current parking and access requirements are challenging for this scale of development, especially for parcels that do not abut alleys. The City should consider reducing minimum parking requirements and potentially required driveway widths to increase feasibility and reduce impacts to the human experience along residential sidewalks.



*Figure 26. Sample townhouse site plan on a typical north downtown lot showing modestly reduced parking and driveway requirements*

# Encouraging Redevelopment

## Parking Minimums

Most cities in the United States apply minimum parking standards to new development to ensure adequate off-street parking is available given the expected use. Because surface parking has significant space requirements and structured parking is expensive to construct, parking minimums have a powerful impact on development feasibility. In some cases, when parking minimums are set higher than actual demand, parking minimums can reduce or prevent real estate development.

In recent years, parking minimums have attracted the attention of state legislators who have reduced the amount of parking that cities can require in places served by frequent transit service for residential uses. Passed in 2019 and 2020, HB 1923 and 2343 placed limits on how much parking cities can require for senior housing, income restricted housing, and market-rate housing near frequent transit in RCW 36.70A.620.

Minimum parking requirements should be reduced in areas where development is most desired. See Proposals for more.

## Multifamily Housing Property Tax Exemption

Multifamily Housing Property Tax Exemption (MFTE) is a program that allows property owners or developers in a prescribed area to forgo property taxes for a set period of time in exchange for providing market-rate or affordable rental units. This program helps to stimulate housing production by making it more financially feasible for developers to create new housing.

Marysville's MFTE program currently applies to projects with 20 or more units falling within the 2009 DMP boundary. The property tax exemption lasts 8 years for market-rate units or 12 years if 20% of units are affordable to low- or moderate-income households (unless owner-occupied, then 20% moderate-income is allowed). The program should be expanded to cover the multifamily and mixed-use zones in this plan's study area. In addition, the City should reduce the minimum unit threshold for MFTE eligibility so that smaller-scale projects are eligible.

## Ground Floor Retail Requirement

The current Downtown Commercial zone requires ground floor commercial anywhere that multifamily units are proposed with a limited exception for disability-accessible units located to the rear of buildings. Though beneficial for maintaining commercial affordability, this can challenge development feasibility and, in some conditions, result in vacant ground floor space. Focusing active ground floor requirements along key streets allows for some residential-only buildings, which tend to be more financially feasible than vertically mixed-use buildings, especially those with extensive commercial ground floors. In addition, opening up “commercial” to mean a wide range of artisan, coworking, and small manufacturing uses in addition to the traditional retail and restaurant street-level uses would allow flexibility for changing market trends and support a vibrant, diverse downtown.



Anthem Park (Source: MAKERS)



University Village (Image base source: Google Maps)

Figure 27. Horizontal mix of uses

## Middle Housing

New zoning classifications proposed in this plan would eliminate barriers to middle housing production in the residential neighborhoods of downtown. The proposed Middle Housing 1 and Middle Housing 2 zones would allow more housing types than are currently allowed under either the R-8 or R-18 zones and remove dwelling unit density provisions. To best optimize these zones, the City should also consider reducing parking and access requirements to maximize the site and reduce the impact of spaces designed for automobiles.

## Planned Action EIS Expansion

This plan’s associated Supplemental Environmental Impact Statement (SEIS) analyzes environmental conditions, potential impacts, and mitigation measures proposed for this study area. A Planned Action SEIS performs an upfront, detailed, comprehensive environmental analysis for the study area. By providing this analysis during the planning process, individual projects do not have to do extensive SEPA analysis and are exempt from SEPA appeals, thereby streamlining permit review and reducing legal risks to individual projects. It can reduce development costs and attract development.

This DMP update expands the Planned Action area to this plan’s study area. The Planned Action Ordinance should outline mitigation commitments and requirements.

## Unique Identity and Sense of Place

A variety of small local businesses, waterfront location, wealth of parks and cultural institutions, human-scale grid pattern in many areas, and range of neighborhood centers with different foci (e.g., historic main street, Opera House, Civic Campus, Waterfront, residential/commercial Beach Ave neighborhood) bolster Downtown Marysville’s unique sense of identity. To continue building Marysville’s image and storyline, public and private investment should all work toward a common goal of places that are “unique, eclectic and artistic that highlight the resilient, independent, and authentic character of the community and its residents” (2021 [Waterfront Strategic Plan](#), p 11). This includes updating design standards (see Zoning Proposals and Street Designations recommendations); supporting local, independent businesses (see Displacement Prevention for affordable commercial space strategies); and integrating public art and unique wayfinding into streets, trails, parks, and places.

## Recommendations

- LU-10 Continue promoting development sites and seeking partners (e.g., Port, Tulalip Tribes). Market recent investments—Ebey Waterfront Park expansion, Civic Center, Delta Ave woonerf, 1<sup>st</sup> St Bypass, 1<sup>st</sup> and 3<sup>rd</sup> St LID/beautification, and other nearby street improvements to spark interest.
- LU-11 Actively facilitate a few catalyst projects (e.g., the block south of Comeford Park) to gain momentum and demonstrate rent capabilities while also preventing displacement (see Displacement Prevention on page 55). Also see the [Waterfront Strategic Plan](#)’s catalyst projects.
- LU-12 To improve development feasibility, remove the ground floor commercial requirement for multifamily buildings and instead focus the active ground floor requirement on key streets (see Street Designations on page 39). Include a wide range of allowed commercial uses.
- LU-13 Expand the MFTE boundary to include the DMP study area’s residential and mixed use zones.
- LU-14 Reduce the MFTE unit threshold from 20 units to 10 units so that smaller projects can receive the tax benefit.
- LU-15 Reduce minimum parking requirements where development benefits from transit investment and proximate resources and amenities.
- LU-16 Market the benefits of the Planned Action SEIS such as reduced SEPA review and risk for developers.
- LU-17 Consider reducing required driveway widths for middle housing types.
- LU-18 Create an Arts Policy and integrate public art into public buildings, parks, and the public realm.

# Displacement Prevention

Marysville envisions transformational redevelopment to achieve a lively, attractive downtown. However, downtown is already rich with a diverse range of small businesses and non-profits and many residences. Preventing or minimizing small business, nonprofit, and residential displacement will be important for serving Marysville's existing community and maintaining integrity to its roots.

Because of this plan's recommendation to reduce ground floor commercial requirements to a few key streets, paired with the vision for extensive redevelopment, maintaining affordable commercial space is of concern. As shown in the Assets list (page 6), downtown has businesses and service organizations making use of small, affordable commercial spaces. They are important for building and maintaining a sense of community and belonging, adding vibrancy to the public realm, and attracting locals and visitors. Around the region, as these kinds of places redevelop, existing businesses and organizations struggle to find comparable places with rents that work for their business model. Encouraging redevelopment to provide affordable commercial space, and considering business relocation needs and assistance, will be important to supporting Marysville's community.

Residential displacement, though a risk, is slightly less of a concern because of the overall large increase in units. However, the region is generally failing to meet its need for housing for extremely low-income households. See Housing Strategy/Desired Outcomes (page 45) for ways to encourage housing production and the range of housing types needed.

## Recommendations

- LU-19 Alter development standards and allowed uses in Old Town (3<sup>rd</sup>/2<sup>nd</sup> St) to minimize displacement of existing commercial space and maintain the transition between the Town Center site and existing residential neighborhoods.
- LU-20 Apply building design standards to require a "flex shell" ground floor that is ready-made to accommodate small, start-up, microbusinesses, and nonprofits to reduce their initial financing needs. These include frequent entries, transparency, depth or size limits or averages, and ceiling height that accommodates commercial kitchen HVAC and arts uses.
- LU-21 Explore partnerships with quasi-public entities (i.e., the Port and preservation and development authorities) and nonprofits (e.g., community land trusts, business incubators) to creatively expand commercial affordability options.
- LU-22 Consider offering incentives to developers that retain current businesses or offer business relocation assistance.
- LU-23 Develop a first right to return program for businesses and residents displaced by redevelopment.
- LU-24 Consider establishing an inclusionary housing requirement that new mixed-use and multifamily development incorporates affordable housing or pays an in-lieu fee.
- LU-25 Explore additional programs to minimize and/or mitigate displacement of existing businesses, nonprofits, and residences, especially in the Civic Center area.

# 4. Transportation

The transportation network consists of vehicle, bicycle, pedestrian and transit facilities. The recommendations provided for the downtown are intended to help achieve the goals and objectives related to transit, multimodal connectivity, and enhanced street design and streetscape.

Network classifications are one of the key implementation tools establishing priorities for how the transportation system is used and constructed. It is unreasonable and uneconomical to build each street to accommodate every function and user and so priorities must be set. The Functional Classification (i.e., highways, arterials, collectors, and local streets) identifies whether mobility or access to parcels is a priority for each street. The Truck Route Classification identifies routes that should be designed to accommodate regular truck activity. The City already has functional and truck route classifications for the corridors within the Downtown, and these would not change with this DMP. The Travel Context Classification is another tool for identifying whether automobiles, transit, bikes, or pedestrians are the priority for each street. This plan identifies Travel Context Classifications along key facilities within Downtown to support the additional densities proposed.

The following describes the three Travel Context Classifications recommended in this plan:

- **Bike/Pedestrian (Ped) Priority Classification** – The Bike/Ped Priority class emphasizes bicycle and pedestrian mobility over other modes. Posted vehicle speeds would be lower and the number of vehicle lanes would be minimized.
- **Shared Priority Classification** – The Shared Priority class represents corridors where vehicle mobility is balanced with nonmotorized travel comfort.
- **Vehicular Priority Classification** – The Vehicular Priority class emphasizes automobile and transit mobility over other modes. Pedestrian and bicycle facilities are focused on facilitating local access; however, overall non-motorized travel would be more comfortable on alternate parallel routes.



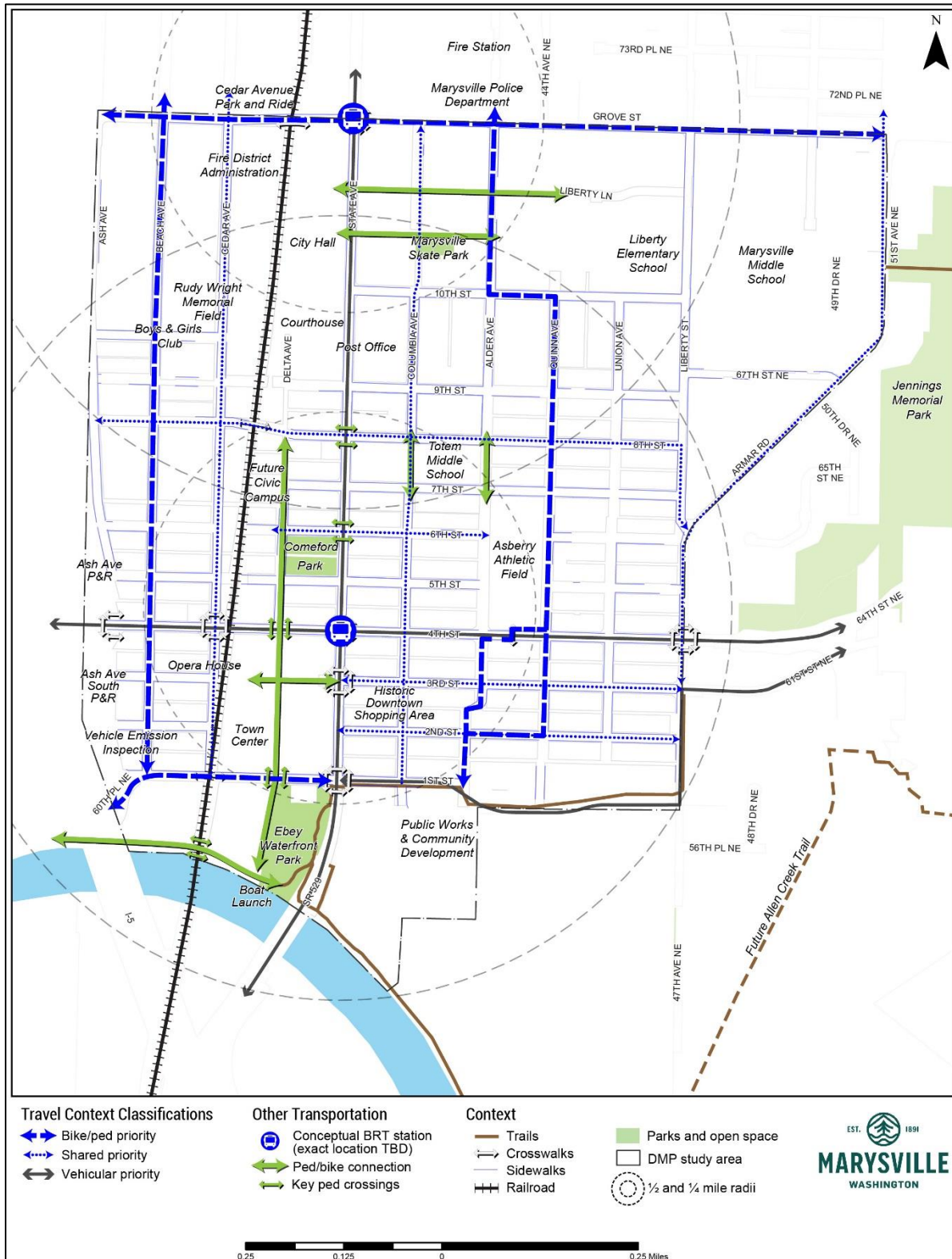
## Travel Context Classifications

Map 5 illustrates the recommended priorities for key corridors within Downtown including:

- Bike/Ped Priority along Grove St, Beach Ave, and Alder Ave–10<sup>th</sup> St–Quinn Ave–2<sup>nd</sup> St–Alder Ave. These streets may provide treatments to deemphasize and slow vehicles along the corridor.
- Shared Priority along Columbia Ave, Cedar Ave, 8th St, 6<sup>th</sup> St, 3rd St, 2nd St, and 47<sup>th</sup> Ave NE–Armar Rd–51<sup>st</sup> Ave NE, facilitating access to activity nodes for all modes. Shared streets may accommodate various treatments such as parking, wider sidewalks, and bicycle lanes (if right-of-way allows).
- Vehicular Priority along 1st St, 4th St, and State Ave. The streets with vehicular priority have the highest traffic volumes, facilitate truck movement, and may accommodate transit and multiple travel lanes.

The street design section provides example cross-sections for downtown streets within these travel context classifications.

Map 5. Transportation Recommendations Map



# Pedestrian and Bicycle

The pedestrian network in downtown is well connected with a gridded system making it easy to walk between destinations. The City requires that new developments construct sidewalks on their internal streets and adjacent frontages. The developer improvements should address safety and security of the sidewalk network by improving lighting and providing pedestrian amenities. Developer improvements will continue to provide for a large portion of the downtown pedestrian system; however, the City may need to address gaps within downtown to provide a connected network. However, the BNSF rail line that runs north-south between Cedar Ave and State Ave creates a barrier to east-west walking and biking.

Pedestrian and bike travel should be prioritized on Beach Ave, Grove St, and Quinn Ave/Alder Ave. Beach Ave and Grove St have bike lanes along portions of the streets and the City has identified adding bike lanes along portions where they are missing. A new grade separated BNSF crossing improvement has also been identified at Grove St, which will help reduce conflicts and delays along Grove St.

Map 5 recommends new or key connections for pedestrians and bikes. The priority connections could feature wider sidewalks, pedestrian-scale lighting, decorative pavement, curb bulbs at intersections, and amenities and bicycle facilities such as bike lanes, shared lanes, or bike routes. As the connections are developed, consideration will need to be given to how crossings are made at the railroad and at vehicle priority corridors or corridors with higher traffic volumes. The City already has a pedestrian signal at Asbery Field along 4th St and is planning a signal along 4th St at Delta Ave. Signal timing to support pedestrian movement across intersections should be considered.

At the south side of the planning area, 60<sup>th</sup> Pl NE/1<sup>st</sup> St is a pedestrian/bicycle priority street that would connect downtown to the area west of I-5, including the Quil Ceda Creek Casino and Hibulb Cultural Center. With a 68-foot right-of-way on 1<sup>st</sup> St and extensive right-of-way under I-5 on 60<sup>th</sup> Pl NE, there is ample space for a buffered, wide multi-use path and two travel lanes. The pedestrian and bicycle facilities may locate on the south side to avoid I-5's structural columns and make use of limited vehicular access points on the south side.



**Figure 28.** 60<sup>th</sup> Pl NE, with the addition of pedestrian and bicycle facilities, would create a key connection from downtown to west of I-5.

# Recommendations

- TR-1 Require new ped/bike connections with redevelopment in the following locations. As possible, seek opportunities to accomplish these through-block connections sooner by acquiring easements or through other methods.
- a. Liberty Lane – East-west connection from the existing Liberty Lane to State Ave.
  - b. Marysville Skate Park – East-west connection between Alder and State avenues connecting through the Marysville Skate Park.
  - c. Totem Middle School Area – North-south connections between 7th and 8th streets on Columbia and Alder avenues.
  - d. Delta Ave – North-south connection between 8th St and Ebey Waterfront Park. The area within the Civic Center campus is being design as a woonerf, which is a shared facility for pedestrians and bicyclist. Delta Ave is also identified for a bicycle boulevard/woonerf as future areas develop south of the Civic Center campus.
- TR-2 4th St pedestrian improvements – At-grade pedestrian improvements to provide a safe and comfortable connection between the Civic Center and the Entertainment District (west of BNSF tracks), Old Town business district (east of tracks) and Ebey Waterfront Park and Trail.
- TR-3 4th St/Delta Ave intersection – Provide a pedestrian crossing on 4<sup>th</sup> St at Delta Ave connecting the Civic Campus and Town Center, such as a HAWK signal.
- TR-4 1<sup>st</sup> St/60th Pl NE bicycle facilities – Add bicycle facilities to complete an east-west connection between downtown and west of I-5.
- TR-5 Ped/bike and shared priority streets – With any redesign of the designated bike/ped and shared priority streets, feature wider sidewalks, pedestrian-scale lighting, decorative pavement, curb bulbs at intersections, appropriate signal timing for pedestrian movement, and amenities and bicycle facilities such as bike lanes, shared lanes, or bike routes. As the connections are developed, consider how crossings are made at the railroad and at vehicle priority corridors or corridors with higher traffic volumes. See Street Design for specific ped/bike recommendations for 8th St, Alder/Quinn avenues, and Armar Rd.

# Transit

## *Swift* BRT

The City will continue to work with Community Transit to improve transit services and develop a convenient, integrated and efficient transit system that supports future growth downtown. Community Transit's *Swift* bus rapid transit (BRT) along State Ave is anticipated in 2027/2028. A one-mile station spacing is desired for *Swift*, and a mix of uses around the station is ideal to maximize ridership. A *Swift* station has been identified at Grove St downtown due to proximity to the existing Cedar Ave park-and-ride and other amenities.

A second station is recommended in the vicinity of 4<sup>th</sup> St. A *Swift* station near 4<sup>th</sup> St would be most centrally located to a mix of uses and within walking distance from the Civic Center campus, waterfront, historic downtown shopping, Opera House, Town Center, and Beach Ave areas. Locations farther north or south are less ideal. A Comeford Park station walkshed would be vastly redundant with Grove St's. A waterfront location would serve a limited area because of the slough and limited developable land to the south.

## Commute Trip Reduction

The City of Marysville has adopted a Commute Trip Reduction (CTR) plan (see Chapter 11.52 of the Municipal Code). The plan establishes goals consistent with the state legislation (RCW 70.94.521) and focuses on major employers located in the city. Strategies focus on transit incentives, ridesharing services, parking management and work scheduling. The DMP could result in additional density, which may reduce reliance on vehicular travel and increase transit and non-motorized use.

Employers in the Downtown should be encouraged to implement Transportation Demand Management (TDM) programs. In addition, residential developers and building managers could also be encouraged to provide a TDM strategy for buildings similar to what is outlined in TR-7.

## Recommendations

- TR-6 Continue coordinating with Community Transit and advocate for the southern station to locate near 4<sup>th</sup> or 3<sup>rd</sup> St.
- TR-7 Facilitate and encourage downtown employers, residential developers, and building managers to implement Transportation Demand Management (TDM) programs. Building strategies may include commuter information, rideshare facilitation, bikeshare promotion, vanpool/carpool spaces provision, and incentive programs such as transit passes.

# Vehicular

The downtown vehicular network is generally well connected; however, the BNSF railroad provides a barrier between Downtown and I-5. Planned improvements such as the new I-5/SR 529 interchange will change travel patterns to and from downtown. In addition, Intelligent Transportation System (ITS) and access management implementation would improve vehicular network efficiency. The City identified the need for ITS in the Comprehensive Plan. ITS improvements such as adaptive signal control (ASC) systems would improve traffic operations at intersections and along corridors in downtown.

Travel demand can be variable and unpredictable, which often outpaces the signal timing plans that are programmed every 3 to 5 years. This can lead to inefficient operation of the signalized intersections resulting in vehicle delays and congestion. ASC seeks to remediate this issue by adjusting signal timing in real-time based on measured vehicle demand. ASC adjusts when green lights start and end to accommodate the current traffic patterns to promote smooth traffic flow and ease congestion. The main benefits of ASC over the conventional time-of-day plans typically include:

- Automatically adapts to unexpected changes in traffic conditions
- Reduces driver complaints and frustration by reducing travel times and increasing arrivals on green
- Improves travel time reliability so commute times are consistent throughout the week
- Reduces congestion and fuel consumption
- Makes traffic signal operation proactive by monitoring and responding to gaps in performance

Access management may also assist in vehicle flow and signal progression along vehicle priority corridors. Access management is achieved by limiting driveway access on major vehicle travel corridors, restricting turns, and limiting traffic signal control to key intersections such that signals are not spaced too close. Corridor access can be managed through landscape medians, curbs, or driveway treatments to restrict turns.

Emerging transportation trends may also change how people and goods travel and transportation systems operate. Transportation-related technology has advanced rapidly over the past decade and will continue to accelerate and create major shifts in transportation within downtown and the region. Technology-related trends that could impact the transportation system include:

- **Autonomous Vehicles (AVs)** – There is a great deal of uncertainty for communities planning for AVs. Over the next 15 years, a portion of the vehicles on the street and highway system could be operating without drivers. It is possible that 30 to 40 years from now all, or nearly all, vehicles will be driverless or will have driverless capabilities in certain situations. The implementation of some of these technologies are likely within the Downtown 20-year planning horizon. Some of the ramifications of these technologies that should be considered are an increase in capacity of streets and highways with AVs able to space closer, changes to how freight is transported, and reduction in cost of operating transit.
- **Curb Space Management and Parking Demand Shifts** – As on-demand and shared ride services change how people travel, the need for off-street parking at places of employment could

decrease, but the demand for curbside areas set aside for loading/unloading activities could increase. The City should manage and prioritize how curb space is used within downtown relative to parking, deliveries, and passenger loading. Curb space management may include having designated areas near businesses for deliveries and passenger loading and time limits for parking. Management may also need to prioritize different modes relative to bicycling, transit, and vehicular; the travel context designations described earlier will help to prioritize the modes.

- **Connected Vehicles** – This technology has the potential to optimize traffic flow as computer systems communicate with vehicles to moderate flow. Cities might look ahead to providing infrastructure as efficient reference points such as light poles to allow for vehicle-to-infrastructure communication.

It remains unclear whether these new technologies (or others) will be implemented by agencies, vehicle manufacturers, and/or related industries. The shifts may be relatively quick (within a decade) or take much longer to develop. Agencies can play a major role in how connected vehicle infrastructure gets implemented, which can lead to better traffic management.

## Recommendations

Recommended strategies to continue to serve vehicular traffic more efficiently and accommodate emerging technologies include:

- TR-8 Continue to evaluate the downtown transportation network as key infrastructure improvements are made, such as the I-5/SR 529 interchange, to understand changes to travel patterns and evaluate capacity and intersection traffic control needs along the downtown streets.
- TR-9 Consider ITS improvements such as adaptive signal control (ASC) systems along major vehicular corridors in Downtown.
- TR-10 Coordinate with Community Transit to integrate transit signal priority (TSP) for the *Swift* line; consider the City's ACS system on State Ave where appropriate.
- TR-11 Manage access along major downtown corridors by restricting turns and limiting traffic signal control to key intersections and consider treatments such as landscape medians, c-curb, or driveway treatments to restrict turns.
- TR-12 Evaluate potential decrease in off-street parking needs with increase in on-demand services and AV, how this parking could be repurposed, and/or how curb space is managed with future development planning.
- TR-13 Consider roundabouts where effective for keeping traffic moving and enhancing safety.

# Street Design

## 8<sup>th</sup> St

### Objective

The 8th St corridor, offering a low-stress environment, would connect:

- Beach Ave bicycle lanes
- 47<sup>th</sup> Ave NE (Liberty St) bicycle lanes
- Alder/Quinn Ave bicycle lanes and neighborhood greenway treatment
- Ash Way Park and Ride for access to express buses

### Existing Conditions

The 8th St corridor is an east-west oriented roadway extending from Ash Ave on the west to 47<sup>th</sup> Ave (Liberty St) on the east. The land use along the street is primarily residential with some commercial properties located between Delta Ave and just east of State Ave. The existing right-of-way is 75 feet wide.

The roadway is generally curbed east of Delta Ave. West of Delta Ave the roadway is uncurbed. Parking on this side of Delta Ave is not controlled and varies between angled and parallel.

8th St serves as one of the few streets that cross the BNSF railroad and, because of that, it serves as an important route for all transportation modes.



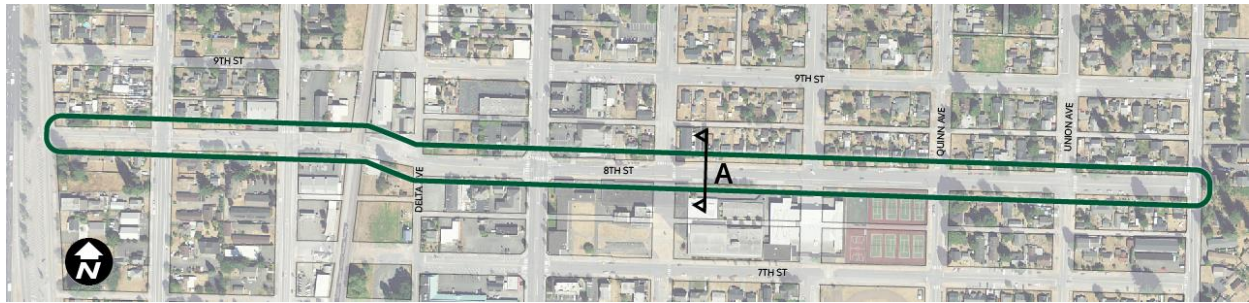
**Figure 29.** 8<sup>th</sup> St west of BNSF mainline tracks



**Figure 30.** 8<sup>th</sup> St crossing of BNSF mainline tracks

Constraints on the right-of-way occur at Delta Ave and east of State Ave at the Totem Middle School. Bus loading occurs at Totem Middle School on 8<sup>th</sup> Ave.



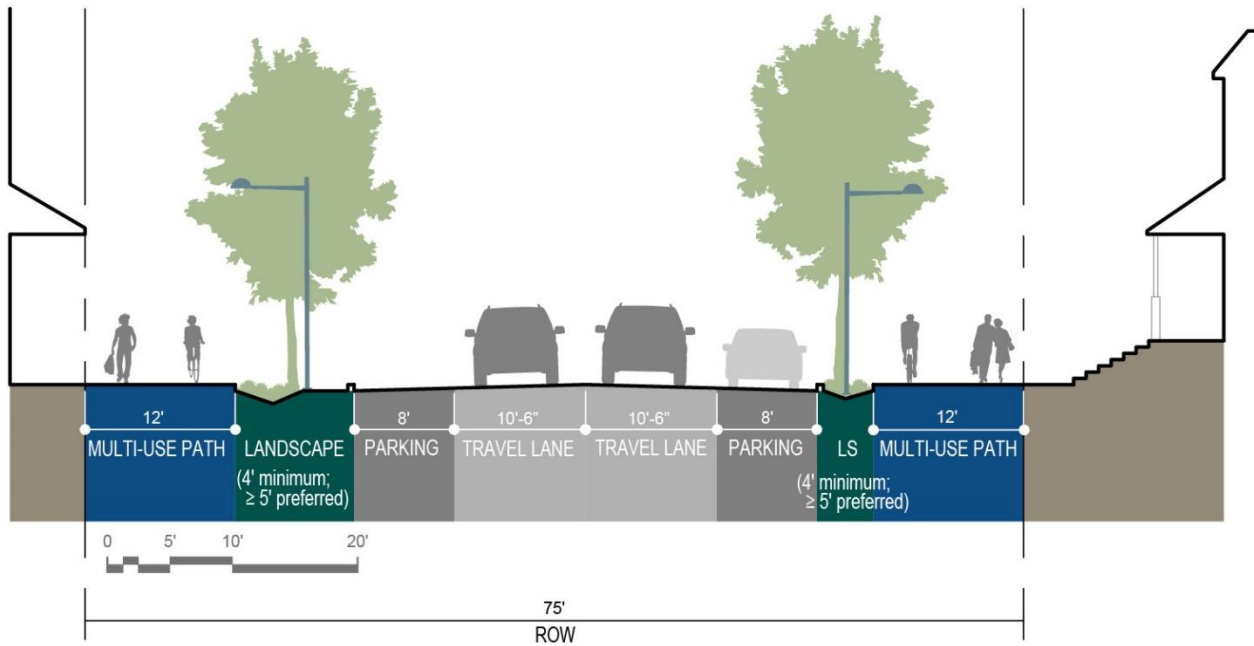
**Map 6.** 8<sup>th</sup> St corridor map

## Approach

The competing demands on this corridor include the desire for a bicycle priority route, middle school students on foot, parking, school buses, as well as general movement of vehicles and goods. To accommodate this, the street concept includes multi-use paths, landscaping, and parallel parking on each side, where feasible.

Multi-use paths will provide a low-stress connection between the bike lanes on Beach and 47<sup>th</sup> Avenues and the bike lanes on Alder Ave. This will require a full reconstruction between at least Delta Ave and Beach Ave. Care should be taken near the BNSF right-of-way to minimize impacts to the railroad and coordinate on any proposals. Bicycle and pedestrian movement following a train passing should be prioritized and space for non-motorized queuing provided.

At Totem Middle School, an interim option could be considered to avoid potential bus parking and loading conflicts with bicyclists. Bicyclists could be directed to use the north side multi-use path for this stretch.



*Figure 31. Proposed cross-section – 8<sup>th</sup> St from Ash Ave to 47<sup>th</sup> Ave (looking west)*

## Recommendations

TR-14 8<sup>th</sup> St bicycle facilities – Design and construct 8<sup>th</sup> St to accommodate multi-use paths, landscaping, and parallel street parking on both sides; bicycle priority features at the BNSF railroad corridor; and, where feasible, natural drainage features.

# Alder/Quinn Ave

## Objective

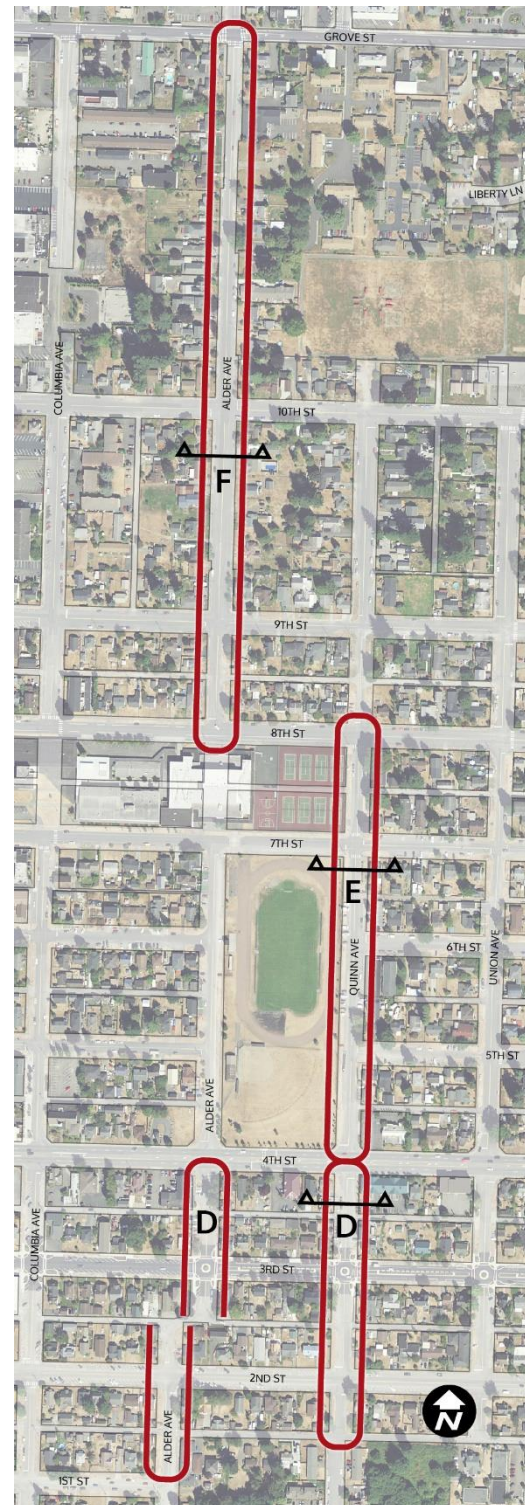
The Alder Ave/Quinn Ave segment is intended to create a low-stress, north-south bicycle and pedestrian connection between the 1<sup>st</sup> St Bypass and Grove St, connecting schools, proposed BRT stations on Grove St and 4<sup>th</sup> St, and the bike facility network north of Grove St. The Alder/Quinn corridor will be the preferred bike corridor paralleling State Ave to the east. This facility complements Beach Ave which serves north-south bike traffic west of State Ave.

## Existing Conditions

The Alder Ave/Quinn Ave corridor is oriented north-south and consists of curbed and uncurbed residential roadways with one general purpose lane in each direction. Bikes are intended to share the travel lane. Sidewalks are provided on some segments and missing in others. On street parking is allowed in most areas with restrictions near intersections. The existing right-of-way width ranges from 48 to 75 feet.

Most of the roadways are low-volume, low speed facilities which lend themselves to lower stress facilities than parallel arterials.

The intersection of Quinn/Alder Ave with 4<sup>th</sup> St is a challenge. A high-intensity activated crosswalk (HAWK) beacon signal is located midblock between Quinn Ave and Alder Ave. Though it works well for pedestrians, its location presents challenges for cyclists because of limited sidewalk width to accommodate cyclists along 4<sup>th</sup> St. Though sidewalks may be widened over time with redevelopment, recent commercial development on the south side of 4<sup>th</sup> St west of Quinn Ave would likely prevent any near-term opportunities for wider sidewalks. Thus, route options are included south of 4<sup>th</sup> St for cyclists to use Alder Ave or Quinn Ave, depending on their destination and desire to backtrack on the 4<sup>th</sup> St to reach the HAWK signal. The 2<sup>nd</sup> St alley also presents some challenges with a narrow right-of-way, but is currently navigable by people walking, biking, and rolling.



**Map 7.** Alder/Quinn Ave bike route

Alder Ave north of 8th St is much wider. This allows vehicles to travel at higher speeds, and is not as attractive to people bicycling as the portions of Alder and Quinn Ave south of 8th St.



**Figure 32.** *Quinn Ave north of 4th St*



**Figure 33.** *Alder Ave north of 8<sup>th</sup> St*



**Figure 34.** *Quinn Ave at 2nd*

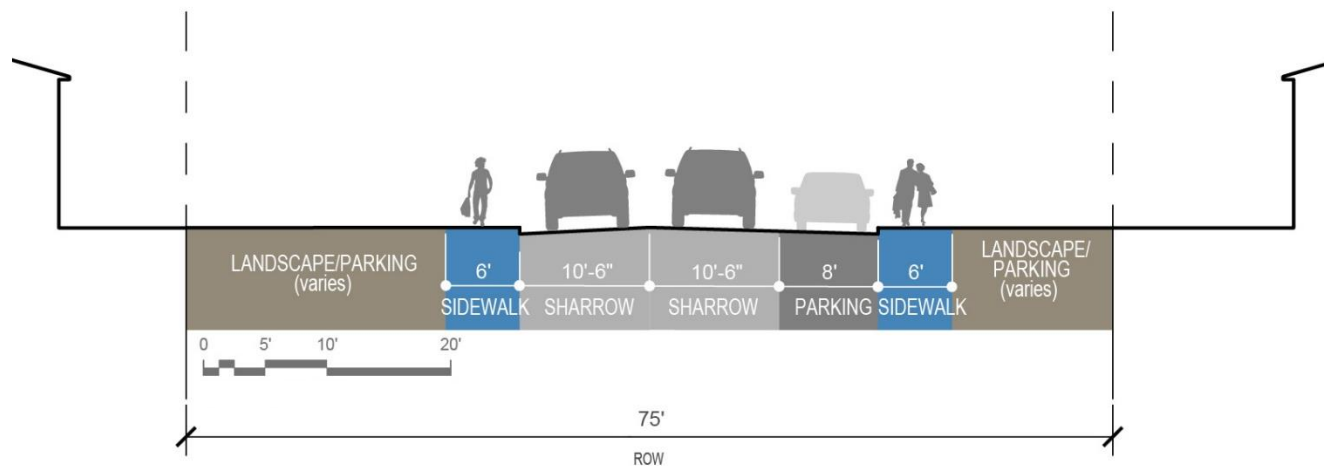


**Figure 35.** *4th St HAWK beacon*

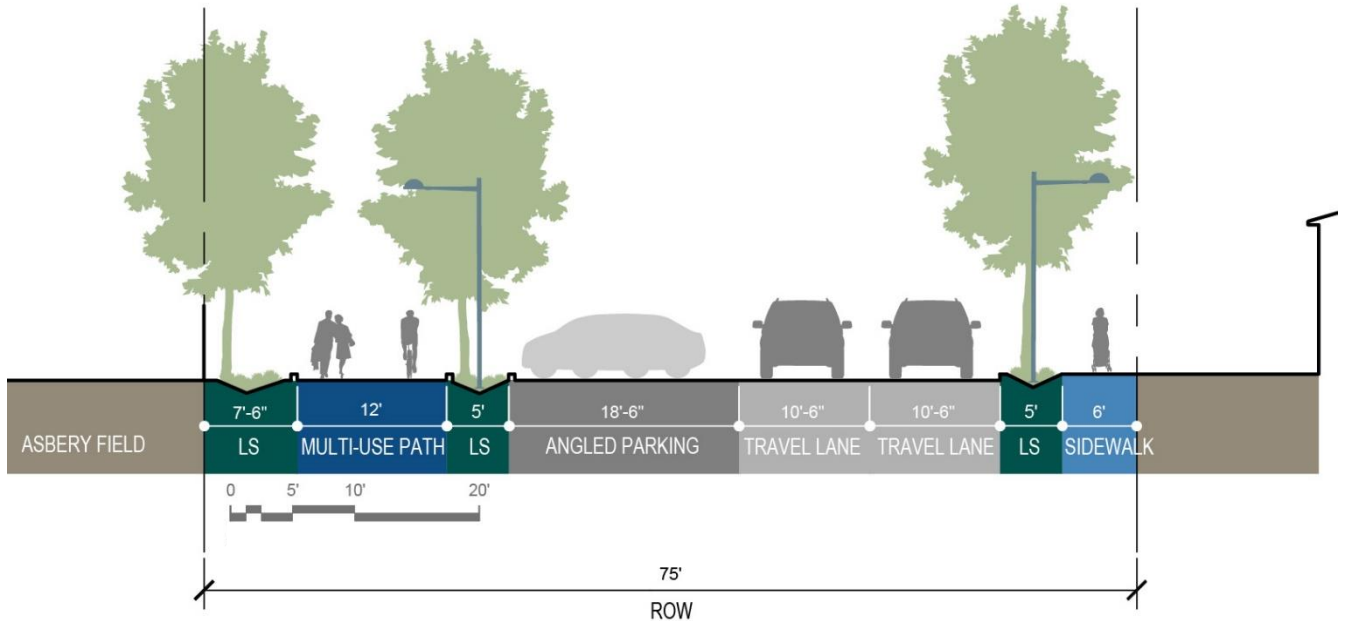
## Approach

To create an attractive corridor for non-motorized users, the corridor would be modified as follows:

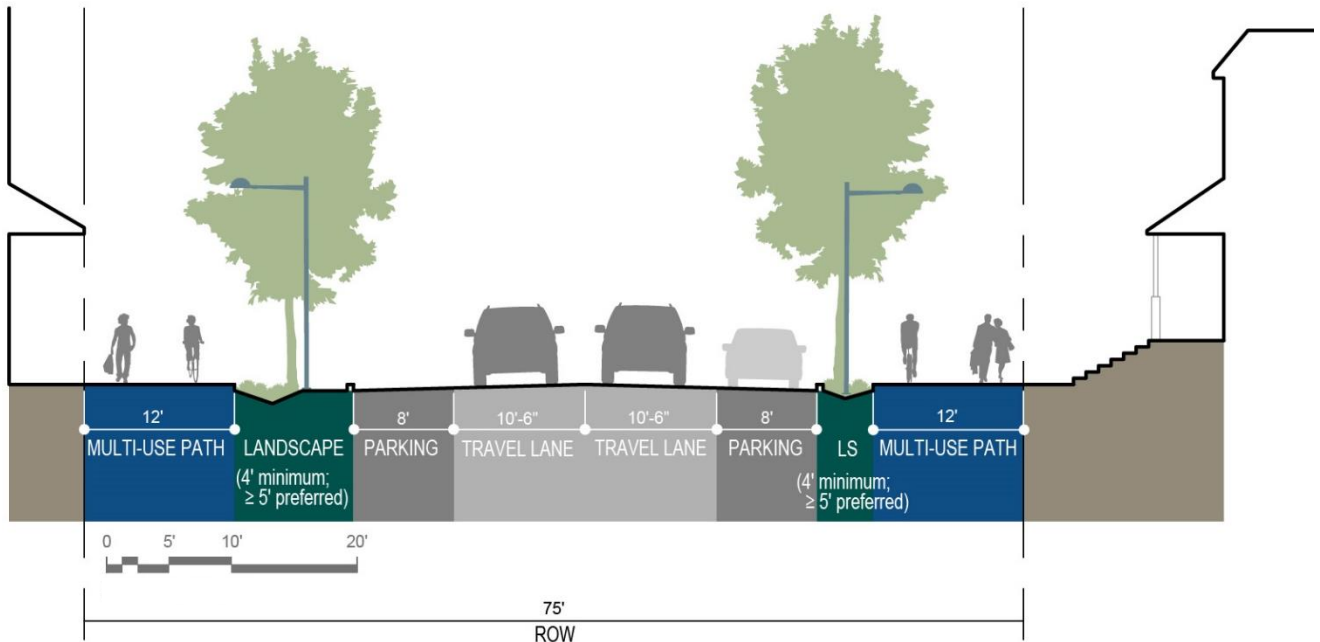
- On 2nd St, the City is finalizing the roadway design to match similar improvements on 3rd St and on Quinn Ave. The addition of designated parking and sidewalks will narrow the roadway resulting in lower speeds.
- Between 4<sup>th</sup> St and 8<sup>th</sup> St, install a multi-use path on the west side, surrounded by landscape strips; angled parking on the west side for Asbery Field visitors; and a landscape-buffered sidewalk on the east side.
- For Alder/Quinn Ave route south of 8th St, add traffic circles or other traffic calming devices like chicanes or speed tables and consider sharrow to signify bicycle priority.
- For Alder Ave north of 8th St, rechannelize the roadway to include a multi-use path, landscape strip, and street parking on both sides.
- For all segments, include natural drainage where possible.
- In the future with any redevelopment of Totem Middle School, a continuous Alder Ave route could be considered, instead of the jog to Quinn Ave.



**Figure 36.** Proposed cross-section D– Quinn Ave from 1<sup>st</sup> St Bypass to 4<sup>th</sup> St (looking north)



**Figure 37.** Proposed cross-section E – Quinn Ave from 4<sup>th</sup> St to 8<sup>th</sup> St (looking north)



**Figure 38.** Proposed cross-section F – Alder Ave from 8<sup>th</sup> St to Grove St (looking north)

Key to the corridor's success as a bicycle and pedestrian travel way will be the treatment of crossings at both 4th St and 8th St. HAWK beacons are optimized for pedestrian use. However, treatments are being developed that may allow someone riding a bike to take advantage of the gaps in traffic created by the HAWK. These treatments are used in Bellingham and Tucson, AZ. In the long-term and in coordination

with WSDOT, relocation could be considered to accommodate a more seamless 4<sup>th</sup> St crossing for cyclists.



*Figure 39. L-R: a rectangular rapid flashing beacon (RRFB); a high-intensity activated crosswalk (HAWK) beacon with bicycle accommodations.*

The crossings of Quinn and Alder Aves at 8th St are more typical of lower volume and speed roadways. Due to the cross-section, a rectangular rapid flashing beacon (RRFB) should be acceptable to enhance the crossing. See the discussion on 8th St for the cross-section.

## Phasing

The Alder/Quinn Ave corridor requires 2<sup>nd</sup> St roadway reconstruction to be in place and a plan for the 2<sup>nd</sup> St alley area prior to formalizing. The 4<sup>th</sup> St crossing challenges should also be considered further, especially when considering potential long-term redevelopment of the Totem Middle School, which would allow Alder Ave to continue the full length of downtown.

## Recommendation

TR-15 Alder/Quinn Ave bicycle facilities – Design and construct street and intersection improvements for the Alder Ave/Quinn Ave corridor per Figures Figure 36, Figure 37, and Figure 38 to accommodate a bicycle boulevard south of 4<sup>th</sup> St, a westside multi-use path between 4<sup>th</sup> St and 8<sup>th</sup> St, and buffered multi-use paths north of 8<sup>th</sup> St; crossings useful to people walking, biking, or rolling; and parking where feasible.

# Armar Rd

## Objective

This project would install sidewalks on both sides of Armar Rd/ 51st Ave NE from 47<sup>th</sup> Ave NE (Liberty St) to Grove St and connect schools and parks along the corridor. This will also connect people to the new BRT station at Grove St.



Map 8. Alder/Quinn Ave bike route

## Existing Conditions

Armar Rd / 51st Ave NE is a north-south curbed arterial road with one general purpose lane in each direction. Bike lanes and on-street parking are provided in both directions. There are discontinuous sidewalks as a result of improvements installed by developments rather than a coordinated public project. The existing right-of-way width ranges from 38 to 58 feet.



Figure 40. L-R: existing cross section; school crossing at 67<sup>th</sup> St NE

Land use along the corridor is primarily residential with both single- and multi-family residences. Marysville Middle School and Liberty Elementary School are located close to Armar Rd, and many students walk along Armar Rd to access these facilities.

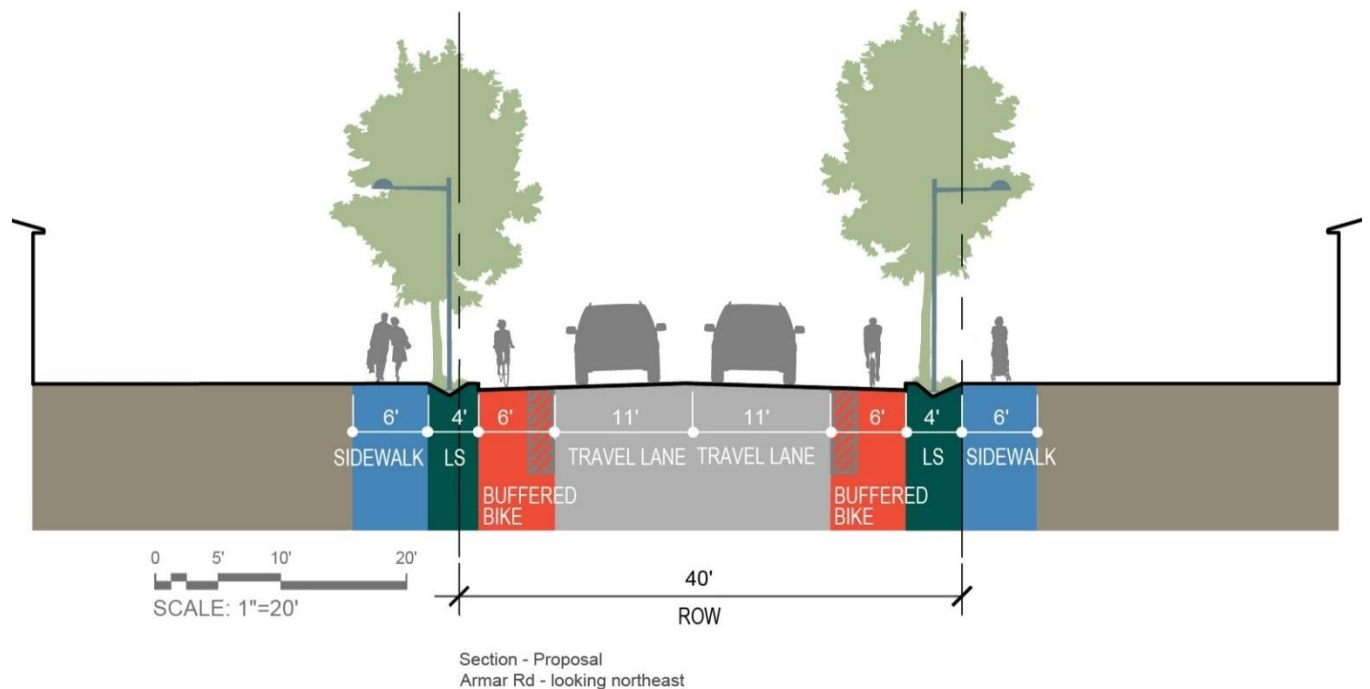


## Approach

The addition of sidewalks would complete the roadway while generally leaving existing curbs in place. The existing cross-section provides for multimodal transportation including both general purpose and bike traffic. Adding a painted buffer to the bike lane and replacing the underutilized parking/walking strips with landscape better protects pedestrians and cyclists and improves the streetscape character.

Major concerns on this project include:

- **Drainage.** The existing curb and drainage system will minimize potential project costs; however, the addition of impervious surface may result in water detention requirements.
- **Right-of-Way.** The right-of-way on the corridor is inconsistent and varies by parcel. The typical right-of-way ends at the curb line.
- **Property Owner Coordination.** Sidewalks along the corridor will require removal and replacements of landscaping and other physical improvements such as retaining walls.



*Figure 41. Proposed cross-section G – Armar Rd looking north*

## Phasing

A complete project would extend sidewalks on both sides from 47<sup>th</sup> Ave (Liberty St) to Grove St. Improvements will likely be installed over time with redevelopment. If completed as a City project, interim steps could include installing a sidewalk on one side first or initially limiting the length of the project. The corridor may be broken into two segments defined as Grove St to 67<sup>th</sup> St NE and 67<sup>th</sup> St NE to 47<sup>th</sup> Ave NE (Liberty St).

## Recommendation

TR-16 Armar Rd complete street – Design and construct Armar Rd with continuous sidewalks, landscape strips, buffered bike facilities, and natural drainage where feasible.

## Street Typology Kit of Parts

The 2009 DMP included a Standard Street Typology – Flexible Kit of Parts. It guides street design as parcels redevelop. While the City sets parameters for streetscape design, individual parcel owners construct and maintain the streetscape in front of their parcel, including natural drainage features in the right-of-way that are treating their runoff. This kit of parts is included as Appendix D.

The 2009 DMP proposed typologies for most downtown core streets as shown in Map 9. In addition, it made specific street improvement recommendations in its appendix, which are also included in this plan's Appendix D. Except for the streets with updated recommendations in this plan – 8<sup>th</sup> St, Alder Ave/Quinn Ave, and Armar Rd, these street types should extend north and east to this plan's study area boundary. Likewise, the east-west residential street typologies are applicable to residential streets north of the 2009 DMP boundary.

## Recommendation

TR-17 Continue implementing the 2009 DMP's street type Flexible Kit of Parts and extend the street types north and east to the study area boundary (except for where street recommendations were updated in this plan – 8<sup>th</sup> St, Alder Ave/Quinn Ave, and Armar Rd).

Map 9. 2009 DMP street type map



- |  |  |
|--|--|
| <span style="color: blue;">■</span> Standard Street - Beach Ave. and Others    | <span style="color: orange;">■</span> Boulevard - 1st St. East of SR 529                                 |
| <span style="color: green;">■</span> Woonerf - Delta Ave.                      | <span style="color: darkblue;">■</span> Stormwater Planters, Sharrows + Habitat - 1st St. West of SR 529 |
| <span style="color: yellow;">■</span> Linear Park - Columbia South of 1st. St. | <span style="color: red;">■</span> Stormwater Planters - Historic 3rd St.                                |

# 5. Parks and Public Services

## Parks and Trails

This section discusses public space projects, including updates since the 2009 plan, in relationship to the overall vision for downtown.

### Projects Completed or Underway

#### Waterfront Trail

The Ebey Waterfront Trail, one of the 2009 Master Plan proposals, has been partially completed as of Spring 2021. The trail, once completed, will connect Ebey Waterfront Park to the mouth of Qwuloolt Estuary (restored in 2015) and around the estuary and creek system to the Sunnyside neighborhood. The trail provides a valuable natural amenity and non-motorized transportation link for downtown and nearby neighborhoods.



*Figure 42. Newly constructed waterfront trail along Ebey Slough*

## Civic Center, Delta Ave, and Comeford Park

As of 2021, Marysville’s new Civic Center is under construction. The campus will occupy a six-acre site on Delta Ave between 5<sup>th</sup> and 8<sup>th</sup> streets. The facility will house Police, Jail, Municipal Court, City Council chambers, City Hall, Community Development, and Public Works Engineering offices, offering an attractive and accessible indoor public space.



*Figure 43. Marysville Civic Center rendering, as viewed from Comeford Park*

The project includes an expansion of Comeford Park across Delta Ave and around the new building. In many ways, Comeford Park is Marysville’s town square and village green. With the playground, lawn space, mature trees, and iconic water tower, the park offers a variety of recreational activities and civic functions. A new spray park was built in 2014, providing a healthy, fun recreational amenity and drawing many families during the summer months. Comeford Park will be upgraded in the future following the Civic Campus construction. Plans for the upgrades are being developed.

Delta Ave is being rebuilt as a “woonerf” with the construction of the Civic Center – a street designed primarily for pedestrians which cars and cyclists may pass through – providing additional outdoor public space and an excellent connection between the Civic Center and Comeford Park. See Comeford Park Mixed Use Site for more about how Delta will interact with adjacent areas.



Schematic Plan  
Comeford Park



*Figure 44. Delta Ave woonerf and Comeford Park expansion (J.A. Brennan)*

## Ebey Waterfront Park

The City is seeking funding to expand and improve Ebey Waterfront Park to develop a regional destination that will connect people to the Qwuloolt Estuary, Ebey Slough, and the Ebey Waterfront Trail system. The expansion will provide a plaza along 1<sup>st</sup> St, a pedestrian path around the park, and a stage for public events; restore the environmental quality of the tidal estuary; and improve stormwater treatment for much of downtown. Construction will remove the existing marina configuration, clean-up water areas, and expand the Ebey Waterfront Trail with landscaping and ancillary open space. The restored basin will provide additional habitat and remove human-made impacts to this section of the shoreline while offering an attractive public amenity.



Figure 45. Ebey Waterfront Park expansion site plan

# Asbery Field

Owned by the Marysville School District, Asbery Field is centrally located in downtown’s residential neighborhood. The playfield has a track, baseball field, and open spaces that are publicly accessible when not in use for school sporting events. In the near term, the City and School district should work together to develop joint use and maintenance programs for this valuable amenity that is within close walking distance of many residents.

As the area around the park redevelops with additional homes, and especially if the Totem Middle School property redevelops, understanding community needs and interests and re-envisioning the park design and functions will be important. This parkland does not appear in the 2020 Parks Comprehensive Plan inventory due to its ownership by the Marysville School District. At approximately 7.3 acres, it could fulfill some parks level-of-service needs to accommodate population growth. Any redevelopment of the Totem Middle School site should consider design characteristics that would enliven the north side of the park with residences or active ground floors that relate to the park. Of particular importance is the transition from private to public space, with clear definitions of private, semi-private, and public space.



**Figure 46.** For homes facing the park, distinctions between public, semi-private, and private spaces create a clear sense of ownership and help residents and passersby feel safer.



## Public Process Results

In online public engagement, Asbery Field attracted significant interest. Participants on the interactive survey map provided input on potential future uses or improvements to the playfield, with a fairly wide range of results. The most popular option was to keep the field's use for school and community sports. Participants also value the open space it provides for walking and jogging. The field's potential as a space for performances or social gatherings attracted significant interest as well. Additionally, some participants expressed the need for better connections between Asbery and amenities on State Ave for people walking and biking.



*Figure 47. Screenshot from interactive survey map*

## Ebey Waterfront Trail

Ebey Slough shoreline was once a mix of old bulkheads, rubble walls, and banks remaining from previous mills and commercial activities. Over the past ten years, the City has built a waterfront trail along the slough, providing walking and cycling access to the shoreline. As the remaining waterfront parcels are redeveloped, this trail should be expanded and improved.

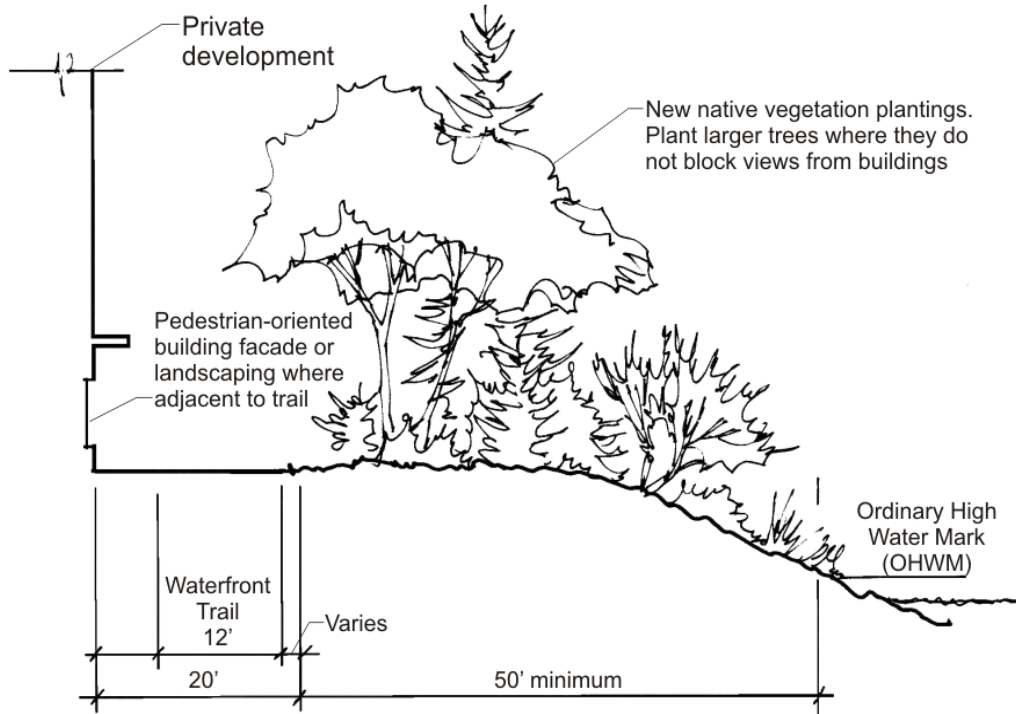
With any new development along the waterfront, Marysville's Shoreline Master Program (SMP) requires that the trail be expanded and the natural qualities of the shoreline restored. This trail will ultimately connect eastward to the Centennial Trail via surface street bike routes and the Bayview Trail and provide an important downtown amenity.



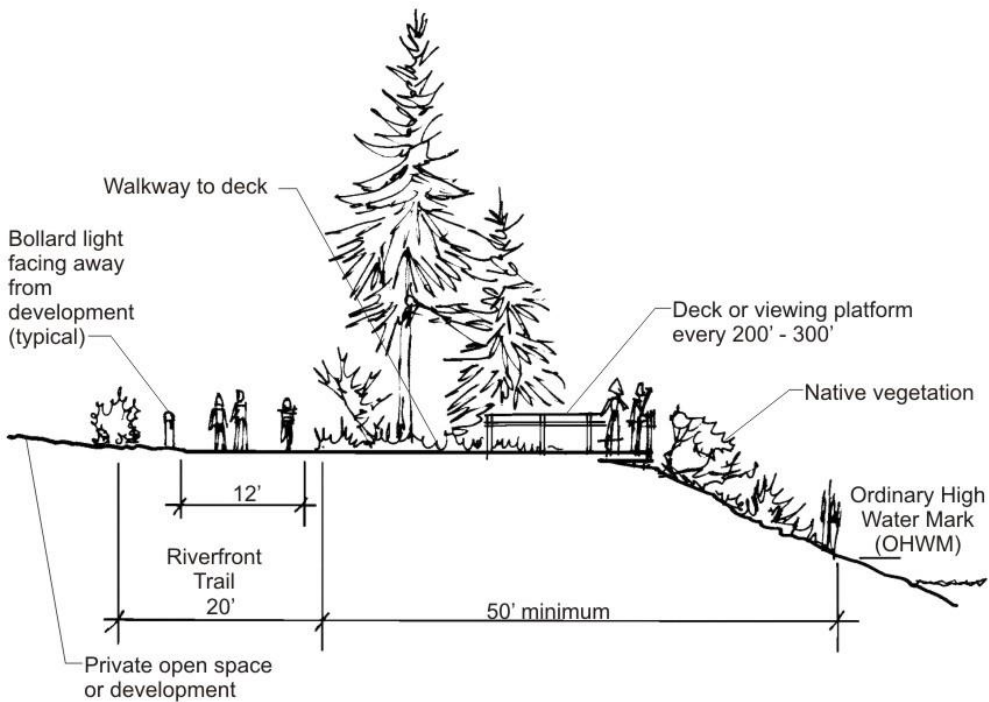
**Figure 48.** *Conceptual sketch of redevelopment on waterfront with Ebey Slough Trail.*

The 2009 DMP applied the following standards:

- Unless it includes water-dependent uses, new development must be set back from the shoreline at least 70 feet to accommodate a 50-foot native vegetation strip and a 20-foot trail corridor (public access easement). The City may reduce the required setback to 40 feet for mixed-use development as part of master planned marinas or water-dependent recreation facilities; provided that, public access to the shoreline is provided in some other way and vegetation enhancement is provided in the 40 foot setback.
- The trail and vegetation corridor must include: 1) a path constructed of asphalt or concrete, at least 12 feet wide plus 2 feet shy distance on each side with low vegetation, 2) a strip of native vegetation, including trees, shrubs, and groundcover, at least 50 feet wide, and 3) a shoreline outlook, rest stop, or other amenity for every parcel with over 500 linear feet of shoreline (both mill sites).



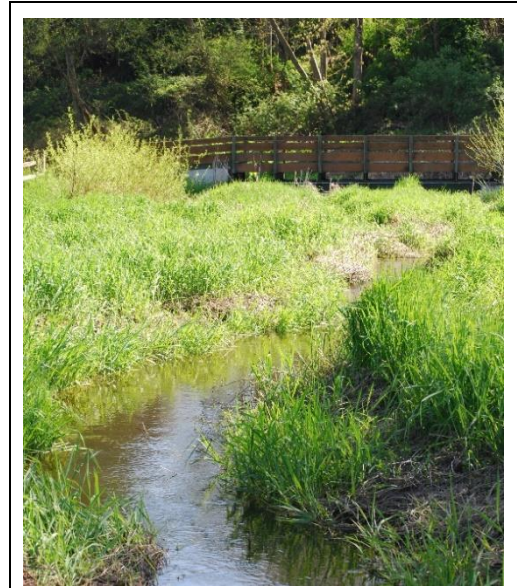
**Figure 49.** Section through the trail where a new building abuts the property line



**Figure 50.** Section through the trail at an overlook or deck

## Jennings Park

Just to the east of the Downtown Master Plan area, Jennings Memorial Park and Jennings Nature Park together form the centerpiece of Marysville's parks system. The parks feature green rolling hillsides and places to walk, picnic, or play ball and three playgrounds amid approximately 53 acres of open space, forest, and wetlands. These valuable open space resources should be accessible to as many residents as possible, including residents of downtown. The easiest access to the park from downtown is from 51<sup>st</sup> Ave NE. This road, which connects to Armar Rd, currently lacks sidewalks along the majority of the road. See Armar Rd in the Street Design section for recommendations for improving access.



*Figure 51. Allan Creek runs through Jennings Park*

## Marysville Skate Park

The Marysville Skate Park provides a popular and healthy active recreation amenity for youth in the northern part of downtown. The park is located on Columbia Ave, a street without sidewalks. The park is set well back from the street behind a planted area and small parking lot, limiting the park's visibility. The City should undertake an effort to improve safety on nearby streets, especially Columbia Ave, and to improve access to the park for people walking, riding, or skating. In the long-term the City should consider a redesign or, potentially a relocation, of the park for improved visibility and more defensible space.



*Figure 52. Marysville Skate Park*

This plan proposes a through block connection between State Ave and Alder Ave that would pass along the north edge of the skate park to improve east-west connectivity in the area. If major improvements to the skate park are undertaken, this would provide an opportunity to jump start completion of the through block connection.

## Cedar Field

Cedar Field is the only park space west of the BNSF tracks in the downtown area. The City should undertake efforts to ensure neighborhood residents have safe access to this park by walking or riding. Beach Ave and Cedar Ave, designated bike/ped priority and shared priority respectively and already provide safe conditions for people walking and rolling; these assets should be maintained and improved with east-west connections. Recently the City upgraded the athletic lighting and installed synthetic turf to enhance use of the athletic field and allow the field to be used for evening games.



*Figure 53. Cedar Field*

## Recommendations

- PS-1 Develop a community vision for Asbery Field.
- PS-2 Create safe connections for walking, rolling and cycling between Jennings Memorial Park and downtown via 8th St, 67th St, and Armar Rd.
- PS-3 Continue implementing plans to expand Ebey Waterfront Trail to the east and west as opportunities arise and/or with redevelopment.
- PS-4 Continue the planning effort to update the vision for Comeford Park and its role in downtown.
- PS-5 Work with the Marysville School District to develop a joint use and maintenance program for Asbery Field.
- PS-6 Ensure that any redevelopment of the Totem Middle School site creates a strong building-to-park relationship with ground-related units or active ground floors; clear private, semi-private, and public boundaries; and visual and physical walking/rolling connections to the park.
- PS-7 Improve walking, rolling, and cycling access to Marysville Skatepark, including sidewalks from 10th St to the park on Columbia Ave.
- PS-8 In the long-term, consider an effort to redesign or relocate Marysville Skate Park for better visibility.
- PS-9 Explore options for improving access to Marysville Skate Park from Alder Ave on existing east-west easement.
- PS-10 Explore community priorities for parks and gathering spaces in any incentive/amenity bonus system with private redevelopment.

# Civic, Social Cultural

## The New Marysville Story

Staff and residents of Marysville are building a new story about their city that reflects the most cherished aspects of their community and welcomes newcomers to share in these qualities. One element of this reinvention is the City’s new logo, presented in Figure 54. Staff worked with a local design firm to create a new logo that “honors our past and looks to the future.” It includes attributes that were repeatedly raised in discussions with focus groups: Friendly, small community; waterfront access; and proximity to outdoor recreation (mountains, rivers and Puget Sound).



*Figure 54. City of Marysville logo, adopted June, 2020*

Further development of this story will help the City attract new residents, real estate development and jobs. The City should continue to work with professional marketing firms and community organizations to flesh out a vision and marketing strategy for the community. This strategy should emphasize the role that Marysville’s downtown plays as a foundation for much of the City’s valued assets and identity.

## Defensible Space

In urban environments, design is an important tool for creating safe, attractive environments. Defensible space strategies help public space users feel in control of their surroundings. When people feel comfortable and in control in a particular environment, they’re more likely to choose to spend time or move through that environment – the more people go there, the more “eyes on the street” are available, and the safer the space becomes in a virtuous cycle.

Defensible spaces are intuitive to users, with public, semi-private, and private spaces clearly defined (see Figure 46 on page 80). The spaces that are defined as public are those that individual users typically won’t feel responsible for maintaining. In these places, it is important that public entities, such as the City, a business district, or civic group take on the responsibility for maintaining the space so that people continue to feel safe there.

The City should work with Marysville downtown businesses to explore creation of a business improvement district to pick up trash, care for plants, or other streetscape maintenance activities.

# Recommendations

- PS-11 Continue efforts to craft a New Marysville Story and marketing strategy.
- PS-12 Incorporate defensible space principles into design of new parks and development facing parks and trails.
- PS-13 Explore creation of a Business Improvement District to care for public spaces downtown.

# 6. Water & Utilities

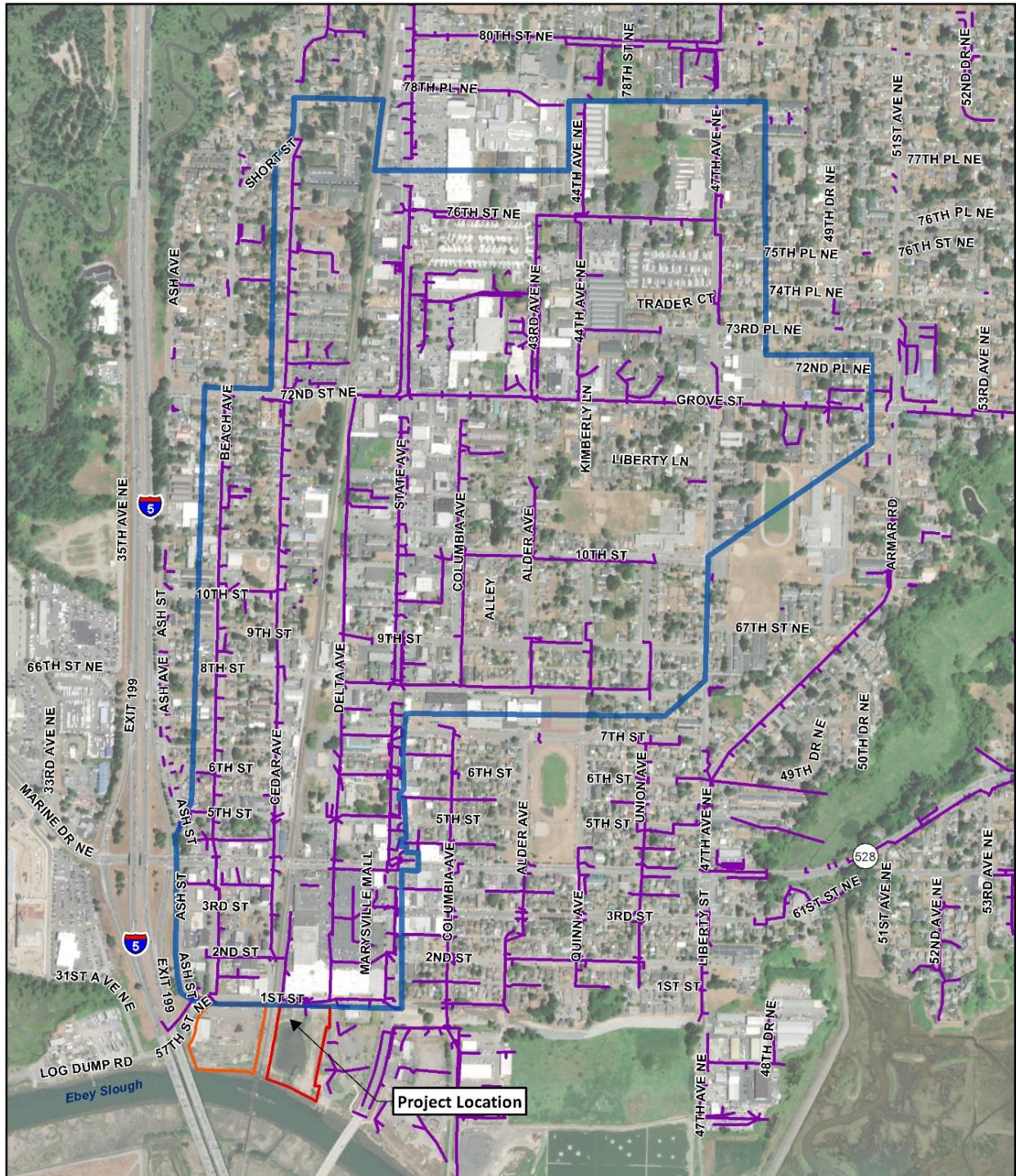
This section recommends stormwater and other utility improvements.

## Surface Water

Continued investment in utility infrastructure maintenance and resiliency is necessary to ensure compliance with National Pollution Discharge Eliminate System (NPDES) requirements, and the City Surface Water Comprehensive Plan. This will be through the biennial updates to capital improvement plans and the utility rate structure. The Surface Water Comprehensive Plan provides specific project information for work in the planning area that relates to surface water features. Current plans that relate to the planning area focus on system maintenance, a new regional water quality treatment facility to address over 60% of the planning area (see Map 10), and continued LID improvements and LID planning studies.



Map 10. Regional stormwater facility basin and conveyance network



Source: ESRI, City of Marysville, Parametrix

**Parametrix**

- Geddes Site
- Welco Site
- Basin Boundary
- Storm Water Main



**Figure 3**  
Conveyance Network

City of Marysville, WA

Stormwater objectives for downtown Marysville include:

- Continue to achieve NPDES and Department of Health regulations for sewer and water systems.
- Sustain Franchise Agreements with private utility partners and regularly assess commitments and fee structures.
- Require water efficiency practices in new buildings and provide education and incentives to improve household and business water use efficiency. This would enhance sustainability practices and reduce water consumption and discharges to storm and sanitary systems.

## Recommendations

- UT-1 Complete the implementation of end of pipe treatment and LID analyses to reduce runoff and improve runoff quality.
- UT-2 Evaluate alternatives and provide builders with preferred stormwater management options for site development in the planning area. The application of preferred management alternatives may result in updates to the Surface Water code, Surface Water Management Plans, and City engineering design standards.
- UT-3 Continue public information through the NPDES Phase II permit program to improve awareness of and response to illicit discharges in the planning area.
- UT-4 Emphasize the review of water quality monitoring from the Allen Creek basin to document the improvement or degradation of water quality as the result of development and operations that discharge without end of pipe treatment. This will allow for the early detection of impacts or improvements resulting from the action alternative.

## Utilities

The City should maintain and sustain the resiliency of the utility systems in the Downtown Planning area. Pro-active administrative measures such as planning for increases in maintenance and operations funding to sustain system resiliency should continue. Annual discussions with private utility providers specifically focused on City growth and new private utility investments to service planned growth and building styles are recommended.

**Utility Master Planning.** To help developers understand utility improvement requirements, and to help the City in better prioritizing their capital plans to accommodate a denser and more transit-oriented downtown, the City could benefit from a Master Utility Plan for commercial and high-density mixed uses planned for the downtown. A master utility plan for the planning area would identify specific utility improvements to meet growth and density goals and provide certainty for the City and development partners about the cost and assignment of utility improvements for new developments.

**Utility Efficiency.** To enhance sustainability, consider building codes and development policies that enhance efficiencies for each utility. These may range from reduction of infiltration and inflow (I/I) for storm and sanitary systems, water leakage, energy efficiency, and energy capture from concepts like head storage or Pressure Release Valve (PRV) energy capture. Explore the opportunity to implement heat-loop

concepts by taking advantage of shallow groundwater and the steady thermal sink provided by Ebey Slough.

## Recommendations

- UT-5 Apply pro-active administrative measures to plan for increases in maintenance and operations funding to sustain system resilience.
- UT-6 Facilitate annual discussions with private utility providers specifically focused on City growth and new private utility investments to service planned growth and building types.
- UT-7 Explore the applicability of low-flow plumbing and water conservation standards for new development in the downtown.
- UT-8 Develop a pilot study of ground loop energy systems to reduce heating and cooling demand in new developments between Ebey Slough and 4<sup>th</sup> St.
- UT-9 Acquire the water right to the Class B water system and provide City water to that user.
- UT-10 Develop Utility Master Plan for commercial and high-density mixed uses planned for the downtown area. The plan would identify specific utility improvements that would be tied to development of key lots within the downtown planning area.
- UT-11 Continue to monitor infiltration and inflow (I/I) for storm and sanitary systems and water leakage.
- UT-12 Assess energy efficiency improvements and energy capture concepts like head storage or PRV energy capture as part of future utility comprehensive plans.

# 7. Implementation

This section will summarize recommended actions, responsible parties, timing/priority, costs/resources needed, and relationships between actions.

## Implementation Chart Key

### Timing

- Short (S) – 1-5 years
- Medium (M) – 5-10 years
- Long (L) – 10-20 years
- Ongoing (S-L) – a continuous action over time
- Opportunistic (O) – as funding or opportunity arises

### Priorities

- High (H)
- Medium (M)
- Low (L)

### Responsible Parties

- City Council (CC)
- Community Development Department (CDD)
- Community Transit (CT)
- Marysville School District
- Parks, Culture, & Recreation (PCR)
- Public Works (PW)
- Sound Transit (ST)
- Utility providers (Utilities)

### Cost Estimate

- \$ Less than \$500,000
- \$\$ \$500,000 - \$5,000,000
- \$\$\$ Greater than \$5,000,000

### Potential Resources/Funding

- Public – staff resources, public funds
- Private – required with redevelopment, private partner involvement

# Land Use and Urban Design Implementation

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>LU-1</b> Apply form-based code to new zones.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-2</b> Apply design guidelines to 3 <sup>rd</sup> St Character Area.	S	M	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-3</b> Designate Active Ground Floor and Pedestrian-friendly Streets.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-4</b> Apply block front design standards.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-5</b> Apply through-block connection standards.	S	H	<b>CDD, CC, PW</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-6</b> Adopt proposed zoning changes to allow a wider range of housing types.	S	H	<b>CDD, CC</b>	\$	Public	LU-1, LU-2, LU-3, LU-4, LU-5, and LU-6 all coincide
<b>LU-7 and LU-13</b> Expand the Multifamily Housing Property Tax Exemption (MFTE) area.	S	H	<b>CDD, CC</b>	\$	Public	
<b>LU-8</b> Explore residential density or height incentive programs.	S	H	<b>CDD</b>	\$	Public	Coincides with <b>LU-1</b>

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>LU-9</b> Continue using the Affordable and Supportive Housing Sales Tax Credit Fund.	S-L		<b>CDD</b>	\$	Public	
<b>LU-10</b> Continue promoting development sites and seeking partners (e.g., Port, Tulalip Tribes).	S-L	H	<b>CDD</b>	\$	Public	
<b>LU-11</b> Actively facilitate catalyst projects.	S-M	H	<b>CDD</b>	\$	Public-private partnership	
<b>LU-12</b> Update ground floor commercial requirement to focus on key streets.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>LU-14</b> Reduce the MFTE unit threshold.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-7</b> and <b>LU-13</b>
<b>LU-15</b> Strategically reduce minimum parking requirements.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>LU-16</b> Market the benefits of the Planned Action SEIS.	S-L	M	<b>CDD</b>	\$	Public	Supports <b>LU-11</b>
<b>LU-17</b> Consider reducing required driveway widths for middle housing types.	S	M	<b>CDD, Fire, PW</b>	\$	Public	
<b>LU-18</b> Create an Arts Policy and integrate public art into public buildings, parks, and the public realm, per the Waterfront Strategic Plan.	O	M	<b>PCR, PW</b>	\$-\$	Public	

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>LU-19</b> Alter development standards and allowed uses in Old Town (3 <sup>rd</sup> /2 <sup>nd</sup> St) to minimize displacement of existing commercial space.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with LU-1
<b>LU-20</b> Apply building design standards to require a “flex shell” ground floor.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>LU-21</b> Explore partnerships to expand commercial affordability options.	S-L	H	<b>CDD</b>	\$	Public	
<b>LU-22</b> Consider offering incentives for business retention and/or relocation.	S	H	<b>CDD</b>	\$	Public	
<b>LU-23</b> Develop a first right to return program for displaced businesses and residents.	S	H	<b>CDD</b>	\$	Public	
<b>LU-24</b> Consider an inclusionary housing requirement for affordable housing or an in-lieu fee.	S	H	<b>CDD</b>	\$	Public	Ideally coincides with <b>LU-1</b>
<b>LU-25</b> Explore additional programs to minimize and/or mitigate displacement.	S	H	<b>CDD</b>	\$	Public	

# Transportation Implementation

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>TR-1</b> Require new ped/bike connections with redevelopment.	S-L	H	<b>CDD, PW</b>	\$\$	Private	
<b>TR-2</b> 4th St pedestrian improvements	M	M	<b>CDD, PW, WSDOT</b>	\$\$	Public	
<b>TR-3</b> 4th St/Delta Ave intersection pedestrian crossing improvement.	L	H	<b>CDD, PW, WSDOT</b>	\$\$	Public	Important with any redevelopment of Town Center
<b>TR-4</b> 1 <sup>st</sup> St/60th Pl NE bicycle facilities.	M	M	<b>PW, CDD</b>	\$\$	Public, potentially private	Important with any redevelopment of waterfront site
<b>TR-5</b> Ped/bike and shared priority streets design standards.	S	H	<b>PW/CDD</b>	\$-\$\$	Private, potentially public	
<b>TR-6</b> Continue coordinating with Community Transit on BRT stations.	S-L	H	<b>PW, CDD, CT</b>	\$	Public	
<b>TR-7</b> Facilitate Transportation Demand Management (TDM) programs.	S-L	H	<b>CDD, PW, CT, ST</b>	\$\$	Public, potential for private fees	
<b>TR-8</b> Continue to evaluate capacity and intersection traffic control needs along the downtown streets.	S-L	M	<b>PW</b>	\$	Public	
<b>TR-9</b> Consider intelligent transportation system (ITS) improvements.	S-M	H	<b>PW</b>	\$-\$\$	Public	



<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>TR-10</b> Coordinate with Community Transit to integrate transit signal priority (TSP).	S-M	H	<b>PW</b>	\$-\$\$	Public	
<b>TR-11</b> Manage access along major downtown corridors.	M-L	M	<b>PW, CDD</b>	\$- \$\$\$	Public	
<b>TR-12</b> Evaluate off-street parking and curb space needs.	S-L	M	<b>PW, CDD</b>	\$	Public	
<b>TR-13</b> Consider roundabouts.	L	L	<b>PW, CDD, WSDOT</b>	\$- \$\$\$	Public	
<b>TR-14</b> 8 <sup>th</sup> St bicycle facilities.	O	M	<b>PW, CDD, BNSF</b>	\$\$	Public and/or private	
<b>TR-15</b> Alder/Quinn Ave bicycle facilities.	O	H	<b>PW, CDD</b>	\$\$	Public and/or private	
<b>TR-16</b> Armar Rd complete street.	O	M	<b>PW, CDD</b>	\$\$	Public and/or private	
<b>TR-17</b> Continue implementing the 2009 DMP's street type Flexible Kit of Parts.	O	H	<b>CDD, PW</b>	\$- \$\$\$	Private	

# Parks and Public Services Implementation Plan

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>PS-1</b> Develop a community vision for Asbery Field.	M	M	<b>PCR, CDD, PW, MSD</b>	\$	Public	
<b>PS-2</b> Improve non-motorized connections to Jennings Memorial Park.	O	L	<b>CDD, PW, PCR</b>	\$\$	Public and/or private	
<b>PS-3</b> Expand Ebey Waterfront Trail.	O	H	<b>CDD, PCR, PW</b>	\$-\$\$	Private and/or public	
<b>PS-4</b> Continue Comeford Park planning.	S	H	<b>PCR, CDD</b>	\$	Public	
<b>PS-5</b> Work with MSD to develop a joint program for Asbery Field.	S	M	<b>PCR, MSD, CDD</b>	\$	Public	Only important prior to any redevelopment of Totem Middle School
<b>PS-6</b> Ensure that any redevelopment of the Totem Middle School site relates to Asbery Field.	S	H	<b>CDD, CC</b>	\$	Public	Coincides with <b>LU-1</b>
<b>PS-7 and PS-9</b> Improve ped/bike access to Marysville Skatepark.	O	H	<b>CDD, PW, PCR</b>	\$-\$\$	Private and/or public	
<b>PS-8</b> Redesign or relocate Marysville Skate Park for better visibility.	L	L	<b>PCR, CDD</b>	\$\$	Public	Parks planning

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>PS-10</b> Explore community priorities for parks and gathering spaces associated with private redevelopment.	S-M	H	CDD/PCR	\$	Public	Coincides with zoning and design standard updates
<b>PS-11</b> Continue efforts to market Marysville.	S-L	H	<b>CDD</b> , CC	\$	Public	<b>LU-10</b> and <b>LU-10</b>
<b>PS-12</b> Incorporate defensible space principles in and near parks and trails.	S	H	<b>CDD</b> , PCR	\$	Public	Ideally coincides with LU-1
<b>PS-13</b> Explore creation of a Business Improvement District to care for public spaces downtown.	S-M	H	<b>CDD</b>	\$	Public	

# Water & Utilities Implementation Plan

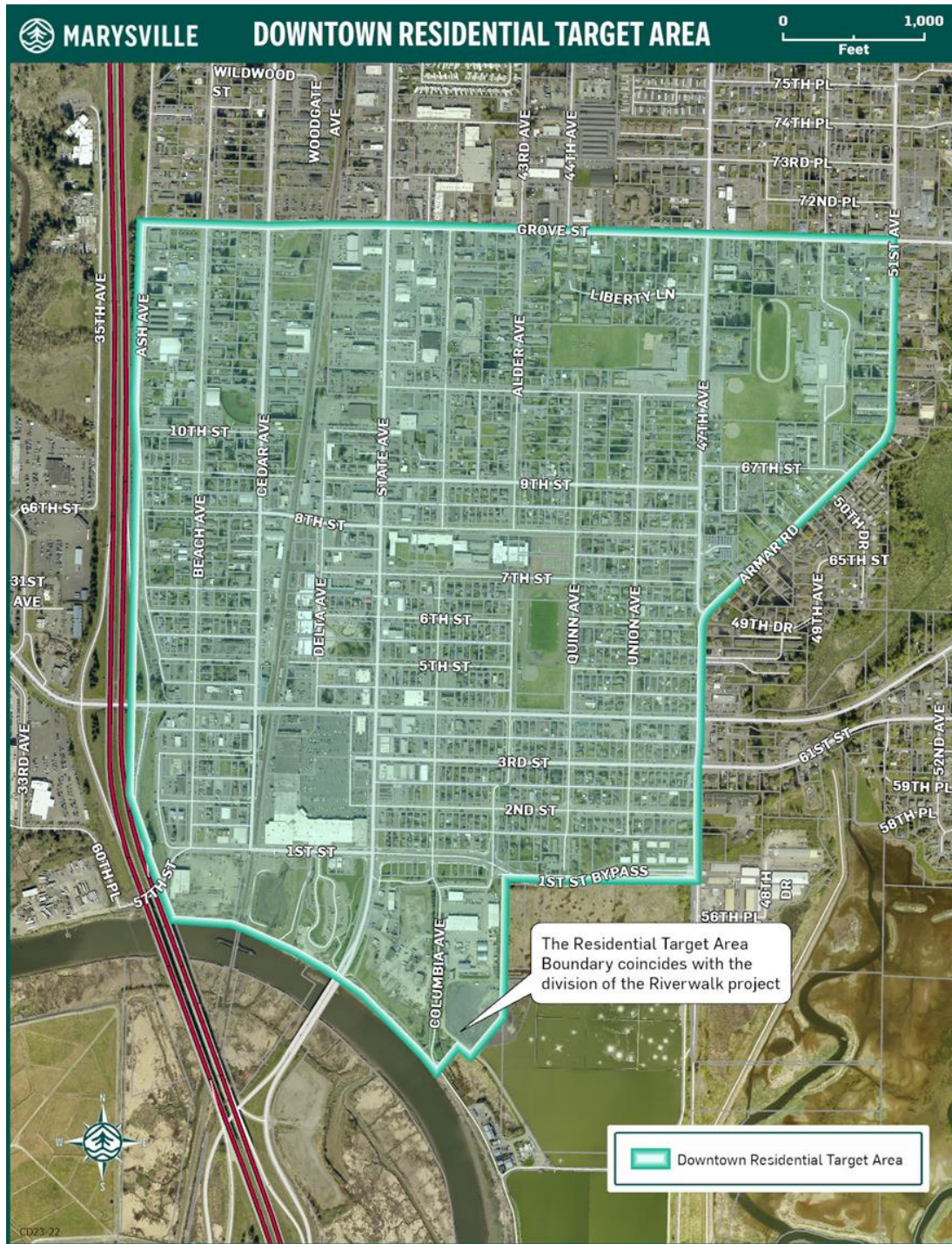
<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>UT-1</b> <b>Error! Reference source not found.</b> Implement end of pipe treatment and LID analyses.	O	M	PW			
<b>UT-2</b> Provide builders with preferred stormwater management options.	S	H	CDD/PW	\$	Public	
<b>UT-3</b> Continue informing public about the NPDES Phase II permit program.	S-L	H	<b>CDD</b> , PW	\$	Public	
<b>UT-4</b> Monitor Allen Creek basin water quality.	S-L	H	<b>PW</b>	\$	Public	
<b>UT-5</b> Pro-actively plan for increases in maintenance and operations funding to sustain system resilience.	S-L	H	<b>PW</b>	\$	Public	
<b>UT-6</b> Facilitate annual discussions with private utility providers.	S-L	H	<b>PW</b> , Utilities	\$	Public	
<b>UT-7</b> Explore low-flow plumbing and water conservation standards.	O	M	<b>PW</b>	\$	Public	
<b>Error! Reference source not found.</b> Develop a pilot study of ground loop energy systems.	O	M	<b>PW</b> , CDD	\$\$	Public/ private	

<b>ACTION</b>	<b>TIMING (S,M,L,O)</b>	<b>PRIORITY (H,M,L)</b>	<b>RESPONSIBLE PARTIES/ PARTNERS (LEAD IN BOLD)</b>	<b>COST ESTIMATE (\$, \$\$, \$\$\$)</b>	<b>POTENTIAL RESOURCE S/ FUNDING</b>	<b>RELATED ACTIONS</b>
<b>UT-9</b> Acquire the water right to the Class B water system and provide City water to that user.	O	L	<b>PW, CDD</b>	\$	Public/private	
<b>UT-10</b> Develop Utility Master Plan for high-density areas.	O	H	<b>PW, CDD</b>	\$	Public	
<b>UT-11</b> Continue to monitor infiltration and inflow (I/I).	S-L	H	<b>PW</b>	\$	Public	
<b>UT-12</b> Assess energy efficiency improvements and energy capture concepts.	O	H	<b>PW</b>	\$	Public	

## EXHIBIT C

### 3.103.040 Residential targeted area designation criteria.

(1) The following area, as shown in Figure 1 of this section, meets the criteria of this chapter and RCW [84.14.040](#) for residential targeted areas, and is designated as such:



(2) If a part of any legal lot is within a residential targeted area as shown in Figure 1 of this section, then the entire lot shall be deemed to lie within such residential targeted area.

(3) In addition to the residential targeted areas described and shown in subsection (1) of this section, the city council may designate additional areas as per RCW [84.14.040](#) (now or as hereafter amended).

(4) The designated targeted area must meet the following criteria, as found by city council in its sole discretion:

(a) The targeted area is located within the urban center as determined by the city council;

(b) The targeted area lacks sufficient available, affordable, attractive, convenient, desirable, and livable residential housing to meet the needs of the public who would be likely to live in the urban center, if such places to live were available; and

(c) The providing of additional housing opportunity in the targeted area will assist in achieving the stated purposes of RCW [84.14.007](#), namely:

(i) Encourage increased residential opportunities within the targeted area of the city of Marysville; or

(ii) Stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multifamily housing that will increase and improve residential opportunities within the city's urban centers;

(d) In designating the residential targeted area, the city council may also consider other factors, including, but not limited to, which additional housing in the targeted area will attract and maintain a significant increase in the number of permanent residents, whether additional housing in the targeted area will help revitalize the city's urban center, whether an increased residential population will help improve the targeted area and whether an increased residential population in the targeted area will help to achieve the planning goals mandated by the Growth Management Act under RCW [36.70A.020](#);

(e) The notice for the hearing has met the requirements of RCW [84.14.040](#).

(5) The urban center and residential targeted area defined in MMC [3.103.030](#) were designated following notice and a public hearing and findings as required by this section.

## EXHIBIT D

### 22A.020.030 "B" definitions

"Base density" means the number of housing units that are allowed to be constructed per acre. Base density may be calculated using either net project area or gross project area depending on the zone.



## EXHIBIT E

### 22A.020.050 "D" definitions.

~~"Density" means the number of housing units per acre as permitted by this title.~~

"Drive through" means a place or facility where customers or patrons can be served without leaving their car. Typically, drive throughs are located adjacent to a building and service is conducted through a window. Not included in this term are parking spaces located in a parking lot and separate from a building where goods are brought to the customer, and spaces at a drive-in restaurant.

## EXHIBIT F

### **22A.020.070 "F" definitions.**

"Flexible buildings" or "Flex-buildings" are buildings that are designed to be easily repurposed and used for different uses. Flexibility in this context is the capacity of a building to undergo modifications and accept changes in function with limited structural interventions.

## EXHIBIT G

### 22A.020.080 "G" definitions.

"General service use" means a category of uses whose primary activity is the provision of service, rental, and/or repair to boats, vehicles, appliances, tools, electronic equipment, machinery, and other similar products for personal, commercial, or civic use. Specific uses in this category include, but are not limited to:

- (1) Postal and courier services, post office.
- (2) Small boat sales, rental, and repair (small boats are less than 40 feet long, eight and one-half feet wide, and 14 feet tall).
- (3) Appliance repair.
- (4) Equipment rentals.
- (5) Electronic or equipment service.
- (6) Vehicle repair.
- (7) Commercial vehicle repair.
- (8) Municipal service facility.
- (9) Public safety facility.
- (10) Car wash.
- (11) Heavy service.
- (12) Self storage.

## EXHIBIT H

### **22A.020.090 "H" definitions.**

"Heavy retail use" means retail uses with exterior sales and/or storage areas ~~greater than 15,000 gross square feet or occupying a greater area than the use's principal building~~. Examples include truck stops, agricultural supplies, forest product sales, building materials, and heating fuels.

"Heavy service use" means a type of general service uses that ~~has~~ have any exterior service activities or features exterior storage areas that ~~total greater than 15,000 gross square feet or occupy an area larger than the size of the use's principal building~~. It also includes the following uses:

- (1) Contractors' office and storage yard.
- (2) Warehousing and wholesale trade.
- (3) Freight and cargo services.
- (4) Cold storage warehousing.
- (5) Commercial vehicle storage.
- (6) Automotive rental and leasing.
- (7) Automotive parking.
- (8) Research, development, and testing.
- (5) Repair of scientific or professional instruments and electric motors.

## EXHIBIT I

### 22A.020.140 "M" definitions.

"Maximum density" means the maximum number of housing units that are allowed to be constructed per acre. Maximum density may be calculated using either net project area or gross project area depending on the zone.

"Minimum density" means the minimum number of housing units that are required to be constructed per acre. Minimum density may be calculated using either net project area or gross project area depending on the zone.

**EXHIBIT J**

**Chapter 22C.080  
DOWNTOWN MASTER PLAN AREA – DESIGN  
REQUIREMENTS**

Sections:

Article I. Purpose and Applicability

- 22C.080.000 Purpose.**
- 22C.080.010 Applicability.**
- 22C.080.020 How the provisions of this chapter are applied.**
- 22C.080.030 Departures.**
- 22C.080.040 Relationship to other codes.**

Article II. Zoning

- 22C.080.100 Purpose.**
- 22C.080.105 Marysville downtown subarea zoning classifications.**
- 22C.080.110 Districts map.**
- 22C.080.120 Uses permitted in downtown Marysville zones.**
- ~~**22C.080.130 Flex residential overlay zone uses.**~~
- ~~**22C.080.130 Opiate substitution treatment program facilities.**~~
- 22C.080.140 Dimensional regulations for downtown Marysville zones.**
- ~~**22C.080.150 Opiate substitution treatment program facilities.**~~
- 22C.080.150 Side and rear yard setbacks**

Article III. Street Design, Circulation and Parking

- 22C.080.200 Purpose.**
- 22C.080.210 Streetscape classifications and regulations.**
- 22C.080.220 Through-block connections.**
- 22C.080.230 Parking and loading.**

Article IV. Design Standards – Block Frontages

- 22C.080.300 Purpose.**
- 22C.080.305 Block frontage designation map.**
- 22C.080.310 Transparency standards.**
- 22C.080.320 Active ground floor block frontage standards.**
- 22C.080.330 Landscaped block frontage standards.**
- 22C.080.340 Pedestrian-friendly block frontage standards.**
- 22C.080.350 Undesignated (streets with no designated block frontage).**
- 22C.080.355 Woonerf and landscaped passageway frontage standards.**
- 22C.080.360 Urban passage frontage standards.**
- 22C.080.370 Where properties front onto multiple streets.**

**22C.080.380 High-visibility street corners.**

Article V. Design Standards – Site Planning

**22C.080.400 Purpose.**

~~**22C.080.410 Side and rear yard setbacks.**~~

~~**22C.080.4210 On-site open space and recreation space.**~~

~~**22C.080.4320 Pedestrian-oriented spaces.**~~

~~**22C.080.4430 Internal pedestrian access and design.**~~

~~**22C.080.4540 Service areas and mechanical equipment.**~~

~~**22C.080.4650 Site lighting.**~~

Article VI. Design Standards – Building Design

**22C.080.500 Purpose.**

**22C.080.505 Third Street character area.**

**22C.080.510 Building massing and articulation.**

**22C.080.520 Building details.**

**22C.080.530 Building materials.**

**22C.080.540 Blank wall treatment.**

**Article I. Purpose and Applicability**

**22C.080.000 Purpose**

The purpose of this chapter is to help implement the vision for downtown Marysville as provided in the adopted Marysville downtown master plan.

**22C.080.010 Applicability.**

(1) New Construction. This chapter will be used to evaluate development projects or improvement plans proposed for properties within the Marysville downtown boundaries, including the zoning classifications listed in MMC [22C.080.105](#) and mapped in Figure 22C.080.110.

(2) Additions and Improvements. Three different thresholds have been established to determine how the regulations herein are applied to such projects.

(a) Level I improvements include all exterior remodels, building additions, and/or site improvements that affect the exterior appearance of the building/site, and/or cumulatively increase the gross floor area on a site less than 50 percent within three years of the date of permit issuance. The requirement for such improvements is only that the proposed improvements meet the regulations and do not lead to further nonconformance with the regulations.

For example, if a property owner decides to replace a building facade’s siding, then the siding shall meet the applicable exterior building material regulations, but elements such as building articulation would not be required.

(b) Level II improvements include all improvements that cumulatively increase the gross floor area on a site by 50 to 100 percent, within three years of the date of permit issuance. All regulations that do not involve repositioning the building or reconfiguring site development shall apply to Level II improvements.

For example, if a property owner of an existing business in the DC zone wants to build an addition equaling 75 percent of the current building's footprint, then the following elements shall apply:

(i) The location and design of the addition/remodel shall be consistent with the block frontage design regulations (see Article IV of this chapter, which addresses building frontages, entries, parking lot location, and street setback landscaping). For such developments seeking additions to buildings where off-street parking location currently does not comply with applicable parking location regulations, building additions are allowed provided they do not increase any current nonconformity and generally bring the project closer into conformance with the regulations.

(ii) Comply with applicable through-block connection, trail, and off-street parking regulations (see Article III of this chapter) that are associated with the addition. The through-block connection provisions would apply where such addition is located in the immediate area of such features shown in Figure 22C.080.220.A.

(iii) Comply with applicable block frontage regulations (see Article IV of this chapter) that are associated with the addition. The block frontage provisions would apply when such an addition is located adjacent to a particular designated block frontage shown in Figure 22C.080.305.

(iv) Comply with the site planning design regulations (see Article V of this chapter) associated with proposed site and building improvements.

(v) Comply with the applicable building design regulations (see Article VI of this chapter), except architectural scale and materials provisions related to the existing portion of the building where no exterior changes are proposed.

(c) Level III improvements include all improvements that cumulatively increase the gross floor area on a site by more than 100 percent within three years of the date of permit issuance. Such developments shall conform to all applicable regulations, except in a case where there are multiple buildings on one site, and only one building is being enlarged. In that scenario, improvements to the additional buildings are not required, but conformance with all other regulations apply.

## **22C.080.020 How the provisions of this chapter are applied.**

Most sections within this chapter include the following elements:

- (1) Purpose statements, which are overarching objectives.
- (2) Requirements use words such as “shall” and “is/are required,” signifying required actions.
- (3) Guidelines use words such as “should” or “is/are recommended,” signifying desired, but voluntary, measures.
- (4) Departures are provided for specific regulations. They allow alternative designs provided the director determines the design meets the purpose of the requirements and guidelines and other applicable criteria. See MMC [22C.080.030](#) for related procedures associated with departures.
- (5) This chapter contains some specific regulations that are easily quantifiable, while others provide a level of discretion in how they are complied with. In the latter case, the applicant shall demonstrate to the director, in writing, how the project meets the purpose of the standard or regulations.



## **22C.080.030 Departures.**

(1) Overview and Purpose. This chapter provides for a number of specific departure opportunities to development regulations. The purpose is to provide applicants with the option of proposing alternative design treatments provided such departures meet the “purpose/intent” of the particular regulation and any additional departure criteria established for the particular departure opportunity.

(2) Applicability. Departure opportunities are available only where noted for specific regulations, including those standards that precede the “☞” symbol or capital letter “DEPARTURE” reference.

(3) Procedures. Permit applications that include departure requests go through the standard review procedures in this chapter for the application type.

(4) Approval Criteria. Project applicants shall successfully demonstrate to the director how the proposed departure meets the purpose(s) of the regulation and other applicable departure criteria that applies to the specific regulation.

(5) Documentation. The director shall document the reasons for approving all departures (to be maintained with project application records) to ensure consistency in decision-making by the city.

## **22C.080.040 Relationship to other codes.**

Where provisions of this chapter conflict with provisions in any other section of the Marysville Municipal Code (MMC), this chapter prevails unless otherwise noted.

### **Article II. Zoning**

## **22C.080.100 Purpose.**

The purpose of Article II is to:

- (1) Implement the Marysville downtown master plan goals and policies through land use regulations.
- (2) Provide an efficient and compatible relationship of land uses and zones.

## **22C.080.105 Marysville downtown subarea zoning classifications.**

The downtown Marysville subarea regulations in this chapter comprise zoning classifications and regulations which are unique to the subarea, except where other regulations in this title are adopted by reference.

<b>Name of Downtown Marysville Zoning Districts</b>	<b>Symbol</b>
Downtown Core	DC
Main Street	MS
Flex	F
Flex Residential <del>Overlay</del>	FR
Midrise Multifamily	MMF

Middle Housing 1	MH1
Middle Housing 2	MH2

(1) Downtown Core (DC). The downtown core zone encourages high density residential mixed use and office mixed use. Other commercial uses and multi-family residential are allowed. No active ground floor required except on designated streets.

(2) Main Street (MS). The Main Street zone protects and enhances the character of Marysville’s historic retail core. This zone encourages high-activity uses like restaurants, entertainment, and shops, and residential above the ground floor. New buildings should feature an active ground floor use. Parking is generally not required for some uses in small commercial buildings.

(3) Flex (F). This zone encourages a mix of uses, including artisan, workshops, small light industrial/manufacturing (indoors), and commercial. New residential, schools, daycares, and other sensitive uses are not allowed due to air quality, noise, and odor impacts from I-5 and the BNSF railroad corridor.

(4) Flex Residential ~~Overlay~~ (FR). This zone encourages a mix of uses including artisan, workshops, small light industrial/manufacturing (indoors), commercial, and This overlay zone allows “missing middle” housing, building types and low-rise apartments in addition to all uses allowed in the flex zone.

(5) Midrise Multifamily (MMF). This zone encourages dense multifamily housing. Small commercial uses are allowed for properties abutting Third and Fourth Streets, but are limited to a ground floor element of a mixed use building for other properties within this zone.

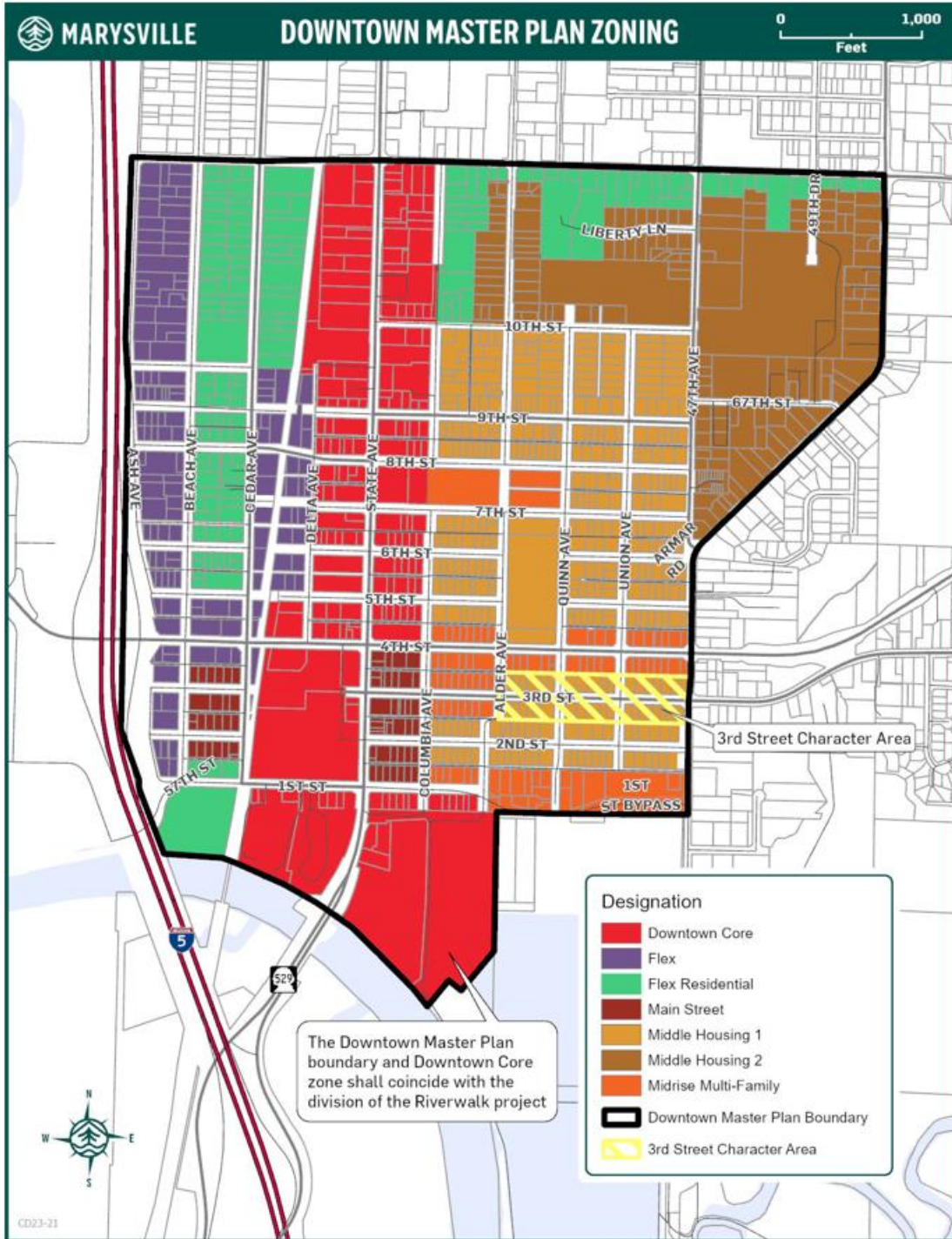
(6) Middle Housing 1 (MH1). This zone encourages small infill housing, especially “missing middle” housing building types. The zone protects the fine-grained, residential character of historic neighborhoods.

(7) Middle Housing 2 (MH2). This zone encourages infill housing, especially “missing middle” housing building types and low-rise apartments. Commercial is not allowed except as a ground floor element of a mixed use building located along an arterial street, and is limited to uses that serve the immediate needs of the neighborhood.

## 22C.080.110 Districts map.

Figure 22C.080.110 illustrates the location and boundaries of downtown’s zones for reference.

**Figure 22C.080.110**



## 22C.080.120 Uses permitted in downtown Marysville zones.

(1) Interpretation of Permitted Use Table. The permitted use table in this section determines whether a use is allowed in a zone. The name of the zone is located on the vertical column and the use is located on the horizontal row of these tables.

(a) Permitted Use (P). If the letter “P” appears in the box at the intersection of the column and the row, the use is permitted in the zone. These uses are allowed if they comply with the development standards and other standards of this chapter.

(b) Conditional Use (C). If the letter “C” appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review process and approval criteria as stated in Chapter [22G.010](#) MMC, conditional use approval criteria for that use, the development standards and other standards of this chapter.

(c) Use Not Permitted ( ). Where no symbol appears in the box at the intersection of the column and the row, the use is not permitted in that zone, except for certain temporary uses.

(d) For uses containing a superscript letter (X) refer to the applicable condition in the “Additional Provisions” column to the right.

(e) Additional Provisions. The references, notes, and/or standards in the “Additional Provisions” column apply to all such permitted uses, except for those that apply to particular zones as noted in subsection (1)(d) of this section.

(f) For uses containing a superscript letter (Y) or (Z), refer to the “Notes” that are at the top of the “Nonresidential uses” section.

(g) Unclassified Uses. See MMC [22A.010.070](#).

(2) Permitted Use Table. Table 22C.080.120 provides the list of permitted uses in downtown Marysville zones.

Table 22C.080.120 Permitted use table for downtown Marysville zones.								
Table legend: P = Permitted use C = Conditional use No letter = Use not permitted Use Categories	D	M	F	FR	MM	MH	MH2	Additional Provisions
	C	S			F <sup>y</sup>	1	z	
<b>Residential Uses</b>								
Dwelling Units, Types								
<i>Note: Residential uses are not allowed on the ground floor facing a designated active ground floor block frontage (see MMC <a href="#">22C.080.320</a>). Lobbies for multifamily uses and live-work dwelling units are an exception, provided the units meet the standards in MMC <a href="#">22C.080.320</a>.</i>								
Single detached	-	-	-		-	-	-	-
Single detached, <del>existing</del>			P		P	P	P	Single detached dwellings are limited to those <del>must be established on or prior to in existence as of</del> September 27, 2021, and are subject to the provisions of Chapter <a href="#">22C.100, Nonconforming Situations</a> .
Duplex				P	P	P	P	
Townhouse	P	P		P	P	P	P	
Multifamily	P	P <sup>x</sup>		P	P		P	<sup>x</sup> Multi-family must be above a ground floor commercial use in the MS zone.
Senior citizen assisted	P			C	P	C	C	

**Table 22C.080.120  
Permitted use table for downtown Marysville zones.**

<i>Table legend:</i> <i>P = Permitted use</i> <i>C = Conditional use</i> <i>No letter = Use not permitted</i>	<b>D</b>	<b>M</b>	<b>F</b>	<b>FR</b>	<b>MM</b>	<b>MH</b>	<b>MH2</b>	<b>Additional Provisions</b>
<b>Use Categories</b>	<b>C</b>	<b>S</b>	<b>F</b>	<b>FR</b>	<b>F<sup>y</sup></b>	<b>1</b>	<b>z</b>	
<b>Group Residences</b>								
Adult family home	P	P	P	P	P	P	P	Permitted within a single detached dwelling in existence as of September 27, 2021 Use is subject to obtaining a state license in accordance with Chapter <a href="#">70.128</a> RCW
Home, rest, convalescent, or for the aged	P				P			
Residential care facilities	P	P	P	P	P	P	P	
Enhanced services facilities	P		P	P				Enhanced services facilities are <del>permitted within</del> <u>limited to</u> the areas depicted in MMC <a href="#">22C.280.050</a> , Figure 1 In the DC zone, enhanced services facilities shall be located above a permitted ground floor commercial use See MMC Chapter <a href="#">22C.280</a> MMC for enhanced services facility regulations
Transitional housing facilities	P	P	P	P	P	P	P	Provide an operations plan as outlined in MMC <a href="#">22C.010.070</a> (53) and <a href="#">22C.020.070</a> (79)
Permanent supportive housing	P	P	P	P	P	P	P	Provide an operations plan as outlined in MMC <a href="#">22C.010.070</a> (53) and <a href="#">22C.020.070</a> (79)
Emergency housing	P, C	P, C	P, C	P, C				All facilities are subject to the regulations set forth in MMC Chapter <a href="#">22C.290</a> MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit
Emergency shelters – indoor	P, C	P, C	P, C	P, C				All facilities are subject to the regulations set forth in MMC Chapter <a href="#">22C.290</a> MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit
<b>Residential Accessory Uses</b>								
<u>Dwelling units, accessory</u>						P	P	<a href="#">MMC 22C.180.030</a>
<u>Home occupations</u>	P	P	P	P	P	P	P	<a href="#">MMC Chapter 22C.190</a> No signage is permitted in townhouse or multifamily buildings
<u>Other residential accessory uses</u>	P	P	P	P	P	P	P	<u>Uses accessory to permitted principal uses may be pursued as authorized by the director.</u>
<b>Nonresidential Uses</b>								
<i>Notes: <sup>y</sup> In the Midrise Multifamily (MMF) zone, commercial is allowed for properties abutting Third and Fourth Streets, but is limited to a ground floor element of a mixed use building for other properties within this zone. <sup>z</sup> In the Middle Housing 2 (MH2) zone, commercial is not allowed except as a ground floor element of a mixed use building located along an arterial street, and is limited to uses that serve the immediate needs of the neighborhood.</i>								
Amusement and entertainment	P	P <sup>x</sup>	P	P				Operations shall be conducted entirely indoors <sup>x</sup> Excludes shooting ranges
Cultural, as listed below based on gross floor area (GFA):								

**Table 22C.080.120  
Permitted use table for downtown Marysville zones.**

<i>Table legend:</i> <i>P = Permitted use</i> <i>C = Conditional use</i> <i>No letter = Use not permitted</i> <b>Use Categories</b>	<b>D</b> <b>C</b>	<b>M</b> <b>S</b>	<b>F</b> <b>FR</b>	<b>MM</b> <b>F<sub>Y</sub></b>	<b>MH</b> <b>1</b>	<b>MH2</b> <b>Z</b>	<b>Additional Provisions</b>
<10,000 sf GFA	P	P	P	<u>P</u>	C	C	C
10,000 – 20,000 sf GFA	P	C	P	<u>P</u>	C	<u>C</u>	C
>20,000 sf GFA	P		P	<u>P</u>	C		
Dancing, music and art center	P	C <sub>x</sub>	P	<u>P</u>			×Use conditionally permitted with 10,000 – 20,000 sf GFA and prohibited over 20,000 sf GFA
Day care, as listed below:							Day cares are defined in MMC 22A.020.050 <del>uses</del> <del>include child and adult day care</del> and are subject to all state licensing requirements.
Day care I	P <sub>x</sub>	P <sub>x</sub>	P <sub>x</sub>	<u>P<sub>x</sub></u>	P <sub>x</sub>	P <sub>x</sub>	P <sub>x</sub>
Day care II	P	P	<u>P</u>	<u>C</u>	<u>CP<sub>x</sub></u>		<u>CP<sub>x</sub></u> × Only as an accessory to residential use and subject to the criteria set forth in <u>MMC Chapter 22C.200</u> <del>MMC</del>
<u>Drive through, principal or accessory</u>							<u>Drive through is defined in MMC 22A.020.050</u>
Education services	P	P	P	<u>P</u>	C	C	C
Electric vehicular charging station	P	P	P	<u>P</u>	P	P	P
Electric vehicular battery exchange			P	<u>P</u>			
Essential public facilities	C	C	C	<u>C</u>	C	C	C
See Chapter <u>22G.070</u> MMC for the siting process for essential public facilities							
General service uses, except those listed below:	P	P	P	<u>P</u>			Operations shall be conducted entirely indoors
Small boat sales, rental and repair, equipment rentals, vehicle repair, commercial vehicle repair, car wash, <del>self</del> <del>mini</del> storage							
Government services, except <del>as those</del> listed below:	P	P	P	<u>P</u>	P	P	P
Public safety facilities, including police and fire	C	C	C	<u>C</u>	C	C	C
All buildings shall maintain a 20-foot setback from adjoining residential zones Any buildings from which firefighting equipment emerges onto a street shall maintain a distance of 35 feet from such street							
Health services, except as listed below:	P	P	P	<u>P</u>	P		
Hospital	C		C	<u>C</u>			
Pick up and drop off areas are permitted if determined by the director to be needed for safe and efficient hospital operations and may be subject to a screening plan.							
Heavy service uses, except those listed below:			C				
Commercial vehicle storage, automotive rental and leasing							

**Table 22C.080.120  
Permitted use table for downtown Marysville zones.**

<i>Table legend:</i> <i>P = Permitted use</i> <i>C = Conditional use</i> <i>No letter = Use not permitted</i>	<b>D</b>	<b>M</b>	<b>F</b>	<b>FR</b>	<b>MM</b>	<b>MH</b>	<b>MH2</b>	<b>Additional Provisions</b>
<b>Use Categories</b>	<b>C</b>	<b>S</b>	<b>P</b>	<b>P</b>	<b>F<sub>Y</sub></b>	<b>1</b>	<b>z</b>	
Light industrial/ manufacturing, <del>except as listed below:</del>	P		P					Operations shall be conducted entirely indoors
Artisan manufacturing	P	P	P	<u>P</u>				<u>Operations shall be conducted entirely indoors</u>
Nursery	P <sup>x</sup>		P	<u>P</u>				<sup>x</sup> Retail only
Park, community center	P	P	P	<u>P</u>	P	P	P	
<u>Parking lot</u>	<u>P</u>		<u>P</u>					<u>Stand-alone parking lots are only allowed in the listed zones. Parking lots accessory to a residential or non-residential use are permitted in all zones.</u>
Personal services use	P	P	P	<u>P</u>				Operations shall be conducted entirely indoors
Professional office	P	P	P	<u>P</u>	P			
Marina, dock and boathouse – private and noncommercial, boat launch	P		P	<u>P</u>				
Retail uses, as listed below and based on gross floor area (GFA)/individual use:								Excludes retail uses with exterior sales and/or storage areas <del>greater than 15,000 sf GFA or occupying a greater area than the use's building.</del> <u>Drive-throughs are prohibited</u>
<2,500 sf GFA	P	P	P	<u>P</u>	P	€	C	
2,500 – 20,000 sf GFA	P	P	P	<u>P</u>				
20,001 – 50,000 sf GFA	P	C	P	<u>P</u>				
>50,000 sf GFA	P	C	P	<u>P</u>				
Special retail sales uses:								
Eating and drinking places	P	P	P	<u>P</u>	C			<u>Drive-throughs are prohibited</u>
Gas station	P		P	<u>P</u>				
Heavy retail, <u>except as listed below:</u>			C					
<u>Motor vehicle and boat dealer, and heavy equipment sales</u>								
State-licensed marijuana facilities								
Temporary lodging	P	P	P	<u>P</u>				
Temporary uses	See <u>MMC Chapter 22C.110 MMC</u>							
<b>Regional Uses</b>								
Regional uses, except as listed below:								
College	P		P	<u>P</u>	C	€	C	
Transit park and pool lot	P		P	<u>P</u>	P	£	P	
Opiate substitution treatment program facilities	P		P	<u>P</u>				MMC <a href="#">22C.080.150</a>

**Table 22C.080.120  
Permitted use table for downtown Marysville zones.**

<i>Table legend:</i> <i>P = Permitted use</i> <i>C = Conditional use</i> <i>No letter = Use not permitted</i>	<b>D</b>	<b>M</b>	<b>S</b>	<b>F</b>	<b>FR</b>	<b>MM</b>	<b>MH</b>	<b>MH2</b>	<b>Additional Provisions</b>
<b>Use Categories</b>	<b>C</b>	<b>S</b>	<b>F</b>	<b>FR</b>	<b>F<sub>Y</sub></b>	<b>1</b>	<b>z</b>		
Jail	C		C	C					
Regional storm water facility	C		C	C	C	C	C	C	
Public agency training facility	C		C	C					Except weapons armories and outdoor shooting ranges
Nonhydroelectric generation facility	C		C	C	C	C	C	C	
<u>Wireless communication facility</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	Subject to MMC Chapter 22C.250 and the small cell wireless design district provisions in MMC 22C.250.120.
<b>Nonresidential Accessory Uses</b>									
<u>Nonresidential accessory uses</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Uses accessory to permitted principal uses may be pursued as authorized by the director.</u>
<u>Dwelling units, accessory</u>	-	-	-		-	P	P	P	MMC <a href="#">22C.180.030</a>
<u>Home occupations</u>	P	P	P	P	P	P	P	P	Chapter <a href="#">22C.190</a> MMC No signage is permitted in townhouse or multifamily buildings

### **22C.080.130 Flex residential overlay zone uses.**

In addition to use permissions of the flex zone, the following residential uses are permitted in the flex overlay zone:

- (1) Single Detached. One single detached dwelling is allowed on existing lots. New subdivisions intended for single detached dwellings are prohibited.
- (2) Duplex.
- (3) Townhouse.
- (4) Multifamily.
- (5) Adult Family Homes. Use is subject to obtaining a state license in accordance with Chapter [70.128](#) RCW.
- (6) Residential care facilities.
- (7) Specialized senior housing is allowed subject to the conditional use review process and approval criteria as stated in Chapter [22G.010](#) MMC.
- (8) Accessory uses, including accessory dwelling units, home occupations, and uses accessory to principal uses.



(9) ~~Enhanced services facilities (ESFs) are permitted in the flex residential overlay zone when located within the area depicted in MMC [22C.280.050](#), Figure 1. See Chapter [22C.280](#) MMC for enhanced services facility regulations.~~

### **22C.080.130 Opiate substitution treatment program facilities.**

(1) Opiate substitution treatment program facilities permitted within commercial zones are subject to MMC Chapter [22G.070](#), Siting Process for Essential Public Facilities.

(2) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:

(a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child care facility, or actual place of regular worship established prior to the proposed treatment facility.

(b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.

(c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.

### **22C.080.140 Dimensional regulations for downtown Marysville zones.**

(1) Purpose. To promote forms of development that reinforce and/or enhance the desired character of the downtown Marysville zones.

(2) Dimensional Regulations Table. The table below addresses the form and intensity of development specific to individual downtown Marysville zones. The zone is located on the vertical columns and the form/intensity measure being addressed is located on the horizontal rows.

Table 22C.080.140

Dimensional Regulations for Downtown Marysville Zones

Table 22C.080.140 Dimensional regulations for downtown Marysville zones.								
Measure	DC	MS	F	FR	MMF	MH1	MH2	Additional Provisions
<b>DEVELOPMENT INTENSITY AND HEIGHT</b>								
Base height (feet)	85 <sup>x</sup>	45 <sup>x</sup>	45 <sup>x,y</sup>	45 <sup>x,y</sup>	65	35	45	<sup>x</sup> Height may be increased by 1' for each 1' of street and interior setback beyond minimum requirement <sup>y</sup> Max height is 75' for the SW waterfront parcel, as depicted in Map 3 of the Downtown Master Plan <del>is</del> 75'

Table 22C.080.140

Dimensional Regulations for Downtown Marysville Zones

Table 22C.080.140 Dimensional regulations for downtown Marysville zones.								
Measure	DC	MS	F	FR	MMF	MH1	MH2	Additional Provisions
Maximum Base density (dwelling unit (du)/acre)	-	-	28*	<u>28</u>	28	18	18	Developments may exceed the maximum base density if they comply with Chapter <a href="#">22C.090</a> MMC, Residential Density Incentives *Applies to residential overlay areas only
Maximum Density (du/acre)	None	None	45*		None	None	None	*Applies to residential overlay areas only
Minimum Density (du/acre)	<u>20.45</u>	-		<u>20</u>	<u>20.45</u>	<u>10</u>	<u>10</u>	Applies to sites greater than 20,000 square feet. The director may waive the minimum density requirement for: a) mixed use projects that provide a wide variety of desirable nonresidential uses; or b) for sites with unique size, shape, topography, location, critical areas encumbrance, or other feature that preclude the minimum density being achieved. A written justification must be provided by the applicant and is subject to director approval.
Maximum density (du/acre)	None	None		None	None	None	None	
Minimum lot area (square feet)	There is no minimum lot area regulation; however, lot dimensions will be influenced by permitted uses, market conditions, and other development regulations herein.							
Maximum impervious surface (%)	There is no maximum percentage standard for impervious surfaces; however, the impervious surfaces will be limited by setbacks, required landscaping and open space, compliance with stormwater management provisions (see City of Marysville Storm Water Design Manual), critical areas provisions (see Chapter <a href="#">22E.010</a> MMC), and market conditions, and compliance with other zoning and site design regulations in this chapter.							
<b>SETBACKS (minimum)</b>								
Street setback (feet)	0 – 10 <sup>x</sup>	0 – 10 <sup>x</sup>	0 – 10 <sup>x</sup>	<u>0 – 10<sup>x</sup></u>	20 <sup>y</sup>	20 <sup>y</sup>	20 <sup>y</sup>	<sup>x</sup> See Article IV of this chapter for applicable block frontage standards <sup>y</sup> The minimum street setback shall be 20' or the average street setback for adjacent lots (when less than 20') which shall apply to the primary block frontage. For corner lots, the secondary street setback may be reduced to 10 feet along non-arterials and to 15 feet along arterials.
Side yard setback (feet)	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup>	<u>0 – 15<sup>x</sup></u>	0 – 15 <sup>x</sup>	5 – 15 <sup>x</sup>	5 – 15 <sup>x</sup>	<sup>x</sup> See MMC <a href="#">22C.080.150</a> <del>22C.080.410</del> for applicable side and rear yard setbacks.

Table 22C.080.140

Dimensional Regulations for Downtown Marysville Zones

Table 22C.080.140 Dimensional regulations for downtown Marysville zones.								
Measure	DC	MS	F	FR	MMF	MH1	MH2	Additional Provisions
Rear yard setback (feet)	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup>	0 – 15 <sup>x</sup> <sub>y</sub>	0 – 15 <sup>x</sup> <sub>y</sub>	* See MMC <a href="#">22C.080.150</a> for applicable side and rear yard setbacks y Where no alley is present, the minimum rear yard setback is 5'

**~~22C.080.150 Opiate substitution treatment program facilities.~~**

~~(1) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.~~

~~(2) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:~~

- ~~(a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child care facility, or actual place of regular worship established prior to the proposed treatment facility.~~
- ~~(b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.~~
- ~~(c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.~~

**22C.080.150 Side and rear yard setbacks.**

(1) Purpose.

- (a) To promote the functional and visual compatibility between developments, particularly between zones of different intensity.
- (b) To protect the privacy of residents on adjacent properties.

(2) Side and Rear Setback Standards. Table 22C.080.410150(2) sets forth a range of minimum side and rear yard setbacks in all subarea zones between zero and 15 feet. The provisions in the table below clarify specific setback requirements:

- (a) Zero side and rear yard setbacks are allowed where developments integrate windowless firewalls that meet the design provisions of MMC [22C.080.540\(4\)](#).

**Table 22C.080.150(1)**  
**Minimum side- and rear-yard setbacks in the subarea.**

<b>Context</b>	<b>Min. Setback</b>
Windowless firewalls in all zones except MHI and MH2. All firewalls shall meet the design provisions of MMC 22C.080.540(4).	0'
Adjacent to alley.	0'
Secondary street setback for corner lots in the MHI and MH2 zones.	10' (non-arterial); 15' (arterial)
Sites abutting a residential zoning district are subject to subsection (3) of this section.	15'
When required per subsection (4) of this section for light and air access and privacy along side and rear property lines.	15'
All other contexts (other than the situations noted above).	5'

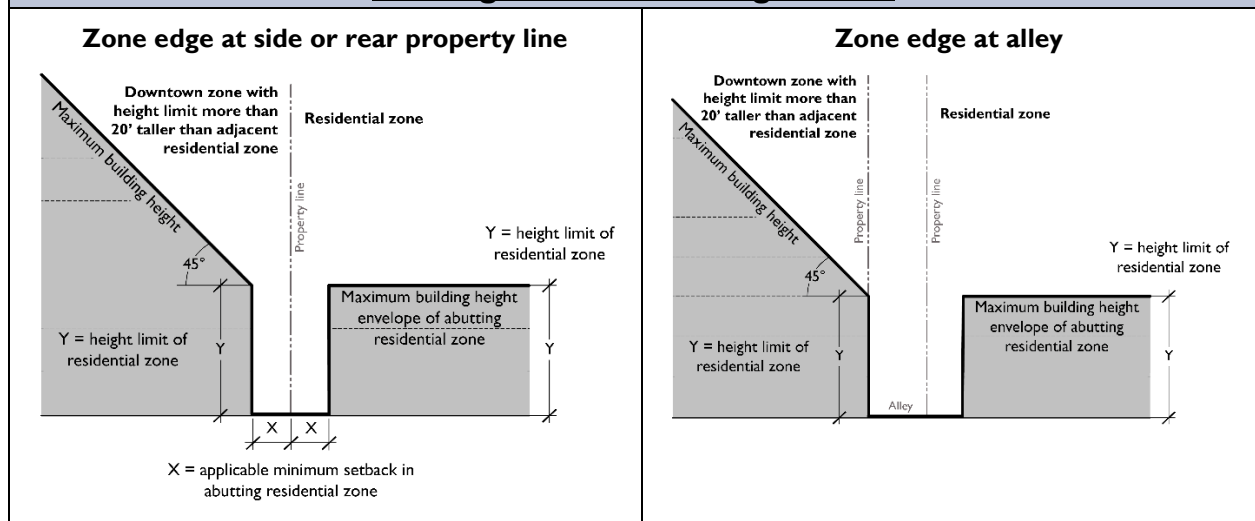
(3) Special Setback/Building Height Standards for Sites Abutting Residential Zones. For sites directly abutting or across an alley from a residential zoning district with a height limit that is at least 20 feet less than the subject zone, the following standards apply:

(a) Setbacks. A minimum 15-foot building setback is required in applicable residential zones. Where the zone edge occurs on an alley right-of-way, no setback is required.

(b) Building Height Restrictions. From the required setback, the maximum allowable building height increases at a 45-degree angle inward from the maximum height limit of the adjacent residential zone up to the maximum height of the applicable zone.

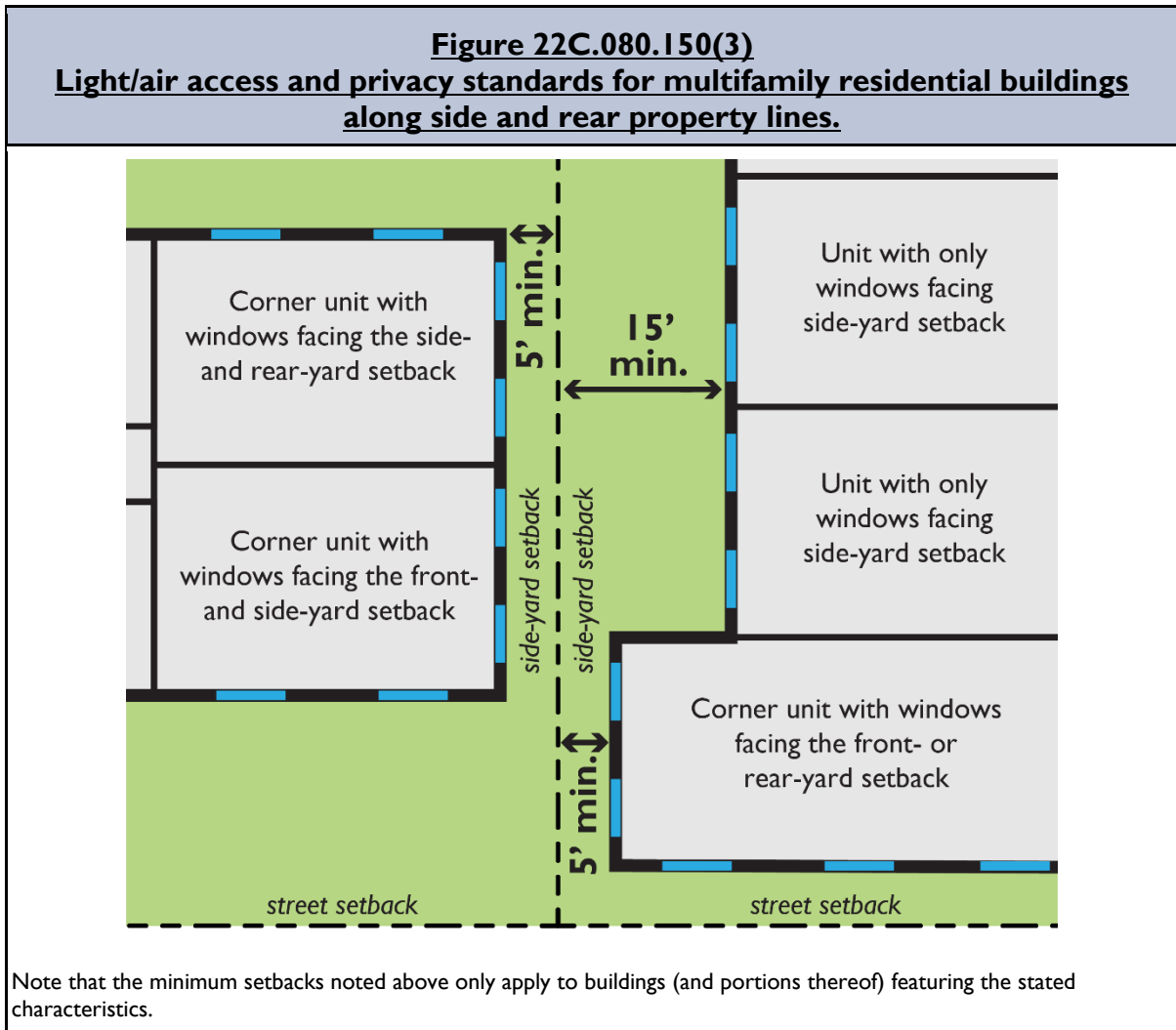
**Figure 22C.080.150(2)**

**Illustrating minimum side and rear yard setbacks to an abutting residential zoning district.**



(4) Light and Air Access and Privacy Near Interior Side and Rear Property Lines. Buildings or portions thereof containing multifamily dwelling units whose only solar access (windows) is from the applicable side or rear of the building (facing towards the side or rear property line) shall be set back from the applicable side or rear property lines at least 15 feet. See Figure 22C.080.150(4). For building elevations taller than four stories, floors above the fourth floor shall be set back at least 20 feet from the applicable side or rear property lines. Note: These standards do not apply to side or rear property lines where adjacent to a street, access corridor, or easement where no building may be developed.

DEPARTURES will be allowed where it is determined that the proposed design will not create a compatibility problem in the near and long term based on the unique site context.



### Article III. Street Design, Circulation and Parking

#### 22C.080.200 Purpose.

The purpose of Article III is to:

(1) Expand and enhance downtown Marysville’s circulation network and streetscape design that support the envisioned pedestrian-friendly mixed use development within the subarea.

(2) Emphasize a “complete streets” approach to street improvements within downtown Marysville. This involves designing and operating streets to enable safe and convenient access and travel for all users including pedestrians, bicyclists, transit riders, and people of all ages and abilities, as well as freight and motor vehicle drivers, and to foster a sense of place in the public realm with attractive design amenities.

(3) Clarify the nature, extent, and location of required street and circulation improvements.

### **22C.080.210 Streetscape classifications and regulations.**

Downtown Marysville streetscape classifications and regulations are set forth in Chapter 3 of the Engineering Design and Development Standards.

### **22C.080.220 Through-block connections.**

Figure 22C.080.220.A illustrates the configuration of several “through-block connections” intended to enhance pedestrian circulation in the area, while also providing an option for vehicular access to on-site parking, functioning as a design amenity to new development, and breaking up the massing of buildings on long blocks. Specific regulations:

(1) Required Connections and Public Access Easement. If an applicant owns a lot containing a proposed through-block connection, within it or along the edge of the property, the applicant shall provide such through-block connections in conjunction with their project development as a public right-of-way, or public access easement, as approved by the city engineer. Exception: For uses that require large building footprints, restricted security access, or other unique requirements for restricting access, the director may approve alternatives to designated through-block connections provided the proposed design maximizes pedestrian and vehicular connectivity on and/or around the site and the designs maximize opportunities for connectivity and contribution to a network.

**Figure 22C.080.220.A**

**Downtown Marysville planned through-block connections.**



(2) Alignment. Specific alignments for the through-block connections will be developed during the development review process for applicable sites.

(3) Accessibility. Through-block connections shall be accessible to the public at all times and may take a variety of forms, depending on the block size and use mix, as specified in subsection (6) of this section.

(4) Design Departures. Adjustments to the through-block connection regulations in subsection (6) of this section may be approved by the city as a departure, pursuant to MMC [22C.080.030](#), provided the design:

- (a) Creates a safe and welcoming pedestrian route.
- (b) Provides an effective transition between the shared lane or path and adjacent uses (e.g., enhances privacy to any adjacent ground-level residential units).
- (c) Functions as a design amenity to the development.

(5) Cantilever Design. Buildings may project or cantilever into minimum required easement areas on building levels above the connection provided a 13-foot, six-inch vertical clearance is maintained or as otherwise required for emergency access.

(6) Through-Block Connection Types. Unless otherwise noted in Figure 22C.080.305, required through-block connections may take any of the following forms. A combination of designs set forth above may be used for each connection.

(a) Street. Functions like a public street and features traditional curb and gutters.

(i) Applicability. The “street” design is required for the Columbia Avenue through-block connection and may be applied to any through-block connection within the subarea, as determined by the city engineer.

(ii) Roadway improvements, channelization, site access and lighting plans shall be required to be reviewed and approved by the city engineer.

(b) Woonerf Design. A “woonerf” is a shared lane where both vehicles and pedestrians share the space.

(i) Applicability. The “woonerf” or shared lane may apply to any through-block connection within the subarea.

(ii) Forty-foot minimum public access easement.

(iii) Twenty-foot-wide two-way shared travel lane featuring concrete, unit paving, or other similar decorative and durable surface material. Asphalt is prohibited.

(iv) Ten-foot minimum landscaping strips with L3 landscaping per MMC [22C.120.110](#) on each side of the shared lane. Curbs and/or raised planter walls may be included in the required landscaping area.

(v) Where such through-block connection is integrated along the edge of a development, a minimum easement of 20 feet is required for the shared travel lane.

(vi) Woonerf design connections are subject to block frontage regulations in MMC [22C.080.355](#).

Figure 22C.080.220(6)(b)(i) illustrates the cross-section for minimum regulations for the woonerf design.



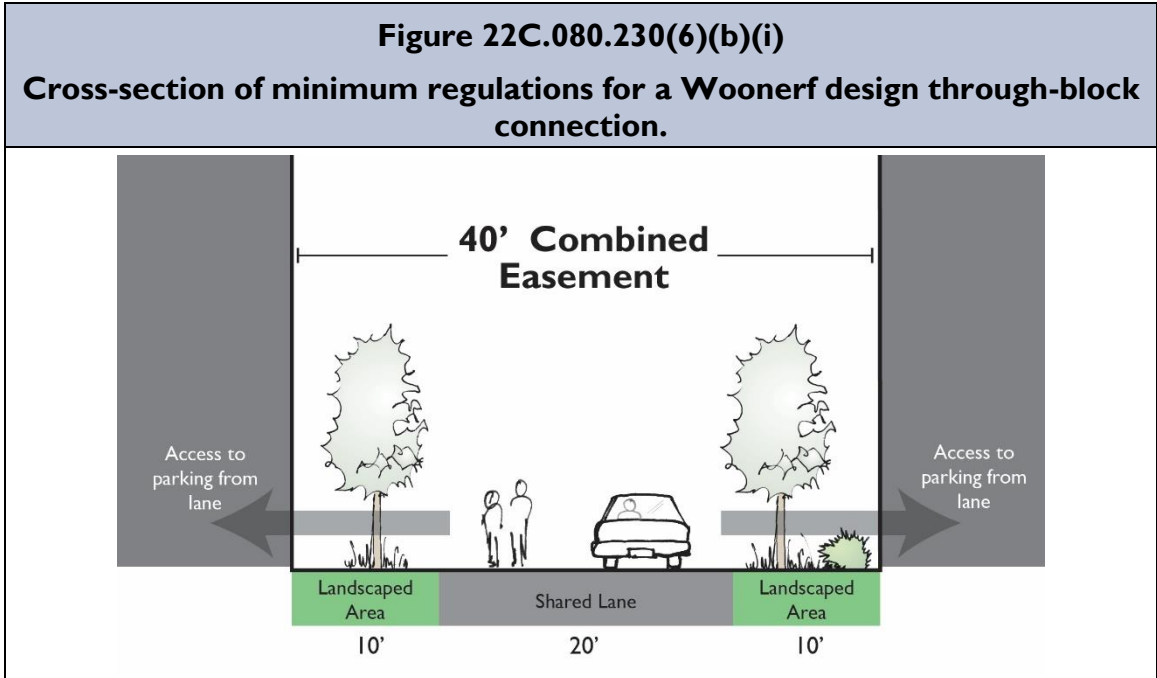
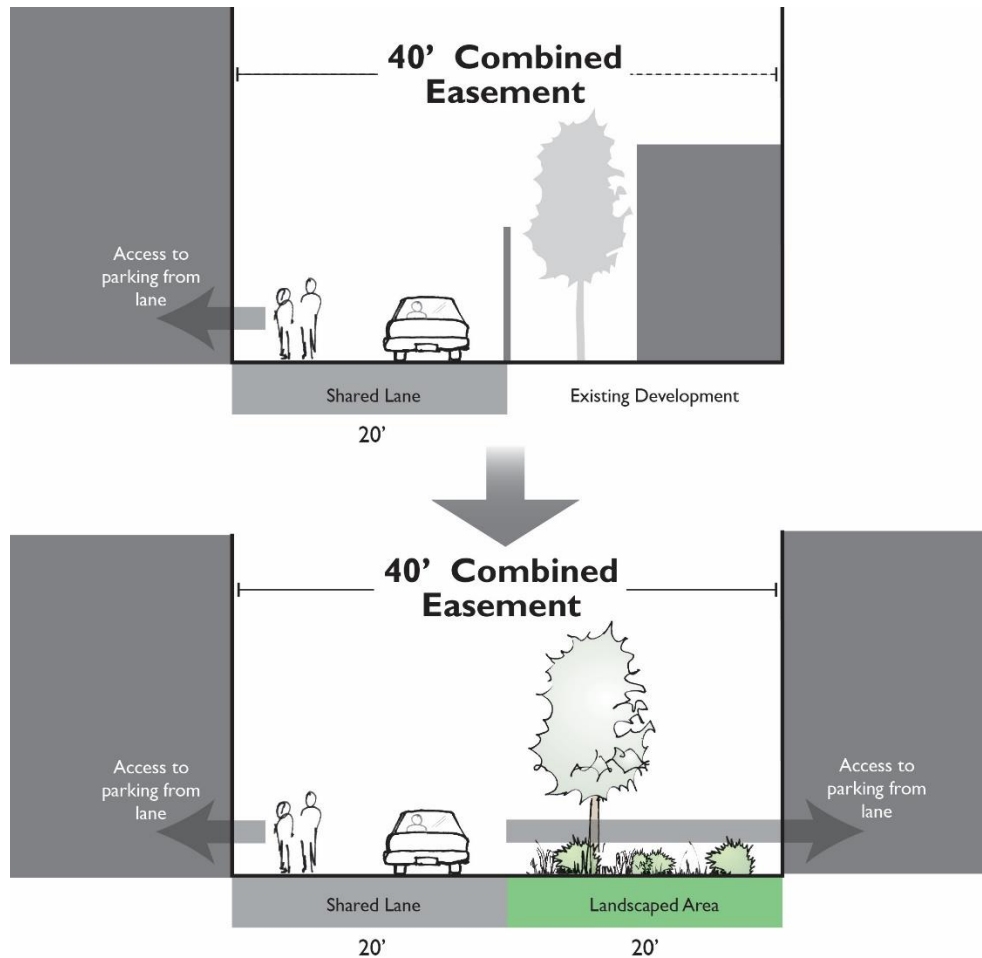


Figure 22C.080.220(6)(b)(ii) illustrates regulations for scenarios where a through-block connection is located on the edge of a site, where its development likely will be phased in as the adjacent properties redevelop.

**Figure 22C.080.230(6)(b)(ii)**

**Cross-section of minimum regulations for a woonerf design through-block connection when developed along the edge of development site.**



The top image illustrates a scenario where a new development includes a required access-corridor on the edge of the development site abutting an existing development. In this scenario, a minimum 20-foot easement shall be required and include a shared lane. The shared-lane shall be designed to allow a future connection to the adjacent site.

The bottom image illustrates a second phase where the adjacent property is redeveloped. An additional 20-foot easement will be required plus a connection shall be added (where necessary to provide access for on-site parking), but the remaining area shall be landscaped with L3 Landscaping (see MMC 22C.120.110).

(c) Landscaped Passageway Design.

(i) Applicability. Optional design when vehicular access to the site is provided elsewhere on the site.

(ii) Thirty-foot-minimum public access easement.

(iii) Eight to 16-foot walking path. Eight to 10-foot paths are appropriate in a residential context, whereas the wider path is more desirable where active ground level uses with outdoor seating/dining areas.

(iv) Seven to 11-foot minimum landscaping strips (with L3 landscaping per MMC [22C.120.110](#)) on each side of the walking path. Raised planter walls may be included in the required landscaping area.

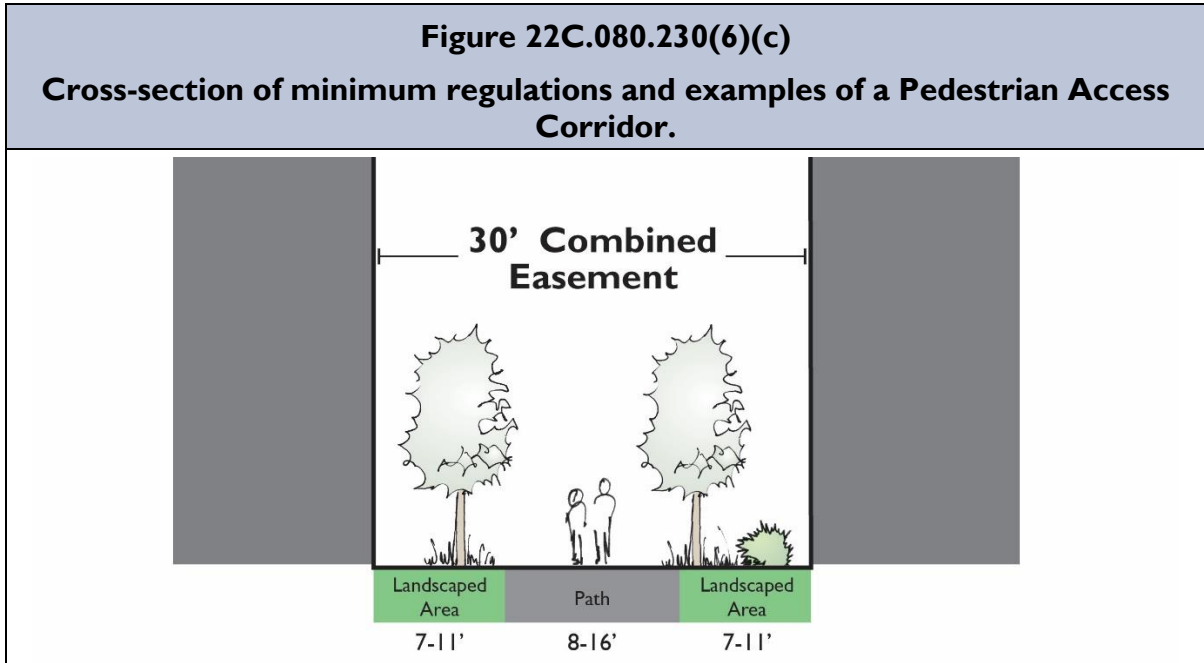
(v) Where such through-block connection is integrated along the edge of a development, a minimum easement of 15 feet is required for the subject walking path and landscaping. Adjustments to the walking path and landscaping widths and configurations are allowed provided the design effectively balances the following objectives:

(A) Creates a safe and welcoming pedestrian route.

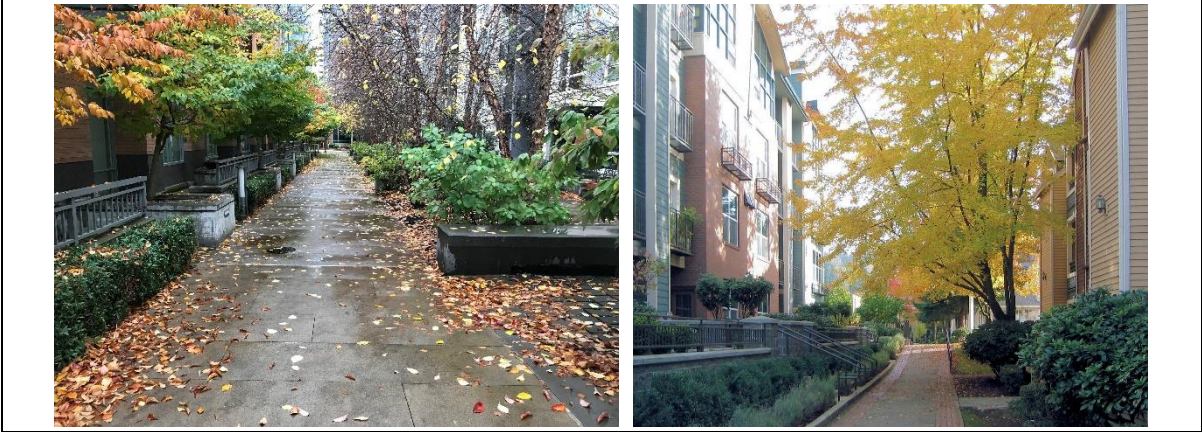
(B) Provides an effective transition between the walking path and adjacent uses (e.g., enhances privacy to any adjacent ground-level residential units).

(C) Functions as a design amenity to the development.

(vi) Landscaped passageway design connections are subject to block frontage regulations in MMC [22C.080.355](#).



**Figure 22C.080.230(6)(c)**  
**Cross-section of minimum regulations and examples of a Pedestrian Access Corridor.**



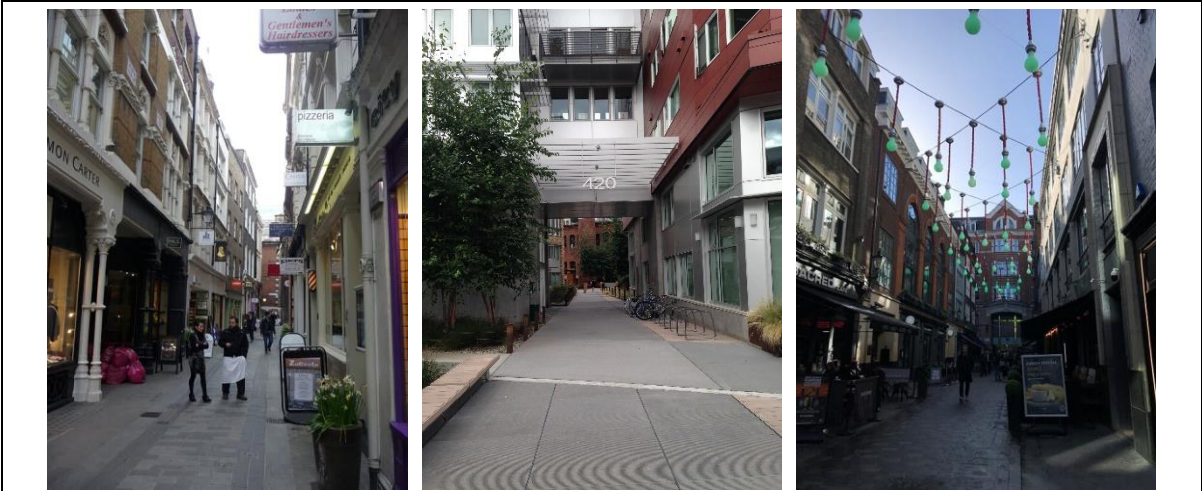
(d) Urban Passage Design.

(i) Applicability. Optional design when vehicular access to the site is provided elsewhere on the site and active ground-level uses are provided along frontages.

(ii) Sixteen-foot minimum public access easement.

(iii) Urban passage design connections are subject to block frontage regulations in MMC [22C.080.360](#).

**Figure 22C.080.230(6)(d)**  
**Urban passage examples.**



## 22C.080.230 Parking and loading.

The provisions herein supplement the off-street parking provisions in Chapter [22C.130](#) MMC, Parking and Loading. Where there is a conflict, the provisions herein apply.

(1) Tandem Parking. Tandem parking is allowed for individual dwelling units, and may be used to meet minimum parking standards.

(2) Minimum Number of Parking Spaces Required. The minimum number of parking spaces for all zones and use categories is stated in Table 22C.080.230.

(a) The number of parking spaces is computed based on the uses on the site. When there is more than one use on a site, the required parking for the site is the sum of the required parking for the individual uses. If the parking calculation used to determine parking requirements results in a fraction greater than or equal to one-half, parking shall be provided equal to the next highest whole number.

~~(a)~~(b) Special cases are indicated by the term “director decision,” in which case parking requirements shall be established by the director. For determination by the director, the applicant shall supply one of the following:

(i) Documentation regarding actual parking demand for the proposed use.

(ii) Technical studies prepared by a qualified professional relating to the parking need for the proposed use.

(iii) Documentation of parking requirements for the proposed use from other comparable jurisdictions.

(iv) For unclassified uses, refer to MMC [22C.130.030](#)(2)(i).

~~(b)~~(c) Parking may be waived by the director for expansion of existing commercial uses requiring less than 10 spaces.

~~(c)~~(d) For commercial uses requiring more than 10 spaces, the director may approve a 50 percent parking reduction if the applicant can demonstrate that adequate on-street parking facilities exist within 400 feet of the proposed use. In approving a parking reduction, the director may require improvement of existing, or dedicated, right-of-way to meet the intent of the downtown master plan by providing improved parking, walkways and access.

~~(d)~~(e) Some developments within one-quarter mile of frequent transit may be eligible for a parking minimum exception or reduction per House Bill 1923, modified by House Bill 2343.

**Table 22C.080.230**

**Minimum Required Off-street Parking Spaces regulations for commercial uses (minimum number of parking spaces required).**

Use Categories	Minimum number of off-street parking spaces	Additional Provisions
<b>NONRESIDENTIAL (spaces per square feet of gross floor area, unless otherwise noted)</b>		
General services, heavy services and heavy retail	1/600 sf	-
Artisan manufacturing	1/750 sf	-
Education services	5 plus 1 per staff (elementary and junior high); 1 per 10 students plus 1 per staff (high school); and 1 per staff plus 1 per each 2 students (commercial/vocational schools)	
Eating and drinking establishments	1/400 sf	No parking is required for uses in a new building with less than 10,000 sf gross floor area in the <u>Main Street (MS) zone</u>
Government services, general		
Health and social services		
Recreation, culture and entertainment, indoor		
Hotels and motels	1/unit or suite	
Banks and professional office	1/500 sf	No parking is required for uses in a new building with less than 10,000 sf gross floor area in the <u>Main Street (MS) zone</u>
Personal services use		
Retail uses		
Hotels and motels	1/unit or suite	
General services, heavy services and heavy retail	1/600 sf	
Artisan manufacturing	1/750 sf	
Manufacturing, except artisan manufacturing	1/1,000 sf	Plus Office areas are subject to the professional office space parking requirement when applicable
Uses not otherwise categorized	Director's decision.	
<b>RESIDENTIAL (spaces per dwelling unit)</b>		
Single-family, duplex and townhome	2.0	
Accessory dwelling unit	1.0	No parking is required within one-quarter mile of a major transit stop
Multifamily dwelling unit		
Studio	1.0	

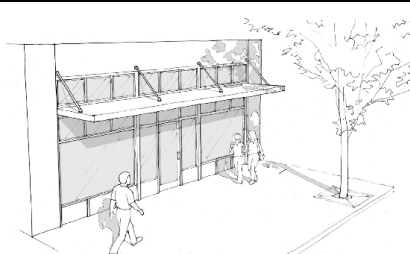
Table 22C.080.230 Minimum Required Off-street Parking Spaces regulations for commercial uses (minimum number of parking spaces required).		
Use Categories	Minimum number of off-street parking spaces	Additional Provisions
1 bedroom	1.25	
2 bedrooms or more	1.5	

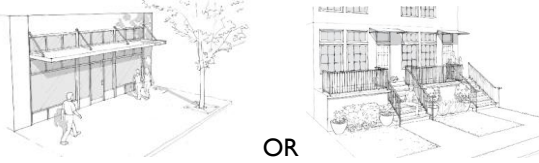

**Article IV. Design Standards – Block Frontages**

**22C.080.300 Purpose.**

The purpose of Article IV is:

- (1) To achieve the envisioned character of downtown Marysville as set forth in the goals and policies of the Marysville downtown master plan.
- (2) To enhance pedestrian environments by emphasizing activated ground-level block frontage designs for commercial, mixed use, and multifamily developments.
- (3) To minimize potential negative impacts of off-street parking facilities on the streetscape in strategic areas.
- (4) To promote good visibility between buildings and the street for security for pedestrians and to create a more welcoming and interesting streetscape.

Table 22C.080.300 Summary of key block-frontage types.		
	Permitted Frontage	Details
Active Ground Floor		<ul style="list-style-type: none"> <li>No new ground-level parking adjacent to the street.</li> <li>Special transparency, weather protection, and entry requirements.</li> <li>Minimum commercial space height and depth.</li> <li>No ground floor residential uses except for live/work units where the storefront space meets height and depth standards.</li> </ul>

<b>Table 22C.080.300</b>	
<b>Summary of key block-frontage types.</b>	
<b>Pedestrian Friendly</b>	<div style="display: flex; align-items: center; justify-content: center;">  </div> <p style="text-align: center;">OR</p> <p style="text-align: center;">Storefront or Landscape Frontages allowed</p> <ul style="list-style-type: none"> <li>Storefront designs allowed if they meet “Active Ground Floor” frontage provisions.</li> <li>Ground-level uses feature direct access to the sidewalk.</li> <li>Parking placed to the side or rear of buildings.</li> <li>Landscaping to soften façades of non-storefronts and buffer parking areas.</li> <li>Minimum façade transparency requirements per use and setback.</li> </ul>
<b>Landscaped</b>	<div style="display: flex; align-items: center; justify-content: center;">  </div> <ul style="list-style-type: none"> <li>Modest landscaped setback required</li> <li>Building entrances face the street.</li> <li>Weather protection required over entrances.</li> <li>Minimum façade transparency requirements per use and setback.</li> <li>Parking placed to the side or rear of buildings.</li> </ul>
<b>Undesignated</b>	<p style="text-align: center;">Flexible</p> <ul style="list-style-type: none"> <li>Flexible parking lot location standards.</li> <li>Landscaping to soften façades of non-storefronts and buffer parking areas.</li> <li>Minimum façade transparency requirements per use and setback.</li> <li>Storefront designs allowed if they meet “Active Ground Floor” frontage provisions.</li> </ul>

**22C.080.305 Block frontage designation map.**

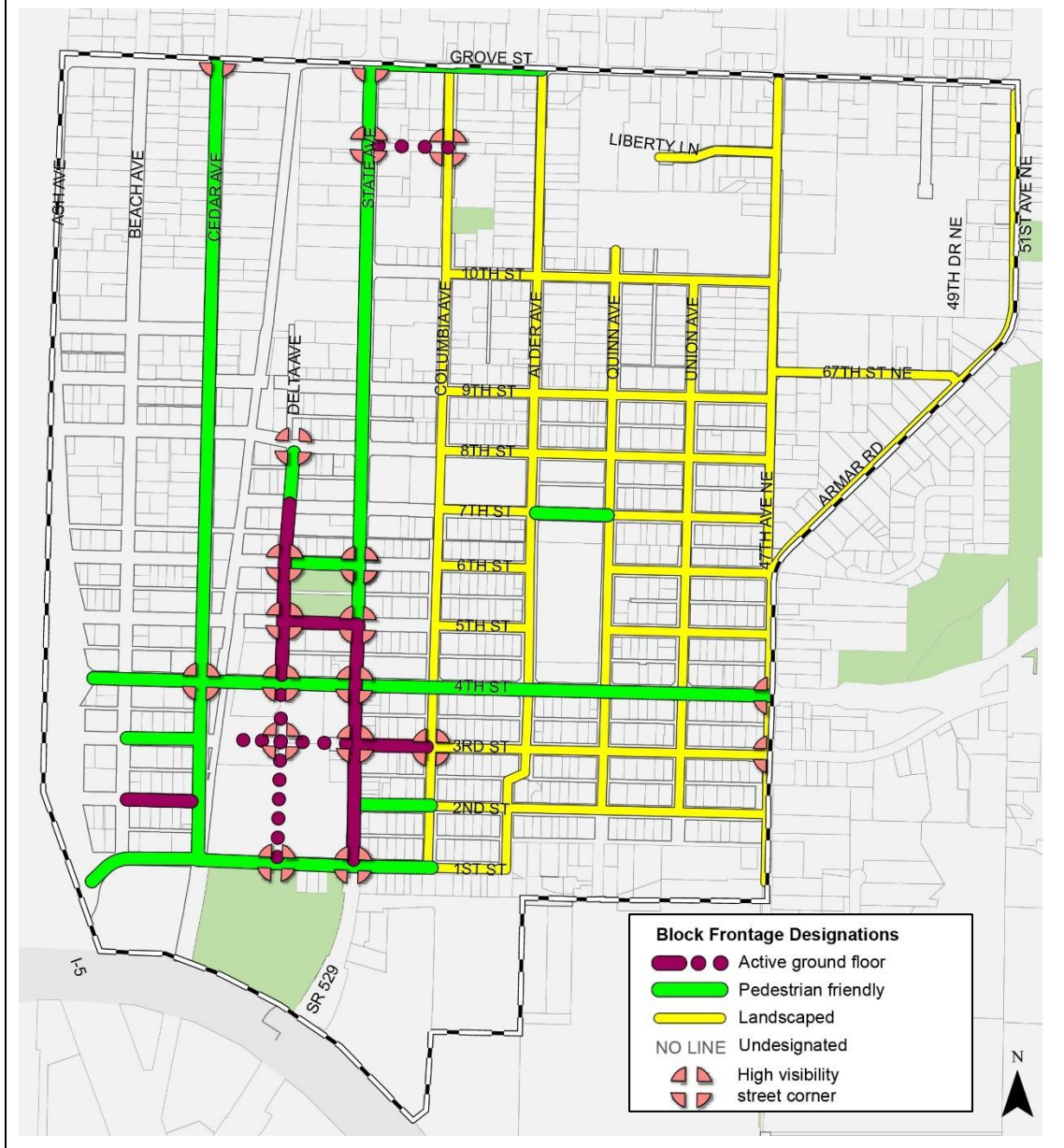
(1) Application of Map and Block Frontage Standards. New development fronting on all streets in downtown Marysville is subject to applicable standards in this article based on the block frontage designation of the street.

(2) Sites with proposed new active ground floor or pedestrian friendly block frontage designations: New development shall integrate no less than 75 percent of the length of applicable active ground floor and/or pedestrian friendly block frontages illustrated in Figure 22C.080.305. The alignment of active ground floor and pedestrian-friendly block frontages may be adjusted during the development review process provided the configuration meets the goals and policies of the Marysville downtown master plan. For example, if a site includes approximately 100 lineal feet of an active ground floor designated block frontage and 200 lineal feet of pedestrian-friendly block frontage, the new development shall integrate at least 75 lineal feet of active ground floor block frontage compliant development and at least 150 lineal feet of pedestrian-friendly block frontage compliant development. Developments may exceed the amount of active ground floor and pedestrian-friendly block frontages illustrated in Figure 22C.080.305.



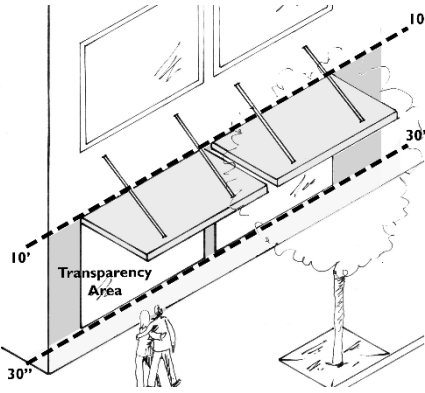
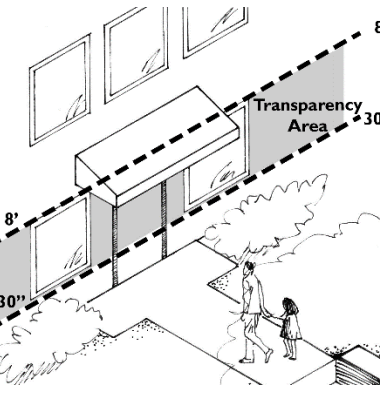
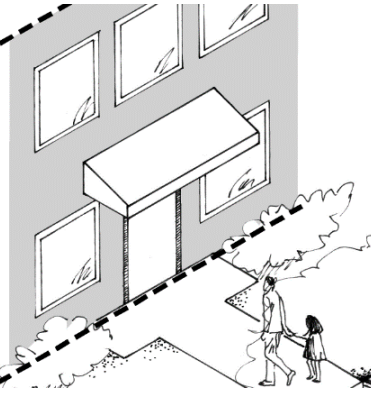


Figure 22C.080.305

Downtown Marysville block-frontage designations map.



## 22C.080.310 Transparency standards.

Some block frontage designations contain distinct minimum facade transparency standards. The purpose of these standards is to maintain “eyes on the street” for safety and create welcoming pedestrian environments. Table 22C.080.310 includes details on how they are measured.

Table 22C.080.310 Transparency standards		
Transparency area		
<p style="text-align: center;"><b>Storefront</b></p>  <p>The transparency area is on the ground floor between 30” and 10’ above sidewalk grade</p>	<p style="text-align: center;"><b>Ground floor non-residential and non-storefront</b></p>  <p>The transparency area is between 30” and 8’ above grade</p>	<p style="text-align: center;"><b>Residential buildings and residential portions of mixed-use buildings</b></p>  <p>All vertical surfaces of the façade are used in the calculations</p>
Other Transparency Provisions		
<p><b>Windows shall be transparent</b></p> <p>Ground-level window area for storefronts and other non-residential uses that is covered, frosted, or perforated in any manner that obscures visibility into the building shall not count as transparent window area. Perforated signs are allowed provided they meet applicable window sign standards in MMC 22C.160.200. Also, mirrored glass and highly-reflective or darkly-tinted windows shall not be counted as transparent windows.</p>	 <p style="text-align: center;">Covered windows</p>	 <p style="text-align: center;">Perforated sign</p>

**Table 22C.080.310  
Transparency standards**

**Display windows & parking garages**

Display windows may be used for up to 25% of non-residential transparency requirements (except for ground-level Storefront-designated block-frontages) provided they are at least 30" deep to allow changeable displays and the interior wall is non-structural so it can be removed if the windows are not used for display. Tack-on display cases as shown in the far right example do not qualify as transparent window area.

For parking garages (where allowed by block frontage standards), the left image illustrates how such a structure can meet (and not meet) the applicable transparency standards.



Integrated display windows



Tack-on display cases



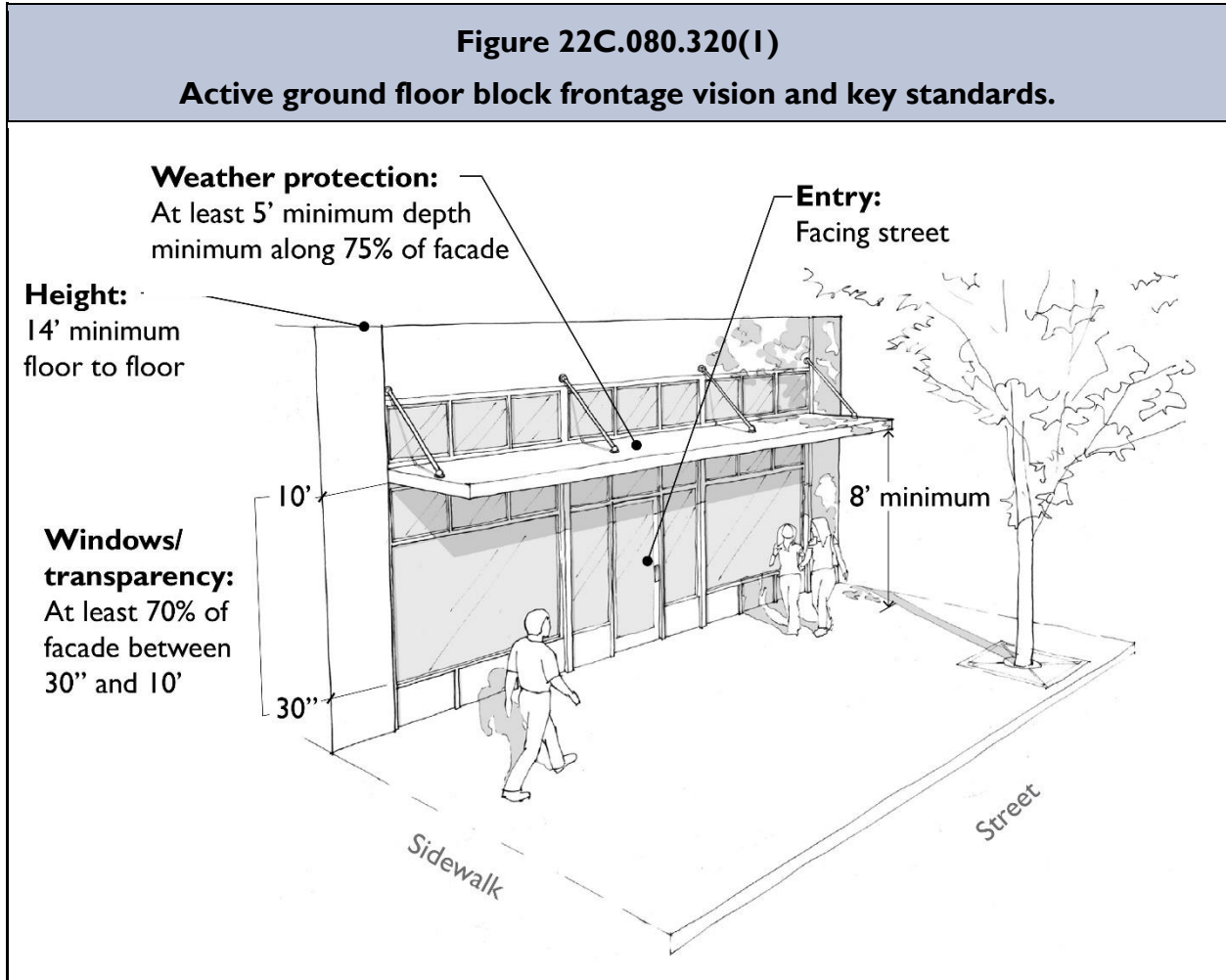
Parking garage with window openings




Parking garage without window openings


## 22C.080.320 Active ground floor block frontage standards.

(1) Purpose. Active ground floor block frontages are the most vibrant and active shopping and dining areas within the subarea. Blocks designated as active ground floor block frontages (as shown in Figure 22C.080.305) include continuous storefronts placed along the sidewalk edge with small-scale shops and many business entries.



(2) Standards. All development on sites with an active ground floor block frontage designation shall comply with the standards in Table 22C.080.320(2):

<b>Table 22C.080.320(2)</b>		
<b>Active ground floor block-frontage standards.</b>		
The ➡ symbol refers to DEPARTURE opportunities. See 22C.080.320(3) below for special departure criteria.		
<b>Element</b>	<b>Regulation</b>	<b>Additional Provisions &amp; Examples</b>
<b>Ground-level</b>		
Land use	Table 22C.080.120 sets forth the basic permitted uses in subarea zoning districts. However, only those uses listed below are permitted on the ground level on Active ground floor block frontages: <ul style="list-style-type: none"> <li>• Personal services use</li> <li>• Eating and drinking establishment</li> <li>• Artisan manufacturing</li> <li>• Recreation, culture &amp; entertainment</li> <li>• Retail uses</li> </ul>	Lobbies and accessory-uses associated with upper-floor hotel/motel, business service, and multifamily residential uses are allowed provided they are limited to 33% of all Active ground floor block-frontages (measured separately for each block).
Floor to ceiling height	14' minimum (applies to new buildings only).	Applies to the minimum retail space depth.
Retail space depth	50' minimum on 3 <sup>rd</sup> Street and 30' elsewhere ➡	
<b><u>Sidewalk width</u></b>	16' sidewalk (active ground floor block frontage designation) 12' sidewalk (pedestrian friendly block frontage designation where active ground floor block frontage standards selected)	Comfortable space for walking, outdoor dining, and street trees. <u>For 16' sidewalks, the entire sidewalk must be in the public right-of-way.</u> <u>For 12' sidewalks, 8' of the sidewalk must be in the public right-of-way with the additional 4' of the sidewalk on private property within a public easement.</u>
<b>Building placement</b>	Buildings shall be placed at the back edge of the required sidewalk. Additional setbacks are allowed for a widened sidewalk or pedestrian-oriented space [MMC 22C.080.430(4)].	
<b>Building entrances</b>	Primary building entrances shall face the street. For corner buildings, primary entrances for ground-level building corner	

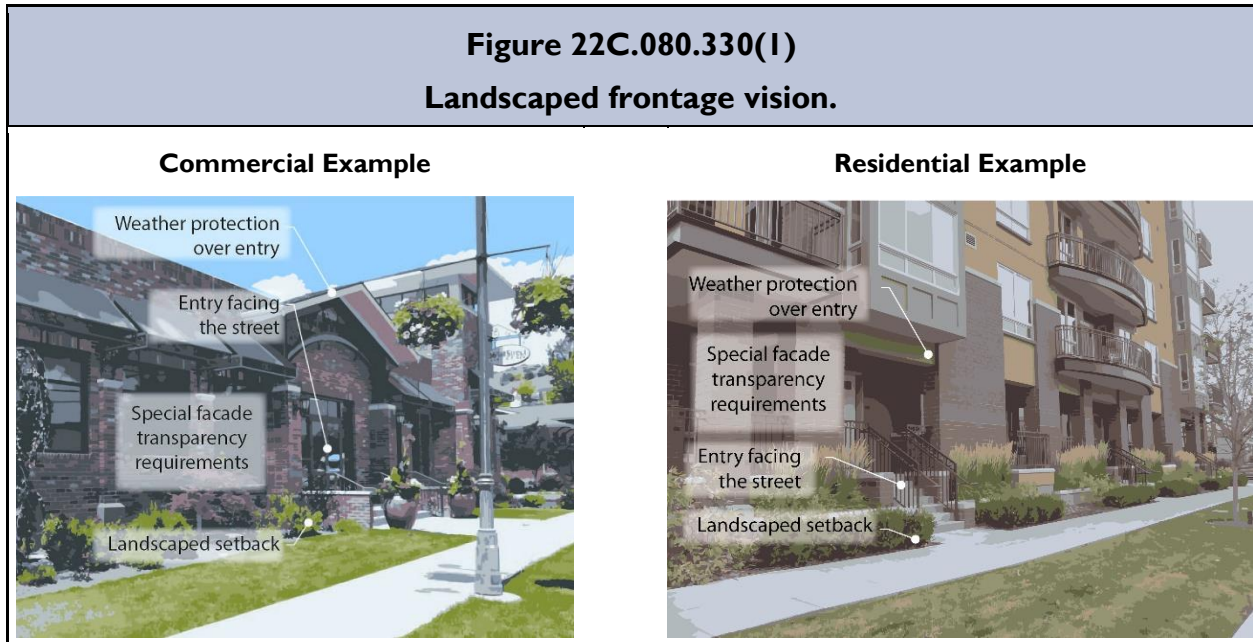
<b>Table 22C.080.320(2)</b>		
<b>Active ground floor block-frontage standards.</b>		
The ↻ symbol refers to DEPARTURE opportunities. See 22C.080.320(3) below for special departure criteria.		
<b>Element</b>	<b>Regulation</b>	<b>Additional Provisions &amp; Examples</b>
	uses may face either street or the street corner.	Corner storefront building example.
<b>Façade transparency</b> (see MMC 22C.080.310)	At least 75% of the transparency area. ↻	
<b>Weather protection</b>	<p>Weather protection over the sidewalk is required along at least 75% of the storefront façade, and it shall be a minimum of 5' average depth and have 8' minimum vertical clearance. ↻</p> <p>Weather protection shall not interfere with street trees, street lights, street signs, or extend beyond the edge of the sidewalk.</p>	
<b>Parking location</b>	New ground-level (surface or structured) parking adjacent to the street is prohibited. Parking may be placed below, above, beside, and/or behind storefronts. ↻	

**(3) DEPARTURE Criteria.** Departures from the standards in Table 22C.080.320 that feature the ↻ symbol will be considered per MMC [22C.080.030](#) provided the alternative proposal meets the purpose of the standards and the following criteria:

- (a) Retail Space Depth. Reduced depths of up to 25 percent of the applicable block frontage will be considered where the applicant can successfully demonstrate the proposed alternative design and configuration of the space is viable for a variety of permitted retail uses.
- (b) Façade Transparency. The minimum percentage of façade transparency may be reduced by up to 40 percent if the façade design provides visual interest to the pedestrian and mitigates the impacts of blank walls.
- (c) Weather Protection. The reduced extent (to no less than 50 percent of block frontages) or width of weather protection features (to no less than four feet in width) will be considered provided the designs are proportional to architectural features of the building and building design trade-offs (elements that clearly go beyond minimum building design standards in this chapter) meet the purpose of the standards.

## 22C.080.330 Landscaped block-frontage standards.

(1) Purpose. Landscaped block frontages (as shown in Figure 22C.080.305) emphasize landscaped street setbacks, clear pedestrian connections between the building and the sidewalk, and minimized surface parking lots along the frontages.





(2) Standards. All development on sites containing a landscaped block frontage designation shall comply with the standards in Table 22C.080.330(2). The standards herein also apply to all multifamily and nonresidential development in downtown residential zones:



<b>Table 22C.080.330(2)</b> <b>Landscaped block-frontage standards.</b>		
The ➡ symbol refers to DEPARTURE opportunities. See 22C.080.330(3) below for special departure criteria.		
<b>Element</b>	<b>Regulation</b>	<b>Additional provisions &amp; examples</b>
<b>Ground-level</b>		
Land use	Table 22C.080.120 sets forth permitted land uses.	
<u>Sidewalk width</u>	<u>Per applicable EDDS standard plan; however, properties with the pedestrian friendly block frontage designation which select the landscaped block frontage</u>	

**Table 22C.080.330(2)**  
**Landscaped block-frontage standards.**

The ➡ symbol refers to DEPARTURE opportunities. See 22C.080.330(3) below for special departure criteria.

Element	Regulation	Additional provisions & examples
	standards shall provide an 8' sidewalk as outlined in Table 22C.080.340(2).	
<b>Building placement</b>	10' minimum setbacks are required ➡, except where greater setbacks are required by Table 22C.080.140.	 <p>Landscaped frontage example meeting setback, entry, weather protection, and transparency standards.</p>
<b>Building entrances</b>	Building entries shall face the street or a pedestrian-oriented space [MMC 22C.080.430(4)] that is adjacent to the street.	
<b>Façade transparency</b> (see MMC 22C.080.310)	Transparent windows shall be provided along at least 15% of the entire building façade, plus: <ul style="list-style-type: none"> <li>• Buildings designed with ground-floor non-residential uses within 10' of sidewalk, shall feature at least 40% transparency within the transparency area. ➡</li> <li>• Buildings designed with ground floor non-residential uses within 20' of sidewalk, shall feature at least 25% transparency within the transparency area. ➡</li> </ul>	
<b>Weather protection</b>	Weather protection at least 3' deep shall be provided over individual residential and commercial tenant entries and at least 5' deep for shared residential, commercial, and professional office entries.	
<b>Parking location and driveways</b>	Ground-level parking shall not be visible from the street. Where parking is integrated at or near the ground-level under the building, it shall be set-back and completely screened by landscaped berms (upper right example).  Drive-through lanes, for the purpose of block frontage standards, shall be considered a parking lot (and thus are not allowed between the street and a building).	



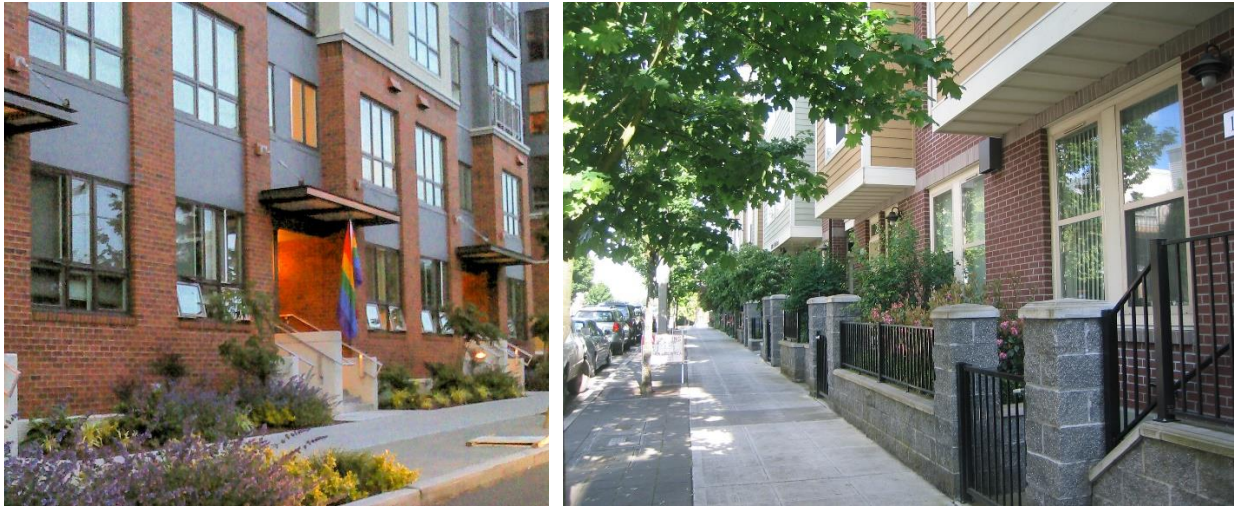
<b>Table 22C.080.330(2)</b>		
<b>Landscaped block-frontage standards.</b>		
The ➤ symbol refers to DEPARTURE opportunities. See 22C.080.330(3) below for special departure criteria.		
<b>Element</b>	<b>Regulation</b>	<b>Additional provisions &amp; examples</b>
	<p>The lower right example illustrates a prohibited design.</p> <p>Where alleys are available, vehicular access shall be taken from the alley.</p>	
<b>Landscaping</b>	<p>All areas between the sidewalk and the building shall be landscaped, except for pathways, porches, decks, and areas meeting the standards for pedestrian-oriented spaces [MMC 22C.080.430(4)].</p> <p>Landscaped areas shall contain L1, L2, L3 or L4 landscaping (as defined in MMC 22C.120.110) and may incorporate rain gardens and other forms of stormwater-management.</p>	

(3) DEPARTURE Criteria. Departures to the pedestrian-friendly block frontage standards in Table 22C.080.330(2) that feature the ➤ symbol will be considered per MMC [22C.080.030](#) provided the alternative proposal meets the purpose of the standards and the following criteria:

(a) Building Placement. Reduced setbacks (down to a minimum of eight feet) will be considered where the ground floor is elevated a minimum average of 30 inches (required when the ground floor setback is less than 10 feet) and design treatments that create an effective transition between the public and private realm are incorporated. For example, a stoop design or other similar treatments that utilize a low fence or retaining wall, and/or hedge along the sidewalk may provide an effective transition (see Figure 22C.080.330(3) for examples).

(b) Facade Transparency. The minimum percentage of facade transparency may be reduced by up to 50 percent if the facade design provides visual interest to the pedestrian and mitigates the impacts of blank walls.

**Figure 22C.080.330(3)**  
**Acceptable examples of possible setback departures.**



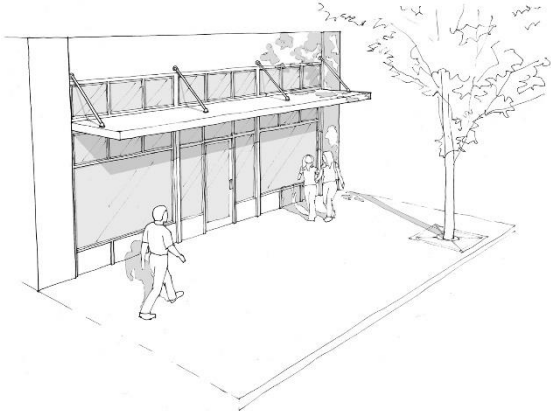
The apartment building (left image) includes a street setback of about 6-8-feet and features a landscape planter, an elevated ground-level, and generous window transparency. The elevated-stoop frontages (right image) is another acceptable reduced setback departure example. The combination of landscaping elements, façade transparency, low fencing, and façade materials and detailing help to create an effective transition between the public and private realm.

**22C.080.340 Pedestrian-friendly block frontage standards.**

(1) Purpose. Pedestrian-friendly block frontages (as shown in Figure 22C.080.305) allow flexibility to integrate either a storefront or a landscaped frontage in a pedestrian-friendly configuration.

**Figure 22C.080.340(1)**  
**Pedestrian friendly frontage vision.**

**Storefront with Active ground floor**




**OR**

**Landscaped frontage**



(2) Standards. Developments or portions thereof choosing to integrate a storefront design shall conform to active ground floor block frontage standards set forth in MMC [22C.080.320](#). Other frontage designs shall meet the landscaped block frontage standards set forth in MMC [22C.080.330](#), with only the following modifications in Table 22C.080.340(2):

<b>Table 22C.080.340(2)</b>		
<b>Pedestrian friendly block-frontage standards (when utilizing non-storefront designs).</b>		
The ➞ symbol refers to DEPARTURE opportunities. See 22C.080.330(3) below for special departure criteria.		
Element	Regulation	Additional Provisions & Examples
<b>Sidewalk width</b>	<p>8' or 12' sidewalk</p> <p>8' sidewalk (pedestrian friendly block frontage designation where landscaped block frontage standards selected)</p> <p>12' sidewalk (pedestrian-friendly block frontage designation where active ground floor block frontage standards selected)</p>	<p>Eight (8) feet of the sidewalk must be in the public right-of-way. When additional sidewalk width is required, it shall be on private property within a public easement.</p>
<b>Building placement</b>	<p>Buildings may be placed up to the sidewalk edge provided they meet Active ground floor block frontage standards in MMC 22C.080.320 (this includes standards for ground level, building placement, building entrances, façade transparency, and weather protection elements).</p> <p>The minimum setback for buildings that do not meet applicable Active ground floor block frontage standards is 10' or greater where specified for the applicable zone in MMC 22C.080.140. ➞</p>	 <p>Landscaped frontage example meeting setback, entry, weather protection, and transparency standards.</p>
<b>Façade transparency</b> (see MMC 22C.080.310)	<p>Storefront buildings are subject to Storefront block frontage transparency standards above.</p> <p>For other building frontages, transparent windows shall be provided along at least 15% of the entire building façade, plus:</p> <ul style="list-style-type: none"> <li>• Buildings designed with ground-floor non-residential uses within 10' of sidewalk, shall feature at least 40% transparency within the transparency area. ➞</li> <li>• Buildings designed with ground floor non-residential uses within 20' of sidewalk, shall feature at least 25% transparency within the transparency area. ➞</li> </ul>	

**Table 22C.080.340(2)**  
**Pedestrian friendly block-frontage standards**  
**(when utilizing non-storefront designs).**

The ➤ symbol refers to DEPARTURE opportunities. See 22C.080.330(3) below for special departure criteria.

Element	Regulation	Additional Provisions & Examples
<b>Parking location</b>	<p>Parking shall be located to the side or rear of buildings. For sites with multiple buildings, no more than 50% of the block frontage shall be occupied by parking and vehicular access elements.</p> <p>Drive lanes between the street and building qualify as parking and vehicular access areas for the purpose of this standard.</p> <p>Where alleys are available, vehicular access shall be taken from the alley.</p>	

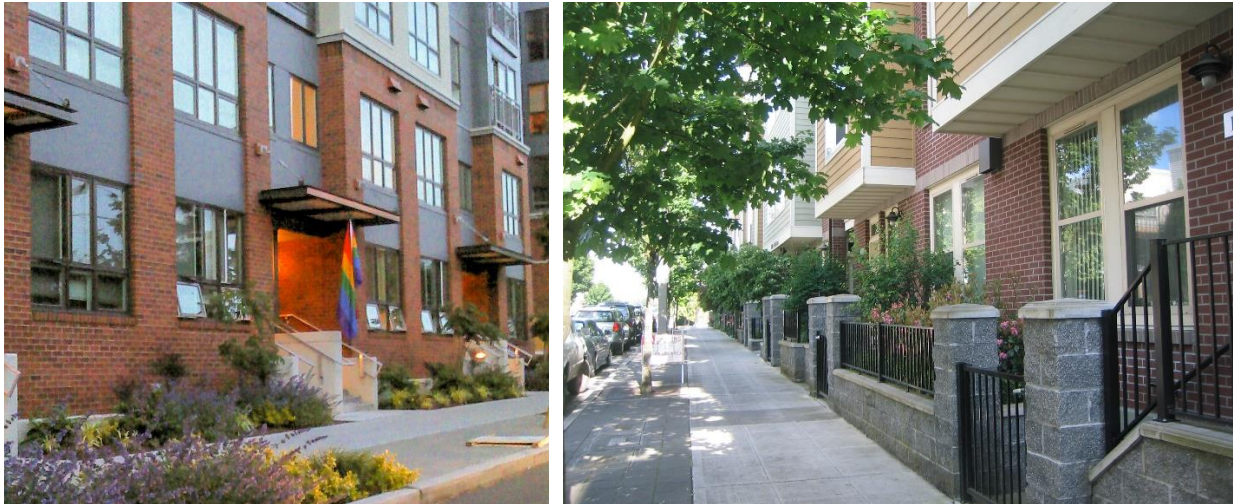
(3) DEPARTURE Criteria. Departures to the pedestrian-friendly block frontage standards in Table 22C.080.340(2) that feature the ➤ symbol will be considered per MMC [22C.080.030](#) provided the alternative proposal meets the purpose of the standards and the following criteria:

(a) Building Placement. Reduced setbacks (down to a minimum of eight feet) will be considered where the ground floor is elevated a minimum average of 30 inches (required when the ground floor setback is less than 10 feet) and design treatments that create an effective transition between the public and private realm. For example, a stoop design or other similar treatments that utilize a low fence or retaining wall, and/or hedge along the sidewalk may provide an effective transition (see Figure 22C.080.340(3) for examples).

(b) Facade Transparency. The minimum percentage of facade transparency may be reduced by up to 50 percent if the facade design provides visual interest to the pedestrian and mitigates the impacts of blank walls.

**Figure 22C.080.340(3)**

**Acceptable examples of possible setback departures.**



The apartment building (left image) includes a street setback of about 6-8-feet and features a landscape planter, an elevated ground-level, and generous window transparency. The elevated-stoop frontages (right image) is another acceptable reduced setback departure example. The combination of landscaping elements, façade transparency, low fencing, and façade materials and detailing help to create an effective transition between the public and private realm.

## **22C.080.350 Undesignated (streets with no designated block frontage).**

(1) Purpose. Undesignated block frontages (as shown in Figure 22C.080.305) should provide visual interest at all observable scales and meet the design objectives for the subarea.

(2) Applicability. All undesignated block frontages are subject to the standards of this section. These block frontages are provided greater flexibility with regard to the design of development frontages.

These block frontages include a combination of side streets (where most uses often front on other adjacent streets) or other streets where greater flexibility in the frontage standards is desired. While there is greater flexibility in the amount of transparency of facades, and the location of surface and structured parking, design parameters are included to ensure that landscaping and other design elements help to mitigate the potential impacts of parking lots and blank walls along these streets.

DEPARTURES will be considered pursuant to MMC [22C.080.030](#).

(3) Standards. Undesignated block frontages shall comply with the standards in Table 22C.080.350(3).

<b>Table 22C.080.350(3)</b>	
<b>Undesignated block frontage standards.</b>	
<b>Element</b>	<b>Standards</b>
<b>Building placement</b>	Buildings may be placed up to the sidewalk edge within Downtown Core, Main Street, and Flex zones, provided they meet the Active ground floor block standards in MMC 22C.080.320 (this includes standards for ground level, building placement, building entrances, façade transparency, and weather protection elements). Otherwise, buildings shall be placed at least 15' behind the sidewalk.
<b>Building entrances</b>	Building entrances facing the street are encouraged. At a minimum, at least one building entry visible and directly accessible from the street is required. Where buildings are setback from the street, pedestrian connections are required from the sidewalk.
<b>Façade transparency</b> (see MMC 22C.080.310)	Transparent windows shall be provided along at least 10% of the entire building façade, plus: <ul style="list-style-type: none"> <li>• Buildings designed with ground-floor non-residential uses within 10' of sidewalk, shall feature at least 40% transparency within the transparency area. ☞</li> <li>• Buildings designed with ground floor non-residential uses within 20' of sidewalk, shall feature at least 25% transparency within the transparency area. ☞</li> </ul> DEPARTURE standards and criteria: The minimum percentage of façade transparency may be reduced by up to 50-percent if the façade design provides visual interest to the pedestrian and mitigates the impacts of blank-walls.
<b>Weather protection</b>	At least 3' deep over primary business and residential entries and at least 5' deep for shared entries for office and multifamily buildings.
<b>Parking location and vehicle access</b>	There are no parking lot location restrictions, except for required landscaping buffers in Chapter 22C.120 MMC.
<b>Landscaping</b>	<ul style="list-style-type: none"> <li>• The area between the street and any non-storefront building shall be landscaped and/or private porch or patio space.</li> <li>• See Chapter 22C.120 MMC for other landscaping standards.</li> </ul>

**22C.080.355 Woonerf and landscaped passageway frontage standards.**

(1) Applicability. These standards apply to those block frontages along through-block connections designed with woonerf and landscaped passageway designs as set forth in MMC [22C.080.220](#). Exception: Those through-block connections with other applied block frontage designations.

(2) Purpose. Woonerf and landscaped passageway frontage standards provide eyes-on-the-pathway to create a safe and welcoming through-block connection while preserving the privacy of any adjacent ground-level residential units.

(3) Standards.

(a) Building elevations facing a woonerf or landscaped passageway through-block connection shall feature at least 10 percent window transparency. ☞

(b) Where ground-level residential uses are within five feet of a shared lane or pathway, at least one of the following design features shall be integrated to enhance the safety and privacy of adjacent residential units:

(i) Windows shall be placed at least six vertical feet above the access corridor.

(ii) A combination of landscaping, planter walls, and/or elevated ground floor (at least one foot above access corridor grade) that meets the purpose of the standards.

(c) Where nonresidential ground-level uses abut an access corridor, at least 25 percent of the applicable building elevation between four and eight feet above the ground-floor surface elevation shall be transparent. ☞

(d) Weather protection at least three feet deep shall be provided over individual residential and commercial tenant entries and at least five feet deep for shared residential and professional office entries facing the subject through-block connection. Exception: For residential uses, weather protection is required only for the unit's primary entrance.

**Figure 22C.080.355**

**Woonerf and Landscaped Passageway frontage design examples.**



**22C.080.360 Urban passage frontage standards.**

(1) Applicability. These standards apply to those block frontages along through-block connections designed with urban passage designs.

(2) Purpose. To promote the development of pedestrian-friendly passages lined with active uses.

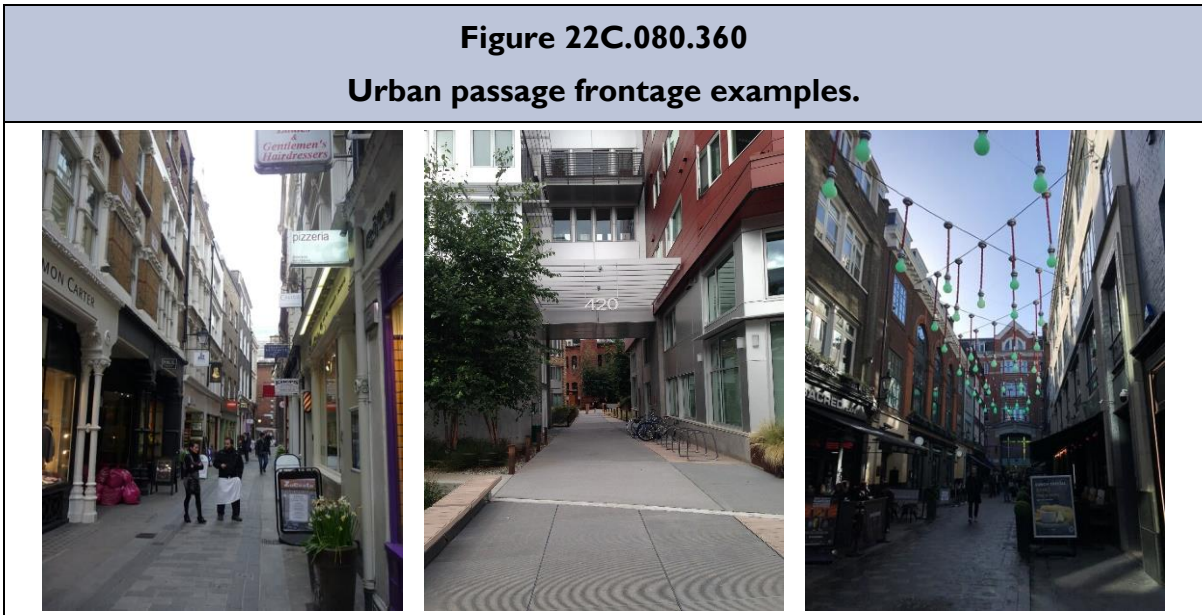
(3) Standards.

(a) Dwelling units and surface/ground-level parking directly adjacent to an urban passage are prohibited (lobbies and common/amenity areas, however, are allowed).

(b) Ground-level building elevations facing an urban passage through-block connection shall feature at least 40 percent window transparency (applied to storefront transparency area per MMC [22C.080.310](#)).

☞

(c) Weather protection at least three feet deep shall be provided over individual commercial tenant entries and at least five feet deep for shared residential and professional office entries facing the subject through-block connection. Recessed entries are encouraged.



### **22C.080.370 Where properties front onto multiple streets.**

Where a property fronts onto more than one street, each building frontage shall comply with the standards for the block frontage upon which it fronts, with the following clarifications:

(1) Where a conflict exists between frontage standards, the director will apply the standards of a block frontage pursuant to the following order of preference:

- (a) Active ground floor;
- (b) Pedestrian-friendly;
- (c) Landscaped; then
- (d) Undesignated.

Subsections (2) and (3) of this section clarify how the order of preference works for particular frontage elements.



(2) Entrances. For corner sites, entrances on both streets are encouraged, but only one entrance is required. For corner sites with frontage on a primary block frontage on one side, an entrance shall be placed on the primary block frontage side or facing the corner. For corner sites with a mix of designations that do not include a primary block frontage, the entry shall be placed in the order of preference identified in subsection (1) of this section.

DEPARTURES may be considered provided the location and design of the entry and block frontage treatments are compatible with the character of the area and enhance the character of the street.

(3) Transparency. For corner sites, at least one block frontage shall meet the applicable transparency standards (based on the order of preference above). For the second block frontage, the director may approve a reduction in the minimum amount of transparency by 50 percent. For street corners with the same designations on both frontages, buildings shall employ the full transparency on the dominant frontage (based on the frontage width or established neighborhood pattern).

### **22C.080.380 High-visibility street corners.**

(1) Description/Purpose. The high-visibility street corner requirements apply to those sites designated as such in Figure 22C.080.305. The purpose is to accentuate designated street corners with high visibility to the public.

(2) Standards. At least one of the following special features shall be included (Figure 22C.080.380(2) illustrates acceptable examples):

- (a) Corner plaza.
- (b) Cropped building corner with a special entry feature.
- (c) Decorative use of building materials at the corner.
- (d) Distinctive facade massing or articulation.
- (e) Sculptural architectural element.
- (f) Other decorative elements that meet the purpose of the standards.

**Figure 22C.080.380(2)**

**Acceptable high-visibility street corner examples.**



The circled number or numbers on each image correspond to the numbered list of design features above.

### Article V. Design Standards – Site Planning

#### 22C.080.400 Purpose.

The purpose of Article V is to:

- (1) Promote thoughtful layout of buildings, parking areas, and circulation, service, landscaping, and amenity elements.
- (2) Enhance downtown Marysville’s visual character.
- (3) Promote compatibility between developments and uses.
- (4) Integrate usable open space into new developments.

(5) Enhance the function and resilience of developments.

## **22C.080.410 Side and rear yard setbacks.**

(1) Purpose:

(a) To promote the functional and visual compatibility between developments, particularly between zones of different intensity.

(b) To protect the privacy of residents on adjacent properties.

(2) Side and Rear Setback Standards. Table 22C.080.410(2) sets forth a range of minimum side and rear yard setbacks in all subarea zones between zero and 15 feet. The provisions below clarify specific setback requirements:

(a) Zero side and rear yard setbacks are allowed where developments integrated windowless firewalls that meet the design provisions of MMC [22C.080.540\(4\)](#).

**Table 22C.080.410(2)**

### **Minimum side and rear yard setbacks in the subarea.**

<b>Context</b>	<b>Min. Setback</b>
For buildings adjacent to alleys and windowless firewalls. All firewalls shall meet the design provisions of MMC <a href="#">22C.080.540(4)</a> .	0'
When required per subsection (4) of this section for light and air access and privacy along side and rear property lines.	15'
All other contexts (other than the two situations noted above).	5'

(3) Special Setback/Building Height Standards for Sites Abutting Residential Zones. For sites directly abutting or across an alley from a residential zoning district with a height limit that is at least 20 feet less than the subject zone, the following standards apply:

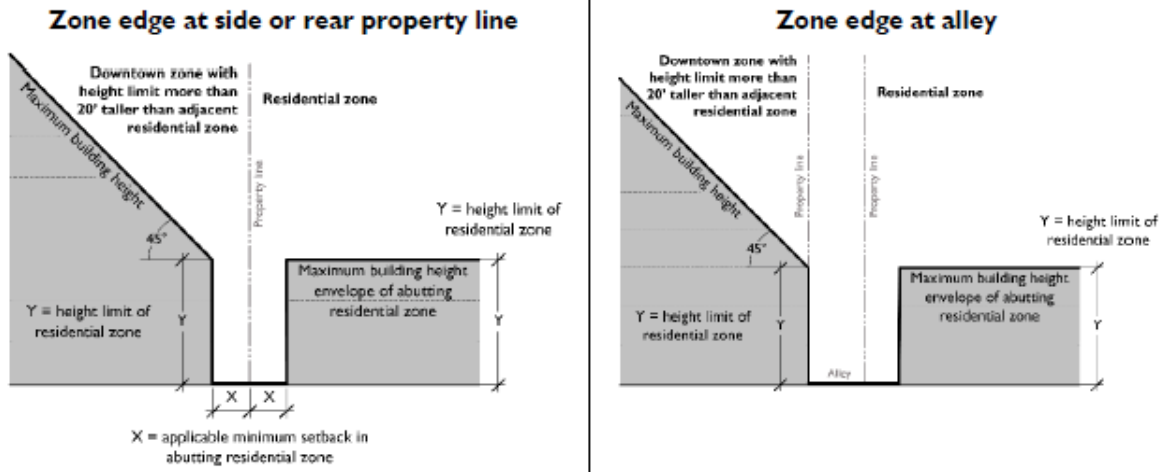
(a) Setbacks. A minimum 15-foot building setback is required in applicable residential zones. Where the zone edge occurs on an alley right-of-way, no setback is required.

(b) Building Height Restrictions. From the required setback, the maximum allowable building height increases at a 45-degree angle inward from the maximum height limit of the adjacent residential zone up to the maximum height of the applicable zone.

**Figure 22C.080.410(3)**

### **Illustrating minimum side and rear yard setbacks to an**

abutting residential zoning district.

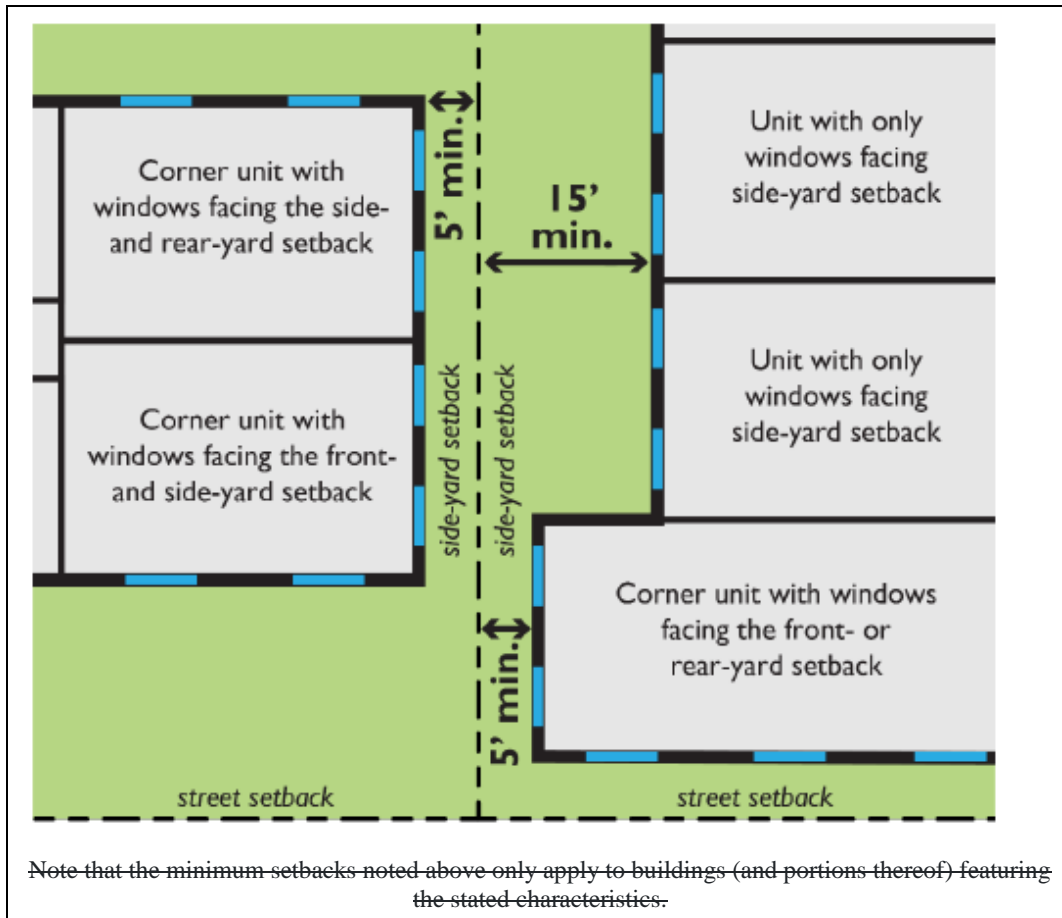


(4) Light and Air Access and Privacy Near Interior Side and Rear Property Lines. Buildings or portions thereof containing multifamily dwelling units whose only solar access (windows) is from the applicable side or rear of the building (facing towards the side or rear property line) shall be set back from the applicable side or rear property lines at least 15 feet. See Figure 22C.080.410(4). For building elevations taller than four stories, floors above the fourth floor shall be set back at least 20 feet from the applicable side or rear property lines. Note: These standards do not apply to side or rear property lines where adjacent to a street, access corridor, or easement where no building may be developed.

DEPARTURES will be allowed where it is determined that the proposed design will not create a compatibility problem in the near and long term based on the unique site context.

Figure 22C.080.410(4)

Light/air access and privacy standards for multifamily residential buildings  
along side and rear property lines.



## 22C.080.4120 On-site open space and recreation space.

(1) Purpose.

- (a) To create usable open space that is suitable for leisure or recreational activities for residents.
- (b) To create open space that contributes to the residential setting.

(2) Applicability. Residential open space meeting the standards of this section is required for all new:

- (a) Multifamily development.
- (b) Mixed use development with residential units.
- (c) Senior housing and other age-restricted facilities.

(d) Townhouses; provided that, only MMC 22C.080.410(3)(b), the applicable provisions in Table 22C.080.410, and 22C.080.410(5)(c)(d) shall apply.

(3) Amount Required. Applicable developments shall be required to provide residential open space equal to a minimum of:

(a) One hundred square feet per multifamily dwelling unit for studio and one-bedroom dwellings.

(b) One hundred fifty square feet per multifamily dwelling unit for dwellings with two or more bedrooms, or per townhouse dwelling unit.

(4) Types.

(a) The following table illustrates the types of residential open spaces that may be used to meet the requirements in subsections (2) and (3) of this section:

<b>Table 22C.080.420</b>		
<b>Residential open space types.</b>		
<b>Residential open space type</b>	<b>Percentage of required open space</b>	<b>Cross-reference to applicable design standards</b>
Common internal open space	Up to 100%	22C.080.41 <u>20</u> (5)(a)
Common rooftop decks	Up to 50%	22C.080. 41 <u>20</u> (5)(b)
Private ground level open space (applicable only to adjacent dwelling units)	Up to 100%	22C.080. 41 <u>20</u> (5)(c)
Private balconies	Up to 25%	22C.080. 41 <u>20</u> (5)(d)
Shared indoor recreation areas	Up to 25%	22C.080. 41 <u>20</u> (5)(e)
Children’s play areas	Required for developments with greater than 50 units	22C.080. 41 <u>20</u> (5)(f)
<p style="text-align: center;"><u>Note: townhouses shall only be subject to the private ground-level open space and private balcony standards outlined in this table unless the applicant elects to substitute up to 50 percent of each unit’s private open space on a square foot per square foot basis with common open space.</u></p>		

(b) Large Multiphase Developments Under Single Ownership. Each phase of development shall meet the minimum residential open space requirements herein. Developments have the option to integrate a surplus of usable on-site open space in early phases and apply the surplus space towards meeting the requirements for subsequent phases, provided all applicable standards are met.

(5) Residential Open Space Design Standards.

(a) Common Internal Open Space. “Common internal open space” refers to spaces that are internal to a development and accessible to all tenants of a development, but may not be accessible to the general public. Exception: For mixed use buildings with commercial and residential uses, the common internal open spaces only need to be accessible to all dwelling units within the building. Common internal open spaces can include landscaped courtyards or decks, terraces, entrance plazas, gardens with pathways, children’s play areas, pools, and water features. Accessible areas with native vegetation and areas used for storm water retention, infiltration, or other multipurpose recreational and/or green spaces that meet the design criteria herein may qualify as common internal open space.

Common Internal Open Space Design Standards.

(i) The space shall be accessible to all residents of the development.

(ii) Common internal open space shall be located in accessible areas that are visible from one or more units within the development.

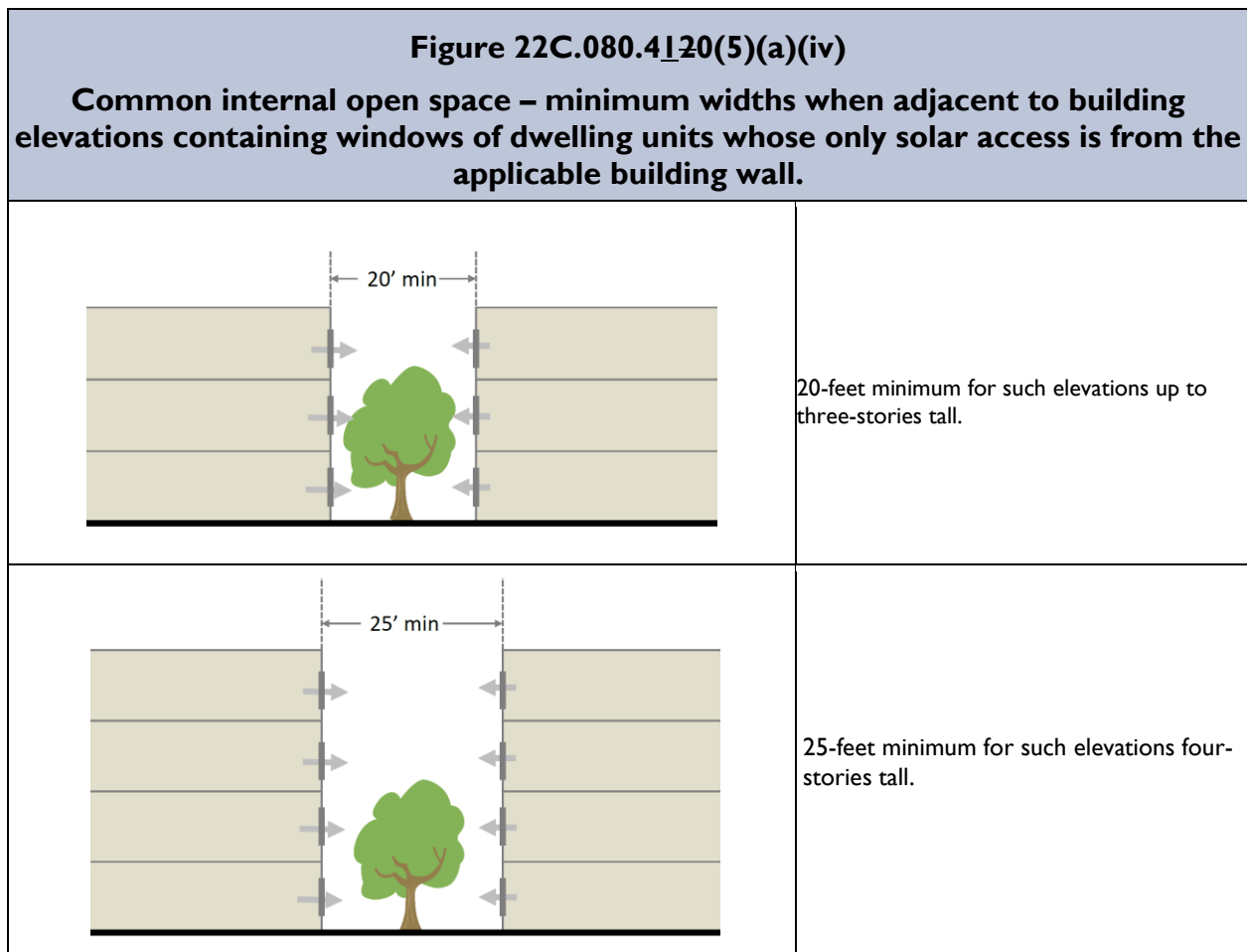
(iii) Required setback areas shall not count as common internal open space unless the design of the space meets the standards herein.

(iv) Common internal open space shall feature no dimension less than 15 feet in order to provide functional leisure or recreational activity (unless otherwise noted herein). Wider minimum dimensions are required perpendicular to building elevations containing windows of dwelling units whose only solar access is from the applicable building wall. Specifically:

(A) Twenty feet minimum dimension for such elevations up to three stories tall.

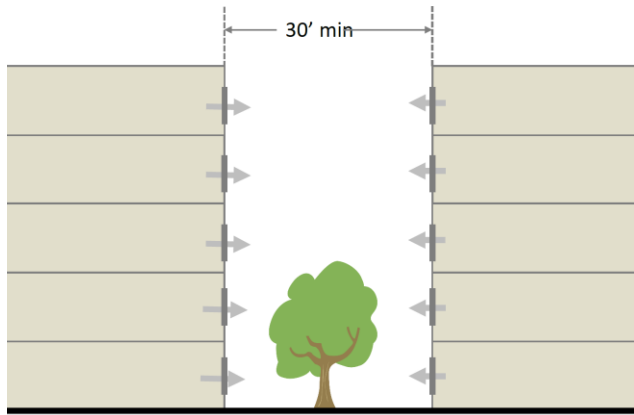
(B) Twenty-five feet minimum dimension for such elevations four stories tall.

(C) Thirty feet minimum dimension for such elevations five or more stories tall.



**Figure 22C.080.4120(5)(a)(iv)**

**Common internal open space – minimum widths when adjacent to building elevations containing windows of dwelling units whose only solar access is from the applicable building wall.**



30-foot minimum for such elevations five- or more stories tall.

- (v) Common internal open space shall feature paths or walkable lawns, landscaping, seating, lighting, and play structures, sports courts, or other pedestrian amenities to make the area more functional and enjoyable for a range of users.
- (vi) Common internal open space shall be separated from ground level windows, streets, service areas and parking lots with landscaping, fencing, and/or other acceptable treatments that enhance safety and privacy for both the common internal open space and dwelling units.
- (vii) When possible, the space should be oriented to receive sunlight, face east, west or preferably south.
- (viii) Stairways and service elements located within or on the edge of common internal open space shall not be included in the open space calculations.
- (ix) Shared porches may qualify as common internal open space provided they are at least eight feet in depth and 96 square feet in total area.
- (x) Stormwater management elements and LID BMPs, like rain gardens, may be integrated into the design of the space and may occupy up to 25 percent of the minimum required space. Where multiple common internal open spaces are included within a development, this standard applies to all such space combined, to allow flexibility in the design of individual spaces.
- (xi) Any children's play areas integrated as a part of a common internal open space shall meet the standards of subsection (5)(f) of this section.



**Figure 22C.080.4I20(5)(a)(xii)**  
**Common internal outdoor open space examples.**



Image A includes a combination of open lawn area for informal recreation plus pathways and decorative landscape areas to enhance the setting for residents. Image B is a courtyard with includes pathways, seating areas, landscaped beds, and semi-private spaces for adjacent ground level units. Image C includes a covered gathering space with outdoor grills adjacent to a landscaped commons with a central pathway. Image D includes a landscaped plaza with multiple seating areas and an outdoor fireplace. Courtyards with shared pools as in Image E are acceptable. Image F below includes a common green area and separate fenced off-leash dog area.

(b) Common Rooftop Decks. Such spaces are a type of common internal open space located on the top of buildings or intermediate levels (e.g., upper-floor building facade stepback areas) and are available to all residents. Examples of amenities include cooking and dining areas, seating areas, gardening areas, water features, and pet play areas. Design standards:

(i) The space shall be accessible to all residents of the development. Rooftop decks in mixed use buildings shall not be accessible to commercial tenants, employees, or customers (separate rooftop decks for commercial use are allowed but do not count as a residential open space).

(ii) Space shall feature hard surfacing and provide amenities such as weather protection elements, gas firepits, seating areas, and other features that encourage year-round use.

(iii) Space shall integrate landscaping elements that enhance the character of the space and encourage its use.

(iv) Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

(v) Space shall feature no dimension less than 15 feet in order to provide functional leisure or recreational activity (unless otherwise noted herein).

(vi) When possible, the space should be oriented to receive sunlight, face east, west or preferably south.

(vii) Stairways and service elements located within or on the edge of common rooftop decks shall not be included in the open space calculations.

(viii) Any children's play areas integrated as a part of a common rooftop deck shall meet the standards of subsection (5)(f) of this section.

**Figure 22C.080.4120(5)(b)**

**Common rooftop deck examples.**

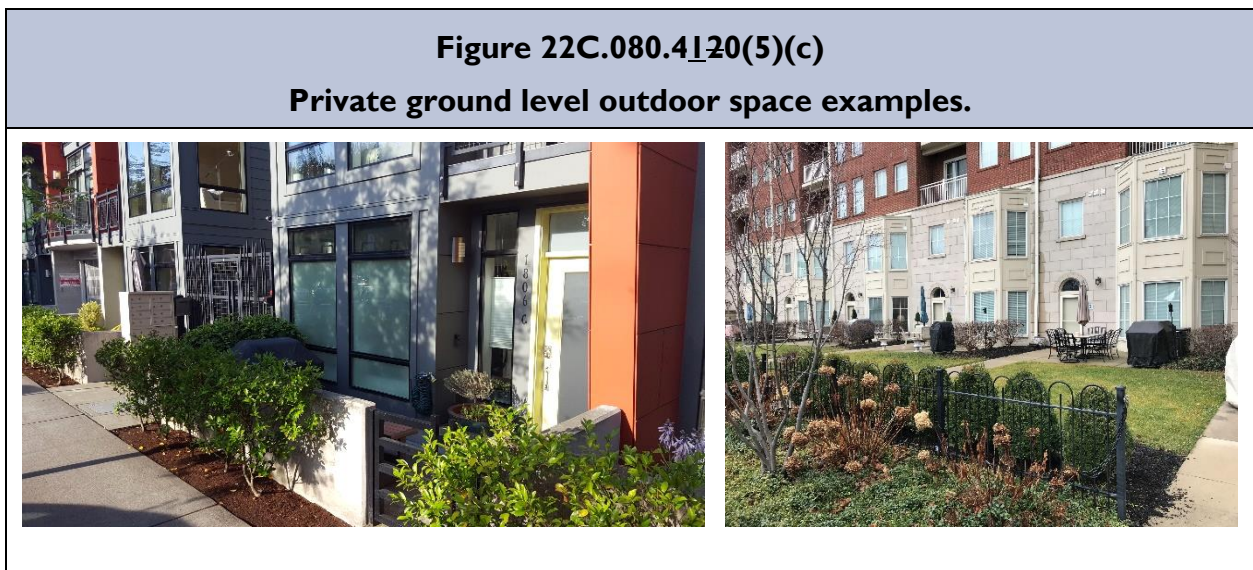


(c) Private Ground-Level Open Space. This space is adjacent and directly accessible to the subject unit. Examples include yards, stoops, and porches. Design standards:

(i) Such open spaces shall be enclosed by a fence and/or hedge at least 32 inches in height to qualify, but no higher than 42 inches when adjacent to a street, through-block connection, or publicly accessible area such as a public park or plaza.

(ii) Private unenclosed covered porches that face a street or a publicly accessible common area may qualify as open space provided they are at least 54 square feet in area, with no dimension less than six feet.

(iii) Ground-level private open space in excess of minimum requirements in subsection (5)(c)(ii) of this section shall not be used in the calculations for determining the minimum usable open space requirements for other units in the development per subsection (3) of this section.



(d) Private Balconies. This space is adjacent and directly accessible to the subject unit. Design standards for private balconies are the following:

(i) Private balconies in mixed use, ~~or~~ multifamily developments should be at least partially recessed into the building facade, when provided, and integrated into the building design to provide protection from the weather.

(ii) Balconies shall be at least 36 square feet in area with no dimension less than six feet to qualify as open space.

(iii) Individual balconies in excess of minimum requirements in subsection (5)(d)(ii) of this section shall not be used in the calculations for determining the minimum usable open space requirements for other units in the development per subsection (3) of this section.

**Figure 22C.080.4120(5)(d)**  
**Private balcony examples.**

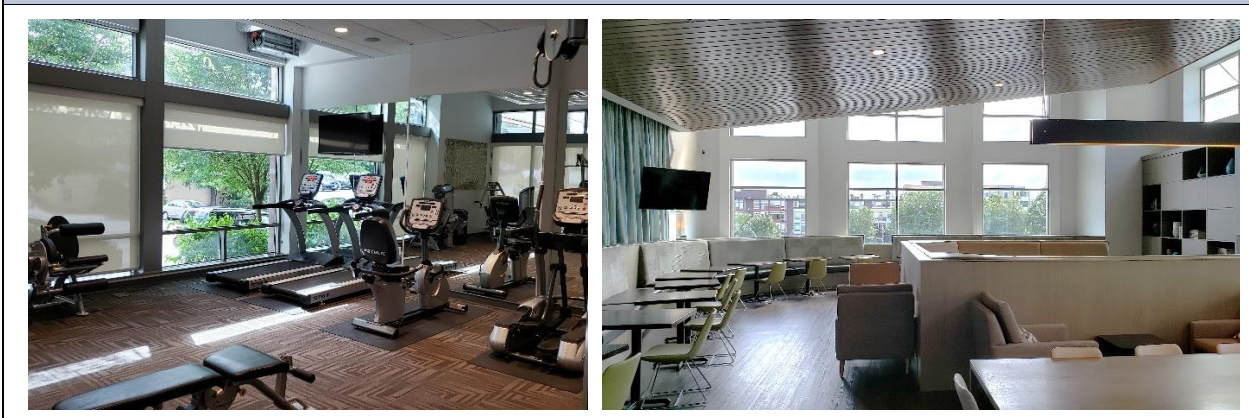


(e) Common Indoor Recreation Areas. Examples include multipurpose entertainment space, fitness center, movie theatre, kitchen, library, workshop, conference room, or similar amenities that promote shared use and a sense of community. Design standards for common indoor recreation areas are the following:

- (i) The space shall be accessible to all residents of the development.
- (ii) The space shall be located in a visible area, such as near an entrance, lobby, elevator bank, or high-traffic corridors.
- (iii) Space shall be designed specifically to serve interior recreational functions and not merely be leftover unrentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.
- (iv) Common indoor recreation areas may qualify as private internal common area provided they are at least 250 square feet in area.

### Figure 22C.080.4120(5)(e)

#### Common indoor recreation area examples.



(f) Children’s Play Areas. Any children’s play areas integrated as a part of a publicly accessible or common internal open space shall meet all the following (in addition to the design criteria listed above):

- (i) Required children’s play areas shall be at least 400 square feet.
- (ii) Measures necessary to protect children’s safety from vehicular traffic shall be included, such as low fencing or landscaping to provide a physical barrier around the perimeter.
- (iii) Shade and rest areas for supervision shall be provided through the use of deciduous landscaping, architectural elements, or other means.
- (iv) Natural, creative play elements should be provided. For instance, ground slides from one level to another, tricycle tracks, swings hung from arbors or trees, paths that meander and are of varying materials and widths, water that can be manipulated, outdoor rooms made from landscape or rocks, and berms and hills.
- (v) Play areas shall be designed for a variety of ages, activities, and motor skills.
- (vi) Play areas shall be located in areas that are highly visible to residents.

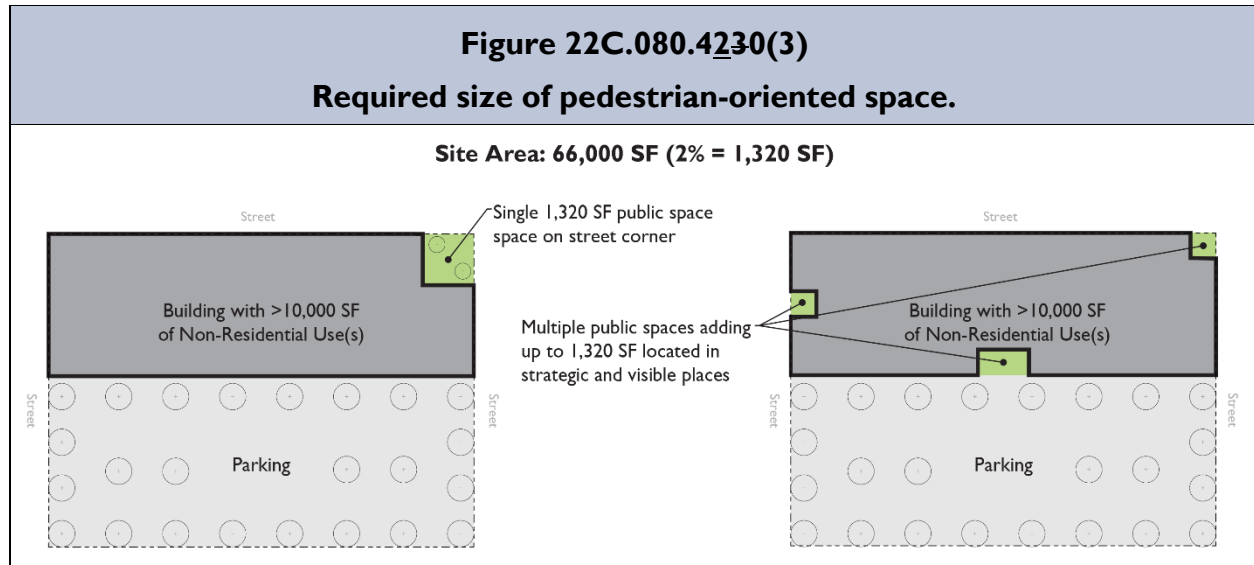
### 22C.080.4230 Pedestrian-oriented spaces.

(1) Purpose.

- (a) To require the thoughtful integration of pedestrian-oriented spaces into commercial and mixed use developments.
- (b) To enhance the design character and livability of downtown by creating vibrant spaces that accommodate active and passive activities, such as dining, resting, people watching, and recreational activities.

(2) Applicability. The standards herein apply to developments in the downtown core zone for sites containing buildings with at least 10,000 square feet of nonresidential floor area.

(3) Required Size of Space. Provide pedestrian-oriented space equal to at least two percent of the development site and meeting the design requirements of subsections (4) and/or (5) of this section. The required area may be consolidated in a single space or multiple spaces.



#### (4) Pedestrian-Oriented Space Design Standards.

##### (a) Required Features.

(i) The space shall abut a public sidewalk or other major internal pedestrian route and be designed to function as a focal point and gathering spot.

(ii) The space shall be ADA compliant and generally level with the adjacent sidewalk or internal pedestrian route. Steps, ramps and grade changes may be acceptable provided the outdoor space is designed to be visually and physically accessible from the adjacent sidewalk or internal pedestrian route and the space meets all other standards herein.

(iii) The space shall feature no dimension less than 15 feet in order to provide functional leisure or recreational activity. Exception: Portions of sidewalk area widened beyond minimum standards may qualify as pedestrian-oriented space provided storefronts abut the sidewalk.

(iv) The space shall be publicly accessible from 6:00 a.m. to 10:00 p.m.

(v) Large spaces (greater than 5,000 square feet) shall be designed to be multifunctional to accommodate a variety of uses and activities.

(vi) The space shall be framed on at least two sides by buildings that are oriented towards the space (via entries and generous facade transparency). Exception: Widened sidewalks that qualify as pedestrian-oriented space as set forth in subsection (4)(a)(iii) of this section only need to be

framed on one side (by a storefront). Departures will be considered for unique configurations or designs that meet the purpose of the standards.

(vii) Paved walking surfaces of either concrete or approved unit paving are required. Form-in-place pervious concrete paving is allowed. Gravel surface areas may be allowed for special seating areas.

(viii) Except for natural areas or storm water infrastructure that contribute to the pedestrian environment, pedestrian amenities shall be integrated into the space. Examples include site furniture, artwork, drinking fountains, shade structures, kiosks, or other similar features that complement the space and encourage use of the space by a variety of users.

(ix) Lighting is required and integral to the design of the space for (A) safety and security, (B) intended activities or events, and (C) creating a distinct and inviting atmosphere. Lighting shall conform to MMC 22C.080.4560.

(x) Except for natural areas or storm water infrastructure that contributes to the pedestrian environment (see subsection (4)(a)(xv) of this section), at least one individual seat per 30 square feet of plaza area or open space is required. At least 50 percent of the required seating shall be built-in seating elements, while provisions for moveable seating may be used for the remaining percentage. Two feet of seating area on a bench or ledge at least 16 inches deep at an appropriate seating height qualifies as an individual seat. Reductions of up to 50 percent will be allowed for the integration of specialized open spaces that meet the purpose of the standards herein.

(xi) Landscaping components that add visual interest and do not act as a visual barrier. This could include trees, planting beds, raised planters, and/or potted plants, or both.

(xii) Permanent weather protection along at least 50 percent of building edges (associated with nonresidential uses) at least six feet deep with horizontal clearance between eight and 15 feet.

(xiii) The space shall be proportional to the intended function and adjacent uses. For example, such spaces should not look or feel empty, barren, or too big when not in use.

(xiv) The space shall include design elements that appeal to the senses. Examples include the sound of water, the smell of plants, and/or the heat of fire. Sensory experiences may vary with the season, with water being present in the summer and a fire lit in the winter.

(xv) Storm water management elements and LID BMPs, like rain gardens, may be integrated into the design of the space and may occupy up to 25 percent of the required space. Where multiple publicly accessible open spaces are included within a development, this standard applies to all such space combined, to allow flexibility in the design of individual spaces.

(xvi) Rules of conduct similar to those for public parks may be posted.

(b) Prohibited Features.

(i) Large expanses of uninterrupted paving or paving without pattern.

(ii) Service and utility areas or venting of mechanical systems.

(iii) Long, narrow space with limited access.

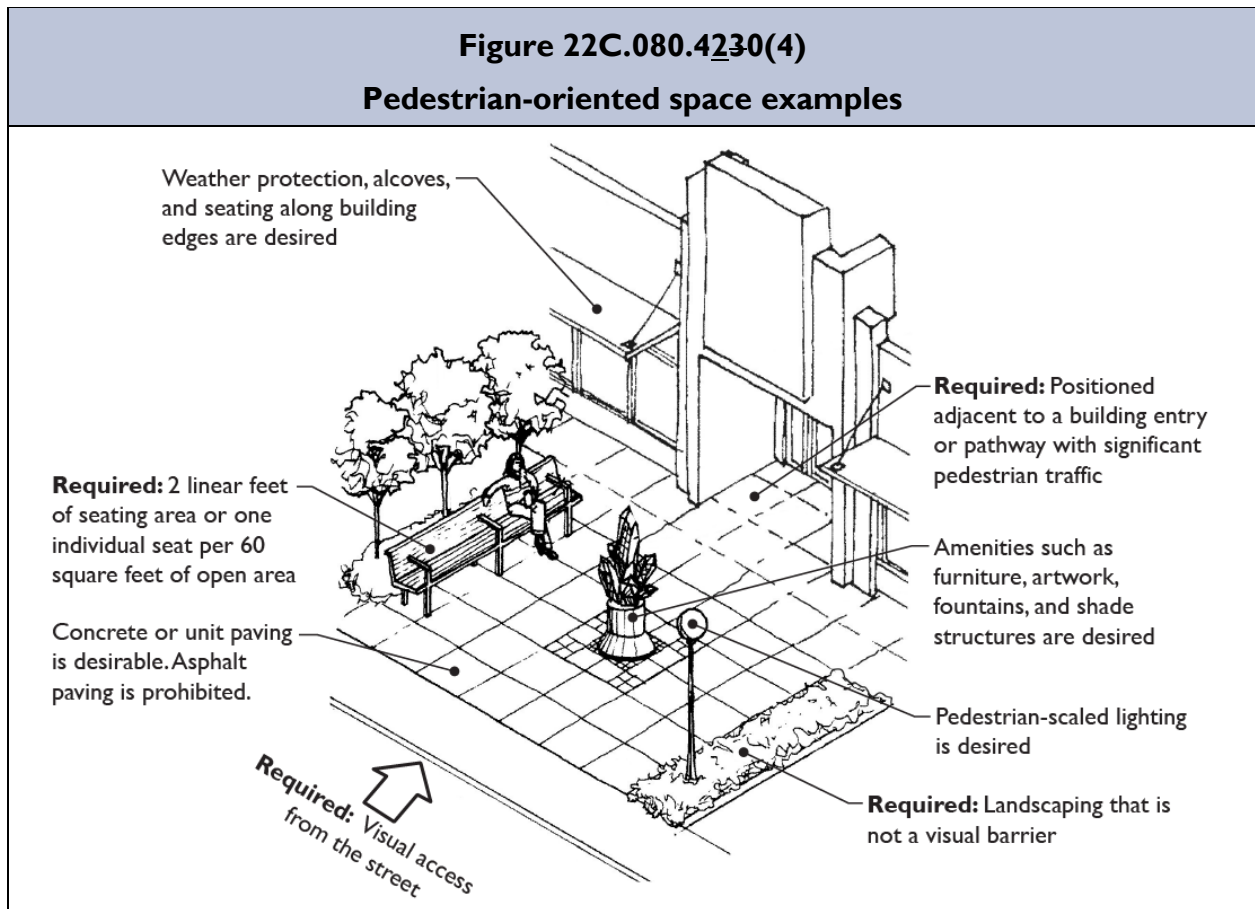
(iv) Space providing vehicular access. Exception: Woonerf-style shared access lanes may be allowed (counted at 50 percent discount) provided through traffic is minimal and the design of access feature is well-integrated into the design of the larger space.

(v) Asphalt paving.

(vi) Adjacent chain-link fences.

(vii) Adjacent blank walls without blank wall treatment (MMC [22C.080.540](#)).

(viii) Outdoor storage.





**Figure 22C.080.4230(4)**  
**Pedestrian-oriented space examples**



## **22C.080.4340 Internal pedestrian access and design.**

### (1) Purpose.

(a) To improve the pedestrian and bicycling environment by making it easier, safer, and more comfortable to walk or ride among businesses, residences, to streets and sidewalks, to transit stops, and connections throughout the city.

(b) To enhance access to on- and off-site open space areas and pedestrian/bicycle paths.

(2) Access to Sidewalk. All buildings shall feature pedestrian connections to a sidewalk per applicable block frontage standards in Article IV of this chapter.

(3) Internal Circulation.

(a) For sites with multiple buildings, pedestrian paths connecting businesses and residential entries on the same development site shall be provided. Routes that minimize walking distances shall be utilized to the extent practical.

(b) Sites with Residential Units. Provide direct pedestrian access between all ground-related unit entries and a public street or to a clearly marked pathway network or open space that has direct access to a public street. Residential developments shall provide a pedestrian circulation network that connects all main entrances on the site to other areas of the site, such as:

- (i) Parking areas.
- (ii) Recreational areas.
- (iii) Common outdoor spaces.
- (iv) Any pedestrian amenities.

For townhouses or other residential units fronting the street, the sidewalk may be used to meet this standard.

## **22C.080.4450 Service areas and mechanical equipment.**

(1) Purpose.

- (a) To minimize adverse visual, odor, and noise impacts of mechanical equipment, utility cabinets and service areas at ground and roof levels.
- (b) To provide adequate, durable, well-maintained, and accessible service and equipment areas.
- (c) To protect residential uses and adjacent properties from impacts due to location and utilization of service areas.

(2) Location of Ground Related Service Areas and Mechanical Equipment. Service areas (loading docks, trash dumpsters, compactors, recycling areas, electrical panels, and mechanical equipment areas) shall be located for convenient service access while avoiding negative visual, auditory, olfactory, or physical impacts on the streetscape environment, pedestrian-oriented spaces, uses within the development, and adjacent residentially zoned properties. Specifically:

- (a) Dumpsters shall be set back a minimum of five feet from side property lines, 10 feet from rear property lines (except when an alley is present) and 10 feet from front property lines; or be located to minimize visibility from any street, pedestrian walkway, or public park. Where the director finds that the only option for locating a service area is an area visible from a street, internal pathway or pedestrian area, or from an adjacent property, the area shall be screened with structural and landscaping screening measures provided in subsection (3) of this section.
- (b) Dumpster storage areas shall be sized to accommodate the minimum dumpster sizes and necessary access (as required by the applicable utility provider) for garbage, recycling, and composting.

(3) Screening of Ground Related Service Areas and Mechanical Equipment. Service elements are encouraged to be integrated within the structure. Where they are not provided within the structure, the following standards apply:

(a) Where screening of ground-level service areas is required, the following applies:

(i) A structural enclosure shall be constructed of masonry, architectural concrete, heavy-gauge metal, or decay-resistant material that is also used with the architecture of the main building. The director may allow materials other than those used for the main building if the finishes are similar in color and texture or if the proposed enclosure materials are more durable than those for the main structure. The walls shall be sufficient to provide full screening from the affected roadway, pedestrian areas or adjacent use. The enclosure may use overlapping walls to screen dumpsters and other materials.

(ii) Gates shall be made of heavy-gauge, site-obscuring material. Chain link or chain link with slats is not an acceptable material for enclosures or gates.

(iii) Where the interior of a service enclosure is visible from surrounding buildings, an opaque or semi-opaque horizontal cover or screen shall be used to mitigate unsightly views. The horizontal screen/cover should be integrated into the enclosure design (in terms of materials and/or design). See Figure 22C.080.4450(3) for examples.

(iv) Collection points shall be located and configured so that the enclosure gate swing does not obstruct pedestrian or vehicular traffic, or does not require that a hauling truck project into any public right-of-way. Ensure that screening elements allow for efficient service delivery and removal operations.

(v) The service area shall be paved.

**Figure 22C.080.4450(3)**

**Service enclosure screening examples**

Both enclosures include screening features on all sides, including above. Landscaping elements on the sides of the enclosures also help to mitigate the visual impacts.



(b) The sides and rear of service enclosures shall be screened with landscaping at least five feet wide in locations visible from the street, parking lots, and pathways to soften views of the screening element and add visual interest.

DEPARTURES to the provisions of subsections (3)(a) and (b) of this section will be considered provided the enclosure and landscaping treatment meet the purpose of the standards and add visual interest to site users.

(c) Where loading docks are sited along block frontages (only allowed when no other reasonable options are available as determined by the director), they shall be designed to minimize impacts on the pedestrian environment. Standards:

(i) Configure loading docks/bays to minimize their frontage length along blocks.

(ii) Integrate architectural and/or landscaping design features to screen loading dock elements and add visual interest to pedestrians along adjacent sidewalks. See blank wall treatment provisions of MMC [22C.080.540](#) for standards and examples.

(4) Utility Meters, Electrical Conduit, and Other Service Utility Apparatus. These elements shall be located and/or designed to minimize their visibility to the public. Project designers are strongly encouraged to coordinate with applicable service providers early in the design process to determine the best approach in meeting these standards. If such elements are mounted in a location visible from the street, pedestrian pathway, shared open space, adjacent use, or shared auto courtyards, they shall be screened with vegetation and/or integrated into the building's architecture.

**Figure 22C.080.4450(4)**

**Utility meter location and screening - good and bad examples.**

Place utility meters in less visible locations. The lower left example is successfully tucked away in a less visible location and screened by vegetation. The right image is poorly executed and would not be permitted in such visible locations (along the sidewalk). Such meters shall be coordinated and better integrated with the architecture of the building.



(5) Location and Screening of Roof-Mounted Mechanical Equipment.

(a) All rooftop mechanical equipment, including air conditioners, heaters, vents, and similar equipment, shall be effectively integrated (from design standpoint) or screened from public view both at grade and from nearby higher buildings with the exception of solar panels and roof-mounted wind turbines. Screening shall be located so as not to interfere with operation of the equipment.

(b) Rooftop mechanical equipment and associated screening features shall be set back from the exterior building walls by at least 10 feet. Exceptions may be made where the screening element is designed to help meet one or more building design standards in Article VI of this chapter.

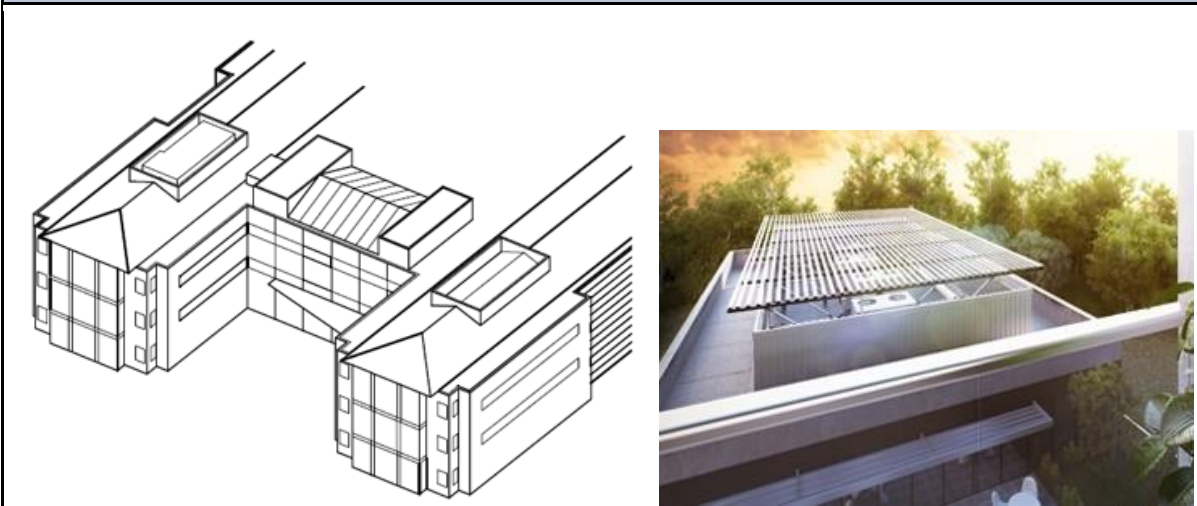
(c) For rooftop equipment, all screening devices shall be well-integrated into the architectural design through such elements as parapet walls, false roofs, roof wells, clerestories, or equipment rooms. Screening walls or unit-mounted screening is allowed but less desirable. Wood shall not be used for screens or enclosures. Louvered designs are acceptable if consistent with building design style. Perforated metal is not permitted.

(d) The screening materials shall be of material requiring minimal maintenance and shall be as high as the equipment being screened.

(e) Locate and/or shield noise-producing mechanical equipment such as fans, heat pumps, etc., to minimize sounds and reduce impacts at property lines of adjacent properties.

**Figure 22C.080.4450(5)**

**Examples of how to screen roof-mounted mechanical equipment.**



The left illustration shows how rooftop mechanical equipment can be located and screened effectively. The right images shows effective location and screening, including side walls and a trellis to screen views from taller surrounding buildings.

**22C.080.4560 Site lighting.**

(1) Purpose.

(a) To ensure that lighting contributes to the character of the streetscape and does not disturb adjacent developments and residences.

(b) To protect against light pollution, thereby reclaiming the ability to view the night sky and helping to preserve the quality of life and scenic value of this desirable visual resource throughout the region and nearby natural open spaces.

(c) To help protect and enhance human health and wellness and wildlife habitation and migration by minimizing light pollution and its impact on all forms of life.

(d) To promote lighting practices and systems to conserve energy, decrease dependence on fossil fuels, and limit greenhouse gas emissions.

(e) To ensure that sufficient lighting can be provided where needed to promote safety and security on public and private property, and to allow for reasonable lighting for outdoor activities.

(f) To provide attractive lighting that supports and enhances the urban environment, emphasizes architectural elements, and encourages pedestrian activity and wayfinding beyond daylight hours, especially during the long nights of Pacific Northwest winters.

(2) Applicability. All outdoor lighting outside of public rights-of-way shall comply with the provisions herein. This includes, but is not limited to, new lighting, replacement lighting, additions and alterations, or any other lighting whether attached to buildings, poles, structures, the earth, or any other location.

(a) Exemptions.

(i) Lighting solely for signs.

(ii) Underwater lighting.

(iii) Temporary and seasonal cord-and-plug portable lighting.

(iv) Construction or emergency lighting.

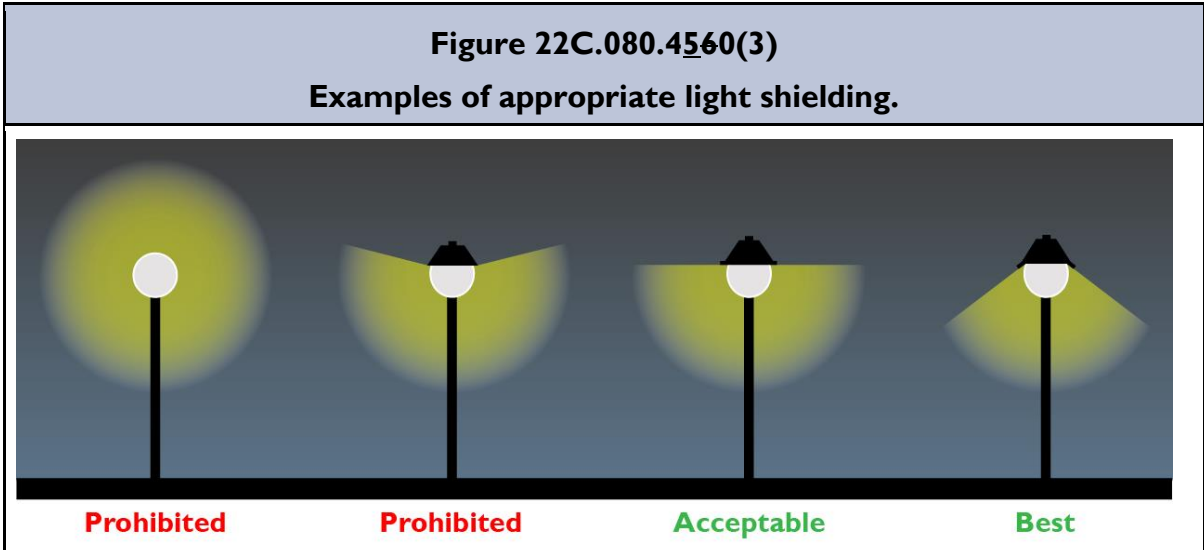
(v) Outdoor rope and string lights for outdoor seating and gathering areas.

(3) General Standards. Exterior lighting shall be integrated as both a functional safety element and a design element that enhances the character and use of the site and building, while minimizing negative impacts on uses on and off the site.

(a) All luminaires shall be fully shielded and shall not emit light into the upper hemisphere around the luminaire or onto adjacent properties and structures, either through exterior full cut-off shields or through optics within the fixture. Support and mounting systems for luminaires shall not allow post-installation adjustments that could defeat compliance with this requirement.

(b) On-site lighting elements throughout and surrounding the site should be complementary, including pedestrian pathway, accent and parking lot lighting, lighting of adjacent developments and the public right-of-way.

(c) Except as provided in this section, outdoor lighting is encouraged to follow the intensity, technology, and other recommendations of the International Dark Sky Association and the Illuminating Engineering Society.

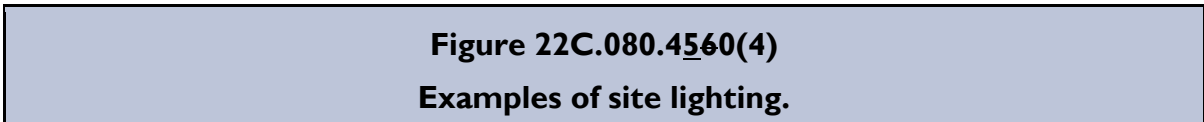


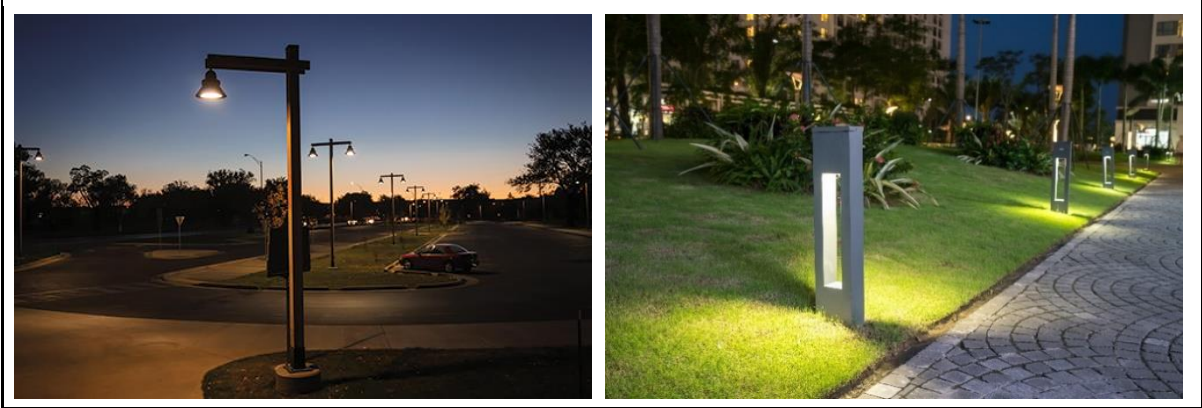
(4) Height.

(a) Freestanding lighting fixtures in parking lots shall not exceed 20 feet in height. Lighting fixtures on the top level of parking garages shall not exceed 12 feet in height.

(b) Pedestrian scale lighting shall not exceed 15 feet in height.

(c) Building-mounted exterior lighting shall not be placed at any point greater than 20 feet above the adjacent grade, except the height limit is 14 feet when within 100 feet of a single-family zone. This standard does not apply to fully recessed lights, such as when mounted on the underside of a gas station fueling canopy or building roof overhang.





(5) Lighting Levels.

(a) All public areas shall be lighted with average minimum and maximum levels as follows:

- (i) Minimum (for low or nonpedestrian and vehicular traffic areas) of one-half foot candle.
- (ii) Moderate (for moderate or high volume pedestrian areas) of one to two foot candles.
- (iii) Maximum (for high volume pedestrian areas and building entries) of four foot candles.

(b) 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.

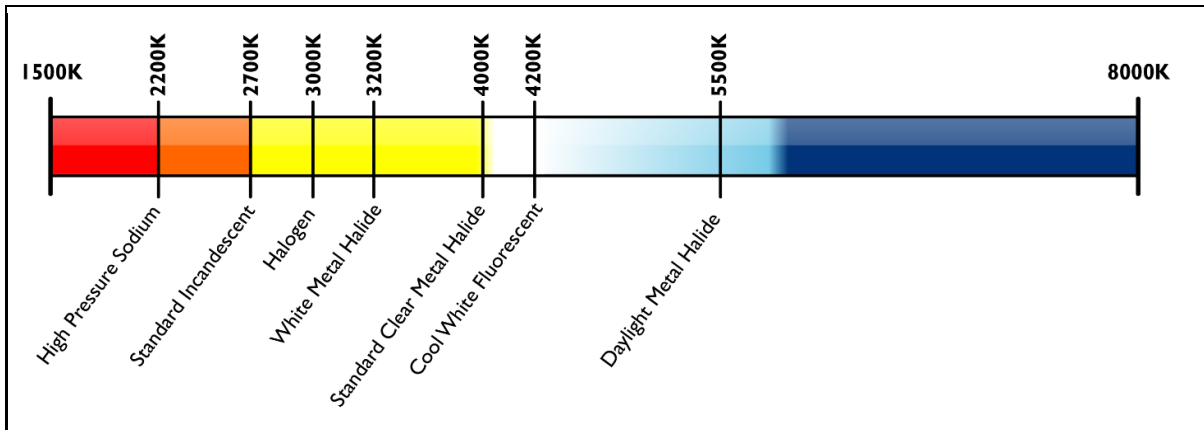
(c) Light levels at the property line should not exceed 0.1 foot candles (fc) adjacent to business properties, and 0.05 foot candles adjacent to residential properties.

(6) Parking Lot Lighting. Lighting parking lots shall be appropriate to create adequate visibility at night and evenly distributed to increase security. Lighting shall be located so that trees within the parking lot do not obscure the operation of the light fixture.

(7) Lighting Color (Chromaticity). The correlated color temperature of all outdoor lighting shall be 3,500 Kelvin maximum or lower (refer to American National Standards Institute's publication C78.377 for guidance on LED lighting). Exceptions may be made for architectural floodlighting, accent lighting, or outlining.

**Figure 22C.080.460(7)**  
**Kelvin temperature chart.**





(8) Exterior Lighting Controls. Automated control systems, such as energy management systems, photoelectric switches, motion sensors and astronomic timer switches, shall be used to meet the hours of operation requirements and the technical and energy efficiency requirements of the applicable Washington State Energy Code. Exceptions:

- (a) Egress lighting as required by the building code.
- (b) Lighting required for accessibility.
- (c) Lighting required by statute, law, or ordinance to operate all night.
- (d) A manual override at each exit door is allowed regardless of automatic control device.
- (e) Seasonal holiday lighting and event lighting.

(9) Prohibited Lighting.

- (a) Dynamic lighting.
- (b) Luminaires exceeding 500,000 peak candelas and/or 500,000 lumens.
- (c) Laser lighting.
- (d) Any lighting of critical areas.
- (e) Any lighting that may be confused with warning signals, emergency signals, or traffic signals.
- (f) Mercury, low pressure sodium, or other light sources in public areas that can impede or distort the perception of actual colors.
- (g) Blinking, flashing, intermittent, and/or moving lights unless specifically allowed elsewhere in the Marysville Municipal Code.
- (h) Lighting permanently attached to trees.

## Article VI. Design Standards – Building Design

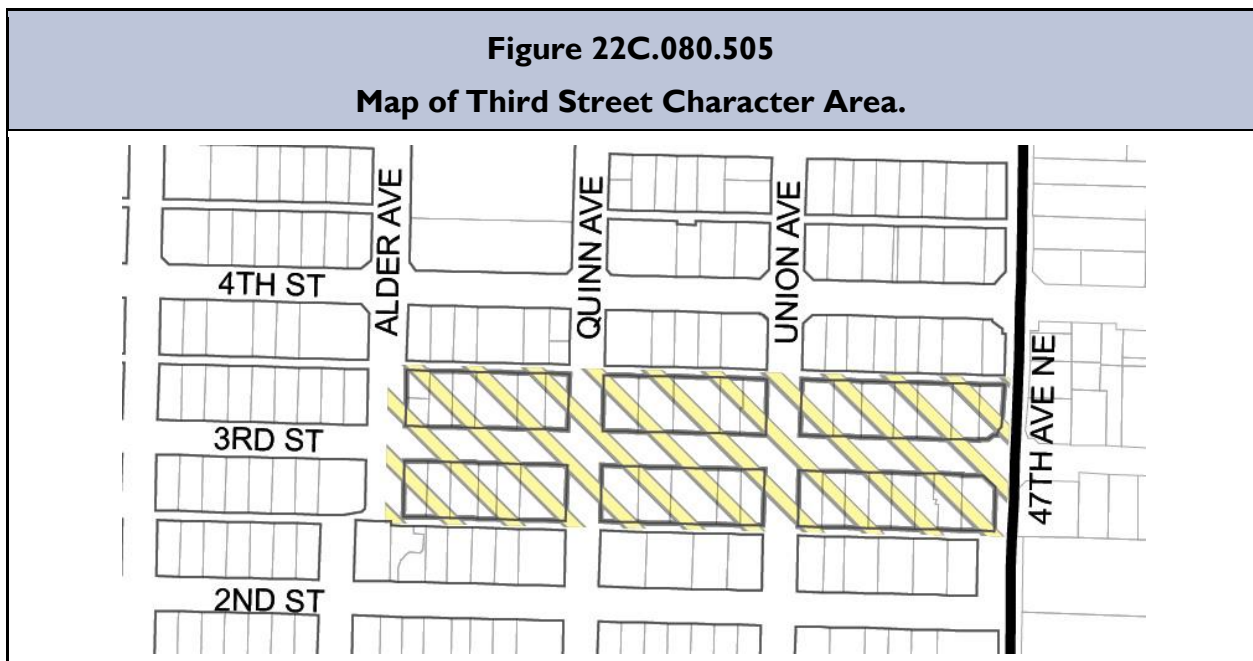
### 22C.080.500 Purpose.

Article VI provides direction for the design of buildings consistent with the goals and policies of the downtown Marysville plan. See the individual “purpose” statements for each section in this chapter.

### 22C.080.505 Third Street character area.

Special building design standards in this article apply to the three-block stretch of Third Street, between Alder Avenue and 47th Avenue NE to reinforce the area’s historic/traditional character:

- (1) MMC [22C.080.510](#)(2)(a)(ii), regarding facade articulation standards.
- (2) MMC [22C.080.510](#)(5), regarding pitched rooflines.



### 22C.080.510 Building massing and articulation.

- (1) Purpose. To employ facade articulation techniques that reduce the perceived scale of large buildings and add visual interest from all observable scales.
- (2) Facade Articulation. All applicable buildings shall include facade articulation features at maximum specified intervals to create a human-scaled pattern. These standards apply to building elevations facing streets (public and private), parks, zone edges, and through-block connections (except alley designs).
  - (a) Maximum Facade Articulation Intervals.

(i) Residential elevations: The width of the dwelling units inside the building (e.g., if the units are 25 feet wide, the facade articulation shall be 25 feet wide). This includes residential portions of mixed use buildings.

(ii) Third Street character area: 25 feet.

(iii) Storefronts: 30 feet. This refers to all ground-level elevations along active ground-floor designated block frontages.

(iv) Other ground-level elevations: 40 feet.

(v) Office buildings and other upper-level nonresidential elevations in the DC and flex zones: 60 feet.

(b) Articulation Features. At least three of the following articulation features shall be employed for all buildings in compliance with the maximum specified facade articulation intervals. Exception: Nonresidential buildings in the flex zone shall include at least two articulation features.

(i) Use of a window fenestration pattern.

(ii) Use of weather protection features.

(iii) Use of vertical piers/columns (applies to all floors of the facade, excluding upper level stepbacks).

(iv) Change in roofline per subsection (4) of this section.

(v) Change in building material and/or siding style (applies to all floors of the facade, excluding upper-level stepbacks).

(vi) Vertical elements such as a trellis with plants, green wall, art element that meet the purpose of the standard.

(vii) Providing vertical building modulation of at least 12 inches in depth if tied to a change in roofline per subsection (4) of this section or a change in building material, siding style, or color. Balconies may be used to qualify for this option if they are recessed or projected from the facade by at least 18 inches.

(viii) Other design techniques that effectively reinforce a pattern of articulated facades compatible with the building's surrounding context.

DEPARTURES will be considered provided they meet the purpose of the standards and the design criteria below. For example, a departure may propose a design with only two articulation features instead of three and/or the articulation features exceed the maximum articulation interval.

**Figure 22C.080.510(2)**  
**Façade articulation examples.**



Building A uses window patterns, horizontal building modulation, changes in building materials, and balconies to articulate the façade. Building B uses window patterns, vertical columns/piers, and weather protection features for the storefront level and window patterns, horizontal building modulation, and changes in building materials on upper residential floors.



Flex zone/non-residential building examples: Building C uses window/entry pattern and weather protection features. Building D uses window patterns, vertical columns, steel canopies, and material changes.

(c) DEPARTURE Criteria Associated with Articulation Standards. Proposals shall meet the purpose of the standards. The following criteria will be considered in determining whether the proposed articulation treatment meets the purpose.

- (i) Consider the type and width of the proposed articulation treatment and how effective it is in meeting the purpose given the building's current and desired context (per Marysville downtown master plan).
- (ii) Consider the applicable block frontage designation. Pedestrian-friendly or undesignated block frontages warrant more flexibility than active ground-floor block frontages.
- (iii) Consider the size and width of the building. Smaller buildings (less than 120 feet wide) warrant greater flexibility than larger buildings.

(iv) Consider the quality of facade materials in concert with doors, windows, and other facade features and their ability to add visual interest to the street from a pedestrian scale and more distant observable scales.

(3) Maximum Facade Length. Building facades and other building elevations facing lower intensity residential zone edge shall include at least one of the following features to break up the massing of the building and add visual interest. This standard applies to building elevations longer than 120 feet in residential zones and the MS zone and 140 feet in the DC and flex zones.

(a) Provide vertical building modulation at least six feet deep and 15 feet long in the mixed use zones and at least eight feet deep and 20 feet long in the employment zones. For multistory buildings, the modulation shall extend through at least one-half of the building floors.

(b) Use of a contrasting vertical modulated design component featuring all of the following:

(i) Utilizes a change in building materials that effectively contrast from the rest of the facade.

(ii) Component is modulated vertically from the rest of the facade by an average of six inches.

(c) Facade employs building walls with contrasting articulation that make it appear like multiple distinct buildings. To qualify for this option, these contrasting facades shall employ all of the following:

(i) Different building materials and/or configuration of building materials.

(ii) Contrasting window design (sizes or configurations).

(d) DEPARTURES to subsections (3)(a) through (c) of this section will be considered provided the design meets the purpose of the standards. Supplemental consideration for approving alternative designs:

(i) Width of the facade. The larger the facade, the more substantial articulation/modulation features need to be.

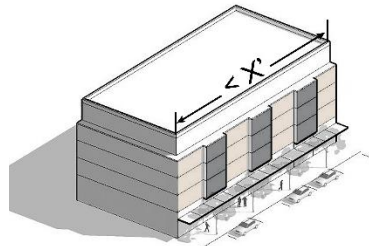
(ii) Block frontage designation. Active ground-floor designated block frontages warrant the most scrutiny.

(iii) The type of articulation treatment and how effective it is in meeting the purpose given the building's context.

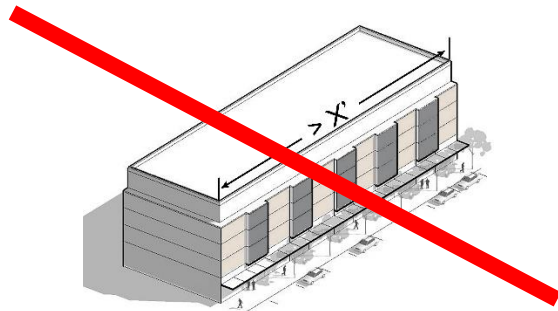
**Figure 22C.080.510(3)**

**Illustrating maximum façade length standards and good and bad examples.**

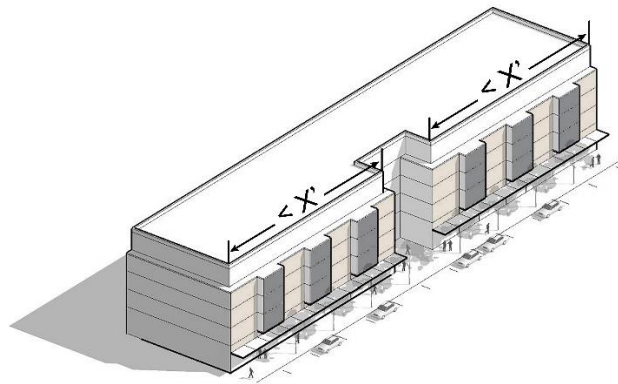
X' refers to the maximum façade length dimension



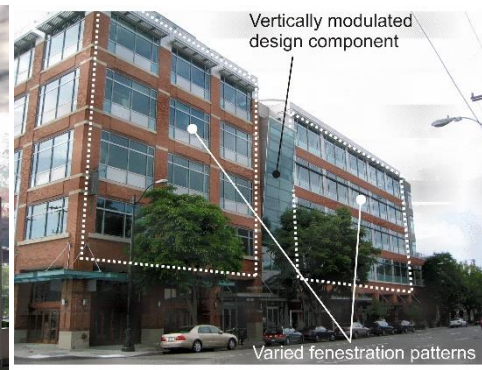
Less than maximum façade length dimension



Exceeds maximum façade length dimension



Building incorporates a courtyard along the façade (technique #1 noted above) to effectively break it up into smaller components: Meets standard.



The left building uses technique # 1 (vertical building modulation at least six-feet deep and 15-feet wide). The right building uses technique #2 (contrasting vertical modulated design component) together with different window fenestration designs on each side. Both examples are effective in breaking up the perceived scale of the building and adding visual interest.

(4) Roofline Modulation. Roofline modulation is encouraged and it can be used as one of the facade articulation features in subsections (2) and (3) of this section. In order to qualify as an articulation feature, rooflines shall employ one or more of the following:

(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 subsections (2) and (3) 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) A pitched roofline or gabled roofline segment of at least 20 feet in width. Buildings with pitched roofs shall include a minimum slope of 5:12 and feature modulated roofline components at the interval required per the applicable standard above.

(c) A combination of the above.

DEPARTURES will be considered provided the roofline modulation design effectively reduces the perceived scale of the building and adds visual interest.



(5) Pitched Rooflines in the Third Street Character Area. Buildings in the Third Street character area shall employ gabled or hipped rooflines to reinforce the character and scale of the area.

**Figure 22C.080.510(5)**

**Third Street character area – existing roofline examples.**



**22C.080.520 Building details.**

(1) Purpose.

(a) To encourage the incorporation of design details and small-scale elements into building facades that are attractive at a pedestrian scale.

(b) To integrate window design that adds depth, richness, and visual interest to the facade.

(2) Facade Details – Nonresidential and Mixed Use Buildings. All building facades and other building elevations facing parks, pedestrian-oriented spaces, and containing primary building entrances shall be enhanced with appropriate details. All new buildings shall employ at least one detail element from each of the three categories below for each facade articulation interval (see MMC [22C.080.510\(2\)](#)).

(a) Window and/or entry treatment, such as:

(i) Transom windows.

(ii) Roll-up windows/doors.

(iii) Recessed entry.

(iv) Decorative door.

(v) Other decorative or specially designed window, shading or entry treatment that meets the purpose of the standards.



**Figure 22C.080.520(2)(a)**

**Examples of decorative or specially designed windows and entries.**



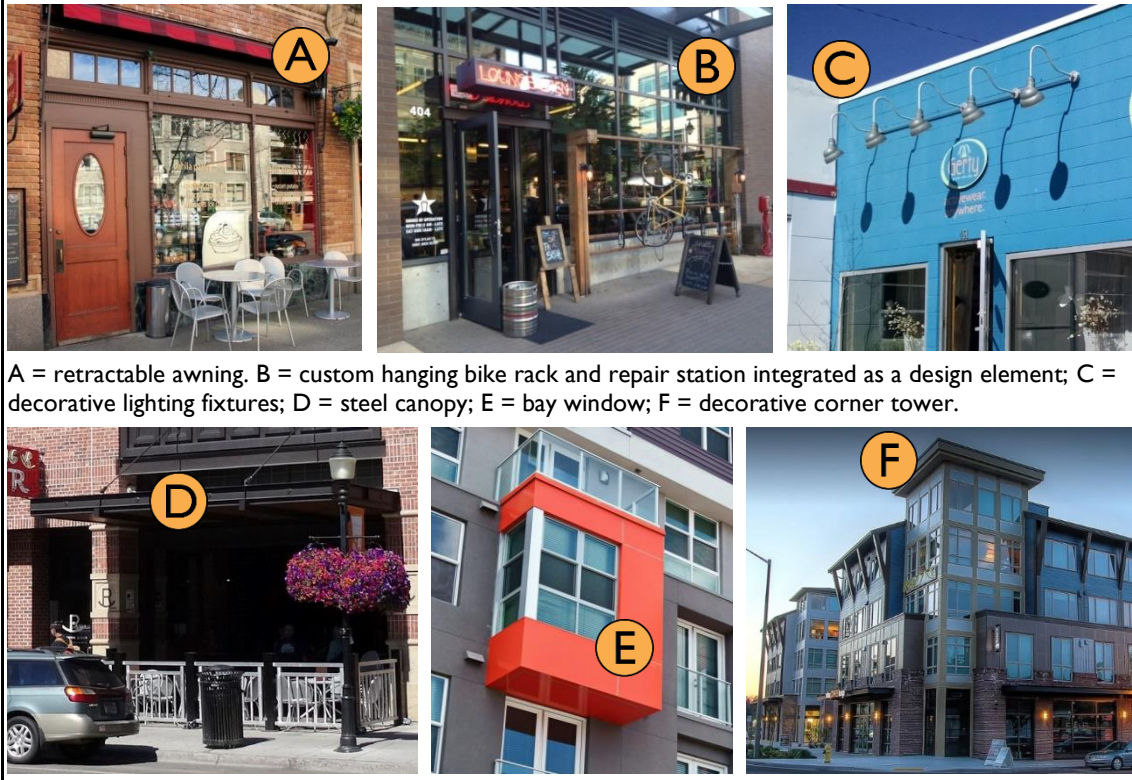
A = openable storefront window. B = transom windows. C = openable window with decorative details. D = decorative window shades. E = Decorative door. F = recessed entry.

(b) Building elements and facade details, such as:

- (i) Custom-designed weather protection element such as a steel canopy, glass, or retractable awning. Custom-designed cloth awnings may be counted as a detail provided they are constructed of durable, high-quality material.
- (ii) Decorative building-mounted light fixtures.
- (iii) Bay windows, trellises, towers, and similar elements.
- (iv) Other details or elements that meet the purpose of these standards.

**Figure 22C.080.520.(2)(b)**

**Examples of attached elements that enhance the visual intrigue of the building.**



A = retractable awning. B = custom hanging bike rack and repair station integrated as a design element; C = decorative lighting fixtures; D = steel canopy; E = bay window; F = decorative corner tower.

(c) Building materials and other facade elements, such as:

- (i) Use of decorative building materials/use of building materials. Examples include decorative use of brick, tile, or stonework.
- (ii) Decorative kickplate, pilaster, base panel, or other similar feature.
- (iii) Hand-crafted material, such as special wrought iron or carved wood.
- (iv) Other details that meet the purpose of the standards.

**Figure 22C.080.520(2)(c)**

**Examples of building material details that enhance the visual intrigue of the building.**



A & B = Decorative column/pier masonry/tile-work. C = Decorative emblem (not advertising a particular business). D = Decorative mosaic tilework at building entry. E = Decorative bulkhead design. F = Decorative column/pier brick-work.



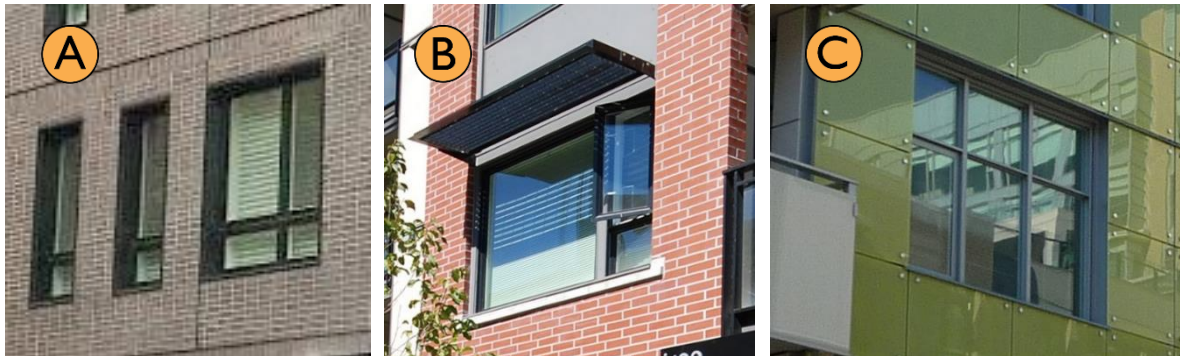
DEPARTURES for facade detail standards of this subsection (2) will be considered provided the facade (at the overall scale and at the individual articulation scale) meets the purpose of the standards.

(3) Window Design Standards. All windows shall employ designs that add depth and richness to the building facade. At least one of the following features shall be included to meet this requirement:

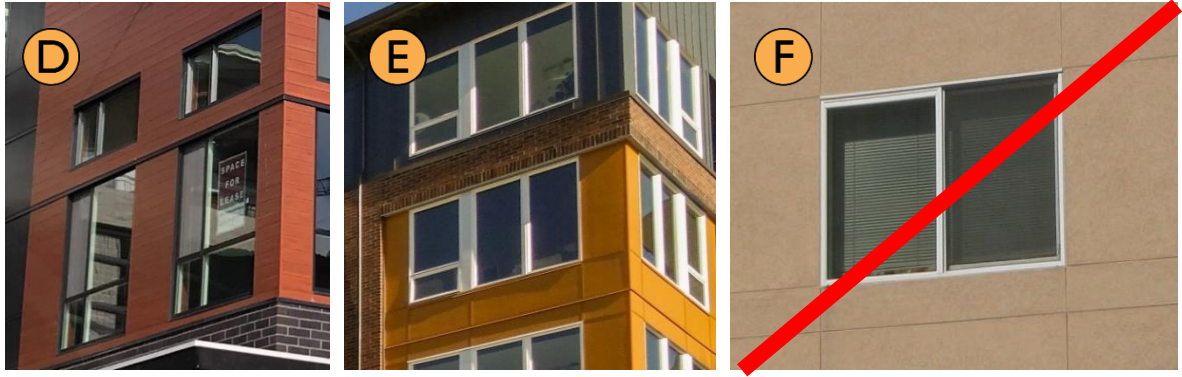
- (a) Recess windows at least one and one-half inches from the facade.
- (b) Incorporate window trim (at least three inches wide) around windows.
- (c) Incorporate other design treatments that add depth, richness, and visual interest to the facade.

**Figure 22C.080.520(3)(c)**

**Acceptable and unacceptable window design examples.**



The windows in Images A-C are recessed by at least 1-1/2 inches from the façade. Images D and E feature a reveal/recess of less than 1-1/2 inches, but the contrasting frames and mullions effectively add a sense of depth and richness to the façade. The treatment in Image F does not effectively add a sense of depth and richness to the façade.



(4) Cornice/Roofline Design. Buildings employing a flat roof shall employ a distinctive roofline that effectively provides an identifiable “top” to the building. This could include a traditional cornice line or a contemporary interpretation of a traditional cornice line.

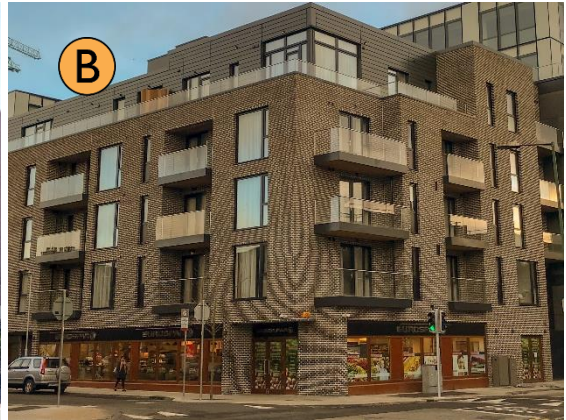
(a) Such rooflines shall be proportional to the size and scale of the building.

(b) Understated cornice lines are permitted depending on the materials and design of the base and middle elements in reinforcing the base/middle/top configuration.

Figure 22C.080.520(4)(b) illustrates acceptable and unacceptable examples.

**Figure 22C.080.520(4)(b)**

**Examples of buildings employing confident and distinctive rooflines.**



Building A uses a dramatic overhanging cornice at the corner. Building B uses a simple glass railing and an upper level building stepback.



Buildings C and D simply appear to end without any statement of confidence and do not meet the standard.

Rooftop solar units are permitted, provided the placement and design of units visible from the surrounding streetscape are carefully integrated into the overall design concept of the building.

(5) Articulated Building Entries. The primary building entrance for an office building, hotel, apartment building, public or community-based facility or other multistory commercial building shall be designed as a clearly defined and demarcated standout architectural feature of the building. Such entrances shall be easily distinguishable from regular storefront entrances on the building. Such entries shall be scaled proportional to the building. See Figure 22C.080.520(5) for good examples.

**Figure 22C.080.520(5)**  
**Acceptable building entry examples.**



## **22C.080.530 Building materials.**

### **(1) Purpose.**

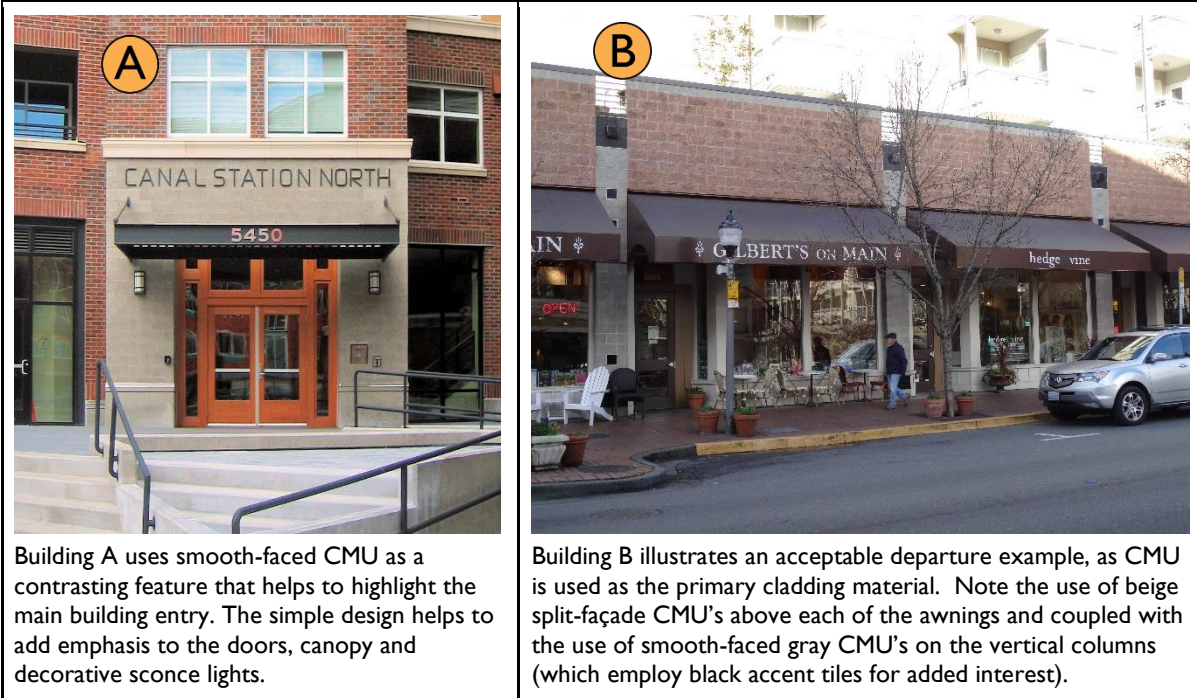
- (a) To encourage the use of durable, high quality, and urban building materials that minimize maintenance cost and provide visual interest from all observable vantage points.
- (b) To promote the use of a distinctive mix of materials that helps to articulate facades and lends a sense of depth and richness to the buildings.
- (c) To place the highest priority on the first floor in the quality and detailing of materials at the pedestrian scale.

### **(2) Special Conditions and Limitations for the Use of Certain Cladding Materials.**

- (a) Concrete block (a.k.a. concrete masonry unit or CMU) may be used as a secondary cladding material (no more than one-third of total facade cladding) on building elevations facing streets, parks, pedestrian-oriented spaces, and containing primary building entrances provided it is incorporated with other permitted materials.

DEPARTURES will be considered for alternative designs that use concrete block as the primary, but not the only, cladding material provided the design incorporates a combination of textures and/or colors to add visual interest. For example, combining split or rock-façade units with smooth blocks can create distinctive patterns. The figures below illustrate acceptable concrete block use/designs.

**Figure 22C.080.530(2)(a)**  
**Acceptable concrete block use/design.**



(b) Metal siding may be used on all building elevations provided it complies with the following standards:

- (i) It shall feature visible corner molding and trim. Masonry, concrete, or other durable material shall be incorporated between the metal siding and the ground plane for all residential buildings and storefronts.
- (ii) Metal siding shall be factory finished, with a matte, nonreflective surface.

DEPARTURES will be considered provided the material's integration and overall façade composition meets the purpose of the standards.

**Figure 22C.080.530(2)(b)**  
**Acceptable metal siding examples**



Building A successfully uses metal siding more as an accent element to help articulate the façade. Metal is the primary material in the industrial Building B, which includes distinct scoring patterns and refined window designs. Metal siding is integrated with other materials in Buildings C and D, both of which integrate subtle changes in color to go with articulation features and design details.

(c) Standards for the Use of Exterior Insulation and Finish System (EIFS). Such material/finishes may be used when it complies with the following:

(i) For residential buildings, EIFS is limited to no more than 50 percent of the cladding for building elevations facing streets, parks, pedestrian-oriented spaces, and containing primary building entrances of the total façade area.

(ii) For nonresidential and mixed use buildings, EIFS is limited to no more than 25 percent of the cladding for building elevations facing streets, parks, pedestrian-oriented spaces, and containing primary building entrances of the total façade area.



(iii) EIFS shall feature a smooth or sand finish only.

(iv) EIFS shall be trimmed in wood, masonry, or other material and shall be sheltered from weather by roof overhangs or other methods.

(v) EIFS shall not be used on the ground floor of facades containing nonresidential uses.

DEPARTURES will be considered provided the material's integration and overall facade composition meets the purpose of the standards.

**Figure 22C.080.530(c)**  
**Acceptable and unacceptable EIFS examples.**



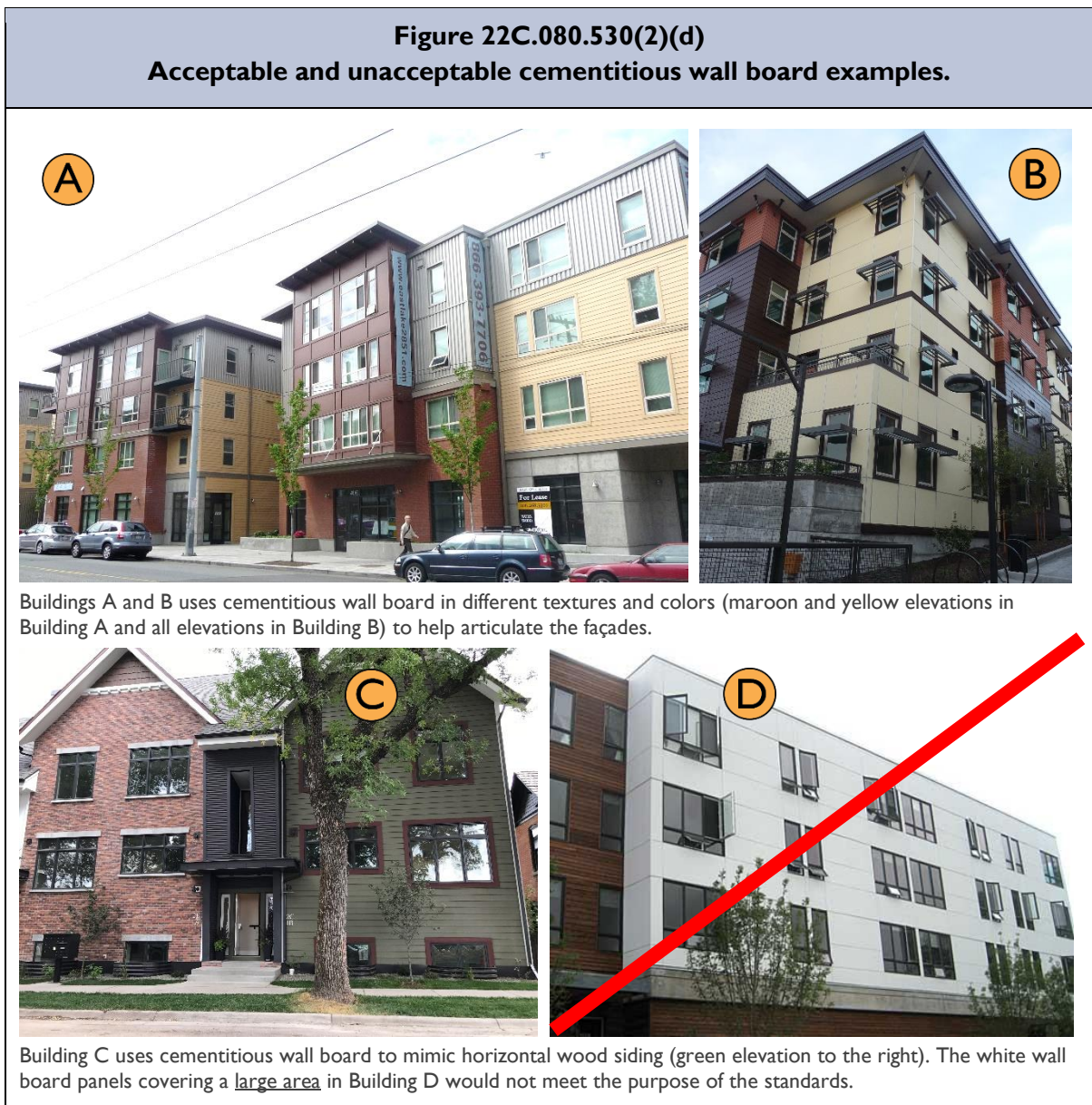
Buildings A and B mix EIFS with brick and other materials and integrate trim details around windows to add a sense of depth to the façade. Building C uses EIFS in between the window and sidewalk - this design is prohibited. Building D uses EIFS as the primary siding material, which is prohibited.

(d) Cementitious wall board paneling/siding may be used on all building elevations provided it meets the following provisions:

(i) Cement board paneling/siding may not be used on ground-level facades containing nonresidential uses.

(ii) Where cement board paneling/siding is the dominant siding material, the design shall integrate a mix of colors and/or textures that are articulated consistent with windows, balconies, and modulated building surfaces and are balanced with facade details that add visual interest from the ground level and adjacent buildings.

DEPARTURES will be considered provided the material's integration and overall facade composition meets the purpose of the standards.

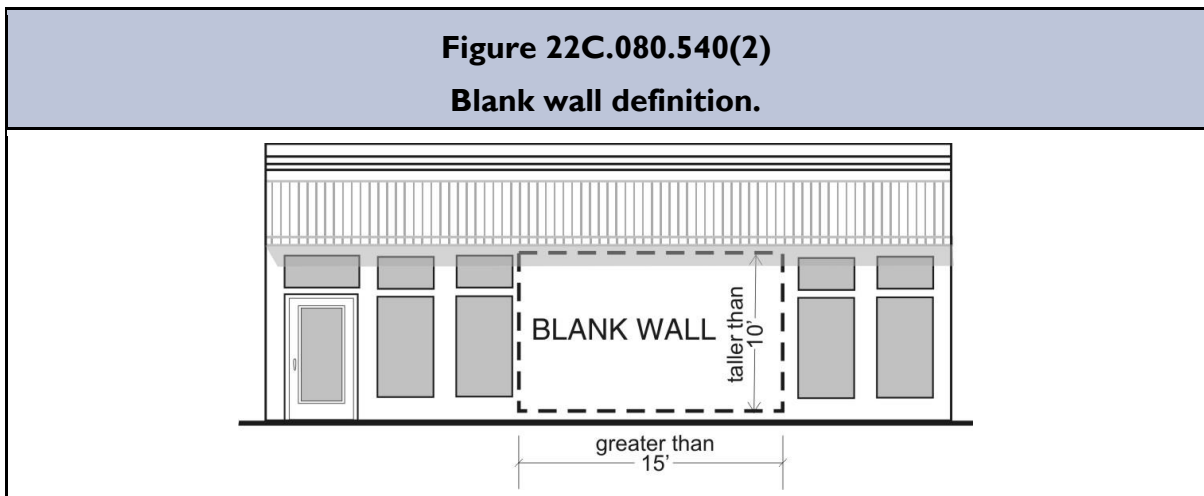


## 22C.080.540 Blank wall treatment.

(1) Purpose.

- (a) To avoid untreated blank walls.
- (b) To retain and enhance the character of downtown Marysville's streetscapes.

(2) Blank Wall Definition. "Blank wall" means a ground-floor wall or portion of a ground-floor wall over 10 feet in height and a horizontal length greater than 15 feet and does not include a transparent window or door.



(3) Blank Wall Treatment Standards. Untreated blank walls adjacent to a public street, pedestrian-oriented space, common outdoor space, or pedestrian pathway are prohibited. Methods to treat blank walls can include:

- (a) Display windows at least 16 inches in depth to allow for changeable displays. Tack-on display cases (see Figure 22C.080.540(3)) do not qualify as a blank wall treatment.
- (b) Landscape planting bed at least five feet deep or a raised planter bed at least two feet high and three feet deep in front of the wall with planting materials that are sufficient to obscure or screen at least 60 percent of the wall's surface within three years.
- (c) Installing a vertical trellis in front of the wall with climbing vines or plant materials.
- (d) Installing a mural as approved by the director. Commercial advertisements are not permitted on such murals.
- (e) Special building detailing that adds visual interest at a pedestrian scale. Such detailing shall use a variety of surfaces; monotonous designs will not meet the purpose of the standards.

For large visible blank walls, a variety of treatments may be required to meet the purpose of the standards.

**Figure 22C.080.540(3)**  
**Blank wall treatment examples.**



Buildings A-C all feature some form of landscaping to screen (Building A) or add visual interest to the building elevation. Building B uses a decorative mix of materials to provide visual interest, whereas Building C uses a metal sculpture to screen a large blank wall. The display cases in Building D don't meet the 16" depth requirement, nor do they meet the purpose of the standards.

(4) Firewalls. Firewalls along property lines are exempt from the above standards, but where they are visible to the public (from the adjacent street), they shall be designed to provide visual interest from all observable distances. Examples may include the use of varying materials, textures, and/or colors, the use of green or living walls, and/or the use of modulated building walls to form design patterns.

Murals are also encouraged as a firewall treatment. Murals are subject to approval by the director. Commercial advertisements are not permitted on such murals.

**Figure 22C.080.540(4)**

**Acceptable firewall design where visible to the public.**



Building A uses a combination of paint bands and ivy to enhance the appearance of this large exposed firewall. Building B uses simple scoring patterns and change in materials and color on part of the top floor to add visual interest.



Plain-gray concrete block firewalls such as this in Building C are not allowed when visible from the street.

## EXHIBIT K

### 22C.250.080 Wireless communication facilities – Design standards.

(1) All WCFs shall:

- (a) Be designed and constructed to present the least visually obtrusive profile.
- (b) Use colors such as gray, blue, or green that reduce visual impacts unless otherwise required by the city of Marysville, the FAA, or the FCC.
- (c) Flush-mounted antennas when feasible. Nonflush-mounted antennas are allowed only upon written demonstration by the applicant that flush mounting is not feasible.

(2) Base Stations.

- (a) Base stations that are not located underground shall not be visible from public views.
- (b) New base stations and ancillary structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and building materials of existing buildings or structures on the property, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the base station and ancillary structures from pedestrian views. Where feasible, one building with multiple compartments shall be constructed to serve the total number of anticipated co-location tenants. If the applicant can demonstrate that one building is not feasible or practical due to site design or other constraints, then a site plan shall be provided to demonstrate how all potential base stations and ancillary structures will be accommodated within the vicinity of the WCF.

(3) Height Standards. The height of the antenna support structure shall be measured from the natural undisturbed ground surface below the center of the base of the tower to the top of the tower or, if higher, to the top of the highest antenna or piece of equipment attached thereto. The height of any WCF shall not exceed the heights provided in the table below.

Zone	Maximum Height
GC, DC, DTC, CB, NB, GI, LI, MU, PI, WR-CB, WR-MU, MS, F	140 feet
R-4.5, R-6.5, R-8, WR-R-4-8, R-12, R-18, WR-R-6-18, R-28, FR, MMF, MH1, MH2	80 feet
Open Space and Recreation	140 feet

Notes:

- (1) New antenna support structures must comply with MMC [22C.250.070](#)(4)(e) through (g).
- (2) Increases to the height of an existing antenna support structure are permitted, provided:

- (a) It is consistent with all conditions of the CUP authorizing the use and subsequent approvals thereafter;
- (b) The existing conditions and the proposed changes are not in violation of the MMC;
- (c) It is necessary to accommodate an actual co-location of the antenna for additional service providers or to accommodate the current provider's antenna required to utilize new technology, provide a new service, or increase capacity;
- (d) Height increases are limited to no more than 40 feet above the height of the existing antenna support structure unless explicitly allowed in the CUP;
- (e) A nonconformance shall not be created or increased, except as otherwise provided by this chapter;
- (f) A detailed certification of compliance with the provisions of this section is prepared, submitted, and approved.

(4) Setback Requirements.

(a) Antenna support structures outside of the right-of-way shall have a setback from property lines of 10 feet from any property line and 50 feet or one foot setback for every one foot in height from any residentially zoned property, whichever provides the greatest setback.

(b) Base stations shall be subject to the setback requirements of the zone in which they are located.

(c) The department shall consider the following criteria and give substantial consideration to on-site location; setback flexibility is authorized when reviewing applications for new antenna support structures and consolidations:

(i) Whether existing trees and vegetation can be preserved in such a manner that would most effectively screen the proposed tower from residences on adjacent properties;

(ii) Whether there are any natural landforms, such as hills or other topographic breaks, that can be utilized to screen the tower from adjacent residences;

(iii) Whether the applicant has utilized a tower design that reduces the silhouette of the portion of the tower extending above the height of surrounding trees.

(5) Landscaping and Fencing Requirements.

(a) All ground-mounted base stations and ancillary structures shall be enclosed with an opaque fence or fully contained within a building. In all residential zones, or a facility abutting a residential zone, or in any zone when the base station and ancillary structures adjoin a public right-of-way, the fence shall be opaque and made of wood, brick, or masonry. In commercial or industrial zones, if a chain-link fence is installed, slats shall be woven into the security fence. Required fencing shall be of sufficient height to screen all ground equipment and shall be subject to MMC [22C.010.380](#) and [22C.020.330](#). The city shall have the authority to determine the type of enclosure and materials required based upon review of existing site and surrounding conditions.

(b) Landscaping shall be done in accordance with Chapter [22C.120](#) MMC.

(c) When a fence is used to prevent access to a WCF or base station, any landscaping required shall be placed outside of the fence.

(d) Landscaping provisions may be modified in accordance with MMC [22C.120.190](#).

(6) Lighting Standards. Except as specifically required by the FCC or FAA, WCFs shall not be illuminated, except lighting for security purposes that is compatible with the surrounding neighborhood. Any lighting required by the FAA or FCC must be the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable to minimize the potential attraction to migratory birds. Dual lighting standards (white blinking light in daylight and red blinking light at dusk and nighttime) are required and strobe light standards are prohibited unless required. The lights shall be oriented so as not to project directly onto surrounding residential property, and consistent with FAA and FCC requirements.

(7) Signage. Commercial messages shall not be displayed on any WCF. The only signage that is permitted upon an antenna support structure, base station, or fence shall be informational, and for the purpose of identifying the antenna support structure (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the antenna support structure, signs located every 20 feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum letter height of four inches) the following: "HIGH VOLTAGE – DANGER."

(8) Sounds. Maximum permissible sound levels to intrude into the real property of another person from a wireless communication facility shall not exceed 45 dB(A). In the case of maintenance, construction, and emergencies, these sound levels may be exceeded for short durations as required by the specific circumstance.



**Community  
Development**



**501 Delta Ave  
Marysville, WA 98270**

**Planning  
Commission Meeting  
Minutes  
September 26, 2023**

**CALL TO ORDER/ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. and noted the excused absence of Commissioner Shanon Jordan. Welcome to new commissioner, Gary Kemp.

Present: Chair Steve Leifer, Vice Chair Brandon Whitaker, Jerry Andes, Gary Kemp, Kristen Michal, Zebo Zhu

Absent: Shanon Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer, Planning Manager Chris Holland

**APPROVAL OF MINUTES (July 25, 2023)**

**Motion** to approve the July 25, 2023 meeting minutes as presented moved by Vice Chair Brandon Whitaker seconded by Jerry Andes. **Motion passed unanimously.**

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

None.

**PUBLIC HEARING**

**Light Industrial (LI) Design Standards Minor Amendment**

Principal Planner Gemmer introduced this item which would clarify that the industrial design standards only apply to the specific properties described and depicted in MMC 22C.020.240(2).

The public hearing was opened at 6:47 p.m.

Public comments were solicited. Seeing none, the public testimony portion of the public hearing was closed at 6:53 p.m.

**Motion** to approve the proposed Light Industrial (LI) Design Standards Minor Amendment to City Council for adoption by Ordinance moved by Vice Chair Whitaker seconded by Commissioner Andes. **Motion passed unanimously.**

## **NEW BUSINESS**

### **Downtown Master Plan (DMP) and DMP code amendments**

Principal Planner Gemmer presented proposed amendments to the Downtown Master Plan (DMP):

- DMP Boundaries and Riverwalk Site - The boundaries are proposed to be expanded by about three acres to the southeast to include the Riverwalk project, and the portion of the property currently zoned LI is proposed to be rezoned to DC. The boundaries of the Residential Target Area is also proposed to be revised to include the Riverwalk project for a property tax exemption for multi-family development. This is shown in the packet page 42 of 214.
  - Chair Leifer asked if the City would maintain ownership of the land. Director Miller indicated that was still to be determined but the City might either sell the land or maintain the land and not own the buildings.
- Flex and Flex Residential - Eliminate the Flex Residential Overlay, and simply have a Flex zone and a Flex Residential zone. These zones would each have separate columns in the permitted uses matrices, and the standalone section pertaining to the Flex Residential Overlay would be repealed. A few non-residential uses, that are incompatible with residential uses, would be removed from the Flex Residential zone.
  - Commissioner Whitaker asked if this would be a mini planned development overlay just for those locations. Ms. Gemmer explained the intent was to recognize that parts of the area have a mix of commercial and multifamily existing. The amendment would separate it out and clarify it in the code.
  - Chair Leifer asked how small of a lot someone could build something like a mid-rise multifamily building. Ms. Gemmer explained that there isn't a minimum lot size as long as you meet setbacks, provide parking, and meet design requirements. Chair Leifer summarized that the economics would govern it. Ms. Gemmer concurred.
- Third Street Character Area - The Third Street Character Area, which provides standards to promote development that is consistent with the historic character of

Third Street, is proposed to be added to the Comprehensive Plan and zoning maps so that it is clear where the standards apply, and ensure that they are not overlooked. This refers to Third Street between Alder Avenue and 47th Avenue. It would recognize the Craftsman look of the homes, the smaller scale, gable roof pitch, etc.

- Commissioner Zhu asked when the 4th Street beautification project would start. Ms. Gemmer said they would check with Public Works.

## Residential Density and Dimensional Standards

- Density - To streamline the code, the maximum base density is proposed to be eliminated, and the minimum and maximum density requirements are proposed to be retained. The 20,000 square foot (property size) threshold for applying minimum densities would be removed and replaced with a director waiver of the minimum densities in certain situations. Minimum densities are proposed to be established in the Flex Residential (FR), Middle Housing 1 (MH1), and Middle Housing 2 (MH2) zones. The minimum density for FR is proposed to be set at 20 dwelling units per acre, while the less intensive MH1 and MH2 zones are proposed to be set at 10 dwelling units per acre. A maximum density would not be established; instead setbacks, height limitations, parking, open space, and associated development standards would limit the density. Residential Density Incentives (RDI) would also no longer be required in order to pursue the maximum allowed density Downtown.
- Setbacks - The code section with supplemental side and rear yard setback requirements is currently in Article IV, and is proposed to be relocated directly following the general density and dimensional table given the frequency with which this section is used. A five foot setback would be required for side yards except where a greater setback is required for light and air access. A setback ranging from 10 to 15 feet is recommended for side yards abutting a public street. References to the special standard for projects abutting residential zones, and for light and air access, have been added to the setback table for clarity.
- Land Use and Permitted Uses - There are certain uses in different zones that are probably not going to be compatible. Several land uses outlined in the DMP do not align with the permitted uses matrices in MMC Chapter 22C.080. Most amendments consist of resolving these discrepancies in favor of the use that best aligns with the intent of the DMP, or will be most compatible with existing and anticipated land uses. Some of these were reviewed.
- Sidewalk Block Front Requirements - The sidewalk requirements in the 'Block Fronts' section of the DMP is general in nature and requires further details along with some amendments to proposed sidewalk widths, and the sidewalk requirements are not currently in the MMC. Amendments to the DMP consist of reducing the sidewalk width for active ground floor block fronts from 18 to 16 feet;

requiring an 8-foot sidewalk for projects developed with the landscaped block frontage standard while a 12-foot sidewalk is proposed for projects developed with an active ground floor block frontage. These requirements would be added to the block frontage standards.

- Parking and Loading - The off-street parking and loading requirements are proposed to be amended as follows:
  - Instructions on how to calculate off-street parking, that is consistent with the general parking code, has been added;
  - Currently, several uses (i.e. eating and drinking establishments, health and social services, etc.) are exempt from providing off-street parking in the Main Street (MS) zone if the building is 10,000 SF GFA or less. The currently exempted uses require 1 parking space for every 400 square feet for buildings over 10,000 SF. There are three other uses (i.e. banks and professional offices, personal services use, and retail uses) that are as desirable to pursue Downtown as the currently exempted uses, and only require 1 parking space for every 500 square feet; therefore, the exemption from providing off-street parking in the MS zone for buildings that are 10,000 SF or less is proposed to be extended to these additional uses.
  - Modest reorganization of the permitted uses matrices has occurred to group similar uses; and
  - A clarification has been added on how to calculate the office parking required for manufacturing uses.
- Townhouse Open House - The open space section is proposed to be amended to require 150 square feet of open space per townhouse unit similar to ground-based multi-family units in the Downtown. This expectation is less than the 200 square feet of open space that is required for townhouses elsewhere in the City.
- Definitions - Definitions will be added for various terms.

#### General Discussion:

Vice Chair Whitaker referred to page 58 and 72 of 214, the bike and pedestrian priority routes, and pointed out that the plan isn't recommending that pedestrians and bikes use the sidewalk on the 1st Street bypass. He also questioned the preferred crossing at 4th and Quinn where there is no stoplight or crosswalk. Crossing five lanes of traffic might be difficult for a bicyclist or pedestrian. Additionally, he wondered about improvements to 61st Street which might be a preferred route but isn't shown on the map. Also, he expressed some concern about Riverwalk's impact on the 1st Street bypass which was lauded as way to get folks off 4th Street and get them eastbound. It seems like Riverwalk could end up congesting the area when built out. Ms. Gemmer thought that designation on the 1<sup>st</sup> Street bypass this was to indicate what the priority of the street was, not that something wouldn't be welcome on the 1st Street bypass. Staff can look at Quinn and 61st Street to see if an amendment to the map is warranted. She thought that there is a rapid flashing beacon. Vice Chair Whitaker acknowledged that there is

a rapid flashing beacon at one point but there is a preferred crossing shown at 4th and Quinn where there is no stoplight or crosswalk. He also commented that in general, he has seen vehicles going southbound on 47th and jump the curb to go further south instead of turning down 3rd or 2nd.

Planning Manager Holland explained the reasoning for the route on Quinn was that the priority was to get them to go north or east on quieter streets. He noted he has also observed the vehicles on 47th jumping that curb, and police are aware of it. As far as the Riverwalk and traffic, there is a draft traffic analysis on that. They are anticipating that some improvements may need to be made. Traffic will be mainly morning and PM peak going in and out of there. Events will be nighttime during the week and weekends. They are also doing a weekend analysis of that. This is also a concern for the City. When there is a final traffic analysis it will be brought to the Planning Commission. The thought is that most of the traffic will be coming to the south to get to the complex and then getting on the freeway to go south again. He acknowledged that some improvements will be necessary. The improvements to the 4th Street interchange will likely help with this. Planning Manager Holland brought up conversations they have had with the folks who own the Town Center Mall. There was some discussion about redevelopment possibilities for this area.

Chair Leifer commended staff for allowing the form-based code. It is important to developers to have the flexibility and tools to be able to get things done.

Commissioner Michal commended staff's work. She expressed appreciation for the 3rd Street Character area being included and protecting some of the more traditional structures.

**Motion** to set a Public Hearing for the Downtown Master Plan (DMP) and DMP code amendments on October 10 moved by Commissioner Andes seconded by Commissioner Zhu. **Motion passed unanimously.**

## **DIRECTOR'S COMMENTS**

Director Miller welcomed Gary Kemp to the Planning Commission. The IT staff will help all commissioners change passwords following the meeting. The joint meeting with City Council yesterday went great. The Council was happy to meet with the PC and expressed appreciation for the work they do. The stated they would like to meet with the Planning Commission at least annually.

Chair Leifer said he would like to see a bullet list of what staff gleaned last night. Director Miller summarized that they didn't hear "no" on State Avenue. They heard that there were some questions related to the Swift locations and that the group wasn't entirely comfortable with changing the zoning right with the Comprehensive Plan but looking into it and possibly building in some triggers to look at it later. Director Miller explained that staff will bring a summary back to the Planning Commission in writing.

Vice Chair Whitaker asked about the reason for Option 3 not being part of the recommended options. Director Miller explained they those are just the routes that Community Transit is analyzing.

Chair Leifer discussed concerns about potential Swift routes and asked if staff would be proactive on expressing the City's preferences for the Swift route. Director Miller replied that staff and the Mayor are very involved with this. Community Transit will not be making the decision without Marysville's input. Chair Leifer said he wanted to make sure they understood that having the route on a two-lane road (Shoultes) would restrict both traffic and the buses. Director Miller agreed and noted that staff has heard his comments loud and clear and are passing those on. She encouraged him to put his comments in writing and send them to Community Transit since they are accepting comments now.

## **ADJOURNMENT**

**Motion** to adjourn at 7:54 p.m. moved by Vice Chair Brandon Whitaker seconded by Jerry Andes. **Motion passed unanimously.**

*Angela Gemmer* for  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING** – October 10, 2023

**Meeting Minutes  
October 10, 2023**

**ROLL CALL**

Chair Leifer called the Planning Commission meeting to order at 6:30 p.m. noting the presence of all commissioners, staff, and several people in the audience.

Present:

Commission: Chair Leifer, Commissioner Kemp, Commissioner Zhu, Commissioner Andes, Vice Chair Whitaker, Commissioner Michal, Commissioner Jordan

Staff: Community Development Director Haylie Miller, Principal Planner Angela Gemmer, Planning Manager Chris Holland (via Zoom)

**APPROVAL OF MINUTES**

- September 26, 2023 Minutes

**Motion** to approve the minutes as presented moved by Commissioner Andes, seconded by Commissioner Kemp.

**AYES: ALL**

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**

- **Hearing 1 – Mavis-Undi Comprehensive Plan Map Amendment and Rezone**

Staff Presentation: Principal Planner Gemmer reviewed this Non-Project Action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 2.64 acres from Multi-family Low Density (R-12) to General Commercial (GC). It is located at the northwest corner of 169th Place and 27th Avenue in the Lakewood neighborhood. The recommendation of staff as outlined in the Staff Report is to disapprove the proposed rezone because there is an alternate process in the code to allow for rezones

to the contiguous zone if the property is ten acres or less. The alternate process would not require a Comprehensive Plan amendment. Staff has concerns about the wide range of uses that could be pursued on the property, impacts to the neighborhood to the south as well as impacts to the intersection of 27th Avenue and 172nd Street. They have received feedback from the single-family neighborhood to the south with similar concerns. Staff is recommending a project action rezone which would be available at any time during the year.

#### Commissioner Questions for Clarification:

Commissioner Andes wondered if something like a mixed use zone would work better there to transition from the single-family to commercial. Ms. Gemmer said staff would like to see how the site is laid out and what impacts to the neighborhood to the south would be. In general, she thinks that there would be a warmer reception to a mixed use development, a grocery store, restaurants, or other things the neighborhood could use.

Commissioner Whitaker commented they had a good discussion on this last time they discussed it, and he agrees with staff's recommendation.

Director Miller reviewed hearing procedures.

The public hearing was opened at 6:38 p.m.

#### Applicant Presentation:

David Toyer, Toyer Strategic Advisors, land use consultant for the applicant, distributed copies of the PowerPoint presentation and other materials to the Planning Commission. He reviewed a map of the property and pointed out that one of the things allowed in a general commercial zone is apartments over residential. Rezoning to general commercial would allow for mixed use potentially depending on who the developer is. He acknowledged a lot of the concerns are around the fact they don't know what the project will be. He explained that the alternative rezone process is not appropriate because it only changes the zoning and not the land use designation which makes institutional capital nervous. It also changes the approval process from administrative approval to hearing examiner approval, which is a longer, more complex process. If development weren't part of a larger project, it would create more risk for a small project based on rezone criteria. Mr. Toyer explained that general commercial wouldn't impact "transition" since it has denser landscape buffer (Type L3 vs. L2), would prevent piecemeal development, and still would allow for potential multifamily use on perimeter. The applicants have agreed to enter into a development agreement or contract rezone. Applicants want the rezone so they can be part of a larger, well planned commercial project. He stressed that even with this rezone, the rezone action tonight does not approve a development. Any development would still have to go through the development approval process. He recommended approval of the rezone. He also noted that they had included information about how they meet the rezone criteria and a mockup of staff's findings and conclusions as a starting point for discussion.



Chair Leifer asked if the applicant is comfortable with staff looking at the list of uses and eliminating uses they don't want. Mr. Toyer replied they would be. The list of uses in the document is what his client thinks is reasonable.

Commissioner Zhu referred to the list of uses and asked if they had any feedback from the neighbors about it. Mr. Toyer wasn't sure what the previous land use consultant had done but he thought there had been some conversations with staff about the uses.

Commissioner Michal asked about the difference in buffers between the two designations. Ms. Gemmer explained the current code requirements for landscape buffer. For a commercial use adjacent to an arterial, a 15-foot-wide landscape buffer would be required. That would apply to 27th Avenue. For a commercial use adjacent to a non-arterial, a 10-foot landscape buffer would be required. Mr. Toyer added that there are different layers of landscape treatment for screening. Ms. Gemmer concurred and further described the expectations for the landscape buffers.

Commissioner Michal also asked about traffic mitigation because it looks like it would be a substantial increase from multifamily to commercial. Ms. Gemmer agreed. The trip generation provided is only provided for the 2.5 acres subject to the rezone request. That area (intersection of 27th and 172nd Street) is one of particular concern. It is anticipated that a significant improvement will be required there but it is difficult to analyze without a project action.

Commissioner Andes asked if they can limit the access points off of 169th Place into the project. Ms. Gemmer said that 169th Place may be a future project's best access point but it would ultimately have to be reviewed by the City's traffic engineer. Mr. Toyer said since 169th would be the only full access, if it remains residential, they would be leaving the residential area where all the commercial traffic funnels down the middle of it.

Commissioner Zhu asked if there is a possibility to extend 25th avenue to 170th. Ms. Gemmer said that 25th will ultimately be connected on the west side of this property. There is a north-south connector contemplated at 25th which would extend from 169<sup>th</sup> to 172nd.

Chair Leifer asked if there have been any proposals on the north side of the Mavis-Undi site. Ms. Gemmer said her understanding was that it has only been preliminary inquiries and potentially a pre-application. Someone was interested in a self-service storage. There was also interest in a Chick-fil-A which could be problematic without some serious traffic mitigation measures implemented. The uses they have been approached on weren't things that the neighborhood has been requesting such as a grocery store or restaurant. Chair Leifer asked what it would look like and how beneficial it might be to take everything out the north end. He thought access on 169th might not be necessary at all if it was all combined together into one big project. Ms. Gemmer explained that the traffic engineering division is reticent to provide concrete feedback on what access would be without an actual site plan. She thought, however, that the best case scenario

would be a right in, right out on 172nd spaced as far away from the intersection of 172nd Street and 27th Avenue as feasible. The same would probably be true on 27th Avenue although that is already an incredibly challenging short stretch with tremendous traffic volumes. On 169th Place access is to be as far from intersections as possible; there is another standard that talks about aligning driveways with existing intersections whenever possible. Ultimately a site plan and more insight about the use would help to determine what the access is.

Planning Manager Chris Holland discussed access to the site regardless of the rezone. 25th will run all the way up to 172nd with a right in and right out. He discussed other traffic improvements that may be considered.

Commissioner Kemp asked if there is a revenue difference between R-12 and General Commercial for Marysville. Ms. Gemmer explained that typically residential is not something that fully covers the cost associated with it. The clear revenue generator would be the commercial use. Staff is not opposed to commercial use there; they just need more information to be able to support it.

Commissioner Zhu commented that the biggest concern seems to be that they don't know what the use will be. He wondered if there are any compromises they can make. Ms. Gemmer agreed that the concern is not knowing what the use is. The things they have been approached with in the past aren't things they necessarily want to facilitate at that location. There are also a lot of unknowns with respect to traffic and the layout of the site. There is a vehicle with the alternate process that can be used for the rezone at any time. If it was a use that there would be support for and the other issues could be addressed, staff would happily lend support to that.

Additional Applicant Testimony:

Kevin Mavis, one of the property owners, 7413 59th Street NE, Marysville, referred to the list of uses and stated that the list was checked off and given to them by city staff to inform them of what they did not want to see. Staff marked all of the uses they did not want to see from the list of all possible uses in General Commercial. The applicant said they agreed to that list.

Ms. Gemmer explained that staff was asked by the prior representative of the applicant about uses that they might have concerns about. She stated she had prepared this as a preliminary list of things that would probably not be appropriate there. It was not intended to be formal or an agreement with the applicant. Once staff began to look more carefully at this site, she noted that they had other concerns besides the use such as the layout of the site, the bottleneck of traffic, feedback from residents in surrounding area, concurrency issues, timing for the funding for the 156th Street overpass getting pushed back by the State, potential sewer capacity issues, and more. It feels much more appropriate for this request to go through the alternate process where they can evaluate it very thoroughly with a project action given the sensitive nature of everything going on in that area.

Mr. Mavis agreed the list was given to them from Ms. Gemmer. They offered at that time to do a developer agreement to address those concerns. Staff did not want to proceed in that manner.

Chair Leifer asked Mr. Mavis how much they would allow the list to be marked up. Mr. Mavis explained that staff had already gone through and marked off everything they did not want as part of the General Commercial zone, and the applicant agreed with it 100%. Ms. Gemmer said the list was provided as a courtesy to the applicant by her and was not intended to fully reflect the department. Subsequent to the preparation of the list, staff met with Mr. Mavis and his representative at that time and expressed other concerns. It was made very clear that while they were receptive to hearing the perspective on that and to potentially a developer agreement, the myriad of challenges in this location caused them to not be supportive of a developer agreement. Staff did not think that everything that is an issue there can be fully worked out without knowing the layout, etc. Staff indicated they were not interested in pursuing that option. Also, having developer agreements for small sites throughout the city is difficult to administer for staff.

Mr. Mavis explained they are just trying to get a concurrent rezone with the property to the north to make it more desirable for a future purchaser. They are property owners trying to sell their vacant property to a developer. Also, if you look at the site, 169th divides them from the property to the south. There is no entrance to the housing development off of 169th. Right now with R-12 zoning you could have townhomes or small cottage homes that would back up to a commercial zone. He wouldn't think that would be a very desirable end result. Wouldn't it make more sense to divide the commercial from residential with 169th? Finally, he finds it interesting that these small pieces of property are causing such a stress on traffic flow.

Mr. Toyer commented that staff was generally supportive of the rezone at the beginning and now a few months down the road are not supportive. It is very risky and expensive for a developer to put together a project application with the possibility of still being denied.

Public Testimony:

Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, WA, developer, commented that the shape of the property where it is surrounded on three sides by public streets or proposed public streets creates the ability to have access from 172nd from the north through a proposed commercial development to 169th with access to 27th and ultimately in the future to 25th which is planned to go north. He noted they recently developed 15 acres at the corner of Highway 9 and Soper Hill Road which has access off of Soper Hill Road with a right in, right out and access onto 87th. The developer constructed the roundabout at 87th and Soper Hill Road, all of which could be conditions of a specific land use action. When the property is rezoned for a developer who would likely end up owning all of this property they would have the ability for a

larger view of what is going to happen on the property. To propose a recommendation to rezone the property potentially subject to the list of specific uses gives any developer the ability to come in knowing the property is zoned for a commercial use and not having to deal with the residential component to the south when you have a natural barrier of 169th. He believes what the developer is asking for is very reasonable.

Gerald Osterman, 2605 169th Street NE, Marysville, WA 98271, commented that the plat of Lakewood Meadows (43 homes) was approved by Snohomish County in 2001 and annexed into the City of Marysville in 2005. The same zoning of R-12 was established to the north in order to create an adjacent compatible zoning and buffer to anticipated commercial development along 172nd Street NE. He noted that there are no significant changes in the circumstances of the property to warrant any change in the zoning classification. This proposal does not provide any proposed development or proposed uses for the public to respond to regarding noise, traffic, or other visual issues. As such, they respectfully request denial of the rezone request. He commended city staff for their dedicated service and excellent work.

Chair Leifer asked Mr. Osterman if he has any confidence that the applicant and the City could come to an agreement of some kind so that the developer could put a package together with the other landowner. Mr. Osterman replied that it is not a lack of confidence; it is a matter of wanting to be involved in the process as a resident who lives next to it. He thinks there are lots of options for the property; he just thinks the timing is not right. He shared that he has an extensive background in city management and has been involved in a lot of development proposals. There are options for development other than residential on that site. Developers have the option to acquire parcels and combine them as they did for the Target and Costco development. That takes time and effort, and it's a matter of timing. In the meantime, they wouldn't be opposed to having a residential project there. He expressed appreciation for public hearing opportunities and the ability to be involved in the process.

Mr. Mavis stated that for the parcels that he and Mr. Undi own, General Commercial is the best use of the property.

**Motion** to close the public hearing at 7:42 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Michal.

**AYES: ALL**

Commissioner Andes pointed out that according to the map there is a street that runs south from 169th Place. Ms. Gemmer acknowledged this and clarified that 26th Drive NE off of 169th Place serves Mr. Osterman's neighborhood. She stressed that she and Director Miller had met several times with Mr. Mavis and his prior consultant but there has never been an official position other than the one presented. Their belief is that there are too many unknowns that shift the risk to the City, and they do not support the rezone request.

Commissioner Zhu asked about Mr. Mavis's comment that if they keep the parcel as R-12, it will be up against General Commercial to the north. Ms. Gemmer replied that for commercial uses adjacent to residential it would require a 10-foot wide L2 landscape buffer (a semi-opaque screen).

Chair Leifer commented that he thinks the property should be used for its highest and best use which he feels is General Commercial. He is concerned that they can't agree on something with the applicant agreeing to trim down the possible land uses.

Ms. Gemmer said it would be a more appropriate to use the available alternative rezone process. Ultimately it is the Planning Commission's decision, but staff is concerned about the risk to the City.

Vice Chair Whitaker asked if a project action would help prove to staff and maybe the Commission that a rezone is necessary. Ms. Gemmer agreed that more information would be beneficial.

Commissioner Jordan said he thinks 169th makes a great buffer to move this to General Commercial and makes the property more desirable. They keep talking about road extensions, but somebody needs to pay for that. A residential builder doesn't generally have the resources to build those roads.

Commissioner Michal said she is hearing from both sides that they would like more certainty. Looking at the permitted uses document they were provided, there are probably several things still on there that you wouldn't want near a residential community. She understands why staff has made the recommendation they have and she supports that.

Commissioner Kemp commented that General Commercial looks like it could fit in there, but he would be more comfortable with a planned action.

Commissioner Zhu asked if it was possible for staff to bring a detailed list of concerns that they could talk over with the applicant. Director Miller explained it would be hard to quantify all the different uses and impacts. They have general figures but it depends on the actual use. That is actually one of the major reasons staff is requesting denial.

Commissioner Andes said he didn't feel comfortable making a decision right now.

Commissioner Jordan asked Mr. McCourt if he thought if it would make the properties to the north more valuable if this was rezoned. Mr. McCourt summarized that it is difficult for everyone because of the unknowns. He agrees that a rezone request in the future with a specific use on the property would be useful but there is no guarantee that that can be done either. If the property were rezoned you could attract a different kind of commercial developer.

Ms. Gemmer proposed that as a potential middle way they could deny the rezone but do a comprehensive map designation that says the property may be rezoned in the future subject to a traffic analysis and subject to the list of uses that were not amenable as a restriction in the developer agreement. This would still provide an ability for a public process and public comment from the neighborhood and also mitigates the key concern she is hearing from the applicant about the risk associated with the comprehensive plan designation and the zone of the property not meshing.

Commissioner Michal thought exploring that option would make sense since the Commission appears to be indecisive and divided on this issue.

Vice Chair Whitaker asked more details about the process proposed by Ms. Gemmer. Ms. Gemmer explained there would be a map amendment with a callout on the comprehensive plan map. There would be a note saying that the property may be rezoned subject to a traffic impact analysis and mitigation measures that demonstrate concurrency and adequate level of service. It would also be subject to the developer agreement that the applicant has expressed they would be amenable to. There would still be a project action route with a rezone considered by the hearing examiner. She thinks this would mitigate a huge amount of concern that has been expressed by the applicant in that there is inconsistency between the Future Land Use Map or comprehensive plan map and the zoning map. It mitigates the City's concern about traffic being properly contemplated, uses being those that are appropriate, and still gives the ability for public process before the hearing examiner.

Director Miller suggested they check in with the applicant to see if that even solves their issue.

Chair Leifer asked the applicant for his opinion. Mr. Toyer explained it's a hard thing to answer just off the cuff. One of the primary concerns is the history of what they have already been through on this site. He is leery to spend a bunch more money on the process with no certainty.

Mr. Mavis reviewed some of the background on this site. He spent \$50,000 on a cottage housing proposal years ago. After many meetings with staff it was subsequently denied by the City Council. He spent money on another traffic study for this hearing, and he isn't guaranteed anything. He would have to spend \$200,000 to design a project for this site. He commented that it is natural to combine this as one big block with General Commercial to the north. He expressed frustration with the process. He thinks their proposal works for everybody and is the highest and best use for the City.

**Motion** to approve the Mavis-Undi Comprehensive Plan Map Amendment and Rezone moved by Commissioner Kemp seconded by Commissioner Jordan.

**VOTE: Motion carried 4 - 3**

**AYES:** Chair Leifer, Commissioner Kemp, Commissioner Zhu, Commissioner Jordan

**NOES:** Commissioner Andes, Vice Chair Whitaker, Commissioner Michal

- **Hearing 2 – KM Capital LLC/51st Avenue Comprehensive Plan Map Amendment and Rezone**

The meeting went into recess from 8:29 to 8:34 p.m.

Director Miller summarized and emphasized the importance of following Roberts Rules of Order with the public hearings.

Staff Presentation:

Principal Planner Gemmer reviewed this item which is a Non-Project Action Comprehensive Plan Map Amendment and Concurrent Rezone of approximately 48.01 acres from Light Industrial (LI) to Multi-family, Medium Density (R-18). The property is located at the southeast corner of the intersection of 152nd Street and 51st Avenue. Staff finds that certain of the rezone criteria are met and others are not. Specifically, staff finds that the proposal does not comply with criterion (a) that pertains to demonstrated need for additional zoning as the type proposed. Staff has done additional analysis based on buildable lands and presented to both Planning Commission and City Council that there is adequate capacity for residential growth targets through 2044 with the existing zoning and urban growth boundaries. With respect to criterion (b) they find that whether the property is light industrial or multifamily, an argument could be made that the zoning is compatible with the existing adjacent uses. With respect to criterion (c) staff doesn't feel that there are changes to the circumstances of this specific property that warrant the zoning change. The southern portion of the property was just rezoned to light industrial a couple years ago. If anything, the changes that have transpired would actually undermine the argument that it should be rezoned because most of the land in the Cascade Industrial Center (CIC) is either a developed use or an entitled use. Looking out in terms of capacity for the next 20 years, what they have until the next Comprehensive Plan update is what is within the current boundaries. The UGA expansion and concurrent rezone that was on the docket with the County is not recommended for approval by County staff so it does not appear that there is an opportunity in the near term to offset the loss of the industrial land in the CIC. With respect to criterion (d), pertaining to the property being practically and physically suited for uses allowed in the zone, an argument could be made that the property is suited to light industrial or for multifamily because a lot of the same comprehensive plan criteria could be argued for either use. Staff is recommending denial of the Comprehensive Plan Amendment and Rezone to City Council.

Commissioner Questions for Clarification:

Commissioner Andes asked why they want to change what they worked so hard to get in this area. Ms. Gemmer explained that they don't. Staff's stance has changed on this proposal. The reason staff's position changed, and they are recommending denial of the proposed rezone is they did additional residential capacity analysis and realized there is adequate residential capacity downtown, in Sunnyside, and Lakewood. In addition, they

don't want to see more industrial land lost. Initially, they thought the UGA expansion and rezone to industrial would be approved but that is not the recommendation of County staff so there does not appear to be an opportunity to offset the lost land.

Applicant Presentation:

David Toyer, Toyer Strategic Advisors, land use consultant for the applicant distributed a copy of the PowerPoint presentation. He reviewed history of this site and the need for workforce housing in Marysville. Market changes have happened as that park has been successful. He pointed out that 10.18 acres of the 49 acres of light industrial zoning was previously zoned residential and was not in the original boundary of the CIC (Cascade Industrial Center). It does not affect the amount of "core industrial" zoned lands. It only requires "minor" boundary change to the CIC and does not impact the CIC designation. He reviewed workforce housing and jobs data for the area. He stressed that this rezone is needed to keep the momentum going of what has been started out there. He stressed that there is a demonstrated need for additional zoning as the type proposed. The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties. There have been significant changes in the circumstances of the property to be rezoned or surrounding properties to warrant a change in classification. The property is practically and physically suited for the uses allowed in the proposed zone reclassification. He stressed that this will not affect CIC designation. He reviewed existing and draft policy support.

Vice Chair Whitaker asked about the total amount of industrial land in Snohomish County and how much of that is consumed with the CIC. He has heard it was a long, hard fight. Losing any kind of industrial land may be felt down the road even if it is a very small amount. Mr. Toyer didn't have that number off the top of his head but acknowledged it is an important area for industrial development. He noted that the long, hard fight to get it designated was to be able to qualify for the benefit.

Ms. Gemmer commented that the tremendous pace at which growth has occurred in the CIC has been remarkable. She explained that there are a lot of opportunities for residential to expand, but there are very limited amount of areas outside the UGA that logically lend themselves to industrial. Most future UGA expansion areas would be contiguous to residential. Staff does not want to undermine the City's ability to work towards its goal of having a 1:1 jobs to housing ratio by losing industrial land. She also noted staff hasn't even looked at the impacts of HB 1110 which will expand the housing capacity even more. She appreciates that the City needs workforce housing but it doesn't need to be immediately adjacent to the employment to fit the bill.

Mr. Toyer referred to the comment about not knowing what kind of industrial development might happen. He noted that industries establish criteria for where they want to look. If you don't have the available workforce here, the opportunities that have large workforce needs won't come.



Commissioner Kemp asked how many units they were thinking of putting on this property. Mr. Toyer replied that site planning indicates they could do 768 units in three phases.

Commissioner Michal asked if they would be all rentals. Mr. Toyer replied they would be.

Chair Leifer asked if the conversion of 114 acres added to the initial size of the CIC. Mr. Toyer explained it was part of the 4,019 (combined with Arlington) from the beginning, but it was 75 acres zoned highway commercial with mixed use overlay and 39 acres zoned general commercial with mixed use overlay. He pointed out that they have general commercial zoning inside the CIC and light industrial with a general commercial overlay inside the boundary designation. He stated that Puget Sound Regional Center was concerned about the number of commercial uses that the City allowed, but there are about 130 acres of light industrial with a general commercial overlay and about 40% of that is developed with light industrial buildings. That is trending in the direction they want it to go.

Chair Leifer wanted to know if the conversion of the 114 acres made it so there was more light industrial in the MIC than there would have otherwise been. Mr. Toyer replied that it did. The change took it from 80-81% core light industrial zoned uses to 83-84%. Also, if they consider the fact that the light industrial with general commercial overlay is trending toward light industrial, they are maximizing the use of this area with light industrial. Chair Leifer asked about the 10.1 acres that was rezoned. Mr. Toyer explained it was rezoned to light industrial, but he didn't think the City ever applied for a boundary change to add that to the CIC. It is currently outside of the CIC. Chair Leifer said it seems to him that overall, they gained some industrial property in the CIC. Mr. Toyer concurred and reviewed some of the history in this area.

Commissioner Andes expressed concern about people coming to the property to the east on the other side of the railroad and trying to change everything south of 152nd to R-12. Mr. Toyer commented that is land owned by NorthPoint, and each property has to be looked at on the merits of its proposal. They don't really create precedent on these types of cases. Commissioner Andes asked why they don't wait and develop in the UGA expansion area. Mr. Toyer replied that the UGA expansion area is the only viable area for doing industrial development with rail.

Pat McCourt, NorthPoint/KM Capital, LLC, explained they are struggling with their tenant because of housing. This is consistent with conversations they have had with other prospective tenants. They believe it will be a struggle to build 4.2 million sf without providing some sort of workforce housing (assuming 4,000-6,000 employees at the NorthPoint facility). He discussed sales tax benefits to the City of Marysville and NorthPoint's commitment to provide road improvements on 152nd Street along the property frontage and also on 51st Street. There is a huge benefit to the City. He recommended approval.

Public testimony was opened at 9:52 p.m. Seeing no public comments, the public testimony portion of the public hearing was closed at 9:53 p.m.

**Motion** to close the public testimony portion of the hearing moved by Vice Chair Whitaker, seconded by Commissioner Michal.

**AYES: ALL**

Discussion:

Vice Chair Whitaker asked staff about future apartment projects in the city. Ms. Gemmer reviewed projects in the Lakewood area. Commissioner Whitaker counted about 2,100 units. None of them are constructed yet so it is all pipeline capacity that could potentially come on the market within the next year or two. Planning Manager Holland thought it would probably be about 800 apartments and 1,200 ownership units/townhomes. There are other multifamily developments further to the south end of the city but not adjacent to the CIC.

Chair Leifer commented that it seems like a project that makes sense given the need for workforce housing. Is there anything irrespective of this project that could stop us from doing a General Commercial Overlay on State Avenue? Ms. Gemmer said they don't know; they would need to check with PSRC. When they were getting the centers designation they had to eliminate certain land uses from within the industrial zone. Chair Leifer reiterated the importance of getting that overlay on the zoning maps.

Commissioner Jordan spoke in support for the zoning change to create more housing close to the CIC. He noted that it is coming with a lot of road improvements that will improve the neighborhood.

Commissioner Michal expressed appreciation for the conversation tonight. She stated she was undecided. There are compelling arguments on both sides.

Vice Chair Whitaker spoke to the importance of protecting industrial land for the future. There are a number of housing units already in the pipeline in the area. He was leaning toward not approving the rezone.

Commissioner Andes wasn't sure if people would actually want to live and work in the same area. There is no way of knowing that. He stated he would vote no on the rezone.

Commissioner Zhu agreed that there were compelling reasons on both sides. He's sees the benefit of adding more rental units near the industrial center to ease the traffic and improve the road conditions. He understands there are a lot of housing units in the pipeline. He said he was leaning toward approving the rezone proposal.

Commissioner Andes clarified that the roads would be improved whether it is rezoned or not.

Commissioner Kemp said that people living in the CIC wouldn't necessarily be working in the CIC. He was not in favor of the rezone because of the importance of protecting industrial land.

Commissioner Michal said the argument to keep the industrial land made the most sense to her given the housing they have in the pipeline.

Chair Leifer said he would support the rezone.

**Motion** to deny the KM Capital LLC/51st Avenue Comprehensive Plan Map Amendment and Rezone moved by Vice Chair Whitaker seconded by Commissioner Kemp.

**VOTE: Motion carried 4 - 3**

**AYES:** Commissioner Kemp, Commissioner Andes, Vice Chair Whitaker, Commissioner Michal

**NOES:** Chair Leifer, Commissioner Zhu, Commissioner Jordan

The meeting recessed from 10:26 until 10:30 p.m. The meeting reconvened at 10:30 p.m.

- **Hearing 3 – Downtown Master Plan (DMP) and MMC Chapter 22C.080, Downtown Master Plan Area – Design Requirements Amendments**

Staff Presentation:

Principal Planner Gemmer reviewed the proposed amendments to the Downtown Master Plan which were reviewed in depth at the last meeting. The most important changes are the expansion of the Downtown Master Plan Area, the rezone of a portion of the Riverwalk project (about 3.5 acres), some parking flexibility added to the Main Street zone, a reduction of residential density requirements in certain multifamily zones, and addition of minimum density expectations in lower density multifamily zones. Staff is recommending approval of the amendments.

Public Testimony:

Patrick McCourt, 10515 20th Street SE, Suite 202, Lake Stevens, WA, requested a brief overview of what has been proposed for the benefit of the members of the public who haven't heard it before.

Principal Planner Gemmer explained that one of the main changes is to expand the Downtown Master Plan boundaries by about 3.5 acres and to rezone a portion of the Riverwalk site from light industrial to downtown core to facilitate the project that the City has an assemblage of for the sports complex and associated companion uses. There are various density and dimensional changes. There was a minimum density in certain of the zones. They are lowering that to 20 units per acre. They are also proposing to add a minimum density in the multifamily zones to help facilitate development. There are various changes to reconcile discrepancies between the Downtown Master Plan

and the code. There is also an expansion of parking flexibility allowed for the Main Street zone for buildings under 10,000 sf. There is also a provision to weave a townhouse minimum open space requirement in code which is more flexible than what would apply broadly throughout the community but would be comparable to what is required in the multifamily zone already.

Mr. McCourt asked why they were supporting rezoning of light industrial to multifamily in the downtown area and not in their proposal in the CIC where the workforce is. Ms. Gemmer replied that the argument made on the prior hearing was that 1% loss of industrial land had a nominal or negligible impact upon the capacity of employment within the CIC. Here, the portion of the property that is slated for the minor rezone is an area the City has long had an assemblage of properties that they would like to facilitate development of. To smooth the development of the property it makes more sense to zone it all the same. The corner of the property that is specifically the subject of the rezone has no capacity in terms of either commercial or industrial to her knowledge. She thought a stormwater facility was proposed for that tiny corner.

**Motion** to close public testimony at 10:39 p.m. moved by Vice Chair Whitaker, seconded by Commissioner Andes.

**AYES: ALL**

**Motion** to approve staff's recommendation to recommend approval of the Downtown Master Plan (DMP) and MMC Chapter 22C.080, Downtown Master Plan Area – Design Requirements Amendments to City Council moved by Commissioner Kemp seconded by Vice Chair Whitaker.

**AYES: ALL**

### **DIRECTOR'S COMMENTS**

Director Miller thanked everyone for the long meeting and complicated hearings. She stated they would go over Roberts Rules for the future.

### **ADJOURNMENT**

**Motion** to adjourn the meeting at 10:41 p.m. moved by Vice Chair Whitaker seconded by Commissioner Michal.

**AYES: ALL**

NEXT MEETING – October 24, 2023



*Minutes approved by Haylie Miller, CD Director*



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** related to temporary sign regulations.

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

**SUMMARY:** Changes are incorporated in the revised ordinance to address comments received during the November 6th City Council work session. The text has been revised to better synchronize the prohibited sign section (MMC 22C.160.070) with the new temporary sign section (MMC 22C.160.260). Staff further revised one regulation related to festoon-type signs (flags, streamers and balloons, etc.). The current temporary sign code allows these sign types on a temporary basis for special events and grand openings. Staff has included a stipulation in the new ordinance that would allow these sign types for up to 30 consecutive days and once per year, if all other regulations (such as permission from the property owner, size, placement and height) are met. This change will maintain much of what is already allowed today for temporary signage.

The proposed ordinance is attached along with the City Council work session staff memorandum, dated November 6, 2023, for reference.

- 
- ATTACHMENTS:**
- 2 Memo CC Workshop Memo 11-06-23
  - 1 Ordinance Sign Code 11-13-23
  - 3 PC DRAFT Minutes.pdf





## MEMORANDUM

**TO:** City Council  
**FROM:** Haylie Miller, Community Development Director  
**DATE:** November 6, 2023  
**SUBJECT:** Temporary Sign Code Amendments  
**CC:** Jon Walker, City Attorney

### Attachments:

1. STAFF MEMORANDUM
2. PROPOSED ORDINANCE
3. PLANNING COMMISSION MINUTES 01-10-23 & 01-24-23
4. PLANNING COMMISSION RECOMMENDATION TEMPORARY SIGNS

The City Council reviewed the draft changes related to temporary sign regulations on February 6<sup>th</sup> and February 13<sup>th</sup><sup>1</sup>, 2023. Pending questions and follow up items identified by the City Council and Staff are summarized below in **bold**, followed by Staff's responses.

### **Why are we changing the sign code?**

The current sign code needs to be amended to bring it into compliance with the decision of the United States Supreme Court in *Reed v. Town of Gilbert, Ariz.*, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015). Like many other cities, Marysville's code regulates signs by content type (such as political, ideological, directional, etc.), but the Supreme Court held that a sign code that treats various categories of signs differently based on the information they convey violates the First Amendment. In *Reed*, the town's sign code defined categories of temporary signs based on their message (e.g., directional, political, or ideological) and then subjected each category to different restrictions—for example: permissible size, number of signs, and duration of display. This ordinance treats all temporary signs the same in order to comply with the Supreme Court's ruling.

The City has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear

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<sup>1</sup> The Planning Commission reviewed the proposed code changes related to Temporary Signs on January 10 and 24, 2023. The minutes from each Planning Commission meeting and the Planning Commission recommendation are provided in Attachments 3 and 4.

in one location. Temporary signs do not require a permit unlike permanent signs. Some additional minor amendments to the sign code, as described below, are also proposed. The proposed Ordinance in **Attachment 2** would:

- Require the permission of the abutting property owner to place a temporary sign;
- Prohibit off-premises general business signs;
- Reestablish a freestanding sign height for the Downtown Commercial (DTC) zone;
- Modify the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and
- Provide further clarification on which zones do not allow pole or pylon signs.

### **What is a temporary sign?**

As defined in **Exhibit B** of the ordinance, a “Temporary sign” means any sign; poster; placard; stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability or rot prevention; banner; pennant; valance; or advertising display constructed of cloth, paper, canvas, cardboard, or other light nondurable materials used temporarily and is not permanently mounted, painted or otherwise affixed to a permanent structure or building. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible plastics, foamcore board, and/or signs painted with water soluble paints or chalks. Signs made of other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. “Temporary sign” also includes a portable sign made of wood, metal, plastic, or other durable material that is not attached to the ground or a structure. This definition includes sandwich boards, and portable reader boards if placed on private property. This definition also includes trailered signs. Signs placed on public or street right-of-way, including public sidewalks, require a sign permit under this chapter.

### **How will this code limit placement of temporary signs throughout the City?**

The ordinance imposes a new requirement to obtain permission from the abutting property owner to place a temporary sign. See MMC 22C.160.260(1)(f)(ii) in **Exhibit F** of the Ordinance or below. Staff expects this will reduce placement of temporary signs throughout the City, reducing the number of signs particularly in problem areas and thereby maintaining aesthetic value and enhancing traffic safety.

MMC 22C.160.260(1)(f)(2)      Permission of the abutting landowner is required. The person, organization, or business placing the sign shall provide proof of the abutting landowner’s permission. If the person, organization, or business does not provide such proof in a form acceptable to the city, the sign may be removed from the right of way by the adjacent property owner or by the City.



**Requiring permission from the abutting property for every sign seems to be a lot of trouble and work for the sign owner.**

Sign owners should already be obtaining permission from the abutting property owner as right of way typically does not appear to be distinct from the abutting property and a sign in the right of way suggests that the abutting property owner agrees with the message being conveyed by the sign. This requirement simply memorializes in the code what sign owners should already be doing.

**Will real estate agents need permission from abutting property owners?**

Yes, this requirement is based on case law. The City (in general) cannot legally differentiate between types of signs based on the content of the signs. All signs must be regulated the same\* and regulations cannot be applied differently between real estate signs, political signs, yard sale signs, etc.

\*The City is permitted to regulate signs if there is a life safety issue related to traffic. For example, signs may not project over public streets, sidewalks, pedestrian pathways. Signs may not be placed in traffic circles, roundabouts, medians or storm facilities.

The City may also preclude off site general advertising signs located off premises from where the business, commodity, or activity being advertised is sold, offered, or conducted. This is addressed in Section MMC 22C.160.260 (**Exhibit F**) of the ordinance.

**Can the proposed code be revised to allow for signs that are only being placed for up to 72 hours (such as yard sale signs or open house signs) to not have to go through the trouble of getting permission from the abutting property or to follow other temporary sign regulations?**

No. It is illegal to create special sign regulations for different types of signs. All signs are required to be regulated similarly in order to provide a content neutral based code (consistent with case law).

This regulation would also be nearly impossible to enforce. Staff has no way of knowing which signs are only placed in the right-of-way for 72 hours and which signs are not.

**I have Santa/Christmas decorations and signs in my yard that exceed the minimum sign size. Is this allowed?**

Yes. Staff has revised proposed section MMC 22C.160.080(6) to allow to exempt reasonable seasonal decorations. As shown in **Exhibit C** of the ordinance and below.

22C.160.080 Exemptions. The following signs are exempted from obtaining a sign permit, but must comply with all other requirements of this chapter and with the specific requirements set forth below for each type of sign:

(96) Sculptures, fountains, benches, lighting, **seasonal decorations**, mosaics, murals, landscaping and other street furniture and design features, which do not incorporate advertising or identification.

**Will all out of compliance signs be enforced on?**

Standard enforcement procedures will be followed to regulate existing and new sign provisions. Additional emphasis on compliance will occur initially in order to educate sign owners of the new regulations. The amount of time spent on enforcement and areas of focus will be determined by City staff and City leadership consistent with all other enforcement initiatives. This approach remains consistent with the City’s philosophy related to responding to citizen complaints and egregious violations.

**Will a civil infraction be the penalty for out of compliance signs?**

MMC 22C.160.260(2)(a) (In **Exhibit F** of the ordinance) states:

“Placing a temporary sign on private or public property without the permission of the landowner or placing a sign in the right-of-way without the permission of the abutting landowner is a violation under chapter 4.02 MMC. When a sign identifies a person, organization, or business, there is a rebuttable prima facie presumption that the person, organization, or business placed the sign and committed the civil infraction.”

Per MMC 4.02.040(3)(g)(2), the following civil infractions may be owed for violations of Title 22 Unified Development Code as shown below. However, staff seeks to educate and work with people who are in violation of code before elevating the issue or citing a civil infraction.

Code Provisions		First Violation		Second Violation *All third and subsequent violations of the MMC on this schedule within 2 years are a misdemeanor	
		Noncommercial	Commercial	Noncommercial	Commercial
Title	Chapter				
22 Unified Development Code	Title <a href="#">22C</a> Land Use Standards	\$150	\$250	\$300 *Third violation, see subsections (3)(g)(iii) and (4) of this section	\$500 *Third violation, see subsections (3)(g)(iii) and (4) of this section

**How big can a temporary sign be without requiring a permit? How was the size determined by Staff? Was the proposal to allow 6 SF arbitrary?**

The sizes for temporary signs are provided below. Based on feedback from the city council, staff has increased the maximum size to 8 SF and the height to 6 feet. This has been updated in the ordinance (**Exhibit F**) in MMC 22C.160.260(1)(f)( 4), MMC 22C.160.260(1)(g)(1), Please note, the height of a sign is measured from the ground to the top of the sign.

Staff researched the most common temporary sign sizes. According to Fast Signs (a local sign company), the most common temporary sign is 18" x 24" (**3 square feet**) and second most common temporary sign is 24" x 36" (**6 square feet**).

Council may wish to maintain the original proposal (with a maximum of 6 SF) or select the current proposal (based on feedback from the last meeting) to allow up to 8 SF.

Temporary Freestanding Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	Yes	Yes	Yes	
Size	<b>6 <u>8</u> SF</b>	<b>6 <u>8</u> SF</b>	<b>6 <u>8</u> SF</b>	The size of a temporary sign in residential and non-residential zones may be increased upon obtaining a temporary sign permit. In no case shall the temporary sign exceed 32 SF.

**What if I want a larger sign in the Right-of-Way?**

Per MMC.160.260(1)(j) in **Exhibit F** of the ordinance, the size of a temporary sign located in residential and non-residential zones may be increased, subject to the director approving a temporary sign permit. In no case shall a temporary sign exceed thirty-two square feet.

A right of way/temporary sign permit is required to place a temporary sign larger than 8 SF in the right-of-way. Staff would review if permission from the abutting property owner is granted and verify the sign is not placed in a manner that presents life safety issues (for example, cannot be placed within a sight distance triangle at intersections). Staff would also require removal of the sign within ten days of the conclusion of an event if applicable.

**How tall can a temporary sign be without requiring a permit? How was the height determined by Staff?**

The height for temporary signs are provided below. Based on feedback from the City Council, staff has increased the height to six feet. This has been updated in the Ordinance (**Exhibit F**) in MMC 22C.160.260(1)(f)(4) and MMC 22C.160.260(1)(g)1). Please note, the height of a sign is measured from the ground to the top of the sign.

Staff originally selected five feet as the maximum height to remain consistent with the height (five feet) that is required currently in code for monument signs for subdivisions, multifamily developments or recreation/cultural land uses (see MMC 22C.160.150(7) and MMC 22C.160.150(8) in **Exhibit D** of the ordinance).

Council may wish to maintain the original proposal (with a maximum of five feet) or to select the current proposal (based on feedback from the last meeting) to allow up to six feet.

Temporary Freestanding Signs	Right-of-Way	Residential	Non-Residential	Exceptions
Are they allowed?	Yes	Yes	Yes	
Height	5-6'	5-6'	5-6'	

**Does this regulation apply to feather banners?**

Pursuant to MMC 22C.160.070(10);

Streamers, pennants, and banners. Displays of banners, festoons, flags, posters, pennants, ribbons, streamers, strings of lights, chasing strobe or scintillating lights, flares, balloons, bubble machines and similar devices are prohibited when the same are visible from any off-site location, including but not limited to any public right-of-way, except as provided in MMC 22C.160.260. Where such signs or devices are not visible from off site, this prohibition does not apply.

Feather banners are not specifically listed as a banned sign; however, if it is determined to be a life safety issue (leaning into the right-of-way, distracting drivers at busy intersections, etc.) staff would not allow placement of these types of signs. If there is no life safety issue, staff intends to regulate feather banners as a temporary sign, and would require the size, height, permission from abutting property owner, if approved by Council and if placed in the right-of-way.

**Lake Stevens requires spacing between signs in the Right-of-Way. This limits the total amount of signs placed on one property. Should we build this into our code?**

Staff agrees this would certainly limit the amount of signs placed in front of an individual property. However, it is difficult to enforce because we have no way of telling which sign was placed first. For this reason, staff recommends we do not adopt this regulation.

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
PROVIDING FOR AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE  
RELATING TO THE SIGN CODE, INCLUDING AMENDMENTS TO  
MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.080, 22A.020.210,  
22C.160.070, 22C.160.080, 22C.160.150, 22C.160.170 and  
22C.160.260.**

WHEREAS, the City has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear in one location; and

WHEREAS, temporary signs do not require a permit unlike permanent signs; and

WHEREAS, reestablishing a freestanding sign height for the Downtown Commercial (DTC) zone (formerly Downtown Commercial zone) and modifying the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and providing further clarification on which zones do not allow pole or pylon signs will make sign regulations more consistent throughout the city; and

WHEREAS, on January 24, 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 reviewed the potential amendments on February 6, February 13 and November 6, 2023 and requested changes to the code. The City Council discussed potential amendments on November 13, 2023 related to the Sign Code in MMC 22C.060 and Definitions in MMC 22A.020 and recommended approval of said changes; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 19, 2023 (Material ID 2023-S-4725) 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).

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

- Section 1. Section 22A.020.080 is amended as set forth in Exhibit A.
- Section 2. Section 22A.020.210 is amended as set forth in Exhibit B.
- Section 3. Section 22C.160.070 is amended as set forth in Exhibit C.
- Section 4. Section 22C.160.080 is amended as set forth in Exhibit D.
- Section 5. Section 22C.160.150 is amended as set forth in Exhibit E.
- Section 6. Section 22C.160.170 is amended as set forth in Exhibit F.
- Section 7. Section 22C.160.260 is amended as set forth in Exhibit G.

Section 8. Required Findings. The amendments to Marysville Municipal Code sections 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170, 22C.160.260 and 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 9. 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:

Ordinance	Title (description)	Effective Date
_____	Sign Code	_____, 2023"

Section 10. 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 11. 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 12. 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

### **22A.020.080 "G" definitions.**

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"General advertising sign" is a sign which directs attention to a business, commodity, industry, or other activity which is sold, offered, or conducted elsewhere than on the premises or abutting premises upon which the sign is located, or to which it is affixed.



## Exhibit B

### **22A.020.210 "T" definitions.**

~~"Temporary and special event signs" means a sign placed on a structure or the ground for a specifically limited period of time as provided in MMC 22C.160.260.~~

"Temporary sign" means any sign; poster; placard; stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability or rot prevention; banner; pennant; valance; or advertising display constructed of cloth, paper, canvas, cardboard, or other light nondurable materials used temporarily and is not permanently mounted, painted or otherwise affixed to a permanent structure or building. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible plastics, foamcore board, and/or signs painted with water soluble paints or chinks. Signs made of other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. "Temporary sign" also includes a portable sign made of wood, metal, plastic, or other durable material that is not attached to the ground or a structure. This definition includes sandwich boards, and portable reader boards if placed on private property. This definition also includes trailered signs. Signs placed on public or street right-of-way, including public sidewalks, require a sign permit under this chapter.

## Exhibit C

### **22C.160.070 Prohibitions.**

The following signs are prohibited in the city and are subject to the specific prohibitions, requirements, and exceptions set forth below for each type of sign:

- (1) Billboards. Billboards shall be removed subject to the amortization schedule outlined in MMC 22C.160.280.
- (2) Animated signs. No sign shall be animated, revolve or rotate either mechanically or by illumination, except for the movement of the hands of a clock, permitted electronic message signs, and barber poles.
- (3) Roof signs.
- (4) Internally illuminated cabinet or box signs. Sign face is illuminated through translucent casing. This prohibition includes internally illuminated changeable copy signs.
- (5) Hazardous signs. A sign is hazardous if it creates a safety hazard for pedestrians or motorists, as determined by the police chief or city engineer.
- (6) Signs located in or on public right-of-way. No signs shall be located upon or projecting over public streets, ~~or sidewalks, or rights-of-way~~ except as provided for projecting wall signs in MMC 22C.160.210. Temporary signs and temporary may be located in the right-of-way when they conform to the requirements of and special event signs in MMC 22C.160.260.
- (7) ~~Temporary and special event signs.~~ Temporary ~~and special event~~ signs not meeting the requirements of MMC 22C.160.260 are prohibited. This prohibition includes, but is not limited to, portable readerboards, signs on vehicles or trailers, banners and sandwich or A-boards; provided, that sandwich or A-board signs may in certain circumstances be specifically allowed as set forth in this chapter. Temporary signs must conform to the requirements of this section unless specifically exempted.
- (8) Signs on utility poles and trees. Signs on utility, street light and traffic control standards or poles and trees are prohibited, except for those of the utility or government.
- (9) Signs not meeting the requirements of this chapter or that are legally nonconforming. The following signs are unlawful and prohibited:
  - (a) Signs which were lawful under prior sign codes, but which are not lawful under this chapter.
  - (b) Signs that do not comply with the conditions of their permits.

- (c) Signs erected, altered or relocated without a permit and not in compliance with this chapter.
  - (d) Signs which were lawful under prior sign codes, but which have been altered or relocated so that the sign is not in compliance with this chapter.
  - (e) Signs that identify and advertise activities, products, businesses, or services which have been discontinued, terminated or closed for more than 60 days on the premises upon which the signs are located.
- (10) Streamers, pennants, and banners. Displays of banners, festoons, flags, posters, pennants, ribbons, streamers, strings of lights, chasing strobe or scintillating lights, flares, balloons, bubble machines and similar devices are prohibited when the same are visible from any off-site location, including but not limited to any public right-of-way, except on a limited basis as provided in MMC [22C.160.260\(1\)\(k\)](#). Where such signs or devices are not visible from off site, this prohibition does not apply.
- (11) Traffic-like signs. Signs which by reason of their size, location, movement, content, coloring or manner of illumination may be confused with a traffic control sign, signal, or device, or the light of an emergency vehicle, or which obstruct the visibility of any traffic or street sign or signal, are prohibited.
- (12) Obscene signs. Signs which bear or contain statements, words or pictures which are obscene under the prevailing statutes or applicable state and federal court decisions are prohibited.

## Exhibit D

### **22C.160.080 Exemptions.**

The following signs are exempted from obtaining a sign permit, but must comply with all other requirements of this chapter and with the specific requirements set forth below for each type of sign:

- (1) A change in the face of the sign or advertising copy of an existing, legally permitted sign.
- (2) Temporary ~~and special event~~ signs meeting the requirements of MMC 22C.160.260.
- ~~(3) On premises and portable commercial or real estate signs meeting the requirements of MMC 22C.160.260(5) and (6).~~
- ~~(4) Political signs meeting the requirements of MMC 22C.160.260(7).~~
- ~~(53)~~ Nonelectric signs not exceeding ~~four~~ eight square feet per face, which are limited in content to the name of occupant and address of the premises in a residential zone.
- ~~(64)~~ Instructional signs located on private property, not exceeding ~~six~~ eight square feet per sign; provided, that foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- ~~(75)~~ Menu signs located on private property. Foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- ~~(8) Seasonal decorations. Reasonable seasonal decorations within an appropriate holiday season or during a festival are exempt from this section as long as such displays are removed promptly at the end of the holiday season or festival.~~
- ~~(96)~~ Sculptures, fountains, benches, lighting, seasonal decorations, mosaics, murals, landscaping and other street furniture and design features, which do not incorporate advertising or identification.
- ~~(107)~~ Signs not visible from public way. Exterior and interior signs or displays not intended to be visible from streets or public ways, signs in the interior of a building more than three feet from the closest window and not facing a window, window displays and point of purchase advertising displays such as vending machines.
- ~~(118)~~ Traffic or other municipal signs, signs required by law or emergency services, railroad crossing signs, legal notices, and any temporary signs specifically authorized by the city council or authorized under policies and procedures adopted by the city council.
- ~~(129)~~ Signs of public utility companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities or of public telephones.

(~~13~~10) Memorial signs or tablets, names of buildings, stained glass windows and dates of erection when cut into the surface of the facade of the building or when projecting not more than two inches.

(~~14~~11) Incidental signs, including, but not limited to, "no trespassing," "no dumping," "no parking," "private," signs identifying essential public needs (i.e., restrooms, entrance, exit, telephone, etc.) and other information warning signs, which shall not exceed three square feet in surface area.

(~~15~~12) Flush-mounted wall signs which are used to identify the name and address of the occupant for each dwelling, provided the sign does not exceed two square feet in sign area.

(~~16~~13) Gateway entrance signs. Gateway entrance signs that comply with the city of Marysville gateway master plan. Foundation, anchorage, attachments and other structure support of the sign and electrical connection require building permits.

(~~17~~14) Public way finding, directional, and interpretive signs. Foundation, anchorage, and other structure support of the sign and electrical connection require building permits.

## Exhibit E

### **22C.160.150 Residential zones.**

In addition to all other provisions of this chapter, the following development standards apply in residential zones and on residentially developed properties, including residentially zoned and residentially developed properties within the downtown master plan area:

- (1) The total combined area of all nonexempt signs, except temporary signs, on any lot in a residential zone shall not exceed nine square feet, except as provided in subsections (7) through (1210) of this section.
- (2) All dwelling units in residential districts shall display house numbers readable from the street.
- (3) Illumination from or upon signs shall be shaded, shielded, directed or reduced so that the light intensity or brightness does not affect the enjoyment of residential property in the vicinity in any substantial way.
- (4) Freestanding pole, or pylon, signs are prohibited.
- (5) Roof signs are prohibited.
- (6) No portion of a sign shall be in, or project over, a public right-of-way, and the minimum setback shall be located closer than 10 5 feet to an internal from all property lines unless attached to a fence. Signs shall not create a sight distance obstruction or any other safety hazard, and if attached to a fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.
- (7) Each entrance to a subdivision or multifamily development may have a monument sign up to 32 square feet in area, per face, or two single-faced signs of not more than 16 square feet each. These signs shall be located outside the public right-of-way so as not to create a visual obstruction for motorists or pedestrians. The height of such signs shall not exceed ~~five~~ six feet.
- (8) Existing recreation/cultural land uses (i.e., park, community center, library, church, etc.) and education services (i.e., public and private schools), not reviewed through the conditional use provisions outlined in subsection (10) of this section, may have one monument sign per street frontage up to 32 square feet in area, per face. The height of such signs shall not exceed ~~five~~ six feet and shall comply with the development standards outlined in MMC 22C.160.170. In addition, a maximum of 32 square feet of permanent wall signage shall be allowed on the primary and secondary building frontage(s). Wall signs shall comply with the development standards outlined in MMC 22C.160.160.

(9) Home occupation, day care and adult family home signs shall not exceed three square feet and shall be wall signs, monument signs or mounted to a fence. Signs mounted to a fence shall comply with the provisions outlined in subsection (6) of this section.

(10) Signs for conditional uses permitted in residential zones shall be approved as part of the applicable conditional use permit and shall not be otherwise restricted by the provisions of this section.

(11) ~~Temporary sale signs (garage sale, estate sale, etc.) may be displayed no more than three days prior to the event and shall be removed 24 hours after the event is completed. There shall be no more than two such events advertised for any residence per year~~ are permitted in compliance with MMC 22C.160.260.

~~(12) Real estate for sale or for rent signs are permitted pursuant to MMC 22C.160.260(5) and (6).~~

## Exhibit F

### 22C.160.170 Freestanding signs.

(1) The basic allowance for freestanding signs shall be limited to one square foot of sign area for each lineal foot of street frontage not to exceed 200 square feet of sign area per street frontage and 75 square feet per sign face.



(2) The maximum height of freestanding signs is outlined in Table 1; provided, that monument signs shall not exceed 12 feet in height. Additionally, when the regulations of a subarea, master plan or special overlay district conflict, unless specifically indicated otherwise, the regulations of the subarea, master plan or special overlay district shall supersede the height requirements outlined in Table 1.

**Table 1: Freestanding Signs – Maximum Height**

Zoning District												
NB	CB	CB-WR	GC	DC	DTC	MS	FLEX	MU	LI	GI	REC	P/I
4 feet	25 feet	12 feet	25 feet	6 feet	12 feet	6 feet	6 feet	12 feet	25 feet	25 feet	4 feet	15 feet

(3) No portion of a freestanding sign shall be in, or project over, a public right-of-way, and the minimum setback shall be five feet, subject to sight distance review at intersections and driveways.

(4) Single-occupancy complexes are allowed one freestanding sign per street frontage.

(5) Multi-occupancy complexes are allowed one freestanding sign per access driveway for the complex. However, multi-occupancy complexes with only one access driveway shall be allowed one additional freestanding sign, as long as the freestanding sign advertises a different business or businesses located on site and can be spaced at least 150 feet apart.

(6) All pole, or pylon, sign supports shall be enclosed or concealed in accordance with the design criteria outlined in subsection (11) of this section.





- (7) Pole, or pylon, signs are prohibited in the NB, CB-WR, NBDC, DTC, MS, Flex, MU and REC zones.
- (8) Pole, or pylon, signs are prohibited in the commercial and industrial zones located along the 51<sup>st</sup> Avenue NE, Grove Street, 88th Street NE (including CB zoned properties located north and south of 88<sup>th</sup> Street NE on 36<sup>th</sup> Avenue NE), 116th Street NE, 152nd Street NE, 156<sup>th</sup> Street NE, and 160th Street NE corridors, and for properties located north of 152<sup>nd</sup> Street NE and east of Smokey Point Boulevard; provided that, properties that have direct frontage on Smokey Point Boulevard may have pole, or pylon, signs on their Smokey Point Boulevard frontage.
- (9) Pole, or pylon, signs are prohibited on CB zoned properties located adjacent to 64th Street NE (SR 528) and 84th Street NE from approximately 83rd Avenue NE to SR 9.
- (10) Pole, or pylon, signs are prohibited within the boundary of the Downtown Master Plan.
- (11) Design and materials:
- (a) The base of a freestanding sign and all pole or pylon sign supports shall be constructed of durable high-quality materials such as stone, brick, textured concrete, decorative steel, or other quality materials and a design that relates to and/or complements the design of on-site buildings and/or is coordinated with other site design elements. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.

(b) Freestanding signs must integrate a top, middle, and bottom element. The top could include a distinctive sign cap and/or include the name of a multi-tenant center. The middle can include a consistent framing technique for an individual sign or multiple signs in a multi-tenant center. The bottom could include a distinctive base design with special materials and/or design.

(c) The architecture and composition of a freestanding sign structure must provide visual interest and detail for both pedestrian and motorists at both automotive and pedestrian-scale speed and perception.

(d) The color, shape, material, lettering and other architectural details of freestanding signs shall be harmonious with the character of the primary structure.

(e) No angle irons, guy wires or braces shall be visible except those that are an integral part of the overall design.

(f) One square foot of landscaping is required per one square foot of sign face. Landscaping shall include a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at all times of the year. The director may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.

(g) Departures to subsection (11) will be considered by the director, provided the design complies with other standards herein and integrates a distinctive, high quality design that contributes to the visual character of the area.

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## Exhibit G

### **22C.160.260 Temporary and special event signs.**

~~(1) — Construction Signs. Construction signs, which identify the architects, engineers, contractors or other individuals or firms involved with the construction of a building and announce the character of the building or the purpose for which the building is intended, are permitted subject to the following criteria:~~

~~(a) — Such signs may be displayed only after a building permit is obtained and during the period of construction on the construction site.~~

~~(b) — Only one sign is permitted per street frontage.~~

~~(c) — No construction sign shall exceed 32 square feet per face.~~

~~(d) — No construction sign shall exceed 12 feet in height.~~

~~(e) — No sign shall be located closer than 10 feet to an internal property line unless attached to a fence. Signs attached to fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.~~

~~(f) — Construction signs shall be removed by the date of first occupancy of the premises or upon expiration of the building permit, whichever first occurs.~~

~~(2) — Grand Opening Displays. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for a period not to exceed 60 days per calendar year to announce the opening of a completely new enterprise or the opening of an enterprise under new ownership. All such signs and materials shall be located on the premises being advertised and shall be completely removed immediately upon expiration of said 60-day period.~~

~~(3) — Special Sales and Events. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for the limited purpose of announcing a retail sale or special event in business or commercial zones, but not on a routine basis. All such advertising material shall be located on the premises being advertised and shall be removed immediately upon expiration of said special sale or event.~~

~~(4) — Quitting Business Sales. Temporary signs, posters and banners are permitted for a period of 90 continuous days for the purpose of advertising quitting business sales, liquidation sales, or other events of a similar nature, which are authorized pursuant to Chapter 5.52 MMC, Closing Out and Special Sales. All such signs shall be located on the premises being advertised and shall be removed immediately upon expiration of the 90-day period or conclusion of the sale, whichever first occurs.~~

~~(5) — On-Premises Commercial or Real Estate Signs. All exterior real estate signs must be of a durable material. Only the following real estate signs are permitted:~~

~~(a) — Residential for sale or rent signs. Signs advertising residential property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed four square feet per face and must be placed wholly on the subject property. Such signs may remain up for one year or until the property is sold or rented, whichever first occurs. A sold sign may remain up for 10 days after the occupancy of the residential property.~~

~~(b) — Commercial or industrial for sale or for rent signs. Signs advertising commercial or industrial property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Signs may be displayed while the property is actually for sale or rent. The signs shall not exceed 32 square feet per face. If freestanding, the signs shall not exceed 12 feet in height and shall be located a minimum of 10 feet from any abutting interior property line and wholly on the property for sale or rent.~~

~~(c) — Subdivision signs. Signs advertising residential subdivisions shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed 32 square feet per face and shall not exceed 12 feet in height. They shall be set back a minimum of 10 feet from any abutting interior property line and shall be wholly on the property being subdivided and sold.~~

~~(6) — Portable Commercial or Real Estate Signs. Temporary signs advertising business locations or the sale or lease of commercial or residential premises are permitted only as follows:~~

~~(a) — Number. The number of temporary portable commercial, real estate, and construction signs allowed shall be as follows; provided, that nothing herein shall be construed as authorizing the display of signs otherwise prohibited under applicable provisions of this code:~~

~~(i) — For any business or real estate unit located in the NB, CB, GC, DC, MU, BP, LI, GI, REC, P/I, WR-MU or WR-CB zoning district, no more than one temporary portable commercial or real estate sign shall be allowed for each business location or real estate unit offered for sale or lease; provided, that a maximum of one temporary portable sign shall be allowed for any multi-unit complex notwithstanding the number of rental or dwelling units therein currently available for sale or lease, subject to the following location criteria:~~

~~(A) — Location. Temporary portable commercial or real estate signs shall be located within 12 feet of the applicable building entrance and maintain at least eight feet of horizontal clearance on the sidewalk for pedestrian movement.~~

~~(ii) — For any business or real estate unit located in the R-4.5, R-6.5, R-8, R-12, R-18, R-28, WR-R-4-8 or WR-R-6-18 zoning district, no limit established on the number of allowed signs, but signs may only be placed at turning/decision points within the public right-of-way, and only one each at each such location.~~

~~(b) — Size. Commercial and real estate temporary portable signs shall not exceed 10 square feet per sign face, and no such sign shall contain more than two sign faces. Commercial and real estate temporary portable signs shall not exceed six feet in height, measured from the preexisting ground level to the top of the sign.~~

~~(c) — Location. No temporary portable commercial or real estate sign shall be located within vehicle lanes, bikeways, trails, sidewalks or median strips. No temporary portable commercial or real estate sign shall block driveways or be affixed to utility poles, fences, trees or traffic signs. No temporary portable commercial or real estate sign shall be strung between trees.~~

~~(d) — Festoons Prohibited. The use of balloons, festoons, flags, pennants, lights or any other attached display on a commercial or real estate temporary portable sign is prohibited.~~

~~(e) — Animation Prohibited. No commercial or real estate temporary portable sign shall be displayed while being rotated, waved, or otherwise in motion.~~

~~(f) — Duration. Commercial temporary portable signs may be displayed only during daylight hours and when the commercial establishment to which they relate is open for business. Real estate temporary portable signs may be displayed only during daylight hours and when the real estate to which they relate is the subject of an open house or when a complex manager is available to show the unit.~~

~~(7) — Political Signs. A sign which exclusively and solely advertises a candidate or candidate's public elective office, a political party, or promotes a position on a public, social, or ballot issue may be displayed in accordance with the following restrictions:~~

~~(a) — On-Premises Signs. On-premises political signs located at the headquarters of a political party, candidate for public elective office, or a public issue decided by ballot are permitted. All on-premises political signs shall comply with the dimensional and location requirements of the zoning district in which it is located.~~

~~(b) — Off-Premises Signs. Permits for political signs are not required.~~

~~(i) — Location. Political signs may not be placed on private property without the permission of the property owner. In parking strips and public rights-of-way where the placement of a political sign may be fairly attributed to a neighboring property owner, permission of that owner must first be obtained prior to placement. Political signs may not be located so as to impede driver vision or represent an obstruction or hazard to vehicular or pedestrian traffic.~~

~~(ii) — Prohibited on Public Property. It is unlawful for any person to paste, paint, affix or fasten any political sign on a utility pole or on any public building or structure. No political sign placed within the public right-of-way shall create a safety hazard for pedestrians or motorists, as determined by the police chief and/or city engineer.~~

~~(iii) — Time Limitations. Political signs advertising a candidate for election or promoting a position on a ballot issue shall be removed within seven days following an election.~~

~~(iv) — Responsibility for Compliance. The person(s) placing the political sign and the political candidate and/or campaign director shall be jointly responsible for compliance with this section.~~

~~(8) — Land Use Action Notice. Where required pursuant to Chapter 22G.010 MMC, Article II, Public Notice Requirements, public notice signs which describe proposed land use actions and public hearing dates are permitted.~~

~~(9) — Signs on Kiosks. Temporary signs on kiosks are permitted but the signs shall not exceed four square feet in area.~~

~~(10) — Temporary Uses and Secondary Uses of Schools, Churches, or Community Buildings. Temporary signs relating directly to allowed temporary uses under the city's development regulations and secondary uses of schools, churches, or community buildings may be permitted for a period not to exceed the operation of the use, subject to the following requirements:~~

~~(a) — Signs must be portable in nature.~~

~~(b) — No more than one on-premises sign and one off-premises sign shall be permitted per temporary use.~~

~~(c) — No sign shall exceed 10 square feet per sign face.~~

~~(d) — Maximum sign height shall be six feet measured from the preexisting ground level to the top of the sign.~~

~~(e) — Signs shall not be portable readerboard types, electrical or neon. Only indirect lighting is allowed.~~

~~(f) — A board or sandwich signs may be used in compliance with this subsection, provided they are used only during the days the temporary or secondary use occurs and are removed after the use ceases for each day.~~

~~(g) — Signs shall be secured with an approved tie-down.~~

~~(h) — Signs shall be approved by the community development director before they are used. If a temporary use permit is required, this review shall take place as part of the temporary use application decision.~~

~~(11) — Alcohol Advertising. Alcohol advertising shall comply with the provisions outlined in Chapter 314-52 WAC, Advertising, as amended.~~

~~(12) — Any temporary sign not otherwise provided for under subsections (1) through (11) of this section shall comply with the development standards outlined in this chapter.~~

~~(13) — Removal. The community development director or designee may immediately remove and dispose of unlawful temporary and special event signs at the expense of the person identified on such signs and/or the owner of the property on which said signs are located.~~

(1) No review is required for temporary signs, except for temporary signs requiring a temporary sign permit. All temporary signs shall conform to the following requirements:

(a) No temporary sign may be placed in a required parking space, driveway, or sight-distance triangle, pursuant to MMC 22C.010.240 & 22C.020.210.

(b) No temporary sign may be placed on city-owned property unless in conjunction with an approved special event permit, temporary sign permit, or other permission from the city.

(c) No temporary sign may be located upon or projecting over public streets, sidewalks, pedestrian paths, or bike paths except those of an official nature that are placed by a government agency for public safety purposes.

(d) No temporary sign may be placed in a traffic circle, roundabout, or median or in any stormwater facility.

(e) Temporary general advertising signs are permitted only on the premises where the business, commodity, or activity being advertised is sold, offered, or conducted.

(f) Temporary signs in the city right-of-way placed outside the roadway shall comply with the following requirements:

(i) Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the pavement. Signs may not be placed on sidewalks, driveways, or other paved areas designed for pedestrians or vehicular use.

(ii) Permission of the abutting landowner is required. The person, organization, or business placing the sign shall provide proof of the abutting landowner's permission. If the person, organization, or business does not provide such proof in a form acceptable to the city, the sign may be removed from the right of way by the adjacent property owner or by the City.

(iii) Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.

(iv) Signs are limited to eight square feet total and six feet in height, from the ground to the top of the sign.

(v) Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.

(vi) The city may allow other signs in a city right-of-way with approval of a right-of-way use permit.

(g) Residential Zones. Temporary signs may be placed on residentially zoned properties in accordance with the requirements of this section and the following:

(i) One temporary window sign per residential unit not to exceed eight square feet is allowed.

(ii) Freestanding signs, including post-mounted, stake, and portable signs are limited to eight square feet in size and six feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the sign is stake-mounted or portable.

(h) Nonresidential Zones. Temporary signs are allowed in nonresidential zones in accordance with the requirements of this section and the following:

(i) Window signs are limited to twenty-five percent of the window area.

(ii) Freestanding signs, including post-mounted, stake and portable signs are limited to eight square feet and six feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the temporary sign is stake-mounted or portable.



(iii) Surface-mounted signs are limited to thirty-two square feet and must be flatly affixed to walls or to on-site fences either facing the abutting street, or facing inward to the subject site.

(i) Temporary signs on large properties, either residential or non-residential zones, of more than two acres may be of any type, and shall not exceed thirty-two square feet and up to eight feet above ground level. Such a sign allowed herein is in lieu of and shall not be displayed with or be in addition to any other temporary signs allowed by this section.

(j) The size of a temporary sign located in residential and non-residential zones may be increased, subject to the director approving a temporary sign permit. In no case shall a temporary sign exceed thirty-two square feet.

(k) A temporary sign shall be promptly removed after the event for which it is intended by the person or organization that placed it. Ten days after the conclusion of the event the temporary sign relates to, the city may remove the sign from the right-of-way.

(i) Displays of banners, festoons, flags, posters, pennants, ribbons, streamers, strings of lights, balloons, and similar devices on a temporary sign are permitted for up to thirty consecutive days during a calendar year.

## (2) Violations.

(a) Placing a temporary sign on private or public property without the permission of the landowner or placing a sign in the right-of-way without the permission of the abutting landowner is a violation under chapter 4.02 MMC. When a sign identifies a person, organization, or business, there is a rebuttable prima facie presumption that the person, organization, or business placed the sign and committed the civil infraction.

(b) If the square footage of temporary signs placed on a parcel exceeds the limits permitted by this section, the owner of record will reduce the square footage to within the limits allowed by this section within three (3) business days of being notified by the city. Notice mailed by the city is deemed effective three (3) business days after being placed in the mail with sufficient postage. Failure to conform to the square footage limits within these timeframes is a violation under chapter 4.02 MMC. Alternatively, a property owner may apply for a permit as a permanent sign.

(c) Any temporary sign that obstructs or impairs sight distance or access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire

hydrant, structure, parked cars, bench or any type of street furniture, or otherwise creates a hazard is prohibited and may be removed by the city. Any temporary sign that mimics or is attached to a traffic control sign may be removed by the city. Any person who replaces a sign after notice that it was removed for any of these reasons or who refuses to remove a sign after notice that it violates this section commits a violation under chapter 4.02 MMC.

(3) The city may remove any temporary sign within the right-of-way that violates any provision of this section.

Planning  
Commission



501 Delta  
Marysville, WA 98270

**Meeting Minutes  
January 10, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. and welcomed the two new commissioners, Shanon Jordan and Zebo Zhu. The new commissioners introduced themselves.

**ROLL CALL**

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

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

**APPROVAL OF MINUTES**

**Motion** to approve the December 13, 2022 Planning Commission meeting minutes moved by Commissioner Jerry Andes seconded by Commissioner Brandon Whitaker.

**VOTE: Motion carried 3 - 0**

**AYES:** Chair Steve Leifer, Commissioner Jerry Andes, Commissioner Brandon Whitaker

**ABSTAIN:** Commissioner Roger Hoen, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

It was noted that the November 29 minutes still needed to be approved because there was not a quorum at the December 13 meeting. Principal Planner Gemmer stated she would include those on the next agenda.

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**

## Hearing 1 - Residential Density Incentive and Planned Residential Development open space amendments

Principal Planner Gemmer reviewed this item regarding proposed amendments to the Residential Density Incentive code and the Planned Residential Development Open Space code. The amendments were generated by staff in response to feedback received from the building community and from new planning staff.

Commissioner Michal asked if the exemption for pieces that are unable to comply with ADU due to topographical constraints would present any future liability issues. Principal Planner Gemmer did not think so, but indicated she would confirm that with the City Attorney.

Commissioner Whitaker asked about Planned Residential Development code amendment number 5, which talks about a situation where the open space may be dedicated in fee to the public. Principal Planner Gemmer explained that this refers to a situation where the open space is transferred to the City to own and maintain.

Commissioner Zhu asked about the definition of small recreational amenities. He wondered why volleyball was on the small amenity list, but basketball was on the large amenity list. Ms. Gemmer explained it was somewhat subjective and based on how much improvement is being made. She noted that ultimately the Director would have the authority to determine what constitutes a small or a large amenity.

Commissioner Hoen commented he has suggested the dual use of water retention and sports multiple times in the past and was told it wasn't possible. He asked what has changed. Ms. Gemmer recalled the discussions and noted that retrofitting existing storm water detention facilities would be cost prohibitive and require a lot of engineering. However, for new developments, if developers are unable to provide infiltration they often opt to put in a vault with a park on top to maximize space.

The public hearing was opened at 6:53 p.m. Comments were solicited. There were none. The hearing was closed at 6:53 p.m.

**Motion** to forward the Residential Density Incentive and Planned Residential Development open space amendments to Council with a recommendation for approval moved by Commissioner Brandon Whitaker seconded by Commissioner Kristen Michal.

**AYES: ALL**

## Hearing 2 - Public notice requirements for land use applications

Principal Planner Gemmer reviewed this item. The main change would be to eliminate the requirement to post at the library, city hall, and post office) and eliminate posting on Channel 21. Instead, there will be a requirement to post on the City's website, in the newspaper, with direct mailings or on Pending Land Use Action signs on the project site. Director Miller and other staff have been working on other ways to notice such as

QR codes on signs. Additionally, there have been some organization and cleanup amendments.

Commissioner Zhu asked why bed and breakfasts were called out specifically. Ms. Gemmer was not sure, but thought it was because they were so uncommon. Commissioner Zhu asked if they actually measure the 300 feet. Ms. Gemmer explained that GIS is used. She explained how software is used to determine properties within 300 feet of the property for notices.

Chair Leifer suggested public notices should be easy to find right from the City's home page. Director Miller agreed.

Commissioner Jordan suggested having the website address listed in addition to the QR code on notice signs.

Commissioner Zhu asked about posting in high traffic areas like grocery stores. Director Miller explained they prefer to encourage people to come to city hall or go online. If there is a project in someone's vicinity, they will receive notifications. There is also signage on sites.

Chair Leifer opened the public hearing at 7:13 p.m. and solicited public comments. Seeing none the hearing was closed at 7:14 p.m.

**Motion** to forward the Public Notice requirements for land use applications to Council with a recommendation for approval moved by Commissioner Kristen Michal seconded by Commissioner Jerry Andes.

**AYES: ALL**

## **OLD BUSINESS**

### **Community Business - Lakewood potential map amendments**

Director Miller reviewed this topic. Staff recommends that the Community Business zone density be modified citywide to allow for a base density of 12 units per gross acre with the ability to increase density up to 18 units per acre by utilizing Residential Density Incentives (RDI). Staff believes that this provides 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 4 (Exhibit 6) also be considered for approval to allow an applicant to pursue a horizontal mixed use development within the Community Business zone in Lakewood Neighborhood Planning Area 1. Staff recommends that the Planning Commission schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6.

Chair Leifer asked about the limits of the developer agreement. Ms. Gemmer explained that it would only apply to the CB zone in the Lakewood neighborhood planning area. The intent would be to afford additional flexibility if a developer wanted to propose a master plan. It would potentially enable the applicant to shift from vertical mixed use to horizontal mixed use. Everything else about the zone remains the same. There would still need to be a commercial component but there is more flexibility in how it could be executed. Chair Leifer asked why they wouldn't go all the way to the railroad tracks. He thinks that block should all be the same with plenty of commercial. Ms. Gemmer explained that the piece referred to by Chair Leifer is scheduled to be rezoned from CB to R-12 with a pending land use action. Director Miller explained she thinks the proposal is a good option because it holds the line on the existing zoning with the opportunity of doing horizontal mixed use. Chair Leifer thinks it is a mistake to limit what can go on above commercial to 18 units. He thinks this is necessary to offset the cost of commercial. Director Miller explained that this can be re-examined in the future, but at this point they just need to make a policy decision.

Commissioner Zhu asked why they wanted to limit residential in that area. Director Miller explained some of the history and staff's reasoning for this.

Commissioner Michal asked if limiting density in this area might encourage more development in the downtown area. Director Miller agreed that this is another reason for limiting density; the City wants the highest densities downtown.

Commissioner Whitaker asked about the reasoning for allowing the possibility of horizontal mixed use rather than limiting it to just vertical mixed use. Director Miller explained it had to do with the site topography, the unique location with respect to I-5, and the fact that the interchange will go through this property. It was also an effort to offer flexibility as requested previously by the Planning Commission.

Commissioner Whitaker commented that the City wants to protect single family and also concentrate development along corridors. He thinks that having a high residential component here is an opportunity to do that. Director Miller agreed that vertical mixed use would be the number one goal, but horizontal would also be an option.

Commissioner Whitaker asked for clarification that the change to the CB zone would be citywide. Director Miller confirmed this.

Commissioner Jordan also spoke in favor of not limiting the residential in order to maximize the amount of housing in that section, especially for this one piece. Director Miller commented that the zone is meant to be commercial. It doesn't do any favors to the other areas of the city where they want high density to happen to allow high densities here. She recommended that staff bring it forward to a public hearing and allow the Planning Commission to make a recommendation. She noted that staff would remain firm in their recommendation.

Commissioner Whitaker wondered how impactful unlimited height in the CB zone would be for downtown. He noted that downtown is already built and asked if there has been a lot of interest in building up in downtown. Director Miller replied that staff is hopeful that downtown will build up as high as possible. Ms. Gemmer explained there is a lot more flexibility with height in the downtown area than the CB zone. She noted that there are only two properties in the CB zone that realistically would lend themselves to potentially having multifamily. One would be the triangle piece under discussion and the other would be at the intersection of 84th Street and Highway 9. Most of the other CB pieces have existing commercial uses.

Chair Leifer suggested allowing market forces to work rather than trying to force development. He wanted to make it clear to the Council that at least two commissioners strongly felt that the density above commercial should be unlimited the CB zone. Director Miller indicated that more comments could be recorded at the public hearing.

**Motion** to schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6 moved by Commissioner Kristen Michal seconded by Commissioner Brandon Whitaker.

**AYES: ALL**

### Sign Code Amendments

Director Miller reviewed the proposed amendments and challenges associated with regulating signs.

Commissioner Hoen asked who polices this. Director Miller explained it would be enforced by city staff – a combination of Community Development, Public Works, and Code Enforcement. Code Enforcement and Public Works do the on-ground plucking of signs because they have the vehicles, flashing lights, and uniforms. The planners typically do the indoor work – the education, the writing, the phone calls. Planning has oversight over the sign code, but Code Enforcement pulls the signs and interacts with the public, if necessary, in the process. Commissioner Hoen expressed concern that some of the most obnoxious signs are the property owner signs which will still be allowed. Director Miller agreed but noted that the idea is to limit the sheer number of signs throughout the city, not to limit freedom of speech. Commissioner Hoen expressed concern that no one would follow the rules once they get close to election time. Director Miller replied that there would be a big push for education, especially with political candidates. Staff will be talking with every single candidate about the regulations ahead of time. She believes this will improve over time.

**Motion** to schedule a public hearing for Sign Code Amendments moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

**AYES: ALL**

### CITY COUNCIL AGENDA ITEMS and MINUTES

## **ADJOURNMENT**

The meeting was adjourned at 8:29 p.m.

Angela Gemmer for

Laurie Hugdahl, Recording Secretary

**NEXT MEETING – January 24, 2023**



**Meeting Minutes**  
**January 24, 2023**

**ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Commissioner Kristen Michal. He noted there was nobody in the audience.

**Present:**

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

Staff: Planning Manager Chris Holland, Principal Planner Angela Gemmer

Excused: Commissioner Kristen Michal

**APPROVAL OF MINUTES (November 29, 2022 and January 10, 2023)**

Commissioner Hoen referred to his comments under the discussion about the sign code. He said he had asked who was going to enforce the sign code, and Director Miller had responded with a detailed explanation. This should be included in that paragraph.

**Motion** to approve the minutes of the January 10, 2023 meetings with the correction as noted above moved by Commissioner Jerry Andes seconded by Vice Chair Brandon Whitaker.

**AYES: ALL**

**Motion** to approve the minutes of the November 29, 2022 meeting as presented moved by Commissioner Jerry Andes seconded by Vice Chair Brandon Whitaker.

**AYES: ALL**

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

None

## ANNUAL ELECTION OF PC CHAIRMAN AND VICE CHAIRMAN

- Pursuant to MMC Section 22G.050.040, “The Planning Commission shall annually elect a chairman from among its members.”

Commissioner Hoen nominated Steve Leifer for Chair. **Steve Leifer was unanimously re-elected as Chair.**

Commissioner Andes nominated Brandon Whitaker. **Brandon Whitaker was unanimously re-elected as Vice Chair.**

## PUBLIC HEARINGS

### Hearing 1 Sign code amendments

Planning Manager Holland introduced this item which was previously reviewed by the Planning Commission and noted there had been no public comments. He reviewed the draft changes in Exhibit 1 which would:

- limit the duration for signs directed at a specific event,
- require the permission of the abutting property owner to place a temporary sign,
- prohibit off-premises general business signs,
- reestablish a freestanding sign height for the Historic Downtown Commercial (HDC) zone (formerly Downtown Commercial zone),
- modify the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and
- provide further clarification on which zones do not allow pole or pylon sign

Commissioner Hoen asked what the City can do with the signs they take down. Planning Manager Holland explained they collect them and let people know they can come get them. Education is the first approach, but if it continues there is the ability to cite the responsible party.

Chair Leifer asked if the idea of approval by the abutting property owner has anything to do with impaired sight distance. Planning Manager Holland explained that it does not; that would already be illegal if it was in a sight distance triangle. It just allows the City to remove them if they don't have permission to be there or if there is a property owner that complains.

Vice Chair Whitaker referred to the requirement to get permission of the abutting property owners and asked if completion of that is understood to be via the honor system. Planning Manager Holland replied that any sign enforcement is based on any complaints they receive except in places where they habitually pop up.

Chair Leifer asked if there are special exceptions for election time. Planning Manager Holland indicated those are included in the code.

Commissioner Hoen asked about the big banner flags like by the car wash. Planning Manager Holland explained those would not be allowed.

Commissioner Zhu asked if there is a fee associated with temporary sign permits. Planning Manager Holland replied that there is not at this time, but it will be re-evaluated in the future.

Chair Leifer referred to the 30 square foot limit and asked how strict they would be. He noted that piece of plywood is 32 square feet. Planning Manager Holland stated that staff did not have a problem with changing it to 32 square feet in the relevant sections if desired by the Planning Commission.

Commissioner Andes asked about the area generally between 104th and past 136th where the railroad goes under the freeway which has a lot of signs during election times. Planning Manager Holland acknowledged that in that area the abutting property owner is the right of way itself, and the property behind that is another road. There would be no abutting property owner for a large section of State Avenue. He stated he would reach out to the City Attorney to get his thoughts on this area.

Commissioner Zhu asked about the tall freeway signs. Planning Manager Holland explained that there are no provisions to get rid of existing ones, but they are being phased out. If there are no structural changes, they can keep them forever.

The public hearing was opened at 7:06 p.m. Seeing no one present from the public, the hearing was closed at 7:07 p.m.

**Motion** to forward to City Council a recommendation of APPROVAL of the NON-PROJECT action known as proposing amendments to Section 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs with the change recommended by Chair Leifer to change the sign size from 30 square feet to 32 square feet moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

## **NEW BUSINESS**

### **Downtown Commercial Zone – Reestablish Standards**

Principal Planner Gemmer reviewed this item which would reestablish the Downtown Commercial zoning code standards. She explained that with the Downtown Master Plan update in 2021, the standards had inadvertently been removed from code. The Washington Trucking piece, south of Ebey slough, doesn't have any zoning standards to accompany the zone. There is now a Downtown Core zone (DC). The proposal would

be to reintroduce the Downtown Commercial zoning code standards as Historic Downtown Commercial to be sure it is clear in all the zoning standards and the map that they are different zones. She added that there are some obsolete references in code to the Business Park zone which need to be removed from the zoning maps. There was also a parking deviation standard in the Mixed Use zone that was inadvertently removed as well. There is some land within the Downtown Planning Area 1 that is zoned Mixed Use that could benefit from reinstatement of that standard.

Commissioner Andes asked where the Historic Downtown zone located. Principal Planner Gemmer explained that it is just a name and can be called something else, but it distinguishes that piece from the downtown core. Commissioner Andes thought it was strange that it was called historic when there is nothing historic left there. Ms. Gemmer suggested other names: "Commercial Downtown", "Old Downtown Commercial" or "Downtown Commercial" (DTC). There appeared to be interest in "Downtown Commercial".

Commissioner Hoen recalled that there had been a defined purpose for that DTC stretch by 529. Ms. Gemmer explained a lot of the land is flood plain or critical areas. The only portion that is buildable is a portion of the property that a prior property owner had elevated outside the flood plain. The exhibit showing the property only shows a portion with the Downtown Commercial zone; the rest is denoted as Open because it is in flood plain and not usable. About four years ago when it was rezoned to Downtown Commercial from Industrial zoning because there was a desire to have a nicer entrance to the community from the 529 interchange.

Chair Leifer asked what reestablishing the administrative parking deviation in the Mixed Use zones would allow. Ms. Gemmer explained it would allow some flexibility for properties in the Downtown Planning Area neighborhood from Grove to 76th to reduce parking requirements below the baseline parking expectation for similar uses.

There was discussion about potentially rescheduling the February 14 (Valentine's Day) meeting to February 21 or potentially another date. Staff will coordinate a date with commissioners.

**Motion** to establish a public hearing for the next Planning Commission meeting (date TBD) to consider the proposed amendments to the Downtown Commercial Zone – Reestablish Standards moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

## ADJOURNMENT

Commissioner Whitaker asked about the status of the improvements on 2nd Street. He noted that it seems to be taking a long time. Planning Manager Holland explained there have been a lot of supply problems.

Commissioner Zhu asked if the Zoom link is publicly available. Principal Planner Gemmer explained that it is on the website, but Director Miller will be working on a communications program to improve public engagement.

At the request of the Planning Commission, Planning Manager Holland gave a brief overview of development activity around the city.

**Motion** to adjourn at 7:41 p.m. moved by Commissioner Roger Hoen seconded by Commissioner Jerry Andes.

**AYES: ALL**

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

**NEXT MEETING – TBD**



**MARYSVILLE**  
COMMUNITY  
DEVELOPMENT

### PC Recommendation – Sign Code

The Planning Commission (PC) of the City of Marysville, held a public hearing on January 24, 2023 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Sections 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs.

Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

#### FINDINGS:

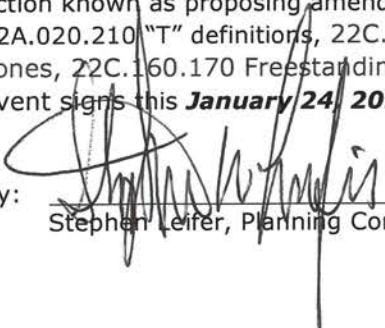
1. The Community Development Department held one public meeting/work session to introduce the NON-PROJECT action related to the Sign Code on January 10, 2023.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on January 19, 2023, in accordance with RCW 36.70A.106.
4. The PC held a duly-advertised public hearing on January 24, 2023 and received testimony from city staff and the public.
5. At the public hearing, the PC reviewed and considered the modifications to the Sign Code.

#### CONCLUSION:

At the public hearing, held on January 24, 2023, the PC recommended **APPROVING** the modifications to the sections of the Marysville Municipal Code pertaining to the Sign Code.

#### RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as proposing amendments to Section 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs this **January 24, 2023**.

By:   
Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community  
Development  
80 Columbia Avenue  
Marysville, WA 98270



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

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

**ITEM TYPE:** Ordinance

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

**SUBJECT:** An **Ordinance** amending nuisance regulations related to dilapidated fences.

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

**SUMMARY:**

Staff recommends amending MMC 6.24.050(23) to require fences, walls, retaining walls, and hedges to be well-maintained as shown in the proposed Ordinance.

The revised code would apply City-wide. Initial outreach and education efforts would be focused on visible, high-volume, corridors. Staff proposes that the Community Development (CD) Department send letters to all property owners along 51st Avenue, 4<sup>th</sup> Street/64th Street (SR528) and 67th Ave NE to educate the property owner of the new code change and also to request compliance with the code. Gracious timelines for compliance would be provided and any fines or penalties for noncompliance would not be assessed for initial outreach efforts in 2024 in an effort to gain voluntary compliance and to educate the property owners of the new code and other related measures such as maintenance of vegetation along fence lines.

Staff proposes that the City work with property owners to obtain compliance through 2024 to achieve compliance with the new regulations. Staff will take note on any issues that have been communicated from property owners as to why compliance is not possible. For example, if staff frequently learns that financing the fence repairs becomes a large barrier to several property owners, staff will intend on recommending that a portion of the beautification grant funds for 2024 be used, as a small flat rate per property, in any of the three corridors to be used by the end of 2024 or in 2025 if the City would like to open it up for applications as applied for by property owners.

Mid to late next year, Staff will report on education efforts and recommend additional approaches such as cost sharing or setting aside the remainder of 2024 or a portion of 2025 beautification grant funds available to assist property owners with compliance in key corridors.

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**ATTACHMENTS:**

[1 Ordinance - Fences 11-13-23.pdf](#)



CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING CHAPTER 6.24 OF THE MUNICIPAL CODE  
REGARDING PUBLIC NUISANCES.**

WHEREAS, the City has received several complaints from the public related to unsightly and unmaintained fences in Marysville; and

WHEREAS, the municipal code addresses nuisance related regulations for fences not maintained in a structurally sound and sanitary condition however, it does not address aesthetics or well-maintained fences; and

WHEREAS, the municipal code should be updated to address dilapidated fences; and

WHEREAS, during the public meeting on November 13, 2023, the City Council discussed potential amendments related to Public Nuisances in section 6.24 of the municipal code; and

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

SECTION 1. Section 06.24.040 of the municipal code is amended as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 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

## 6.24.050 Types of nuisances.

It shall be a public nuisance within the city of Marysville, and a violation of the Marysville Municipal Code, if any person shall maintain or allow to be maintained on real property which he or she may have charge, control or occupy, except as may be permitted by any other city ordinance, whether visible or not from any public street, alley or residence, any of the following conditions:

(1) Storage, transportation, or use of any explosive or combustible substance except as permitted or authorized by Chapter 70.74 RCW.

(2) Leaving or storing any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other automatic locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from said refrigerator, icebox or container, in a place accessible to children.

(3) Having or permitting any abandoned or unused well, cistern or storage tank without removing, capping, or otherwise securely closing the same with sufficient security to prevent access thereto by children.

(4) No person shall, without lawful authority from the appropriate public entity, attach any advertising signs, posters, or any other similar object to any public structure, sign or traffic-control device.

(5) No person shall attach to utility poles any of the following: advertising signs, posters, vending machines, or any similar object which presents a hazard to, or endangers the lives of, electrical workers. Any attachment to utility poles shall only be made with the permission of the utility company involved, and shall be placed not less than 12 feet above the surface of the ground.

(6) Accumulations of the following materials in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets: any and all discarded lumber, salvaged materials, or other similar materials, except for such materials being used for an immediate construction project on said premises.

(7) Any attractive nuisances dangerous to children including, but not limited to, abandoned, broken or neglected buildings, equipment, machinery, refrigerators and freezers, excavations, shafts, or insufficiently supported walls or fences in any front yard, side yard, rear yard or vacant lot.

(8) Garbage or trash in any front yard, side yard, rear yard or vacant lot except that being stored for disposal in containers conforming with the requirements of Chapter 7.08 MMC. No garbage or trash may be stored on a premises for more than seven days. Storage of all garbage and trash must conform to the requirements of Chapters 7.06 and 7.08 MMC.

(9) Oil, antifreeze, and other petroleum products may be stored in only watertight containers that cannot spill. Storage in any other type of container or in a manner that creates a fire hazard is a public nuisance.

(10) Any tires must be stored in a manner that rainwater cannot collect in them. Storage in any other manner is a public nuisance. Outdoor storage of more than 12 tires is a public nuisance, unless tire storage is an integral part of a licensed business and otherwise complies with the municipal code and other laws.

(11) Any inoperable or broken white goods (meaning any large household appliance, including refrigerators, stoves, water heaters, etc.) may be stored outside for no more than 14 consecutive days. Storage for a longer period is a public nuisance.

(12) Recyclable refuse may be stored in a side yard or backyard for no more than 14 consecutive days unless stored in watertight, sanitary containers. Storage in any other manner is a public nuisance.

(13) Any condition that is a public nuisance under state law or the common law.

(14) Dead, decayed, diseased or hazardous trees or vegetation/grass clippings (except that used as compost for fertilizer), including that which by casual contact with the skin is dangerous to public health, safety and welfare, located in any front yard, side yard, rear yard or vacant lot.

(15) Graffiti, pursuant to Chapter 6.25 MMC.

(16) Abandoned and junk vehicles as defined by MMC 11.36.030.

(17) Nonoperational or unused automobiles or parts thereof, or other articles of personal property which are discarded or left in a state of partial construction or repair for longer than 30 days, in any front yard, side yard, rear yard or vacant lot unless screened from public view from the adjacent frontage street or streets. "Nonoperational or unused automobile" means an automobile substantially meeting one of the following requirements:

(a) Is immobile because it either:

(i) Lacks an engine or other parts or equipment necessary to operate it safely or legally on the street;

(ii) Has one or more flat tires; or

(iii) Is mounted on skids or jacks;

(b) Has overgrown vegetation or garbage or debris collecting underneath; or

(c) Is used primarily to store items such as auto parts, yard tools, garbage, debris, clothing, miscellaneous household items, etc.

(18) Vegetation exceeding 12 inches in height (exclusive of plants and flowers within a flower bed, shrubbery and trees) located in any front yard, side yard, or rear yard of a residential lot within a platted subdivision unless screened from public view from the adjacent frontage street or streets.

(19) Utility trailers, unmounted camper or recreation vehicles shall not be located in the front yard. They may be located in the driveway, parallel to the driveway, or behind the front building line of the property on either side of the building on a maintained surface.

(20) Accessory structures, including detached garages, sheds, decks, patios and similar structures, which are not maintained structurally sound and in good repair.

(21) Any unfinished structure for which there has been a cessation of construction activity for more than two years and which is determined by the city to be in violation of the building code and subject to abatement by demolition or completion of the construction to meet the requirements of the building code.

(22) Any catastrophic or fire-damaged premises which have not been secured from entry and from which all debris has not been removed and properly discarded as directed by the fire marshal and building official.

(23) ~~Fences, walls, hedges and retaining walls that are not maintained in a structurally sound and sanitary condition so as to endanger the public health, safety or welfare.~~ All fences, walls, retaining walls, and hedges that are not kept in good, safe, stable, and well-maintained condition so as to endanger the public health, safety or welfare. Rotten, broken, missing, or diseased/dying components shall be replaced or repaired, and overgrown vegetation shall be pruned.

(24) Exterior properties that are not graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises. Storm water, including discharge from gutters, downspouts, swimming pools, hot tubs, spas, sump pumps or similar features, shall not discharge off the source premises unless expressly approved by the city of Marysville.

(25) Open storage on premises except:

(a) As expressly permitted in MMC Title 22C;

(b) Open storage does not include items customarily used in association with the permitted principal use of the property and suitable for outdoor use such as lawn furniture, play equipment, gardening equipment, and similar items;

(c) Open storage does not include construction materials or seasonal materials used for gardening that are stored in a manner to protect their utility and prevent deterioration and are reasonably expected to be used at the site within six months; and

(d) Open storage does not include materials screened from public view from the adjacent frontage street or streets.

(26) Premises harboring or infested with rodents, insects, vermin, or vectors. Infestations shall be promptly exterminated by methods that ensure the public's health, safety, and welfare. Owners shall take preventative measures to protect buildings and premises from future infestations.

(27) Sidewalks, walkways, stairs, driveways, parking spaces and similar areas on private property that are accessible to the general public, containing hazardous conditions or violations of approved site or plot plans and barrier-free accessible parking requirements so as to endanger public health, safety or welfare.

(28) Any hazard tree, as substantiated by a certified arborist or other recognized tree professional, that threatens public health, safety or welfare.

(29) Vacant structures and premises thereof or vacant land which is not maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect the public health.

(30) Automobile parking on a residential lot within a platted subdivision that is not on improved all-weather surfaces or an approved driveway if located in the front yard.

(31) Recreational vehicles, boats, and trailer parking on a residential lot within a platted subdivision that is not on an improved all-weather surface or an approved driveway if located in the front yard. Recreational vehicle, boat, or trailer parking in the side or rear yard setbacks is allowed so long as emergency responders may access all sides of a structure.

(32) Truck tractors, as defined in RCW 46.04.655, and semi-trailers, as defined in RCW 46.04.530, that are parked, kept or stored in residentially zoned areas, on residential property in other zones or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by MMC Title 22C or when equipment is used in conjunction with a permitted or allowed project.

(33) Heavy commercial equipment and vehicles used for commercial purposes exceeding 6,000 pounds that are not allowed to be parked, kept or stored in residentially zoned areas, on residential property in other zones, or on sites that have not been permitted, improved and approved for such use. This requirement shall not apply to the parking, keeping or storage of agricultural machinery on residential premises to be used for agricultural use allowed by MMC Title 22C, or when equipment or vehicles are used in conjunction with an ongoing permitted or allowed project, or to personal property and equipment that is primarily used on site for improvements and maintenance of the property.

(34) Temporary or portable structures, such as portable storage tents, temporary canopies, or other similar structures, which are not removed within 72 hours, when located within the front yard.

(35) Whoever shall suffer or permit to accumulate on any premises owned or occupied by him or under his control any feces in such manner as to emit noxious, disagreeable or offensive odors to

the annoyance or detriment of any family or person, or shall place the contents of any privy vault in or upon any public street, alley or common, shall be deemed guilty of maintaining a public nuisance.

(36) Whoever shall suffer or permit any cellar, vault, drain, pool, privy, sewer, yard, ground or premises, owned or occupied by him or under his control, to become, from any cause, nauseous, foul or offensive, or injurious to the public health, or unpleasant or disagreeable to adjacent residents or persons, shall be deemed guilty of permitting or maintaining a public nuisance.

(37) Whoever shall suffer or permit any water to stand upon any premises owned, occupied or controlled by him, so that the same shall become stagnant, foul, offensive, or injurious to the public health, shall be deemed guilty of maintaining a public nuisance.

(38) All pens, stables, barns, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary farm or agricultural practices. Any person who owns, occupies or has charge of premises which violate this section shall be deemed guilty of maintaining a public nuisance.

(39) Whoever shall deposit or place in or upon any premises, public or private, enclosed or common, within the city, any vegetable or animal matter or filth of a character likely to affect the public health, or to produce offensive odors, and whoever shall place or deposit in or upon any such premises the carcass of any dead animal to be or remain unburied within the city limits for more than 24 hours after its death, shall be deemed guilty of creating and maintaining a public nuisance.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** November 13, 2023

**SUBMITTED BY:** Executive Services Coordinator Sarah Calvin, Executive

**ITEM TYPE:** Discussion Item

**AGENDA SECTION:** **Mayor's Business**

**SUBJECT:** 2024 State and Federal Legislative Priorities

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[Combined Packet2024\\_StateAndFederal.pdf](#)



# City of Marysville

## State Legislative Priorities 2024



# MARYSVILLE

## WASHINGTON

Contact: Mayor Jon Nehring

Email: [jnehring@marysvillewa.gov](mailto:jnehring@marysvillewa.gov)

Phone: (360) 363-8089



## Prioritized Project Funding Needs

1. **Grove Street Overcrossing** \$19M  
 Grove Street is a critical east-west corridor in downtown Marysville. A new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue will help eliminate congestion and traffic backups currently experienced due to increasing train traffic through the city. The City's request would fully fund the project through construction.
2. **156<sup>th</sup> Street NE Overcrossing** \$3.65M  
 The 156th Street NE Overcrossing proposes to reinstate a public railroad crossing with an overcrossing at the BNSF mainline. A future interchange at Interstate 5 and 156th Street NE is funded under Connecting Washington. This overcrossing would allow neighborhoods to the west of I-5 access to the new interchange. The City is requesting funding for design, permitting, and right-of-way to move the project to "shovel-ready."
3. **88th Street NE Corridor Improvement** \$1.5M  
 The corridor improvements of this critical east-west arterial will widen the road to 3 lanes, including curb, gutter, and multi-use paths. It will include storm water facilities to collect and treat runoff, utility replacement, street lighting, ADA compliant ramps, and pavement rehabilitation. The City's request will fund final design and right-of-way to move the project to "shovel-ready."
4. **Bayview Trail Extension** \$900K  
 The Bayview Trail Extension represents the next phase in the section of trail that the City of Marysville will advance toward connection with the City of Lake Stevens trail system. The City's request would move the project to "shovel-ready."
5. **Riverview Sports and Entertainment Facility** \$500K  
 The City is partnering with local developers on a 30-acre development to include luxury apartments, a branded hotel, and a 150,000 square foot indoor sports facility. This new complex is estimated to add 60,000 new room nights and \$37M in additional consumer spending. The City's request would further the design phase of this project.

## Policy Request

- Modifications to Juvenile access to attorney (further details to be added when available)
- Blake revisions (paraphernalia, diversion standards, etc.) (further details to be added when available)
- Police Pursuits (further details to be added when available)

## Additional Priorities

[PLACEHOLDER]



**MARYSVILLE**  
WASHINGTON

# Grove Street Overcrossing

## Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the Burlington Northern Santa Fe (BNSF) mainline track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to improve safety, alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. This is especially important for emergency response time. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



## Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

The City is currently advancing design, permitting and right-of-way for the project thanks to \$8.4M in secured funds (\$5M in Move Ahead WA (MAW), \$3M in federal Community Project Funds and a \$405k MAW match). The total project cost is estimated at \$27.5M. With \$8.4M in secured funding, the City estimates a need of \$19M to fund the project through construction. The City's request of \$19M would fully fund the project.



**Total Project Cost: \$27,500,000**

**Requested Funding: \$19,000,000 to fully fund Construction**



**MARYSVILLE**  
WASHINGTON

# 156<sup>th</sup> Street NE Railroad Overcrossing

## Project Background

The 156<sup>th</sup> Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the Burlington Northern Santa Fe (BNSF) mainline track at 156<sup>th</sup> Street NE just west of Interstate 5. This crossing was once a public at-grade crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of the future growth needs west of I-5. Reinstating this crossing will support future development and provide much needed expanded public access to and from I-5 for north Snohomish County.



## Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172<sup>nd</sup> Street NE). A future I-5 interchange at 156<sup>th</sup> Street NE is funded under Connecting Washington (\$42M, 2025-31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Neighborhood, a railroad crossing at 156<sup>th</sup> Street NE will better accommodate traffic circulation and growth in the region.

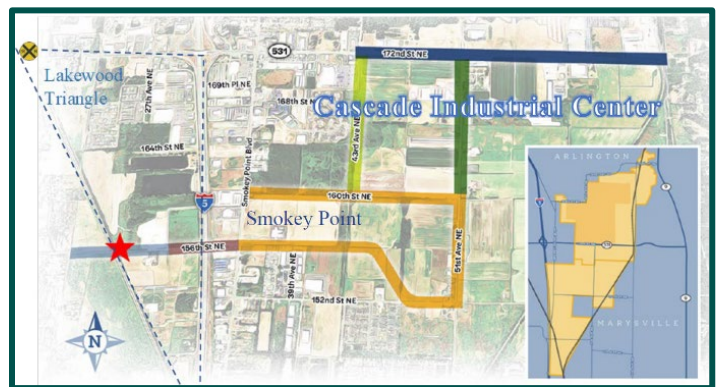


## Development

The City of Marysville, in partnership with the adjacent property owners, constructed the overcrossing at 156<sup>th</sup> and I-5 in 2013 to spur development and provide access to the newly designated Cascade Industrial Center and the Lakewood Neighborhood. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172<sup>nd</sup> Street NE) and I-5.

## Improvements

The 156<sup>th</sup> Street NE Railroad Overcrossing project is estimated at \$24.5M including design, permitting, right-of-way and construction. The City received \$500,000 in Move Ahead WA funds to fund 30% design of the project. This design effort, matched with \$500,000 from the City, is currently underway. The City's request of \$3,650,000 would fully fund design, permitting and right-of-way. Advancing the project to this level of effort would make the project "shovel-ready" and therefore more competitive towards obtaining necessary construction funding.



**Total Project Cost: \$24,500,000**  
**Requested Funding: \$3,650,000 to fully fund Design, Permitting and Right-of-Way**



**MARYSVILLE**  
WASHINGTON

# 88<sup>th</sup> St NE Corridor Improvement (State Ave to 55<sup>th</sup> Ave NE)

## Project Background

The 88<sup>th</sup> St NE corridor is one of City of Marysville's primary east-west arterials with direct access to Interstate 5 and State Route 9. The existing road section, from State Avenue to 67<sup>th</sup> Ave NE, consists primarily of 2-travel lanes and shoulders, a remnant of a once "rural" community. Today, most of the corridor runs parallel to residential housing with close proximity to two elementary schools, one middle school and one high school. The corridor is also a Community Transit route and bicycle corridor. As the City and surrounding communities have become more urbanized, traffic volumes and accidents have increased. The corridor's rural road section is no longer compatible to accommodate the needs of today's motorized and non-motorized travel.

Until 2010, 88<sup>th</sup> St NE was under Snohomish County's jurisdiction, at which point it was annexed into the City. Since then, the City has constructed various improvements along the corridor, including two traffic signals and completion of a critical cross-street gap at 51<sup>st</sup> Ave NE between 88<sup>th</sup> St NE and 84<sup>th</sup> St NE. In addition, the City and County have contributed funds towards completing 60% design, NEPA permitting and advancing right-of-way acquisition for the entire corridor. Based on project estimates, the corridor will be improved in two phases, with phase one of the 88<sup>th</sup> St NE Corridor Improvements beginning east of State Ave to 55<sup>th</sup> Ave NE.



## Improvements

The 88<sup>th</sup> St NE Corridor Improvement (State Ave to 55<sup>th</sup> Ave NE) project proposes to widen the corridor to 3-lanes, including curb, gutter and multi-use paths to accommodate pedestrians and bicyclists. These improvements will improve overall congestion, safety and mobility along the corridor. Other benefits of the project will include storm water facilities to collect and treat runoff, utility replacements, street lighting, ADA compliant ramps and pavement rehabilitation.

The total project cost of the 88<sup>th</sup> St NE Corridor Improvement (State Ave to 55<sup>th</sup> Ave NE) is \$22M. Remaining design and right-of-way costs are estimated at \$5M. The City has secured \$1.3M in Federal funds, \$170,000 in DOE State funds, \$1.5M in County funds and \$500,000 in local funds for the project. This leaves \$1.5M in funds needed to complete design and right-of-way. Construction is estimated at \$17.6M. The City has secured a \$2.6M Federal grant for construction and is aiming for 2026/27 construction. The City's request of \$1.5M will fully fund final design and right-of-way, making the project "shovel-ready" and therefore more competitive towards obtaining the remaining construction funds.

**Total Project Cost: \$22,000,000**

**Requested Funding: \$1,500,000 to fully fund Design and Right-of-Way**



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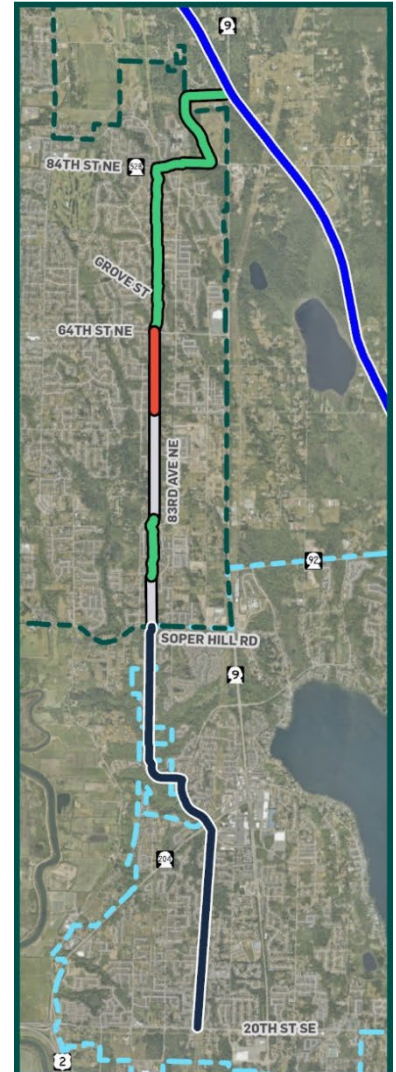
# Bayview Trail Extension (64<sup>th</sup> St NE to 55<sup>th</sup> Pl NE)

## Project Background

The City of Marysville's Bayview Trail, is a planned 6-mile, 12-foot wide multi-use trail located along a transmission power line corridor on the east side of the city limits and parallel to State Route 9. The trail connects to the regional Centennial Trail to the north and is planned to connect to the City of Lake Stevens's proposed trail system to the south as shown on the map to the right. Approximately 2.5-miles of the trail exist within the City of Marysville, connecting to the Centennial Trail to the north and currently terminating at 64<sup>th</sup> St NE (State Route 528) to the south. The Bayview Trail connection to the Centennial Trail was completed in 2021, funded in part by State Transportation and Capital funds. In 2019, the City of Marysville and City of Lake Stevens entered into an interlocal agreement (ILA) in order to support and advance each City's trail efforts. In accordance with the ILA, the City of Marysville led preliminary design efforts, work which will be complete by the end of 2023. This effort was funded in part by \$500,000 in State Capital funds the City received in 2022. From this effort, both City's performed extensive public outreach to develop a preferred alignment. Final deliverables include 30% plans, cost estimates, evaluation of property impacts and recommendations on project phasing. Moving forward, each City will advance design, coordinate property rights and construct segments of the trail within their jurisdiction.

## Improvements

The Bayview Trail Extension (64<sup>th</sup> St NE to 55<sup>th</sup> Pl NE) represents the next phase in the trail that the City of Marysville will advance. This 0.6-mile long trail segment extends the existing trail across 64<sup>th</sup> St NE (SR 528) and through some of the more challenging terrain. The total project cost of this phase is estimated at \$4.8M. The remaining design, permitting and cost to secure trail easements is estimated at \$900,000. The City's request of \$900,000 would complete the project to a point that it is "shovel-ready" for construction.



**Bayview Trail**

- Bayview Trail
- Bayview Trail Extension
- Future Bayview Trail Extension
- Centennial Trail
- Future Lake Stevens Trail
- Marysville City Limits
- Lake Stevens City Limits

0 0.5 1 Miles

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**Total Project Cost: \$4,800,000**  
**Requested Funding: \$900,000 to fully fund Design, Permitting and Trail Easements**

**PROJECT BACKGROUND**



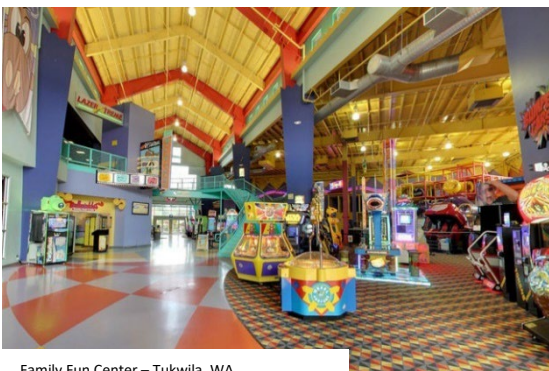
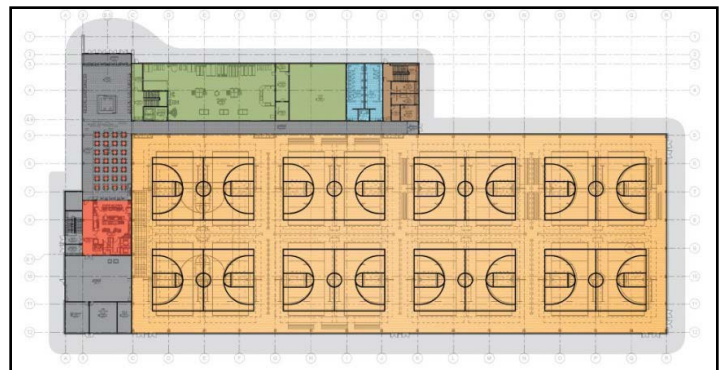
Artist's drawing of The Podium, a 135,000 square foot sports facility & event complex in Sookane, WA.

The City of Marysville, in partnership with local developer PKB3, LLC, has started conceptual design and purchase & sale negotiations for the construction of a 150,000 square foot indoor sports facility and family entertainment center (FEC). As part of the three-developer, 30-acre development, which consists of 350 luxury apartments and a 175-key branded hotel, the sports facility and FEC will catalyze Marysville's redevelopment goals. Plans for the facility include a 7,000 square foot sports bar and restaurant that ties in to a public plaza and open space with phenomenal views. Similar facilities can be found in Spokane, WA and Centralia, WA, but no such complex currently exists north of Centralia.

The City is working with the National Development Council (NDC) to evaluate funding options for the projected \$73M facility.

**IMPROVEMENTS**

To promote large weekend tournaments, the sports facility will focus on hardwood court sports, such as basketball, volleyball, and Futsal (indoor soccer played on a basketball court). These sports make up a large portion of the \$39.7 billion spent on sports tourism in the US each year. In 2021, 175M people traveled to out-of-town sports/entertainment events, which resulted in 66.5M hotel room nights. Marysville and Snohomish County expect to see 60,000 additional room nights and \$37M in additional consumer spending with completion of this project. To maximize this revenue, the facility will also host a variety of other sports and events, such as gymnastics, dance, cheer, pickle ball, martial arts, home shows, corporate events and more.



Family Fun Center – Tukwila, WA

In addition to the indoor sports facility a family entertainment center as part of this complex is projected to draw thousands of people every month. The 50,000 square foot FEC will boast activities such as electric go-karts, laser tag, bowling, arcade games, soft play, etc.

Construction is planned to begin in 2026 and the facility will take approximately 12 to 18 months to complete.

The City of Marysville, Snohomish County, and PKB3, LLC are currently working together on this project.

**Total Project Cost: \$73,000,000**  
**Requested Funding: \$500,000**

# City of Marysville

## Federal Legislative Priorities 2024



# MARYSVILLE

## WASHINGTON

Contact: Mayor Jon Nehring

Email: [jnehring@marysvillewa.gov](mailto:jnehring@marysvillewa.gov)

Phone: (360) 363-8089





## Prioritized Project Funding Needs

- **Grove Street Overcrossing** **\$19M**  
Grove Street is a critical east-west corridor in downtown Marysville. A new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue will help eliminate congestion and traffic backups currently experienced due to increasing train traffic through the city. The City's request would fully fund the project through construction.
- **156th Street NE Overcrossing** **\$27.5M**  
The 156th Street NE Overcrossing proposes to reinstate a public railroad crossing with an overcrossing at the BNSF mainline. A future interchange at Interstate 5 and 156th Street NE is funded under Connecting Washington. This overcrossing would allow neighborhoods to the west of I-5 access to the new interchange. The City is requesting funding for design, permitting, and right-of-way to move the project to "shovel-ready."
- **88th Street NE Corridor Improvement** **\$22M**  
The corridor improvements of this critical east-west arterial will widen the road to 3 lanes, including curb, gutter, and multi-use paths. It will include storm water facilities to collect and treat runoff, utility replacement, street lighting, ADA compliant ramps, and pavement rehabilitation. The City's request will fund final design and right-of-way to move the project to "shovel-ready."
- **Bayview Trail** **\$4.8M**  
The Bayview Trail Extension represents the next phase in the section of trail that the City of Marysville will advance toward connection with the City of Lake Stevens trail system. The City's request would move the project to "shovel-ready."

## Policy Request:

HR3269 Law Enforcement Innovate to De-Escalate Act [SUPPORT]

This bill modernizes Federal firearms laws to account for advancements in technology and less-than-lethal weapons, and for other purposes. This would not subject tools like advanced Tasers and bolo-wraps to federal firearms laws.

<https://www.govinfo.gov/app/details/BILLS-118hr3269ih>

HR5879 Drone Research and Innovation for Law Enforcement Act of 2023 [SUPPORT]

This bill amends title 49, United States Code, to permit small, unmanned aircraft pilot research for public safety, and for other purposes. Changes in this law allow for the permitting of research and development of non-lethal de-escalation unmanned aircraft to be developed, tested and used.

<https://www.govinfo.gov/app/details/BILLS-118hr5879ih>



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# Grove Street Overcrossing

## Project Background

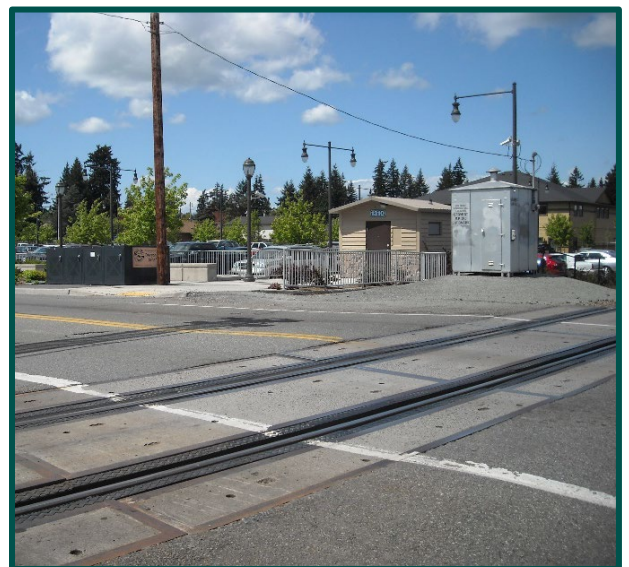
The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the Burlington Northern Santa Fe (BNSF) mainline track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to improve safety, alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. This is especially important for emergency response time. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



## Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

The City is currently advancing design, permitting and right-of-way for the project thanks to \$8.4M in secured funds (\$5M in Move Ahead WA (MAW), \$3M in federal Community Project Funds and a \$405k MAW match). The total project cost is estimated at \$27.5M. With \$8.4M in secured funding, the City estimates a need of \$19M to fund the project through construction. The City's request of \$19M would fully fund the project.



**Total Project Cost: \$27,500,000**



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WASHINGTON

# 156<sup>th</sup> Street NE Railroad Overcrossing

## Project Background

The 156<sup>th</sup> Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the Burlington Northern Santa Fe (BNSF) mainline track at 156<sup>th</sup> Street NE just west of Interstate 5. This crossing was once a public at-grade crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of the future growth needs west of I-5. Reinstating this crossing will support future development and provide much needed expanded public access to and from I-5 for north Snohomish County.



## Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172<sup>nd</sup> Street NE). A future I-5 interchange at 156<sup>th</sup> Street NE is funded under Connecting Washington (\$42M, 2025-31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Neighborhood, a railroad crossing at 156<sup>th</sup> Street NE will better accommodate traffic circulation and growth in the region.



## Development

The City of Marysville, in partnership with the adjacent property owners, constructed the overcrossing at 156<sup>th</sup> and I-5 in 2013 to spur development and provide access to the newly designated Cascade Industrial Center and the Lakewood Neighborhood. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172<sup>nd</sup> Street NE) and I-5.

## Improvements

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**Total Project Cost: \$24,500,000**



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WASHINGTON

# 88<sup>th</sup> St NE Corridor Improvement (State Ave to 55<sup>th</sup> Ave NE)

## Project Background

The 88<sup>th</sup> St NE corridor is one of City of Marysville's primary east-west arterials with direct access to Interstate 5 and State Route 9. The existing road section, from State Avenue to 67<sup>th</sup> Ave NE, consists primarily of 2-travel lanes and shoulders, a remnant of a once "rural" community. Today, most of the corridor runs parallel to residential housing with close proximity to two elementary schools, one middle school and one high school. The corridor is also a Community Transit route and bicycle corridor. As the City and surrounding communities have become more urbanized, traffic volumes and accidents have increased. The corridor's rural road section is no longer compatible to accommodate the needs of today's motorized and non-motorized travel.

Until 2010, 88<sup>th</sup> St NE was under Snohomish County's jurisdiction, at which point it was annexed into the City. Since then, the City has constructed various improvements along the corridor, including two traffic signals and completion of a critical cross-street gap at 51<sup>st</sup> Ave NE between 88<sup>th</sup> St NE and 84<sup>th</sup> St NE. In addition, the City and County have contributed funds towards completing 60% design, NEPA permitting and advancing right-of-way acquisition for the entire corridor. Based on project estimates, the corridor will be improved in two phases, with phase one of the 88<sup>th</sup> St NE Corridor Improvements beginning east of State Ave to 55<sup>th</sup> Ave NE.



## Improvements

The 88<sup>th</sup> St NE Corridor Improvement (State Ave to 55<sup>th</sup> Ave NE) project proposes to widen the corridor to 3-lanes, including curb, gutter and multi-use paths to accommodate pedestrians and bicyclists. These improvements will improve overall congestion, safety and mobility along the corridor. Other benefits of the project will include storm water facilities to collect and treat runoff, utility replacements, street lighting, ADA compliant ramps and pavement rehabilitation.

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**Total Project Cost: \$22,000,000**



**MARYSVILLE**  
WASHINGTON

# Bayview Trail Extension (64<sup>th</sup> St NE to 55<sup>th</sup> Pl NE)

## Project Background

The City of Marysville's Bayview Trail, is a planned 6-mile, 12-foot wide multi-use trail located along a transmission power line corridor on the east side of the city limits and parallel to State Route 9. The trail connects to the regional Centennial Trail to the north and is planned to connect to the City of Lake Stevens's proposed trail system to the south as shown on the map to the right. Approximately 2.5-miles of the trail exist within the City of Marysville, connecting to the Centennial Trail to the north and currently terminating at 64<sup>th</sup> St NE (State Route 528) to the south. The Bayview Trail connection to the Centennial Trail was completed in 2021, funded in part by State Transportation and Capital funds. In 2019, the City of Marysville and City of Lake Stevens entered into an interlocal agreement (ILA) in order to support and advance each City's trail efforts. In accordance with the ILA, the City of Marysville led preliminary design efforts, work which will be complete by the end of 2023. This effort was funded in part by \$500,000 in State Capital funds the City received in 2022. From this effort, both City's performed extensive public outreach to develop a preferred alignment. Final deliverables include 30% plans, cost estimates, evaluation of property impacts and recommendations on project phasing. Moving forward, each City will advance design, coordinate property rights and construct segments of the trail within their jurisdiction.

## Improvements

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**Bayview Trail**

- Bayview Trail
- Bayview Trail Extension
- Future Bayview Trail Extension
- Centennial Trail
- Future Lake Stevens Trail
- Marysville City Limits
- Lake Stevens City Limits

0 0.5 1 Miles

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Updated October 2023  
PW23-24



**Total Project Cost: \$4,800,000**