

Marysville City Council Work Session

June 7, 2021

7:00 p.m.

City Hall

PUBLIC NOTICE:

Pursuant to Governor Inslee’s Proclamation 20-28, to help prevent the spread of COVID-19, the City Council is conducting hybrid in-person/virtual meetings, with a limited number of in-person attendees and safety protocols in place. Virtual participation is highly encouraged. You must pre-register by 3:00 p.m. on June 7, 2021 by emailing cityclerk@marysvillewa.gov or calling 360-363-8000 to attend in person.

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Discussion Items

1. Review Materials, Discuss, and Provide Direction to Staff for Preparation of an Ordinance for Enhanced Services Facilities to be considered at a Future Council Meeting

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

Consent

2. Approval of the May 25, 2021 Payroll in the Amount of \$1,457,507.92 Paid by EFT Transactions and Check Numbers 33461 through 33485

3. Approval of the May 26, 2021 Claims in the Amount of \$3,057,332.83 Paid by EFT Transactions and Check Numbers 148393 through 148510 with Check Numbers 139883 and 148289 Voided

4. Approval of the June 2, 2021 Claims in the Amount of \$2,448,109.61 Paid by EFT Transactions and Check Numbers 148511 through 148654

Work Sessions are for City Council study and orientation – Public Input will be received at the June 14, 2021 City Council meeting.

Review Bids

5. Consider Awarding the Schaefer Cart Purchase to General Equipment Company and Approving the Purchase Agreement in the Amount of \$401,821.23
6. Consider Awarding the 2021 Pavement Preservation Project to Cadman Materials, Inc. and Approving the Contract in the Amount of \$795,592.50 and Approve a Management Reserve of \$79,559.25 for a Total Allocation of \$875,151.75

Public Hearings

7. Consider a **Resolution** Adopting a Six-Year Transportation Improvement Plan (2022-2027) (**Action will be Taken June 14, 2021**)

New Business

8. Consider the First Amendment to the Master Service Agreement with Securus Technologies
9. Consider the Independent Contractor Agreement with Rae Boyd APRN, BC, PLLC, for Marysville Jail Facility Medical Services
10. Consider the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92
11. Consider the Acceptance of the 2020 Pavement Preservation Program Project with Reece Construction Company, Starting the 60-day Lien Filing Period for Project Closeout
12. Consider the 2020 Transportation Benefit District Annual Report
13. Consider a **Resolution** Adopting Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures and Administrative Settlement Policy
14. Consider a **Resolution** Authorizing a \$105,000.00 Interfund Loan from the General Fund 001 to the CDBG Fund 109, and Providing a Formula for Payment of Interest
15. Consider a **Resolution** of the Authorizing a \$455,000.00 Interfund Loan from the General Fund 001 to the Affordable Housing Tax Fund 115, and Providing a Formula for Payment of Interest
16. Consider a **Resolution** Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof

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

17. Consider an **Ordinance** Setting Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, 14.19.010 and 14.19.050 of the MMC as Allowed Under Section 14.07.075

18. Consider an **Ordinance** Amending Section 6.36.030 of the MMC to Update the Criminal Penalty for Loitering

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

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

Reconvene**Adjournment**

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

Index #1

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 7, 2021 – Discussion item

AGENDA ITEM:	
Work session discussion concerning code amendments for Enhanced Services Facilities	
PREPARED BY:	DIRECTOR APPROVAL:
Allan Giffen, Community Development staff	<i>Laylie Miller</i> , CD Director
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Staff memo to City Council, memo for May 10, 2021 Economic Development Committee (EDC) meeting, maps illustrating differences between recommendation of Planning Commission and changes requested by EDC, draft ordinance with Planning Commission recommendation, alternative draft ordinance with changes requested by EDC	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The City Council adopted Ordinance No. 3168 on November 23, 2020, establishing interim regulations that had the effect of prohibiting the siting of Enhanced Services Facilities (ESFs) in Marysville in order to provide the City time to study where such uses may be allowed and to prepare associated zoning regulations. On May 24, 2021, the City Council adopted Ordinance No. 3182 to extend the interim regulations for an additional six months. The Planning Commission held four public meetings to discuss the matter and recommended amendments to the Marysville Municipal Code relating to ESFs.

At the City Council work session on May 3, 2021, the City Council referred the matter to the City Council's Economic Development Committee (EDC) for further review. The EDC asked staff to prepare revisions to the Planning Commission recommendation for discussion by the full city council. The attached memorandum summarizes the changes and asks the city council for direction for potential changes to the code amendments recommended by the Planning Commission for consideration at a future council meeting.

RECOMMENDED ACTION:

Review attached materials, discuss potential changes at June 7, 2021 City Council work session, provide direction to staff for preparation of an ordinance to be considered at a future council meeting.

RECOMMENDED MOTION:

None required.



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

TO: City Council, Mayor Nehring

FROM: Allan Giffen, Community Development Staff

CC: Gloria Hirashima, CAO
Haylie Miller, Community Development Director
Chris Holland, Planning Manager

DATE: June 7, 2021

SUBJECT: Enhanced Services Facilities Code Amendments

A. BACKGROUND: The City Council adopted Ordinance 3168 November 23, 2020 that established interim regulations that prohibit an enhanced services facility in any zone in the city. The ordinance, effective for six months, directed the Planning Commission to review the matter and make a recommendation to the City Council about where enhanced services facilities (ESFs) should be allowed. On May 24, 2021, the City Council adopted Ordinance No. 3182 to extend the interim regulations for an additional six months. The Planning Commission discussed the matter at four meetings, took public testimony, including from staff of the Department of Social and Health Services (DSHS).

The Planning Commission recommended amendments to the Municipal Code that would:

1. allow ESFs as a conditional use (Public notice required, potential for Hearing Examiner hearing) in the R-18 and R-28 zones multi-family residential zones;
2. allow ESFs as a permitted use in five commercial / mixed use zones.
3. Amend the definition of ESFs to match the definition used by the State in RCW 70.97.010;
4. establish a new set of regulations and requirements for ESFs in the Municipal Code that:
 - require the proponent of an ESF to provide notice to contiguous property owners at least 15 days prior to filing a land use application with the City in order to allow the neighboring property owners to learn more about the facility and for the proponent to address any concerns in their application materials;
 - require a detailed management plan that addresses issues of public safety, communication with neighbors, and facility management
 - require the facility to accept only residents that are determined not to pose a risk to other residents and the public.

At the May 3, 2021 City Council meeting, the City Council decided to refer the subject to the council's Economic Development Committee for further review. The discussion included questions about whether the number of zones in which ESFs would be allowed was too many, about the definition, and the state regulations governing ESFs.

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

At the May 24, 2021 City Council meeting, the council adopted Ordinance 3182, renewing the interim regulations in Ordinance 3168 an additional six months to allow the City to finish its review of regulations pertaining to enhanced services facilities.

B. ECONOMIC DEVELOPMENT COMMITTEE DISCUSSION: At the May 10, 2021 meeting of the Economic Development Committee, the committee asked staff to prepare an alternative set of regulations that differs from the Planning Commission recommendation. The alternative requested by the committee differs from the Planning Commission recommendation as follows:

1. Would not allow ESFs in the R-18 and R-28 zones multi-family residential zones;
2. Would allow ESFs in the DC (Downtown Commercial), GC (General Commercial), CB (Community Business) and MU (Mixed Use) zones only on lots located within one-quarter mile of State Avenue or Smokey Point Boulevard;
3. In the DC, GC and CB zones, would allow an ESF only in a mixed use building in which the ESF is on a floor located above a permitted commercial use. Under the existing code for the DC, GC and CB zones, Multi-family housing is the only use required to be so situated.
4. Require a quarter-mile separation between ESFs.

C. ATTACHMENTS: The following materials are attached:

1. Included as attachments to this memo are two maps that illustrate the locations where ESFs would be allowed under the recommendation of the Planning Commission, and the alternative requested by the Economic Development Committee:

Map 1 – Planning Commission recommendation: Shows transit routes as well as the DC, GC, CB, MU, R-18 and R-28 zones, because in the R-18 and R-28 zones, a site is eligible only if located within one-quarter mile of a transit route. There are just a few parts of the R-18 and R-28 zones that are not located within one-quarter mile of a transit route.

Map 2 – Economic Development Committee’s requested changes for consideration: This map has a dashed green line that indicates areas located within one-quarter mile of State Avenue and Smokey Point Boulevard. The map shows only the DC, GC, CB and MU zone areas that are near the area within one-quarter mile of the above named streets. The dashed green line does not extend west of Interstate 5, though there is some land in the CB zone located west of I-5 within one-quarter mile. Staff’s interpretation of the direction from the Economic Development Committee was to keep the land area eligible for ESFs in proximity to State Avenue and Smokey Point Boulevard. This map does not include transit routes as removal of the R-18 and R-28 zones removes the one transit-route-related requirement recommended by the Planning Commission.

2. Memorandum to the Economic Development Committee for May 10, 2021 meeting.
3. Draft ordinance with changes recommended by the Planning Commission. In this attachment, staff added two additional edits in proposed MMC 22C.280.050:

- a. Added “licenses” to 22C.280.050, Subsection 1.

- b. Added Subsection 5 limiting ESFs to not more than 16 residents in case the State regulations ever change to allow more than 16 residents.

4. Draft ordinance with changes as requested by the Economic Development Committee.

D. STAFF REQUEST OF CITY COUNCIL: Staff asks that the City Council review both the recommendation from the Planning Commission and the alternative with the changes requested by the Economic Development Committee, and provide direction to staff for any changes the council would like staff to draft for an ordinance to be considered at the June 28 City Council meeting. The following questions are intended to focus the city council's discussion on the substantive differences between the two alternatives:

1. Should Enhanced Services Facilities (ESFs) be allowed as a Conditional Use in the R-18 and R-28 zones, or not at all?
2. Should ESFs be allowed in all DC, GC, CB, CB-WR, and MU zones, or only in those zones when located within one-quarter mile of State Avenue or Smokey Point Boulevard, or within some other specified distance from these two principal arterial streets?
3. Should there be a one-quarter mile minimum separation between ESFs, a different separation distance, or no separation requirement at all?
4. Should ESFs in the DC, GC and CB zones be required to be located in a mixed use building, on a floor above a permitted ground floor commercial use, or should they be allowed as a stand-alone use in these zones?



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

TO: Economic Development Committee
FROM: Allan Giffen, Community Development Staff
DATE: May 6, 2021
SUBJECT: Enhanced Services Facilities

A. INTRODUCTION: The City Council adopted Ordinance 3168 November 23, 2020 that prohibits an enhanced services facility in any zone in the city. The ordinance directed the Planning Commission to review the matter and make a recommendation to the City Council about where enhanced services facilities (ESFs) should be allowed. The Planning Commission discussed the matter at four meetings, took public testimony, including from staff of the Department of Social and Health Services (DSHS).

The Planning Commission recommended amendments to the Municipal Code that would allow ESFs as a conditional use (Public notice required, potential for Hearing Examiner hearing) in two multi-family residential zones, and as a permitted use in five commercial / mixed use zones. The recommendation includes a change in the definition of ESF, and a new set of regulations and requirements for ESFs in the Municipal Code.

At the May 3, 2021 City Council meeting, the City Council decided to refer the subject to the council's Economic Development Committee for further review. The discussion included questions about whether the number of zones in which ESFs would be allowed was too many, about the definition, and the state regulations governing ESFs.

B. BACKGROUND INFORMATION: The following excerpts contain information that was provided to the Planning Commission concerning ESFs and is intended to help committee members better understand what ESFs are and how they are regulated.

1. What are Enhanced Services Facilities? Chapter 70.97 RCW provides for the licensing, operation and management of Enhanced Services Facilities in the State of Washington. RCW 70.97.010 defines the term "Enhanced Services Facility" as "a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary." Under State law, Enhanced Services Facilities serve up to sixteen individuals 18 years of age or older with either a mental disorder,¹ a substance use disorder,² co-occurring mental disorder and substance use disorder, an organic or traumatic brain injury, or a cognitive impairment that results in symptoms or behaviors requiring supervision and

¹ "Mental disorder" means any organic, mental, or emotional impairment that has substantial adverse effects on an individual's cognitive or volitional functions. RCW 70.97.010(8).

² "Substance use disorder" means a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues using the substance despite significant substance-related problems. The diagnosis of a substance use disorder is based on a pathological pattern of behaviors related to the use of the substances. RCW 70.97.010(16).

support services. Enhanced Services Facilities are facilities in a residential setting where providers assume general responsibility for the safety and well-being of the residents.

A single-occupancy room, meals, laundry, supervision, behavior support services, activities, and varying levels of assistance with care are provided. Enhanced Services Facilities provide nursing care, specialized care for people with mental health issues, developmental disabilities, or dementia. The facility is licensed by the state. Statutory authority for Enhanced Services Facilities is in Chapter 70.97 RCW and regulatory authority is found in Chapter 388-107 WAC. DSHS is currently updating this chapter of the WAC.

2. Criteria for admission of residents to an ESF are:

- the person requires daily care by or under the supervision of a mental health professional or nurse; and assistance with three or more activities of daily living; and
- the person has a behavioral health disorder;³ an organic or traumatic brain injury; or a cognitive impairment that results in symptoms or behaviors requiring supervision and support services;
- the person has been assessed by the department (DSHS) to need the services provided in an enhanced services facility;
- the person has been assessed as medically and psychiatrically stable, but for other reasons requires supervision and behavioral support and must meet two or more of the following supplemental criteria outlined in RCW 70.97.030(4):
 - (a) Is currently residing in a state mental hospital or psychiatric unit of a hospital and the hospital has found the person to be ready for discharge;
 - (b) Has a history of an inability to remain medically or psychiatrically stable for more than six months;
 - (c) Has exhibited serious challenging behaviors within the last year;
 - (d) Has complex medication needs and an inability to manage these medications, which has affected their ability to live in the community;
 - (e) Has a history of or likelihood of unsuccessful placements in other licensed long-term care facilities or a history of rejected applications for admission to other licensed facilities based on the person's behaviors, history, or needs;
 - (f) Has a history of frequent or prolonged behavioral health disorder-related hospitalizations; or
 - (g) Requires caregiving staff with training in providing behavioral supports to adults with challenging behaviors.

3. Why are we receiving inquiries about where an ESF can be located in Marysville? The State of Washington is moving patients out of State hospitals who are ready to be transitioned into the community. These individuals still require some level of support and the preferred model for those who

³ "Behavioral health disorder" means either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder. RCW 70.97.010(1).

do not require acute inpatient treatment is to live in an ESF. Funding is being provided by Medicare and the State of Washington for providers to build and operate an ESF.

The City has received questions from potential providers of such services about where an ESF may be located in Marysville. The Marysville Municipal Code regulates the location and development of other types of group residences, including “Senior Citizen Assisted” dwellings, “Adult Family Homes,” “Convalescent, Nursing or Retirement Homes,” “Master Planned Senior Communities” and “Residential Care Facilities.” However the current zoning code does not provide a comparable land use category or definition for “Enhanced Services Facilities” or establish where such use may locate, or associated development standards.

4. Other Communities - Assistance from Municipal Research: Since ESFs are a relatively new term under State law, staff has contacted Municipal Research Service Corporation (MRSC) to compile information about how other municipalities are regulating them. Staff has learned that very few communities specifically regulate ESFs. Some communities require substantial public process to allow and ESF to be sited, while others permit them in certain zones without a required public process.

5. Growth Management Act: State law includes “mental health facilities” as essential public facilities, and states: *No local comprehensive plan or development regulation may preclude the siting of essential public facilities.*

C. Understanding ESFs. In considering how to regulate the siting of ESFs in Marysville’s land use code, it is instructive to understand the size, space needs, and level of activity and traffic generated by a typical ESF. The following are some basic data about ESFs compiled through review of literature and communications with DSHS staff:

- Size – ESFs may house up to 16 residents. The average size of existing ESFs is approximately 6,500 square feet. That is roughly equivalent to an apartment building with four 3-bedroom apartment units.
- Number of employees - ESFs have a staff-to-resident ratio requirement of 1 staff for every 4 residents at all times, so a 16-bed ESF would have a minimum of 4 staff on-site 24/7.
- Employees and visitors - In addition to the staffing requirement of 1 staff for every 4 residents, there may be other visitors to the facility to provide a specific service such as physical therapy or behavior support services. ESFs have regular deliveries of food and supplies.
- Access - ESFs are not locked facilities and residents are free to come and go, unless they have an assessed need for support/assistance while in the community. In those cases, a staff person would accompany the resident into the community. The residents of an ESF are very similar to the residents of an Adult Family Home or an Assisted Living Facility.
- Outdoor open space - WAC 388-107-0890 requires outdoor space for resident use. There must be a fence or wall at least 72” high to provide privacy.

D. Management of ESFs. WAC 388-107 includes many requirements concerning the responsibility of the ESF facility management and staff concerning resident care. The State is in the process of

updating this WAC. DSHS staff have provided the following information about responsibilities of ESF staff and management:

- Each resident will have an assessment of their specific needs, and the ESF will have a care plan for each individual resident.
- WAC 388-107-0300⁴ requires the ESF to not admit individuals who are unsafe to be in the community and to only admit those individuals the ESF can safely serve. Through the assessment process, only individuals who meet specific criteria can be considered for an ESF setting.
- Sometimes an ESF resident may need a short-term stay at an evaluation and treatment center or a crisis stabilization center, and there have been a few ESF residents who have had to return to the state hospital for a longer stay. If an ESF indicates it can no longer provide appropriate support and services to an ESF resident, DSHS (ALTSA/HCS) would assess what type of setting was needed to meet the resident's need -- and would then seek appropriate setting options for the individual.
- It is the responsibility of the ESF to determine if the specific needs of a resident can be met by the ESF or if the resident needs services beyond what the ESF is capable of providing. As a component of the plan of care, each ESF resident has a behavior support plan to assist the staff in recognizing signs of behavioral challenges and knowing how to respond. It is important to note that all staff working at an ESF are highly trained and must complete specific trainings (such as Mental Health Specialty and de-escalation) before working at the ESF.
- If an ESF resident is in crisis, the ESF would look to the local Designated Crisis Responders⁵ for immediate assistance so that the individual can be kept safe in a secured setting until an evaluation is completed and next steps are identified.

Other information – questions from Marysville staff, answers from DSHS staff:

- Can registered sex offenders live in and ESF? Yes, but the operator can choose to not allow RSOs. Local law enforcement conducts monthly check-ins with RSOs at their place of residence.

⁴ The enhanced services facility must only admit or continue to provide services to a resident when:

(1) The department has determined that the individual is eligible for placement in an enhanced services facility.

(2) The facility can safely and appropriately meet the assessed needs and preferences of the resident:

(a) With available staff; and

(b) Through reasonable accommodation.

(3) Admitting the resident does not negatively affect the ability of the facility to:

(a) Meet the needs, and does not endanger the safety, of other residents and members of the community; or

(b) Safely evacuate all people in the facility during an emergency according to the approved fire safety and evacuation plans appropriate to the occupancy type of the building.

⁵ A designated crisis responder is a person appointed by the county and authorized to take a person with a behavioral health disorder into emergency detention and to institute civil commitment proceedings. RCW 71.05.153 *et seq.* This was previously known as a county designated mental health professional.

- Can recovering drug and /or alcohol abusers live in an ESF? Yes. However, since residents are transitioning out of state hospitals where they are not able to access drugs or alcohol, residents will not be current users of drugs or alcohol.
- Are ESFs a secure facility where residents are not permitted to come and go as they choose? ESFs are not secured. Residents of an ESF are allowed to come and go as they choose, for medical treatment, to shop, work, or for other activities in the community, though some residents may need assistance with tasks outside the ESF.
- What type of treatment is provided for residents in an ESF? Residents of an ESF receive services such as bathing, administration of medication, laundry, meals, and similar non-medical treatment. Residents do not receive medical or psychiatric treatment in an ESF, as those services are provided off-site.

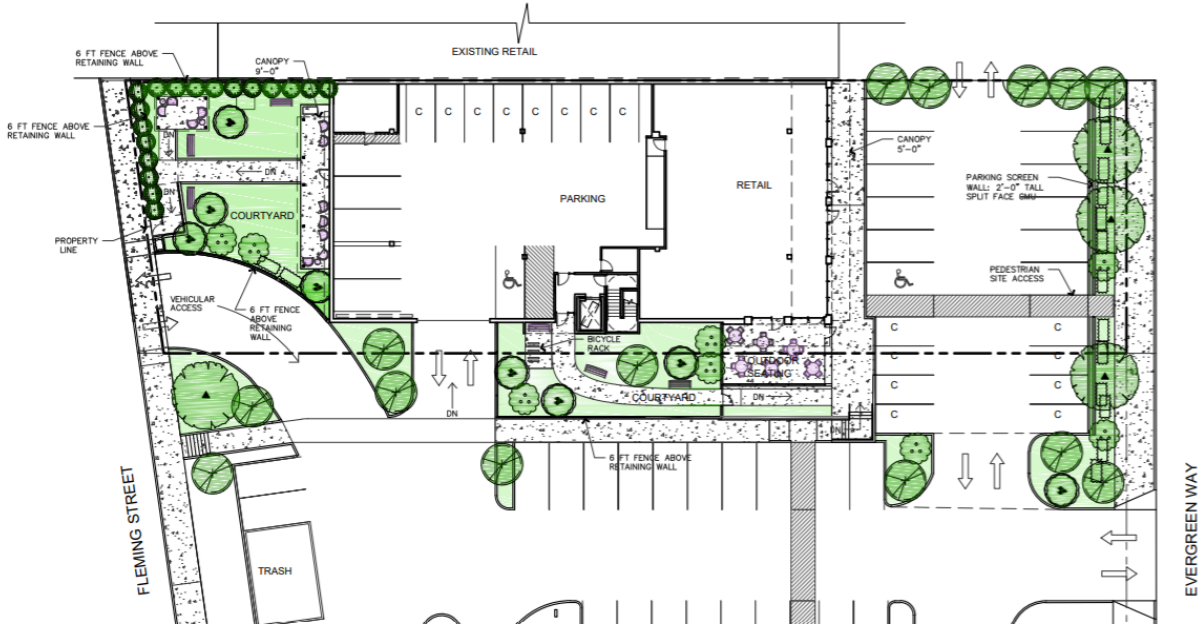
E. Existing ESFs. It is also helpful to review the experience of communities where ESFs have been established. There are just six ESFs that have been established in Washington. Four are new buildings, while two converted existing building to Enhanced Services Facilities. Information about facilities in Everett is provided below.

Everett. An ESF was built in Everett, within a mixed use building located on Evergreen Way, which has ground floor retail space facing Evergreen Way, and the ESF on the second floor. See attached photos, site plan and floor plan. At the time it was permitted, Everett's zoning code did not have a use category for Enhanced Services Facility. The City issued an interpretation that the ESF was similar in nature to an assisted living facility, and therefore was permitted in the same way an assisted living facility is permitted in the commercial zone in which it is located. Everett has since adopted a new land use code that treats ESFs as a Group Residence, and allows up to 16-bed group residences in its three commercial and two multi-family zones, without any public notice or special review process.

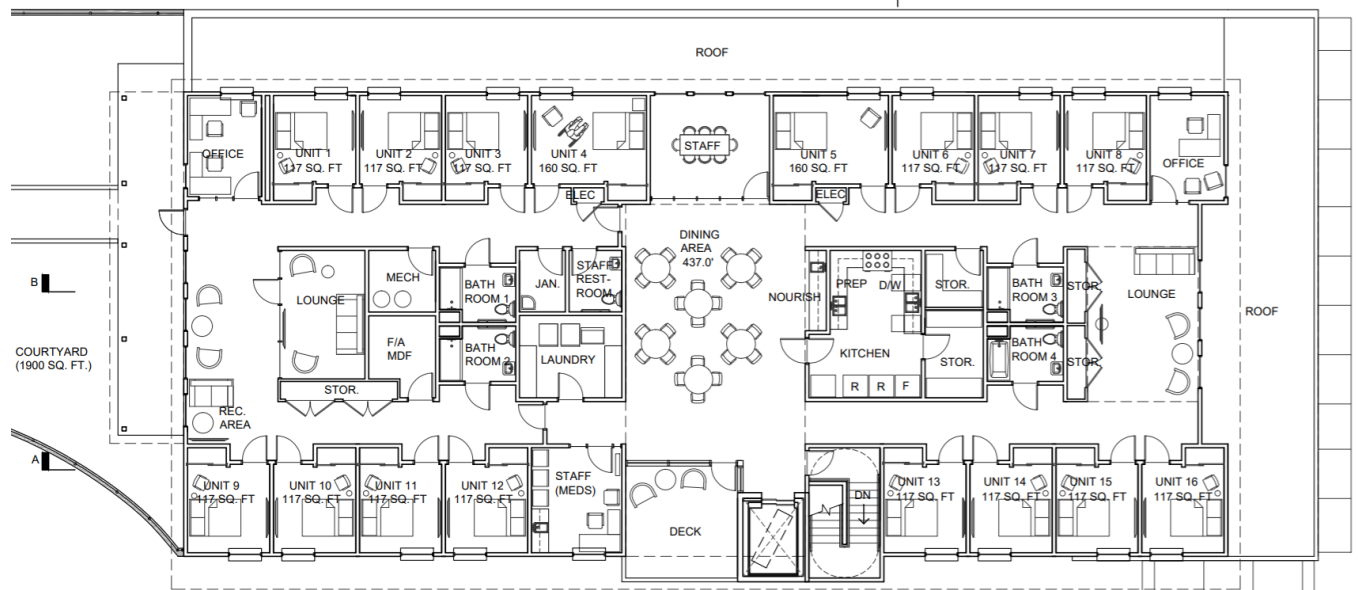
Everett Police data indicate that the existing ESF, which opened in 2018, has had a low volume of calls for service, and fewer calls than other types of group residences. The Police Chief attributes the low impact on police services to the proactive ESF management.

Everett Enhanced Services Facility – 6502 Evergreen Way

Site plan and ground floor plan of mixed use building. Ground floor level includes retail use facing Evergreen Way, and parking for ESF below the building. Upper floor contains single floor ESF with 7,006 square feet. Outdoor open space area is fenced for privacy of residents.



Floor plan for Enhanced Services Facility – 16 bed facility with 7,006 square feet.



Fleming Street view of ESF in mixed use building, with ESF on upper floor, with below-building parking on ground floor, and retail fronting Evergreen Way.

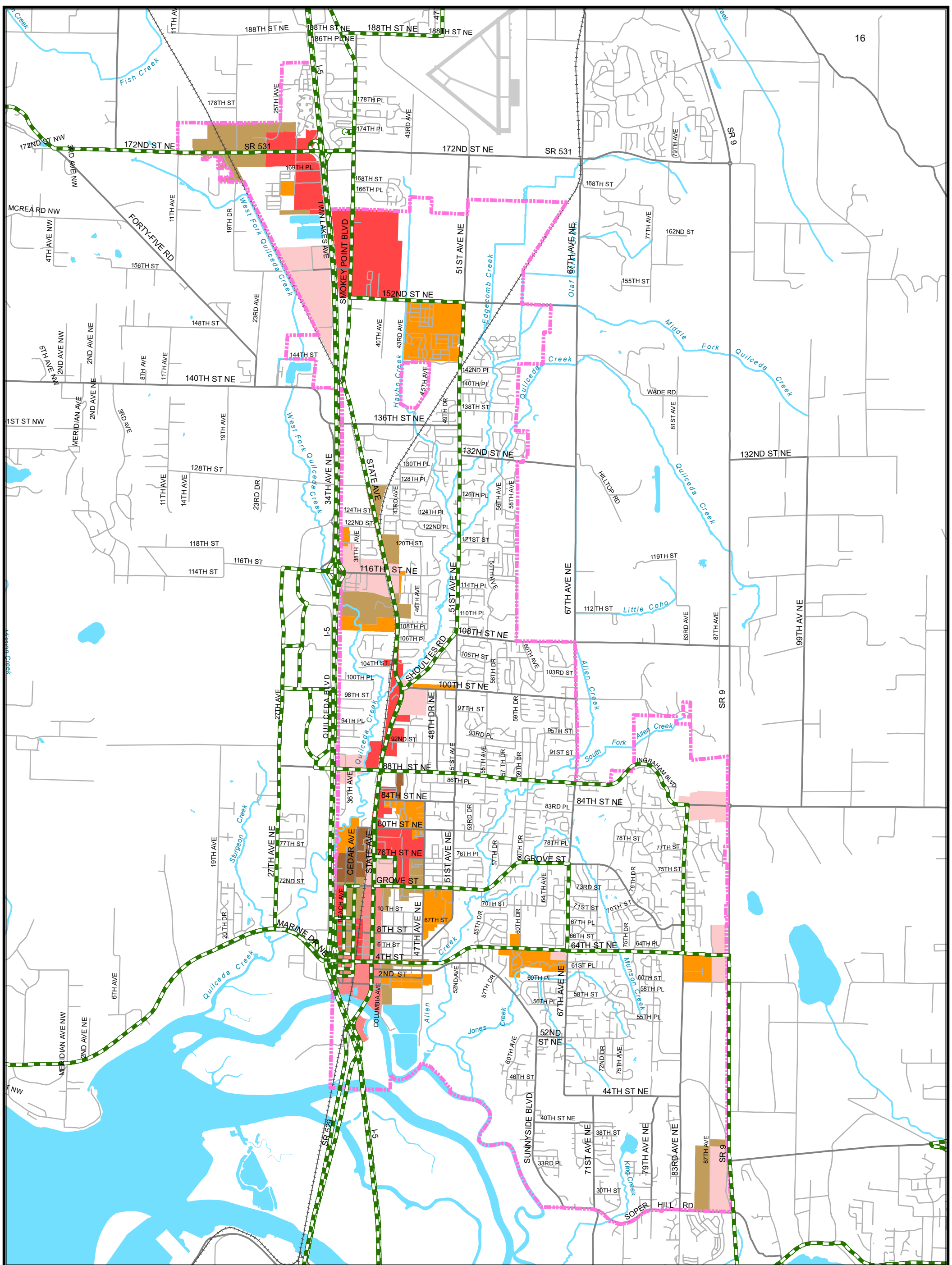


Retail space on lower floor facing Evergreen Way, with ESF on upper floor behind retail use.



F. Discussion at May 3, 2021 City Council work session:

1. Should ESFs be allowed in the R-18 and R-28 zones?
2. Should ESFs be allowed in the CB and MU zones in the Whiskey Ridge area?
3. Should there be a minimum separation distance between ESFs?
4. Should our definition differ from the State's?
5. Reporting Economic Development committee findings to the entire city council

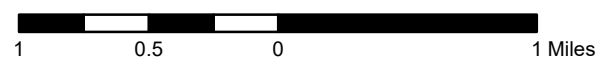
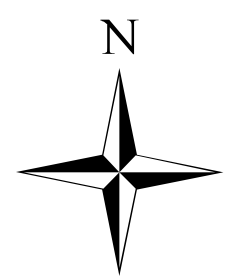


City of Marysville

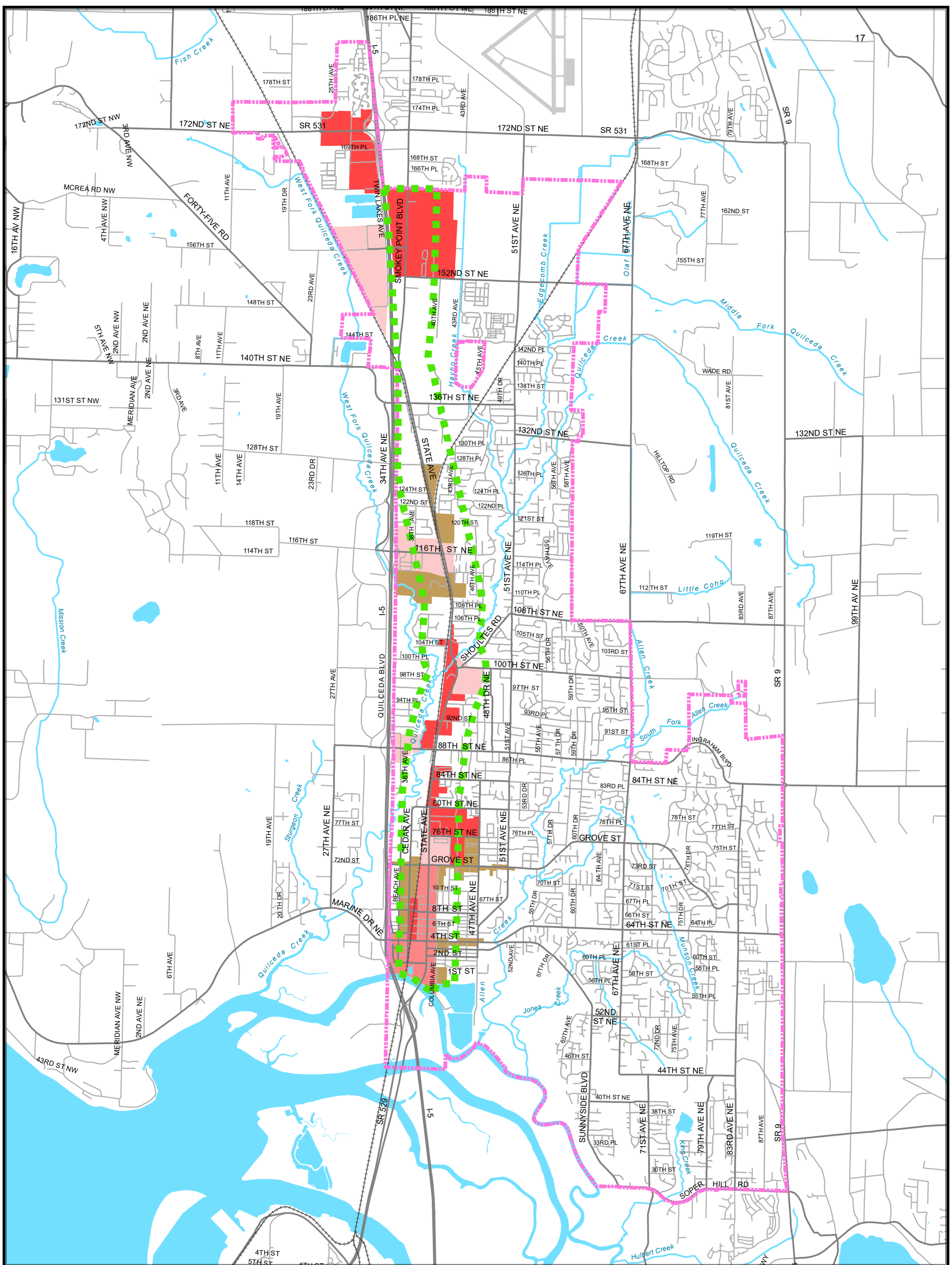
Properties Eligible for Enhanced Services Facilities (ESFs)

Legend

- Public Transit Routes
- City Limits
- Railroad
- Arterials
- General Commercial
- R18 Multi-Family Medium
- Downtown Commercial
- R28 Multi-Family High
- Community Business
- Mixed Use



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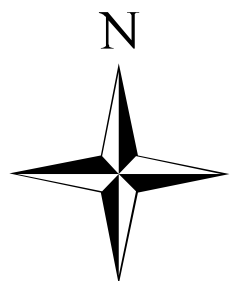


City of Marysville

Properties Eligible for Enhanced Services Facilities (ESFs)

Legend

- | | |
|-------------------|---------------------|
| City Limits | Zoning |
| Qtr Mile Distance | General Commercial |
| Railroad | Downtown Commercial |
| Arterials | Community Business |
| Streets | Mixed Use |
| | Item 1 - 13 |



Plotted: May 2021



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**CITY OF MARYSVILLE
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING TITLE 22C OF THE MARYSVILLE MUNICIPAL CODE; AMENDING THE DEFINITION OF “ENHANCED SERVICES FACILITIES; ALLOWING “ENHANCED SERVICES FACILITIES” AS A CONDITIONAL USE IN THE R-18 MEDIUM DENSITY MULTI-FAMILY AND R-28 HIGH DENSITY MULTI-FAMILY ZONES; AND AS A PERMITTED USE IN THE CB COMMUNITY BUSINESS, CB-WR COMMUNITY BUSINESS-WHISKEY RIDGE, DC DOWNTOWN COMMERCIAL, GC GENERAL COMMERCIAL, AND MU MIXED USE ZONES; AMENDING MMC 22A.020.060, “E” DEFINITIONS; AMENDING MMC 22C.010.060 AND 22C.020.060, PERMITTED USES; AMENDING MMC 22C.010.070 AND 22C.020.070, PERMITTED USES – DEVELOPMENT CONDITIONS; AND ESTABLISHING A NEW CHAPTER 22C.280 CONCERNING ENHANCED SERVICES FACILITIES; AND REPEALING ORDINANCE NO. 3168.

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

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

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

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

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

WHEREAS, the Marysville City Council adopted Ordinance No. 3168 on November 23, 2020, which adopted an interim development regulation establishing a definition for “Enhanced services facilities” and specifying that “Enhanced services facilities” are not a permitted use in any zone in the City of Marysville; and

WHEREAS, the Marysville City Council adopted Ordinance No. 3168 as an Emergency Ordinance which provided that the interim development regulation is

effective for six months from the effective date of the ordinance (November 23, 2020); and

WHEREAS, the proposed amendments were submitted to the State of Washington Department of Commerce for 60-day review on February 1, 2021, in accordance with RCW 36.70A.106; and

WHEREAS, the Planning Commission held public work sessions on December 8, 2020, January 12, 2021, and February 9, 2021, to review the proposed amendments, including alternatives, and did hear and consider public comments; and

WHEREAS, the Planning Commission held a duly-advertised public hearing on February 23, 2021, and received testimony from City staff and the public; and

WHEREAS, at the public hearing, the Planning Commission reviewed and considered the proposed amendments to the Marysville Municipal Code, and recommended that the City Council approve the proposed amendments to the Marysville Municipal Code; and

WHEREAS, the proposed amendments to Title 22 of the Marysville Municipal Code (comprising of **(a)** proposed amendments to MMC Sections 22A.020.060, 22C.010.060; 22C.020.060, 22C.010.070, 22C.020.070, and **(b)** a new proposed new Chapter 22C.280 MMC), were reviewed under the State Environmental Policy Act; which review resulted in the issuance of a Determination of Non-Significance (DNS) on April 5, 2021.

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to Title 22 of the Marysville Municipal code (comprising of **(a)** proposed amendments to MMC Sections 22A.020.060, 22C.010.060, 22C.020.060, 22C.010.070, and 22C.020.070, and **(b)** a proposed new Chapter 22C.280 MMC) that are the subject of this ordinance:

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

Section 2. Amendment to Development Regulations: Modification of Current Code Sections. Sections 22A.020.060, 22C.010.060; 22C.020.060, 22C.010.070, and 22C.020.070 of the Marysville Municipal Code are hereby amended as set forth in **Exhibit A.**

Section 3. Amendment to Development Regulations: Adoption of Chapter 22C.280 MMC. A new Chapter 22C.280 of the Marysville Municipal Code is adopted as set forth in **Exhibit B.**

Section 4. Repeal of Ordinance No. 3168. Ordinance No. 3168 shall be repealed upon the effective date of this Ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 6. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Effective Date. This Ordinance shall become effective five days after the date of its publication by summary.

PASSED AND APPROVED by the Marysville City Council this 10th day of May, 2021.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Jon Walker, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

22A.020.060 “E” definitions.

“Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes.

“Effective date” means the date a final decision becomes effective.

“EIS” means environmental impact statement.

“Elderly” means a person 62 years of age or older.

“Electric scooters and motorcycles” means any two-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries and produces zero emissions or pollution when stationary or operating.

“Electric sign” means any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.

“Electric vehicle” means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose. “Electric vehicle” includes:

- (1) A battery electric vehicle;
- (2) A plug-in hybrid electric vehicle;
- (3) A neighborhood electric vehicle; and
- (4) A medium-speed electric vehicle.

“Electric vehicle charging station” means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

“Electric vehicle charging station – public” means an electric vehicle charging station that is:

- (1) Publicly owned and publicly available (e.g., park and ride parking, public library parking lot, on-street parking); or
- (2) Privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multifamily parking lots).

“Electric vehicle charging station – restricted” means an electric vehicle charging station that is:

(1) Privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking); or

(2) Publicly owned and restricted (e.g., fleet parking with no access to the general public).

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

“Electric vehicle parking space” means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

“Electronic message sign” means a variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. Also known as “changeable copy sign.”

“Elevated building (floodplain management)” means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Elevation certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a letter of map amendment (LOMA) or letter of map revision based on fill (LOMR-F).

“Eligible facilities request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Co-location of new transmission equipment;

(2) Removal of transmission equipment; or

(3) Replacement of transmission equipment.

Criteria on what constitutes a substantial change is set forth in MMC [22C.250.210](#).

“Eligible support structure” means any existing tower or base station as defined in Chapter [22C.250](#) MMC; provided, that it is existing at the time an eligible facilities modification application is filed with the city.

“Emergency notification services” means services that notify the public of an emergency.

“Emergency services” means 911 emergency services and emergency notification services.

“Emergency support services” means information or database management services used in support of emergency services.

“Energy resource recovery facility” means an establishment for recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of solid waste.

“Engineering feasibility study” means a report prepared by a licensed professional engineer qualified by training to have expert engineering knowledge of a particular subject. The report will identify the capability of the land to withstand disturbance, such as erosion, sedimentation, geological hazards, or other aspects of the development.

"Enhanced services facility" means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary.

~~“Enhanced services facility” means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary and which typically serves individuals with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder. Such facilities shall be limited to a maximum 16-bed capacity and shall meet all of the regulatory and licensing requirements of the state of Washington per Chapter 70.97 RCW.~~

“Environmentally sensitive areas” means those areas regulated by Chapter [22E.010](#) MMC, and their buffers.

“Equipment, heavy” means high-capacity mechanical devices for moving earth or other materials, and mobile power units including, but not limited to:

- (1) Carryalls;
- (2) Graders;
- (3) Loading and unloading devices;
- (4) Cranes;
- (5) Drag lines;
- (6) Trench diggers;
- (7) Tractors;
- (8) Augers;
- (9) Bulldozers;
- (10) Concrete mixers and conveyers;
- (11) Harvesters;
- (12) Combines; or
- (13) Other major agricultural equipment and similar devices operated by mechanical power as distinguished from manpower.

“Erosion” means the wearing away of the earth’s surface as a result of the movement of wind, rain, water and other natural agents which mobilize and transport soil particles.

“Erosion hazard areas” means lands or areas that, based on a combination of slope inclination and the characteristics of the underlying soils, are susceptible to varying degrees of risk of erosion. Erosion hazard areas are classified as low hazard, moderate hazard and high hazard, based on the following criteria:

- (1) Low Hazard. Areas sloping less than 15 percent.
- (2) Moderate Hazard. Areas sloping between 15 and 40 percent and underlain by soils that consist predominantly of silt, clay, bedrock or glacial till.
- (3) High Hazard. Areas sloping between 15 and 40 percent that are underlain by soils consisting largely of sand and gravel, and all areas sloping more steeply than 40 percent.

“Evergreen” means a plant species with foliage that persists and remains green year-round.

“Ex parte communication” means any oral or written communication made by any person, including a city employee or official, pertaining to a matter that is or will be within the jurisdiction of the city council, hearing examiner or planning commission made outside of a public record.

Exceptions (Shoreline Master Program) – Requirements to Obtain Shoreline Permits or Local Reviews (Shoreline Master Program). Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the shoreline management act do not apply to the following:

- (1) Remedial Actions. Pursuant to RCW [90.58.355](#), any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order pursuant to Chapter [70.105D](#) RCW, or to the Department of Ecology when it conducts remedial action under Chapter [70.105D](#) RCW.
- (2) Boat Yard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW [90.58.355](#), any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a National Pollutant Discharge Elimination System storm water general permit.
- (3) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW [90.58.356](#), Washington State Department of Transportation projects and activities meeting the conditions of RCW [90.58.356](#) are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.
- (4) Projects consistent with an environmental excellence program agreement pursuant to RCW [90.58.045](#).
- (5) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to Chapter [80.50](#) RCW.

Exemption (Shoreline Master Program). Certain specific developments as listed in WAC [173-27-040](#) as exempt from the definition of “substantial developments” are therefore exempt from the substantial development permit process of the SMA. An activity that is exempt from the substantial development provisions of the SMA must still be carried out in compliance with policies and standards of the Act and the local master program. Conditional use and/or variance permits may also still be required even though the activity does not need a substantial development permit. (RCW [90.58.030](#)(3)(e); WAC [173-27-040](#).) “Exemption (shoreline master program)” also includes the external retrofitting of an existing structure with the exclusive purpose of compliance with the

Americans with Disabilities Act of 1990 (42 USC Sec. 12010 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.

“Existing and ongoing agricultural activities (small farms overlay zone)” means those activities involved in the production of crops and livestock, and changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, as well as construction of new farm structures, facilities or improved areas. An operation ceases to be ongoing when a formal plat has been approved by the city for development of the small farm.

“Existing and ongoing agricultural activities” means those activities involved in the production of crops and livestock, including but not limited to operation and maintenance of farm and stock ponds or drainage and irrigation systems, changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, facilities or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program. Forest practices are not included in this definition.

“Existing manufactured home park or subdivision (floodplain management)” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

“Existing (wireless communication facilities)” for purposes of Chapter [22C.250](#) MMC where it is related to a constructed tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process or under another applicable state or local regulatory review process, and the term also includes a tower that was lawfully constructed but that was not reviewed and approved because it was not in a zoned area when it was built.

“Exotic species” means any species of plant or animal that is not indigenous to the area.

“Expansion to an existing manufactured home park or subdivision (floodplain management)” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 3168 § 2 (Exh. A), 2020*; Ord. 3151 § 5, 2020; Ord. 3146 § 6, 2020; Ord. 3125 § 3 (Exh. B), 2019; Ord. 2852 § 10 (Exh. A), 2011).

~~* Code reviser’s note: Ord. 3168 Section 3 states: “This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance” and shall expire June 2, 2021.~~

2C.010.060 Permitted uses. 

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Residential Land Uses									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle (44)	P	P	P	P	P	P	P	P	P
Tiny house or tiny house with wheels (51)	P	P	P	P	P	P	P	P	P
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
Enhanced services facility (52)						<u>C</u>	<u>C</u>		
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									
Personal Services:									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
Business Services:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P	P	P	P	P	P	P	P	P

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
	C	C	C	C	C	C	C	C	C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

22C.010.070 Permitted uses – Development conditions.

(1) Accessory dwelling units must comply with development standards in Chapter [22C.180](#) MMC. Accessory dwelling units in the MHP zone are only allowed on single lots of record containing one single-family detached dwelling.

(2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.

(3) Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.

(4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC.

(5) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC.

(6) Subject to cottage housing provisions set forth in MMC [22C.010.280](#).

(7) Factory-built dwelling units shall comply with the following standards:

(a) A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.

(b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.

(8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.

(9) A garage sale shall comply with the following standards:

(a) No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.

(b) Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.

A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

(10) Residential accessory structures must comply with development standards in Chapter [22C.180](#) MMC.

(11) Manufactured homes must:

(a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

(b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;

(c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be

no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:

- (i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;
- (ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;
- (iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;
- (iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;
- (v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;
- (vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and
- (vii) The variance is the minimum necessary to grant relief to the applicant.

(12) Mobile homes are only allowed as a primary residence in existing mobile/manufactured home parks established prior to June 12, 2008, subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(13) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(14) No more than one single-family detached or duplex dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter [22C.180](#) MMC.

(15) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(16) The following conditions and limitations shall apply, where appropriate:

- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision, mobile/manufactured home park, or multiple-family development proposal; otherwise, a conditional use permit is required;
- (b) Lighting for structures and fields shall be directed away from residential areas; and
- (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(17) Golf facilities shall comply with the following:

- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

- (b) Restaurants are permitted as an accessory use to a golf course.
- (18) Only as an accessory to a cemetery.
- (19) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- (20) Only as an accessory to residential use and subject to the criteria set forth in Chapter [22C.200](#) MMC.
- (21) Only as an accessory to residential use, provided:
- (a) Students are limited to 12 per one-hour session;
 - (b) All instruction must be within an enclosed structure; and
 - (c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.
- (22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.
- (23) Only when adjacent to an existing or proposed school.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter [22C.200](#) MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.
- (26) Public safety facilities, including police and fire, shall comply with the following:
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (27) Accessory to an apartment development of at least 12 units, provided:
- (a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;
 - (b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
 - (c) The use of the facility shall be limited to dead storage of household goods;

(d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;

(e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;

(f) No residential occupancy of the storage units;

(g) No business activity other than the rental of storage units to the apartment dwellings on the site; and

(h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(28) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including, but not limited to, the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a conditional use subject to MMC [22C.250.040](#).

(29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

(a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and

(b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.

(30) Model Homes.

(a) The community development director may approve construction of model homes subject to the following conditions:

(i) No model home shall be constructed without the issuance of a building permit;

(ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;

(iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;

(iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;

(v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;

(vi) Submittal of building permit applications for each of the proposed structures;

(vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and

(viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.

(b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.

(31) Any outdoor storage areas are subject to the screening requirements of the landscape code.

(32) Subject to approval of a small farms overlay zone.

(33) May be further subject to the provisions of the Marysville shoreline master program.

(34) Only allowed in conjunction with the small farms overlay zone.

(35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.

(36) Only in conjunction with an existing or proposed school.

(37) Except racing of motorized vehicles.

(38) Level 1 and Level 2 charging only.

(39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.

(40) The term “rapid” is used interchangeably with “Level 3” and “fast charging.”

(41) Only “electric vehicle charging stations – restricted” as defined in Chapter [22A.020](#) MMC.

(42) Rapid (Level 3) charging stations are required to be placed within a parking garage.

(43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.

(44) Recreational vehicles (RVs) are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(45) MHPs shall fulfill the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(46) Reserved.

(47) Model house sales offices are subject to the requirements of MMC [22C.110.030](#)(12).

(48) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within residential

zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

(49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.

(50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC [22C.180.030](#).

(51) Tiny houses or tiny houses with wheels are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(52) See MMC 22C.280 for regulations for enhanced services facility.

~~(52) Enhanced services facilities are prohibited in all residential zones as such are identified and adopted in this chapter. (Ord. 3168 § 2 (Exh. A), 2020*; Ord. 3167 § 1, 2020; Ord. 3164 § 5, 2020; Ord. 3139 § 3 (Exh. B), 2019; Ord. 3054 § 8, 2017; Ord. 3022 § 8, 2016; Ord. 2959 § 6, 2014; Ord. 2898 § 8, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

~~* Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Manufactured home	P7	P7	P7	P7	P7	P7	P7	P7		
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Recreational vehicle	P7	P7	P7	P7	P7	P7	P7	P7		
Tiny house or tiny house with wheels	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	P	P	P	P				P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Enhanced services facility (77)		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	P	P	P	P				
Theater, drive-in				C						
Amusement and recreation services		P18	P18	P18	P18	P19	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P	P			C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P	P				P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Dry cleaning pick-up station and retail service	P	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24	P24, C20			P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	P	P			P	P		
Social services		P	P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P	P				P
Hospital		P	P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P
Utility facility	P	P	P	P		C	P	P		P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			
Department and variety stores	P	P	P	P	P	P	P76			

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58
Racetrack	C59	C59	C59	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62	P61, 62		P62	P62		

(Ord. 3168 § 2 (Exh. A), 2020**; Ord. 3164 § 6, 2020; Ord. 3159 § 3, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 1, 2018; Ord. 3085 § 3, 2018; Ord. 3071 § 4, 2017; Ord. 3057 § 6, 2017*; Ord. 3054 § 12, 2017; Ord. 3022 § 9, 2016; Ord. 2985 § 5, 2015; Ord. 2981 § 1, 2015; Ord. 2980 § 1, 2015; Ord. 2959 § 7, 2014; Ord. 2932 § 3, 2013; Ord. 2898 § 9, 2012; Ord. 2852 § 10 (Exh. A), 2011).

* Code reviser's note: Ord. 3057 amends this section without taking into account the amendments of Ord. 3054. The amendments of Ord. 3054 have been retained per the intent of the city.

~~** Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

22C.020.070 Permitted uses – Development conditions. 

- (1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.
- (2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.
- (3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."
- (4) All units must be located above a street-level commercial use.
- (5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.
- (6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.
- (7) Manufactured homes, mobile homes, recreational vehicles, and tiny houses with wheels are only allowed in existing mobile/manufactured home parks.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
 - (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.
- (13) Golf Facility.
 - (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.

(14) Shooting Range.

- (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
- (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
- (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

- (a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;
- (b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;
- (c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;
- (d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;
- (e) Structures permitted hereunder shall not be used as a dwelling; and
- (f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.

(17) Boat Launch, Noncommercial or Private.

- (a) The city may regulate, among other factors, required launching depth, and length of docks and piers;
- (b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and
- (c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.

(18) Excluding racetrack operation.

(19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.

- (20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- (21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of “Accessory use, commercial/industrial.”
- (22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).
- (23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.
- (24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
- (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).
- (33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.
- (34) Reserved.
- (35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:

(a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and

(b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.

(36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

(39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.

(40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.

(41) Excluding drinking places such as taverns and bars and adult entertainment facilities.

(42) Excluding vehicle and livestock auctions.

(43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.

(44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.

(45) Limited to 5,000 square feet or less.

(46) Eating and Drinking Places.

(a) Limited to 4,000 square feet or less.

(b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.

(c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.

(47) Limited to hardware and garden supply stores.

(48) Limited to convenience retail, such as video, and personal and household items.

(49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.

- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
 - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
 - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term “rapid” is used interchangeably with Level 3 and fast charging.

(66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).

(67) Rapid (Level 3) charging stations are required to be placed within a parking garage.

(68) Excepting “marijuana (cannabis) dispensaries,” “marijuana (cannabis) collective gardens,” and “marijuana cooperatives” as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.

(69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial, industrial, recreation, and public institution zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.

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

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

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

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

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

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

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

[\(77\) See MMC 22C.280 for regulations for enhanced services facility.](#)

~~(77) Enhanced services facilities are prohibited in all commercial and industrial zones as such are identified and adopted in this chapter. (Ord. 3168 § 2 (Exh. A), 2020**; Ord. 3164 § 7, 2020; Ord. 3159 § 4, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 2, 2018; Ord. 3054 § 13, 2017; Ord. 3022 § 10, 2016; Ord. 2985 § 6, 2015; Ord. 2981 § 2, 2015; Ord. 2979 § 4, 2014; Ord. 2959 § 8, 2014; Ord. 2932 § 4, 2013; Ord. 2898 § 10, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

*Code reviser’s note: Ord. 2985 added these subsections as (70) and (71). They have been renumbered as (71) and (72) to avoid duplicating the subsection added by Ord. 2981.

~~** Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

EXHIBIT B
Chapter 22C.280
Regulations for Enhanced Services Facility.

22C.280.010 Purpose. The purpose of this section is to:

1. provide for a needed community service while ensuring that adequate public facilities are available to the residents of enhanced services facilities; and
2. promote compatibility with surrounding land uses.

22C.280.020. Applicability. The standards in this section apply to any “enhanced services facility”, as defined in Chapter 22A.020 MMC.

22C.280.030. Notice Requirements. At least fifteen (15) days prior to filing an application with the City to establish an enhanced services facility, the owner and/or sponsor shall mail written notice to owners of contiguous properties and to the Community Development Department of their intention to establish the facility. The notice shall list the name and contact information for the owner or sponsor, to provide neighboring property owners the opportunity to contact them with questions, and include a description of the proposed facility and proposed number of residents. The owner or sponsor shall address questions or concerns from neighboring property owners to the extent possible in the management plan required by MMC 22C.280.040.

22C.280.040. Management Plan Required. The owner or sponsor of the facility shall provide the Community Development Director with a management plan for the facility addressing the following:

1. how the facility can appropriately meet the assessed needs of potential residents through appropriate staffing and best management practices;
2. potential impacts on nearby residential uses and proposed methods to mitigate those impacts;
3. facility management, including 24-hour contact information for persons responsible to resolve concerns pertaining to the facility, and procedures for updating neighbors with changes in contact information;
4. staffing, supervision and security arrangements appropriate to the facility; and
5. a communications plan for providing information to the surrounding neighborhood.

22C.280.050. Other Requirements.

1. The facility shall obtain all necessary licenses, certificates and approvals from state and federal agencies.
2. The facility shall serve only individuals who do not pose a direct threat and a significant risk to others, and who have been assessed as medically and psychiatrically stable.
3. No more than one enhanced services facility shall be permitted per site.
4. In the R-18 and R-28 zones, an enhanced services facility shall be located either within one-quarter mile of a public transit route, or within one-quarter mile of property located in the DC, NB, MU, CB, CB-WR or GC zones.
5. Enhanced services facilities shall be limited to not more than sixteen (16) residents.

CITY OF MARYSVILLE
WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING TITLE 22C OF THE MARYSVILLE MUNICIPAL CODE; AMENDING THE DEFINITION OF "ENHANCED SERVICES FACILITIES IN MMC 22A.020.060, "E" DEFINITIONS; ~~ALLOWING "ENHANCED SERVICES FACILITIES" AS A CONDITIONAL USE IN THE R-18 MEDIUM DENSITY MULTI-FAMILY AND R-28 HIGH DENSITY MULTI-FAMILY ZONES;~~ AND AS A PERMITTED USE IN THE CB COMMUNITY BUSINESS, ~~CB-WR COMMUNITY BUSINESS-WHISKEY RIDGE, DC DOWNTOWN COMMERCIAL, GC GENERAL COMMERCIAL, AND MU MIXED USE ZONES;~~ AMENDING MMC 22A.020.060, "E" DEFINITIONS; AMENDING MMC 22C.010.060 AND 22C.020.060, PERMITTED USES; AMENDING MMC 22C.010.070 AND 22C.020.070, PERMITTED USES – DEVELOPMENT CONDITIONS; AND ESTABLISHING A NEW CHAPTER 22C.280 CONCERNING ENHANCED SERVICES FACILITIES; AND REPEALING ORDINANCE NO. 3168 3182.

Commented [AG1]: The Economic Development Committee has asked for an alternative to the Planning Commission recommendation that would not allow ESFs as a conditional use in the R-18 and R-28 zones. This would remove 22C.010.060 and 22C.010.070 from the title.

Commented [AG2]: Requiring ESFs to be located within ¼ mile of State Avenue eliminates the CB-WR zone.

Commented [AG3]: Adopted May 24, 2021.

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

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

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

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

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

WHEREAS, the Marysville City Council adopted Ordinance No. 3168 on November 23, 2020, which adopted an interim development regulation establishing a definition for "Enhanced services facilities" and specifying that "Enhanced services facilities" are not a permitted use in any zone in the City of Marysville; and

WHEREAS, the Marysville City Council adopted Ordinance No. 3168 as an Emergency Ordinance which provided that the interim development regulation is effective for six months from the effective date of the ordinance (November 23, 2020); and

WHEREAS, the proposed amendments were submitted to the State of Washington Department of Commerce for 60-day review on February 1, 2021, in accordance with RCW 36.70A.106; and

WHEREAS, the Planning Commission held public work sessions on December 8, 2020, January 12, 2021, and February 9, 2021, to review the proposed amendments, including alternatives, and did hear and consider public comments; and

WHEREAS, the Planning Commission held a duly-advertised public hearing on February 23, 2021, and received testimony from City staff and the public; and

WHEREAS, at the public hearing, the Planning Commission reviewed and considered the proposed amendments to the Marysville Municipal Code, and recommended that the City Council approve the proposed amendments to the Marysville Municipal Code; and

WHEREAS, the proposed amendments to Title 22 of the Marysville Municipal Code (comprising of **(a)** proposed amendments to MMC Sections 22A.020.060, ~~22C.010.060~~; 22C.020.060, ~~22C.010.070~~, 22C.020.070, and **(b)** a new proposed new Chapter 22C.280 MMC), were reviewed under the State Environmental Policy Act; which review resulted in the issuance of a Determination of Non-Significance (DNS) on April 5, 2021.

Commented [AG4]: The Economic Development Committee request for an alternative to the PC recommendation would remove changes to these two sections from the ordinance.

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

Section 1. Required Findings. In accordance with MMC 22G.010.520, the following findings are made regarding the proposed amendments to Title 22 of the Marysville Municipal code (comprising of **(a)** proposed amendments to MMC Sections 22A.020.060, ~~22C.010.060~~, 22C.020.060, ~~22C.010.070~~, and 22C.020.070, and **(b)** a proposed new Chapter 22C.280 MMC) that are the subject of this ordinance:

Commented [AG5]: The Economic Development Committee request for an alternative to the PC recommendation would remove changes to these two sections from the ordinance.

- (1) The amendments are consistent with the purposes of the comprehensive plan;
- (2) The amendments are consistent with the purpose of Title 22 MMC;
- (3) There have been significant changes in the circumstances to warrant a change;

(4) The benefit or cost to the public health, safety and welfare is sufficient to warrant the action.

Section 2. Amendment to Development Regulations: Modification of Current Code Sections. Sections 22A.020.060, ~~22C.010.060~~; 22C.020.060, ~~22C.010.070~~, and 22C.020.070 of the Marysville Municipal Code are hereby amended as set forth in **Exhibit A.**

Commented [AG6]: Ditto

Section 3. Amendment to Development Regulations: Adoption of Chapter 22C.280 MMC. A new Chapter 22C.280 of the Marysville Municipal Code is adopted as set forth in **Exhibit B.**

Section 4. Repeal of Ordinance No. 3182. Ordinance No. ~~3182~~ shall be repealed upon the effective date of this Ordinance.

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Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 6. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Effective Date. This Ordinance shall become effective five days after the date of its publication by summary.

PASSED AND APPROVED by the Marysville City Council this 10th day of May, 2021.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Jon Walker, City Attorney

Date of Publication: _____

Effective Date: _____

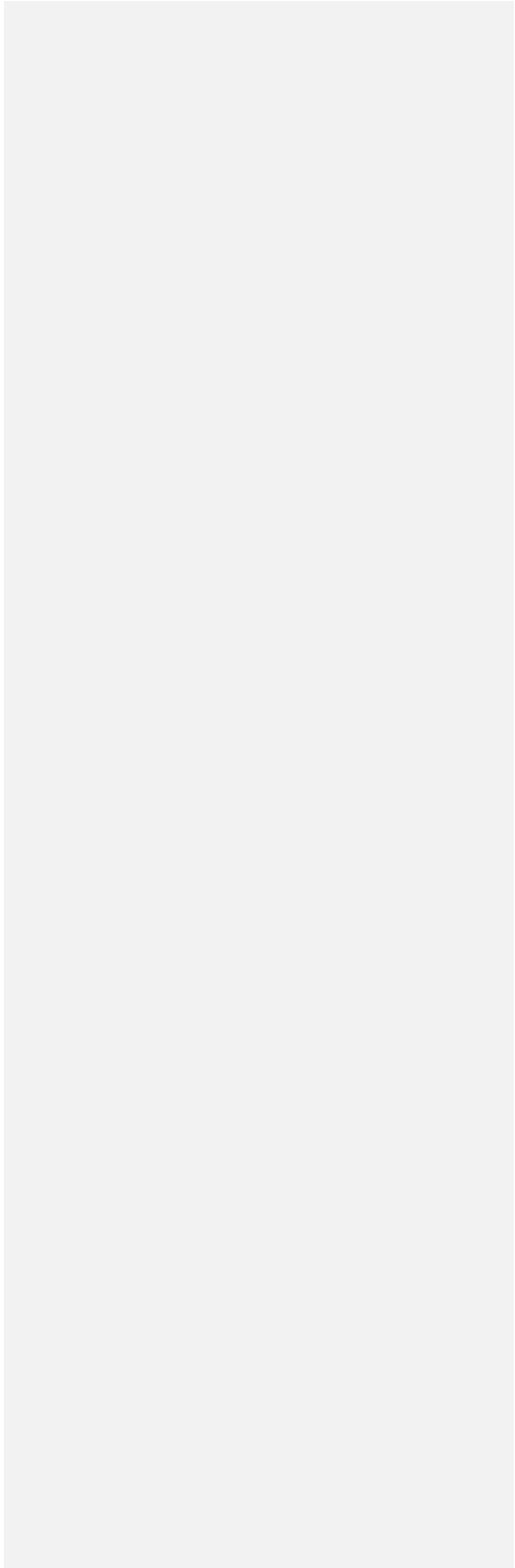


EXHIBIT A

22A.020.060 “E” definitions

“Easement” means a right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes.

“Effective date” means the date a final decision becomes effective.

“EIS” means environmental impact statement.

“Elderly” means a person 62 years of age or older.

“Electric scooters and motorcycles” means any two-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle’s batteries and produces zero emissions or pollution when stationary or operating.

“Electric sign” means any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.

“Electric vehicle” means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on board for motive purpose. “Electric vehicle” includes:

- (1) A battery electric vehicle;
- (2) A plug-in hybrid electric vehicle;
- (3) A neighborhood electric vehicle; and
- (4) A medium-speed electric vehicle.

“Electric vehicle charging station” means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as an accessory use to any principal use.

“Electric vehicle charging station – public” means an electric vehicle charging station that is:

- (1) Publicly owned and publicly available (e.g., park and ride parking, public library parking lot, on-street parking); or
- (2) Privately owned and publicly available (e.g., shopping center parking, nonreserved parking in multifamily parking lots).

“Electric vehicle charging station – restricted” means an electric vehicle charging station that is:

(1) Privately owned and restricted access (e.g., single-family home, executive parking, designated employee parking); or

(2) Publicly owned and restricted (e.g., fleet parking with no access to the general public).

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

“Electric vehicle parking space” means any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

“Electronic message sign” means a variable message sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix. Also known as “changeable copy sign.”

“Elevated building (floodplain management)” means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Elevation certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a letter of map amendment (LOMA) or letter of map revision based on fill (LOMR-F).

“Eligible facilities request” means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(1) Co-location of new transmission equipment;

(2) Removal of transmission equipment; or

(3) Replacement of transmission equipment.

Criteria on what constitutes a substantial change is set forth in MMC [22C.250.210](#).

“Eligible support structure” means any existing tower or base station as defined in Chapter [22C.250](#) MMC; provided, that it is existing at the time an eligible facilities modification application is filed with the city.

“Emergency notification services” means services that notify the public of an emergency.

“Emergency services” means 911 emergency services and emergency notification services.

“Emergency support services” means information or database management services used in support of emergency services.

"Energy resource recovery facility" means an establishment for recovery of energy in a usable form from mass burning or refuse-derived fuel incineration, pyrolysis or any other means of using the heat of combustion of solid waste.

"Engineering feasibility study" means a report prepared by a licensed professional engineer qualified by training to have expert engineering knowledge of a particular subject. The report will identify the capability of the land to withstand disturbance, such as erosion, sedimentation, geological hazards, or other aspects of the development.

"Enhanced services facility" means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary.

~~"Enhanced services facility" means a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary and which typically serves individuals with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder. Such facilities shall be limited to a maximum 16-bed capacity and shall meet all of the regulatory and licensing requirements of the state of Washington per Chapter 70.97 RCW.~~

"Environmentally sensitive areas" means those areas regulated by Chapter [22E.010](#) MMC, and their buffers.

"Equipment, heavy" means high-capacity mechanical devices for moving earth or other materials, and mobile power units including, but not limited to:

- (1) Carryalls;
- (2) Graders;
- (3) Loading and unloading devices;
- (4) Cranes;
- (5) Drag lines;
- (6) Trench diggers;
- (7) Tractors;
- (8) Augers;
- (9) Bulldozers;
- (10) Concrete mixers and conveyers;
- (11) Harvesters;
- (12) Combines; or

Commented [AG7]: This revised definition is the PC recommendation, which makes city definition the same as the State's.

(13) Other major agricultural equipment and similar devices operated by mechanical power as distinguished from manpower.

“Erosion” means the wearing away of the earth’s surface as a result of the movement of wind, rain, water and other natural agents which mobilize and transport soil particles.

“Erosion hazard areas” means lands or areas that, based on a combination of slope inclination and the characteristics of the underlying soils, are susceptible to varying degrees of risk of erosion. Erosion hazard areas are classified as low hazard, moderate hazard and high hazard, based on the following criteria:

(1) Low Hazard. Areas sloping less than 15 percent.

(2) Moderate Hazard. Areas sloping between 15 and 40 percent and underlain by soils that consist predominantly of silt, clay, bedrock or glacial till.

(3) High Hazard. Areas sloping between 15 and 40 percent that are underlain by soils consisting largely of sand and gravel, and all areas sloping more steeply than 40 percent.

“Evergreen” means a plant species with foliage that persists and remains green year-round.

“Ex parte communication” means any oral or written communication made by any person, including a city employee or official, pertaining to a matter that is or will be within the jurisdiction of the city council, hearing examiner or planning commission made outside of a public record.

Exceptions (Shoreline Master Program) – Requirements to Obtain Shoreline Permits or Local Reviews (Shoreline Master Program). Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the shoreline management act do not apply to the following:

(1) Remedial Actions. Pursuant to RCW [90.58.355](#), any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order pursuant to Chapter [70.105D](#) RCW, or to the Department of Ecology when it conducts remedial action under Chapter [70.105D](#) RCW.

(2) Boat Yard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW [90.58.355](#), any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a National Pollutant Discharge Elimination System storm water general permit.

(3) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW [90.58.356](#), Washington State Department of Transportation projects and activities meeting the conditions of RCW [90.58.356](#) are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.

(4) Projects consistent with an environmental excellence program agreement pursuant to RCW [90.58.045](#).

(5) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to Chapter [80.50](#) RCW.

Exemption (Shoreline Master Program). Certain specific developments as listed in WAC [173-27-040](#) as exempt from the definition of “substantial developments” are therefore exempt from the substantial development permit process of the SMA. An activity that is exempt from the substantial development provisions of the SMA must still be carried out in compliance with policies and standards of the Act and the local master program. Conditional use and/or variance permits may also still be required even though the activity does not need a substantial development permit. (RCW [90.58.030](#)(3)(e); WAC [173-27-040](#).) “Exemption (shoreline master program)” also includes the external retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 USC Sec. 12010 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.

“Existing and ongoing agricultural activities (small farms overlay zone)” means those activities involved in the production of crops and livestock, and changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, as well as construction of new farm structures, facilities or improved areas. An operation ceases to be ongoing when a formal plat has been approved by the city for development of the small farm.

“Existing and ongoing agricultural activities” means those activities involved in the production of crops and livestock, including but not limited to operation and maintenance of farm and stock ponds or drainage and irrigation systems, changes between agricultural activities and uses, and normal operation, maintenance, repair, or reconstruction of existing serviceable structures, facilities or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program. Forest practices are not included in this definition.

“Existing manufactured home park or subdivision (floodplain management)” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

“Existing (wireless communication facilities)” for purposes of Chapter [22C.250](#) MMC where it is related to a constructed tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process or under another applicable state or local regulatory review process, and the term also includes a tower that was lawfully constructed but that was not reviewed and approved because it was not in a zoned area when it was built.

“Exotic species” means any species of plant or animal that is not indigenous to the area.

“Expansion to an existing manufactured home park or subdivision (floodplain management)” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 3168 § 2 (Exh. A), 2020*; Ord. 3151 § 5, 2020; Ord. 3146 § 6, 2020; Ord. 3125 § 3 (Exh. B), 2019; Ord. 2852 § 10 (Exh. A), 2011).

*—Code revisor's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2024.

2C.010.060 Permitted uses. SHARE

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R- MHP
Residential Land Uses									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing (14)	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle (44)	P	P	P	P	P	P	P	P	P
Tiny house or tiny house with wheels (51)	P	P	P	P	P	P	P	P	P
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (14), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
Enhanced services facility (52)	I	I	I	I	I	C	C	I	I
Recreation/Cultural Land Uses									

Commented [AG8]: This reflects Economic Development Committee request to remove R-18 and R-28 zones from PC recommendation.

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R- MHP
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									
Personal Services:									
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19	P24 C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6-18	R- MHP
Business Services:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

22C.010.070 Permitted uses – Development conditions. [SHARE](#)

(1) Accessory dwelling units must comply with development standards in Chapter [22C.180](#) MMC. Accessory dwelling units in the MHP zone are only allowed on single lots of record containing one single-family detached dwelling.

(2) Limited to three residents per the equivalent of each minimum lot size or dwelling units per acre allowed in the zone in which it is located.

(3) Only as part of a planned residential development (PRD) proposal, and subject to the same density as the underlying zone.

(4) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC.

(5) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC.

(6) Subject to cottage housing provisions set forth in MMC [22C.010.280](#).

(7) Factory-built dwelling units shall comply with the following standards:

(a) A factory-built house must be inspected at least two times at the factory by the State Building Inspector during the construction process, and must receive an approval certifying that it meets all requirements of the International Building Code. At the building site, the city building official will conduct foundation, plumbing and final inspections.

(b) A factory-built house cannot be attached to a metal frame allowing it to be mobile. All such structures must be placed on a permanent foundation at the building site.

(8) Permitted outright in the R-6.5, R-8, and WR-R-4-8 zones on minimum 7,200-square-foot lots. A conditional use permit is required for the R-4.5 zone, and the minimum lot size must be 12,500 square feet. Duplexes must comply with the comprehensive plan density requirements for the underlying land use designation.

(9) A garage sale shall comply with the following standards:

(a) No residential premises shall have more than two such sales per year and no such sale shall continue for more than six days within a 15-day period.

(b) Signs advertising such sales shall not be attached to any public structures, signs or traffic control devices, nor to any utility poles. All such signs shall be removed 24 hours after the sale is completed.

A garage sale complying with the above conditions shall be considered as being an allowable accessory use to all residential land uses. A garage sale violating one or more of the above conditions shall be considered as being a commercial use and will be disallowed unless it complies with all requirements affecting commercial uses.

(10) Residential accessory structures must comply with development standards in Chapter [22C.180](#) MMC.

(11) Manufactured homes must:

(a) Be set on a permanent foundation, as specified by the manufacturer, enclosed with an approved concrete product from the bottom of the home to the ground which may be either load-bearing or decorative;

(b) Meet all design standards applicable to all other single-family homes in the neighborhood in which the manufactured home is to be located;

(c) Be no more than five years old, as evidenced by the date of manufacture recorded on the HUD data plate. An administrative variance to the requirement that a manufactured home be no more than five years old may be granted by the community development director only if the applicant demonstrates all of the following:

(i) The strict enforcement of the provisions of this title creates an unnecessary hardship to the property owner;

(ii) The proposed manufactured home is well maintained and does not present any health or safety hazards;

(iii) The variance is necessary or warranted because of the unique size, shape, topography, location, critical areas encumbrance, or other feature of the subject property;

(iv) The proposed manufactured home will be compatible with the neighborhood or area where it will be located;

(v) The subject property is otherwise deprived, by provisions of this title, of rights and privileges enjoyed by other properties in the vicinity and within an identical zone;

(vi) The need for the variance is not the result of deliberate actions of the applicant or property owner; and

(vii) The variance is the minimum necessary to grant relief to the applicant.

(12) Mobile homes are only allowed as a primary residence in existing mobile/manufactured home parks established prior to June 12, 2008, subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

(13) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(14) No more than one single-family detached or duplex dwelling is allowed per lot except in cottage housing developments that are developed with all cottages located on a common lot, and accessory dwelling units through the provisions of Chapter [22C.180](#) MMC.

(15) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(16) The following conditions and limitations shall apply, where appropriate:

(a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision, mobile/manufactured home park, or multiple-family development proposal; otherwise, a conditional use permit is required;

(b) Lighting for structures and fields shall be directed away from residential areas; and

(c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(17) Golf facilities shall comply with the following:

(a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(b) Restaurants are permitted as an accessory use to a golf course.

(18) Only as an accessory to a cemetery.

(19) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(20) Only as an accessory to residential use and subject to the criteria set forth in Chapter [22C.200](#) MMC.

(21) Only as an accessory to residential use, provided:

(a) Students are limited to 12 per one-hour session;

(b) All instruction must be within an enclosed structure; and

(c) Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

(22) Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

(23) Only when adjacent to an existing or proposed school.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

(25) Day care IIs must be located on sites larger than one-half acre and are subject to minimum standards identified in Chapter [22C.200](#) MMC for day care I facilities. Parking facilities and loading areas shall be located to the rear of buildings or be constructed in a manner consistent with the surrounding residential character. Evaluation of site suitability shall be reviewed through the conditional use permit process.

(26) Public safety facilities, including police and fire, shall comply with the following:

(a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

(b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.

(27) Accessory to an apartment development of at least 12 units, provided:

(a) The gross floor area in self-service storage shall not exceed 50 percent of the total gross floor area of the apartment dwellings on the site;

(b) All outdoor lights shall be deflected, shaded and focused away from all adjoining property;

(c) The use of the facility shall be limited to dead storage of household goods;

(d) No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;

(e) No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;

(f) No residential occupancy of the storage units;

(g) No business activity other than the rental of storage units to the apartment dwellings on the site; and

(h) A resident manager shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(28) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including, but not limited to, the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a conditional use subject to MMC [22C.250.040](#).

(29) Limited to commuter parking facilities for users of transit, carpools or ride-share programs, provided:

(a) They are located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting hours; and

(b) The site is adjacent to a designated arterial that has been improved to a standard acceptable to the department.

(30) Model Homes.

(a) The community development director may approve construction of model homes subject to the following conditions:

(i) No model home shall be constructed without the issuance of a building permit;

(ii) In no event shall the total number of model homes in a preliminary subdivision be greater than nine;

(iii) A hard-surfaced roadway to and abutting all model homes shall be constructed to standards determined by the city engineer or designee;

(iv) Operational fire hydrant(s) must be available in accordance with the International Fire Code;

(v) Submittal of a site plan, stamped by a registered civil engineer or licensed surveyor, delineating the location of each structure relative to existing and proposed utilities, lot lines, easements, roadways, topography and critical areas;

(vi) Submittal of building permit applications for each of the proposed structures;

(vii) Approval of water, sewer and storm sewer extension plans to serve the proposed structures; and

(viii) Execution of an agreement with the city saving and holding it harmless from any damages, direct or indirect, as a result of the approval of the construction of model homes on the site.

(b) Prior to occupancy of any model home, the final plat of the subject subdivision shall be approved and recorded.

(31) Any outdoor storage areas are subject to the screening requirements of the landscape code.

(32) Subject to approval of a small farms overlay zone.

(33) May be further subject to the provisions of the Marysville shoreline master program.

(34) Only allowed in conjunction with the small farms overlay zone.

(35) Provided, that the property has received approval of a small farms overlay designation, or is larger than one acre in size.

(36) Only in conjunction with an existing or proposed school.

(37) Except racing of motorized vehicles.

(38) Level 1 and Level 2 charging only.

(39) Allowed only as an accessory use to a principal outright permitted use or permitted conditional use.

(40) The term "rapid" is used interchangeably with "Level 3" and "fast charging."

(41) Only "electric vehicle charging stations – restricted" as defined in Chapter [22A.020](#) MMC.

- (42) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (43) One single-family detached dwelling per existing single lot of record. Manufactured homes on single lots must meet the criteria outlined in subsection (11) of this section.
- (44) Recreational vehicles (RVs) are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (45) MHPs shall fulfill the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.
- (46) Reserved.
- (47) Model house sales offices are subject to the requirements of MMC [22C.110.030](#)(12).
- (48) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within residential zones in the city. Provided, activities in strict compliance with RCW [69.51A.210](#) and [69.51A.260](#) are not a violation of the Marysville Municipal Code.
- (49) Shipping/cargo and similar storage containers are prohibited on lots within a platted subdivision and properties under one acre in size. Shipping/cargo and similar storage containers may be located on properties over one acre in size if located behind the primary residence, observe all setbacks applicable to an accessory structure, and are screened from public view.
- (50) Accessory structures may not be utilized as, or converted to, a dwelling unless the structure complies with the accessory dwelling unit standards outlined in MMC [22C.180.030](#).
- (51) Tiny houses or tiny houses with wheels are allowed as a primary residence in an established mobile/manufactured home park (MHP) subject to the requirements of Chapter [22C.230](#) MMC, Mobile/Manufactured Home Parks.

~~(52) See MMC 22C.280 for regulations for enhanced services facility.~~

~~(52) Enhanced services facilities are prohibited in all residential zones as such are identified and adopted in this chapter. (Ord. 3168 § 2 (Exh. A), 2020*; Ord. 3167 § 1, 2020; Ord. 3164 § 5, 2020; Ord. 3139 § 3 (Exh. B), 2019; Ord. 3054 § 8, 2017; Ord. 3022 § 8, 2016; Ord. 2959 § 6, 2014; Ord. 2898 § 8, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

~~* Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

Commented [AG9]: Ditto

22C.020.060 Permitted uses. 

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse					P6	P				
Multiple-family	C4	P4, C5		P4, C5	P4, P6	P				
Manufactured home	P7	P7	P7	P7	P7	P7	P7	P7		
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Recreational vehicle	P7	P7	P7	P7	P7	P7	P7	P7		
Tiny house or tiny house with wheels	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P					C				P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home (70)	P	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P	P				P
Residential care facility	P	P			P	P	P70	P70	P70	P
Master planned senior community (10)						C				C
Enhanced services facility (77)		P	P	P	P	P				
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P75			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P	P						
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina					P			P	C	P
Dock and boathouse, private, noncommercial					P			P	P16	P
Boat launch, commercial or public					P			P		P
Boat launch, noncommercial or private					P			P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	P	P	P	P				
Theater, drive-in				C						

Commented [AG10]: Economic Development Committee request to require ESFs to be located within one-quarter mile of State Avenue and Smokey Point Blvd. would remove the CB-WR zone.

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Amusement and recreation services		P18	P18	P18	P18	P19	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P	P			P	P	C	
Shooting range (14)				P15			P15			
Outdoor performance center				C			C		C	C
Riding academy							P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P	P			C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P	P				P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P	P25	P76	P		
Funeral home/crematory		P	P	P	P	P26	P76	P		
Cemetery, columbarium or mausoleum	P24	P24	P24	P24, C20			P	P		
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P	P21			
Veterinary clinic	P	P	P	P	P	P	P76	P		
Automotive repair and service	P22	C, P28	C, P28	P			P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P	P67	P67	P	P		
EV battery exchange station				P			P	P		
Miscellaneous repair		P	P	P			P	P		
Social services		P	P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P			P	P		
Pet daycare (71), (72)		P	P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	P	C		P		P
Club (community, country, yacht, etc.)								P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P	P				P

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Hospital		P	P	P	P	C				C
Miscellaneous health	P68	P68	P68	P68	P68	P68				P68
Supervised drug consumption facility										
Education Services:										
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C	C	P	C		C
Commercial school	P	P	P		P	P27				C
School district support facility	C	P	P	P	P	P	P	P		P
Vocational school		P	P	P	P	P27				P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard				P			P			P
Public safety facilities, including police and fire	P29	P	P	P	P	P	P			P
Utility facility	P	P	P	P		C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard				P30	P30	P30	P	P		
Interim recycling facility		P23	P23	P23			P			P
Taxi stands		P	P	P			P	P		
Trucking and courier service		P31	P31	P31			P	P		
Warehousing and wholesale trade				P			P	P		
Mini-storage (36)							P76	P		
Freight and cargo service				P			P	P		
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P	P30	P	P		
Commercial vehicle storage							P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	P30, 37	C38		P30, 37	P	P		
Automotive rental and leasing				P			P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing				P			P	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Heavy equipment and truck repair							P	P		
Automobile holding yard				C			P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39	P39, 40	P39, 40	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P	P		P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C		P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P	P47	P76	P		
Forest products sales		P	P	P			P			
Department and variety stores	P	P	P	P	P	P	P76			
Food stores	P	P	P	P	P	P45	P76			
Agricultural crop sales		P	P	P		C	P76			
Storage/retail sales, livestock feed							P76	P		
Motor vehicle and boat dealers		P	P	P			P	P		
Motorcycle dealers		C	C	P	P49		P	P		
Gasoline service stations	P	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P	P46	P46	P		
Drug stores	P	P	P	P	P	P	P76	P		
Liquor stores		P	P	P						
Used goods: antiques/secondhand shops		P	P	P	P	P				
Sporting goods and related stores		P	P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P	P				
Jewelry stores		P	P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P	P				
Fuel dealers				P43			P43	P43		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Florist shops	P	P	P	P	P	P				
Pet shops	P	P	P	P	P	P				
Tire stores		P	P	P	P		P76	P		
Bulk retail		P	P	P			P76			
Auction houses				P42			P76			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers				C			P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P	P48	P44, 76	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50, 52	P50			P50	P		
Winery/brewery		P53	P53	P	P53	P53	P	P		
Textile mill products							P	P		
Apparel and other textile products				C			P	P		
Wood products, except furniture				P			P	P		
Furniture and fixtures				P			P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P51	P		P51	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products				C			P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment				C			P			
Electronic and other electric equipment				C			P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54, 74	P54		P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Tire retreading							C	P		
Movie production/distribution				P			P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops							P	P	P	
Raising livestock and small animals							P	P	P	
Greenhouse or nursery, wholesale and retail				P			P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)							P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C	C						P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C	C			C			
Regional storm water management facility		C	C	C	C		C	C		P
Public agency animal control facility				C			P	P		C
Public agency training facility		C56	C56	C56		C56	C57			C57
Nonhydroelectric generation facility	C	C	C	C			C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility							C	C		C
Transit bus base				C			P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C
School bus base	C	C	C	C			P			C58

Specific Land Use	NB	CB	CB-WR	GC	DC	MU (63)	LI	GI	REC	P/I
Racetrack	C59	C59	C59	C			P			
Fairground							P	P		C
Zoo/wildlife exhibit		C	C	C						C
Stadium/arena				C			C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62	P61, 62		P62	P62		

(Ord. 3168 § 2 (Exh. A), 2020**; Ord. 3164 § 6, 2020; Ord. 3159 § 3, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 1, 2018; Ord. 3085 § 3, 2018; Ord. 3071 § 4, 2017; Ord. 3057 § 6, 2017*; Ord. 3054 § 12, 2017; Ord. 3022 § 9, 2016; Ord. 2985 § 5, 2015; Ord. 2981 § 1, 2015; Ord. 2980 § 1, 2015; Ord. 2959 § 7, 2014; Ord. 2932 § 3, 2013; Ord. 2898 § 9, 2012; Ord. 2852 § 10 (Exh. A), 2011).

* Code reviser's note: Ord. 3057 amends this section without taking into account the amendments of Ord. 3054. The amendments of Ord. 3054 have been retained per the intent of the city.

~~** Code reviser's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

22C.020.070 Permitted uses – Development conditions.

(1) Bed and breakfast guesthouses and inns are subject to the requirements and standards contained in Chapter [22C.210](#) MMC, Bed and Breakfasts.

(2) Home occupations are subject to the requirements and standards contained in Chapter [22C.190](#) MMC, Home Occupations.

(3) Limited to one dwelling unit for the purposes of providing on-site service and security of a commercial or industrial business. Caretaker's quarters are subject to the provisions set forth in Chapter [22C.110](#) MMC, entitled "Temporary Uses."

(4) All units must be located above a street-level commercial use.

(5) Twenty percent of the units, but no more than two total units, may be located on the street level of a commercial use, if conditional use permit approval is obtained and the units are designed exclusively for ADA accessibility. The street-level units shall be designed so that the units are not located on the street front and primary access is towards the rear of the building.

(6) Permitted on the ground floor in the southwest sector of downtown vision plan area, as incorporated into the city of Marysville comprehensive plan.

(7) Manufactured homes, mobile homes, recreational vehicles, and tiny houses with wheels are only allowed in existing mobile/manufactured home parks.

(8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.

(9) Permitted in a legal nonconforming or conforming residential structure.

(10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.

(11) The following conditions and limitations shall apply, where appropriate:

(a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;

(b) Lighting for structures and fields shall be directed away from residential areas; and

(c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.

(13) Golf Facility.

(a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.

(b) Restaurants are permitted as an accessory use to a golf course.

(14) Shooting Range.

(a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;

(b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and

(c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

(a) The height of any covered over-water structure shall not exceed 20 feet as measured from the line of ordinary high water;

(b) The total roof area of covered, over-water structures shall not exceed 1,000 square feet;

(c) The entirety of such structures shall have not greater than 50 percent of the width of the lot at the natural shoreline upon which it is located;

(d) No over-water structure shall extend beyond the average length of all pre-existing over-water structures along the same shoreline and within 300 feet of the parcel on which proposed. Where no such pre-existing structures exist within 300 feet, the pier length shall not exceed 50 feet;

(e) Structures permitted hereunder shall not be used as a dwelling; and

(f) Covered structures are subject to a minimum setback of five feet from any side lot line or extension thereof. No setback from adjacent properties is required for any uncovered structure, and no setback from water is required for any structure permitted hereunder.

(17) Boat Launch, Noncommercial or Private.

(a) The city may regulate, among other factors, required launching depth, and length of docks and piers;

(b) Safety buoys shall be installed and maintained separating boating activities from other water-oriented recreation and uses where this is reasonably required for public safety, welfare and health; and

(c) All site improvements for boat launch facilities shall comply with all other requirements of the zone in which it is located.

(18) Excluding racetrack operation.

(19) Amusement and recreation services shall be a permitted use if they are located within an enclosed building, or a conditional use if located outside. In both instances they would be subject to the exclusion of a racetrack operation similar to other commercial zones.

(20) Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

(21) Permitted as an accessory use; see MMC [22A.020.020](#), the definition of "Accessory use, commercial/industrial."

(22) Only as an accessory to a gasoline service station; see retail and wholesale permitted use table in MMC [22C.020.060](#).

(23) All processing and storage of material shall be within enclosed buildings and excluding yard waste processing.

(24) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.

- (25) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
- (26) Limited to columbariums accessory to a church; provided, that existing required landscaping and parking are not reduced.
- (27) All instruction must be within an enclosed structure.
- (28) Car washes shall be permitted as an accessory use to a gasoline service station.
- (29) Public Safety Facilities, Including Police and Fire.
- (a) All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
- (b) Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street.
- (30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.
- (31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
- (32) All WCFs and modifications to WCFs are subject to Chapter [22C.250](#) MMC including but not limited to the siting hierarchy, MMC [22C.250.060](#). WCFs may be a permitted use or a CUP may be required subject to MMC [22C.250.040](#).
- (33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.
- (34) Reserved.
- (35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:
- (a) A factory-built commercial building must be inspected at least two times at the factory by the State Building and Electrical Inspector during the construction process, and must receive a state approval stamp certifying that it meets all requirements of the International Building and Electrical Codes. At the building site, the city building official will conduct foundation, plumbing and final inspections; and
- (b) A factory-built commercial building cannot be attached to a metal frame allowing it to be mobile. All structures must be placed on a permanent, poured-in-place foundation. The foundation shall be structurally engineered to meet the requirements set forth in Chapter 16 of the International Building Code.
- (36) Mini-storage facilities are subject to the development standards outlined in Chapter [22C.170](#) MMC.

- (37) Except heavy equipment.
- (38) With outdoor storage and heavy equipment.
- (39) Incidental assembly shall be permitted; provided, it is limited to less than 20 percent of the square footage of the site excluding parking.
- (40) Light industrial uses may be permitted; provided, there is no outdoor storage of materials, products or vehicles.
- (41) Excluding drinking places such as taverns and bars and adult entertainment facilities.
- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
 - (a) Limited to 4,000 square feet or less.
 - (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
 - (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.

- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00) and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.
- (61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.
- (62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:
- (a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child-care facility, or actual place of regular worship established prior to the proposed treatment facility.
 - (b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.
 - (c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.
- (63) Permitted uses include Whiskey Ridge zones.
- (64) Level 1 and Level 2 charging only.
- (65) The term "rapid" is used interchangeably with Level 3 and fast charging.
- (66) Rapid (Level 3) charging stations are required to comply with the design and landscaping standards outlined in MMC [22C.020.265](#).
- (67) Rapid (Level 3) charging stations are required to be placed within a parking garage.
- (68) Excepting "marijuana (cannabis) dispensaries," "marijuana (cannabis) collective gardens," and "marijuana cooperatives" as those terms are defined or described in this code and/or under state law; such facilities and/or uses are prohibited in all zoning districts of the city of Marysville.
- (69) No person or entity may produce, grow, manufacture, process, accept donations for, give away, or sell marijuana concentrates, marijuana-infused products, or usable marijuana within commercial,

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

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

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

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

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

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

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

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

(77) Permitted in these zones only when the building is located within one-quarter mile of State Avenue/ Smokey Point Boulevard. In the DC, GC and CB zones, shall be located in a building in which the enhanced services facility is located on a floor above a permitted ground floor commercial use. See MMC 22C.280 for regulations for enhanced services facility.

~~(77) Enhanced services facilities are prohibited in all commercial and industrial zones as such are identified and adopted in this chapter. (Ord. 3168 § 2 (Exh. A), 2020**; Ord. 3164 § 7, 2020; Ord. 3159 § 4, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 2, 2018; Ord. 3054 § 13, 2017; Ord. 3022 § 10, 2016; Ord. 2985 § 6, 2015; Ord. 2981 § 2, 2015; Ord. 2979 § 4, 2014; Ord. 2959 § 8, 2014; Ord. 2932 § 4, 2013; Ord. 2898 § 10, 2012; Ord. 2852 § 10 (Exh. A), 2011).~~

*Code revisor's note: Ord. 2985 added these subsections as (70) and (71). They have been renumbered as (71) and (72) to avoid duplicating the subsection added by Ord. 2981.

~~** Code revisor's note: Ord. 3168 Section 3 states: "This interim development regulation shall be in effect for six (6) months following the effective date of this Ordinance" and shall expire June 2, 2021.~~

Commented [AG11]: This addition was requested by the EDC to require that ESFs be located within ¼ mile of State Ave./SPB.

Commented [AG12]: This addition was requested by the EDC in order to treat ESFs similar to multi-family housing in these three zones. This standard does not apply in the MU zone.

EXHIBIT B
Chapter 22C.280
Regulations for Enhanced Services Facility.

22C.280.010 Purpose. The purpose of this section is to:

1. provide for a needed community service while ensuring that adequate public facilities are available to the residents of enhanced services facilities; and
2. promote compatibility with surrounding land uses.

22C.280.020. Applicability. The standards in this section apply to any “enhanced services facility”, as defined in Chapter 22A.020 MMC.

22C.280.030. Notice Requirements. At least fifteen (15) days prior to filing an application with the City to establish an enhanced services facility, the owner and/or sponsor shall mail written notice to owners of contiguous properties and to the Community Development Department of their intention to establish the facility. The notice shall list the name and contact information for the owner or sponsor, to provide neighboring property owners the opportunity to contact them with questions, and include a description of the proposed facility and proposed number of residents. The owner or sponsor shall address questions or concerns from neighboring property owners to the extent possible in the management plan required by MMC 22C.280.040.

22C.280.040. Management Plan Required. The owner or sponsor of the facility shall provide the Community Development Director with a management plan for the facility addressing the following:

1. how the facility can appropriately meet the assessed needs of potential residents through appropriate staffing and best management practices;
2. potential impacts on nearby residential uses and proposed methods to mitigate those impacts;
3. facility management, including 24-hour contact information for persons responsible to resolve concerns pertaining to the facility, and procedures for updating neighbors with changes in contact information;
4. staffing, supervision and security arrangements appropriate to the facility; and
5. a communications plan for providing information to the surrounding neighborhood.

22C.280.050. Other Requirements.

1. The facility shall obtain all necessary licenses, certificates and approvals from state and federal agencies.
2. The facility shall serve only individuals who do not pose a direct threat and a significant risk to others, and who have been assessed as medically and psychiatrically stable.
3. No more than one enhanced services facility shall be permitted per site.
4. In the R-18 and R-28 zones, an enhanced services facility shall be located either within one-quarter mile of a public transit route, or within one-quarter mile of property located in the DC, NB, MU, CB, CB-WR or GC zones.
5. Enhanced services facilities shall be limited to not more than sixteen (16) residents.

Commented [AG13]: “licenses” added by staff

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Commented [AG14]: This is the current State limit on ESFs, but this section was added by staff in case the State limit should ever increase.

6. No enhanced services facility shall be located within one-quarter mile of any other enhanced services facility.

Commented [AG15]: This section added at request of the Economic Development Committee

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the May 25, 2021 in the amount \$1,457,507.92, paid by EFT Transactions and Check No. 33461 through 33485.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the May 26, 2021 claims in the amount of \$3,057,332.83 paid by EFT transactions and Check No.'s 148393 through 148510 with check numbers 139883 and 148289 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$3,057,332.83 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148393 THROUGH 148510 WITH CHECK NUMBERS 139883 AND 148289 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF JUNE 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/26/2021 TO 5/26/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148393	STRIDER CONSTRUCTION	PAY ESTIMATE #13	GMA - STREET	362,759.24
148394	TRIMAXX CONSTRUCTION	PAY ESTIMATE #1	GMA-PARKS	677,638.79
148395	PREMERA BLUE CROSS	PREMERA CLAIMS 5/16-5/22/21	MEDICAL CLAIMS	55,408.34
148396	COMMERCE DEPT OF	WWTP CONTRACT PW-01-691-PRE-114	ENTERPRISE D/S	263.16
	COMMERCE DEPT OF	WWTP CONTRACT PW-02-691-033	ENTERPRISE D/S	5,294.12
	COMMERCE DEPT OF	WWTP CONTRACT PW-04-691-045	ENTERPRISE D/S	10,526.32
	COMMERCE DEPT OF	WWTP CONTRACT PW-01-691-PRE-114	ENTERPRISE D/S	52,631.58
	COMMERCE DEPT OF	WWTP CONTRACT PW-04-691-045	ENTERPRISE D/S	526,315.79
	COMMERCE DEPT OF	WWTP CONTRACT PW-02-691-033	ENTERPRISE D/S	529,411.77
148397	ADVANCED TRAFFIC	CABLES, SHELF MOUNT KIT, CONTROLLER	TRANSPORTATION	6,208.53
148398	AFFORDABLE ENVIRO	BAXTER BUILDING	CAPITAL EXPENDITURES	5,311.98
	AFFORDABLE ENVIRO		CAPITAL EXPENDITURES	34,019.63
148399	ALLIANT INSURANCE	BROKER FEE 2021-2022	RISK MANAGEMENT	50,000.00
148400	ALPHA COURIER INC	COURIER SERVICE TO AMTEST	WASTE WATER TREATMENT	71.50
148401	AMAZON CAPITAL	OFFICE SUPPLIES	POLICE PATROL	12.96
	AMAZON CAPITAL	MAINTENANCE RAKE	RECREATION SERVICES	69.72
	AMAZON CAPITAL	OFFICE SUPPLIES	POLICE INVESTIGATION	78.21
	AMAZON CAPITAL	GARBAGE GRABBERS	ROADSIDE VEGETATION	186.78
	AMAZON CAPITAL	OFFICE SUPPLIES	POLICE ADMINISTRATION	291.84
	AMAZON CAPITAL		COMPUTER SERVICES	444.04
148402	APC CONSTRUCTION LLC	UB REFUND	WATER/SEWER OPERATION	33.04
148403	AQUA SOLUTIONS, INC	DI TANK RESIN REFILL MODULE, FILTERS	WATER/SEWER OPERATION	-74.74
	AQUA SOLUTIONS, INC		WASTE WATER TREATMENT	878.35
148404	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
148405	ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
148406	AWARDS SERVICE	PLAQUE, SMART TEAM	POLICE INVESTIGATION	41.72
148407	BANK OF AMERICA	TRAVEL/TRAINING	POLICE PATROL	431.00
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	809.34
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,534.16
148408	BECKWITH & KUFFEL	SHIPPING/FIELD SERVICE PUMP #1	WASTE WATER TREATMENT	1,901.82
148409	BICKFORD FORD	SYNTHETIC GEAR OIL	ER&R	555.07
148410	BILLING DOCUMENT SPE	BILL PRINTING 5/3-5/17/21	UTILITY BILLING	4,230.19
148411	BLUE MARBLE ENV	1ST QTR RECYCLING PROJECT	SOLID WASTE OPERATIONS	8,027.28
148412	BLUETARP FINANCIAL	TIRE SPOON	EQUIPMENT RENTAL	485.77
148413	BNSF RAILWAY COMPANY	CROSSING SUPPORT-QUIET ZONE	GMA - STREET	21,901.54
148414	BOBEV, PETER & RADOS	UB REFUND	WATER/SEWER OPERATION	165.97
	BOBEV, PETER & RADOS		WATER/SEWER OPERATION	269.78
148415	BOWE, ETHAN & LAURA		WATER/SEWER OPERATION	178.46
148416	BRUNNER, DAVID		WATER/SEWER OPERATION	285.27
148417	BUELL RECREATION LLC	PLAY STRUCTURE CEDARCREST VISTA PARK	PARK & RECREATION FAC	41,176.59
148418	CAPITAL INDUSTRIES	6YRD FRONT LOAD CONTAINERS	WASTE WATER TREATMENT	4,344.68
148419	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,865.61
148420	CASCADE NATURAL GAS	NATURAL GAS 4/16-5/13/21	WATER FILTRATION PLANT	354.90
148421	COASTAL FARM & HOME	UNIFORM - AKAU	UTIL ADMIN	91.78
148422	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	313.17
148423	COPIERS NORTHWEST	DEPARTMENT PRINTER/COPIER SERVICE	PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.67

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/26/2021 TO 5/26/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148435	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	256.00
148436	ESPINOZA, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
148437	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	912.60
148438	EVERETT, CITY TREAS	WATER FILTRATION SERV 3/31-4/30/21	SOURCE OF SUPPLY	252,305.69
148439	FOREMOST PROMOTIONS	SUPPLIES	CRIME PREVENTION	1,085.31
	FOREMOST PROMOTIONS		CRIME PREVENTION	1,581.10
148440	FRIDRICH, MICHAEL &	UB REFUND	WATER/SEWER OPERATION	177.05
148441	GALLS, LLC	UNIFORMS, ADAMS	POLICE PATROL	28.43
	GALLS, LLC		POLICE PATROL	103.23
	GALLS, LLC	UNIFORMS - LAWLESS	POLICE ADMINISTRATION	120.22
148442	GENTRY, SHELLIE	UB REFUND	WATER/SEWER OPERATION	15.41
148443	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT P190	EQUIPMENT RENTAL	398.95
148444	GEOTEST SERVICES INC	PERIOD ENDING 4/30/21	GMA - STREET	3,804.80
148445	GOVCONNECTION INC	IPHONE/IPAD WORKSPACE LICENSING	CITY CLERK	28.68
	GOVCONNECTION INC		PROPERTY TASK FORCE	28.68
	GOVCONNECTION INC		PERSONNEL ADMINISTRATION	28.68
	GOVCONNECTION INC		SOLID WASTE CUSTOMER	28.68
	GOVCONNECTION INC		EQUIPMENT RENTAL	28.68
	GOVCONNECTION INC		FACILITY MAINTENANCE	28.68
	GOVCONNECTION INC		FINANCE-GENL	57.36
	GOVCONNECTION INC		PARK & RECREATION FAC	57.36
	GOVCONNECTION INC		MUNICIPAL COURTS	86.04
	GOVCONNECTION INC		YOUTH SERVICES	86.04
	GOVCONNECTION INC		OFFICE OPERATIONS	86.04
	GOVCONNECTION INC		COMMUNITY SERVICES UNIT	114.72
	GOVCONNECTION INC		RECREATION SERVICES	114.72
	GOVCONNECTION INC		LEGAL-GENL	114.72
	GOVCONNECTION INC		WATER QUAL TREATMENT	114.72
	GOVCONNECTION INC		STORM DRAINAGE	114.72
	GOVCONNECTION INC		DETENTION & CORRECTION	172.08
	GOVCONNECTION INC		GENERAL	172.08
	GOVCONNECTION INC		CITY COUNCIL	200.76
	GOVCONNECTION INC		POLICE INVESTIGATION	229.44
	GOVCONNECTION INC		EXECUTIVE ADMIN	343.64
	GOVCONNECTION INC		WASTE WATER TREATMENT	343.64
	GOVCONNECTION INC		CUSTODIAL SERVICES	371.80
	GOVCONNECTION INC		COMMUNITY	372.32
	GOVCONNECTION INC		LEGAL - PROSECUTION	429.16
	GOVCONNECTION INC		UTIL ADMIN	430.20
	GOVCONNECTION INC		ENGR-GENL	630.44
	GOVCONNECTION INC		POLICE ADMINISTRATION	659.12
	GOVCONNECTION INC		COMPUTER SERVICES	663.99
	GOVCONNECTION INC		POLICE PATROL	2,348.64
	GOVCONNECTION INC	BARRACUDA ARCHIVER SECURITY RENEWAL	COMPUTER SERVICES	9,036.92
148446	GOVERNMENT PORTFOLIO	INVESTMENT SERVICE 1ST QTR 2018 BOND	GMA - STREET	95.70
	GOVERNMENT PORTFOLIO		CAPITAL EXPENDITURES	504.30
	GOVERNMENT PORTFOLIO		FINANCE-GENL	6,000.00
148447	GRAINGER	ABSORBENT PADS	ER&R	28.56
	GRAINGER	POLY BAGS, COTTON SWABS	PUMPING PLANT	93.57
	GRAINGER	SAFETY GLASSES, BROOMS, MARKERS	ER&R	352.57
148448	GRANITE CONST	58TH ST SIDEWALK PATCHING	SIDEWALK MAINTENANCE	268.13
	GRANITE CONST	144TH ASPHALT OVERLAY	ROADWAY MAINTENANCE	2,599.62
	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	2,636.73
148449	GRAVITY PAYMENTS	PAYMENT PROCESSING JANUARY 2021	UTILITY BILLING	63.39
	GRAVITY PAYMENTS	PAYMENT PROCESSING APRIL 2021	UTILITY BILLING	17,976.35

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/26/2021 TO 5/26/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148450	HACH COMPANY	BUFFER SOLUTION KITS, REFILL VIALS	WATER FILTRATION PLANT	885.24
	HACH COMPANY		SUNNYSIDE FILTRATION	885.25
148451	HANSON, ROBERT	UB REFUND	GARBAGE	12.78
148452	HD FOWLER COMPANY	DYE TABLETS	SEWER SERV MAINT	44.44
	HD FOWLER COMPANY	4 WAY KEYS	WATER SERVICES	61.81
	HD FOWLER COMPANY	BRASS ADAPTER	WATER CROSS CNTL	129.89
	HD FOWLER COMPANY	MJ RETAINER FOR STOCK	WATER DIST MAINS	353.59
	HD FOWLER COMPANY	METER BOX LIDS	WATER SERVICES	874.40
	HD FOWLER COMPANY	AIR VALVE REPLACEMENT	WATER SUPPLY MAINS	3,735.33
148453	HDR ENGINEERING	PROFESSIONAL SERVICE 3/28-4/24/21	GMA - STREET	750.20
	HDR ENGINEERING		GMA - STREET	6,781.11
148454	HERC RENTALS INC	RENTAL CHARGES-COMPACTOR	SIDEWALK MAINTENANCE	82.35
148455	HOME DEPOT USA	PRO UNI PUSH PAD	MAINT OF GENL PLANT	149.52
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	1,028.47
148456	J & B TOOLS, LLC	IMPACT TORX BIT SET, CLIPS, METER TEST	EQUIPMENT RENTAL	851.40
148457	JONES, CHUCKIE	CREDIT MUSIC VIDEO SHOOT	GENERAL FUND	250.00
148458	KUNZLER, ALYSSA & DE	UB REFUND	WATER/SEWER OPERATION	14.74
148459	LANGUAGE LINE	INTERPRETER SERVICES	POLICE INVESTIGATION	8.51
148460	LEESON, TRAECEY	UB REFUND	WATER/SEWER OPERATION	78.12
148461	LENNAR NORTHWEST INC	UB REFUND - 8436 39TH ST NE 98270	WATER/SEWER OPERATION	225.64
148462	LENNAR NORTHWEST INC	UB REFUND - 8427 39TH ST NE 98270	WATER/SEWER OPERATION	239.64
148463	LES SCHWAB TIRE CTR	AXLE TIRE J034	EQUIPMENT RENTAL	1,646.73
148464	MARYSVILLE FIRE	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	384.00
148465	MARYSVILLE PRINTING	PRINTING SERVICES	DETENTION & CORRECTION	397.85
148466	MCKENNA, DAVID	CAR HITCH	POLICE PATROL	78.67
148467	MCLOUGHLIN & EARDLEY	TRAFFIC CONTROL HEAD #H020	EQUIPMENT RENTAL	557.76
148468	MILLER, ERIC & MISTY	UB REFUND	WATER/SEWER OPERATION	40.43
148469	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	6.77
	MOUNTAIN MIST		WASTE WATER TREATMENT	6.78
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.78
	MOUNTAIN MIST		WASTE WATER TREATMENT	13.48
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	13.48
	MOUNTAIN MIST		SEWER MAIN COLLECTION	13.48
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.21
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.21
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.21
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.68
	MOUNTAIN MIST		WASTE WATER TREATMENT	16.69
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.69
148470	MYERS, DONALD C.	UB REFUND	WATER/SEWER OPERATION	54.99
148471	NAPA AUTO PARTS	OIL AND AIR FILTERS	EQUIPMENT RENTAL	52.15
	NAPA AUTO PARTS	BRAKE PAD AND ROTORS V033	EQUIPMENT RENTAL	158.58
	NAPA AUTO PARTS	REAR BRAKE PAD SET J039	EQUIPMENT RENTAL	195.08
	NAPA AUTO PARTS	AIR/OIL FILTERS	ER&R	532.20
	NAPA AUTO PARTS	OIL/AIR/FUEL FILTERS	ER&R	595.27
148472	NELSON PETROLEUM	VERSATRANS LV-12 KENDALL ATF	ER&R	383.42
148473	NORTH SOUND HOSE	FIRE HOSE ASSY, HOSE REPAIR	WATER DIST MAINS	269.65
148474	NW PROPERTY	UB REF 3509 81ST DR NE 98270 RAYMOND	GARBAGE	214.86
148475	OFFICE DEPOT	DESK RETURNED	OFFICE OPERATIONS	-393.46
	OFFICE DEPOT		OFFICE OPERATIONS	-131.15
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	10.92
	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	188.54
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	189.92
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	203.34
	OFFICE DEPOT	SUPPLIES	POLICE INVESTIGATION	266.21
	OFFICE DEPOT		POLICE PATROL	278.94
148476	OREILLY AUTO PARTS	STARTER ASSY FOR INVENTORY	ER&R	187.99
148477	OWEN EQUIPMENT	HEADBANDS, BROCHURE ATTACHMENT	STREET CLEANING	524.48

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 5/26/2021 TO 5/26/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148478	PACIFIC POWER BATTER	PH METER	WATER DIST MAINS	38.10
148479	PACWEST MACHINERY	WATER CONTROL VALVE H012	EQUIPMENT RENTAL	333.74
	PACWEST MACHINERY	SWEEPER PICKUP HEAD #H020	EQUIPMENT RENTAL	528.98
	PACWEST MACHINERY	SCARIFIER SHANK W/RIPPER TIP #H006	EQUIPMENT RENTAL	3,293.55
148480	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	27,086.03
148481	PETROCARD SYSTEMS	FUEL	ENGR-GENL	29.95
	PETROCARD SYSTEMS		COMPUTER SERVICES	55.04
	PETROCARD SYSTEMS		STORM DRAINAGE	75.30
	PETROCARD SYSTEMS		COMMUNITY	145.11
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	155.26
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	198.96
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,146.85
	PETROCARD SYSTEMS		GENERAL	2,573.44
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,128.49
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,488.86
	PETROCARD SYSTEMS		POLICE PATROL	8,346.41
148482	PLATT ELECTRIC	CREDIT FOR INVOICE #1L64948	WASTE WATER TREATMENT	-199.57
	PLATT ELECTRIC	REFUND CAT6A CONNECTORS	SOURCE OF SUPPLY	-197.85
	PLATT ELECTRIC	CREDIT-ELBOW, SWITCH PLATE AND COVER	WASTE WATER TREATMENT	-61.64
	PLATT ELECTRIC	CREDIT MEMO ELBOW, PLATE, COVER	WASTE WATER TREATMENT	-61.31
	PLATT ELECTRIC	CREDIT MEMO	WASTE WATER TREATMENT	-20.85
	PLATT ELECTRIC	CREDIT-ELBOW, SWITCH PLATE AND COVER	SOURCE OF SUPPLY	-20.55
	PLATT ELECTRIC	CREDIT MEMO ELBOW, PLATE, COVER	SOURCE OF SUPPLY	-20.44
	PLATT ELECTRIC	ELBOW, SWITCH PLATE, WP COVER	SOURCE OF SUPPLY	20.03
	PLATT ELECTRIC	FITTINGS AND AERATORS	WASTE WATER TREATMENT	20.33
	PLATT ELECTRIC	ELBOW, SWITCH PLATE, WP COVER	SOURCE OF SUPPLY	20.44
	PLATT ELECTRIC		SOURCE OF SUPPLY	20.55
	PLATT ELECTRIC	FITTINGS AND AERATORS	WASTE WATER TREATMENT	20.85
	PLATT ELECTRIC		WASTE WATER TREATMENT	29.10
	PLATT ELECTRIC	WIRE AND CONDUIT FOR BUILDING	WASTE WATER TREATMENT	50.73
	PLATT ELECTRIC	LIGHTING FUSES	STREET LIGHTING	52.46
	PLATT ELECTRIC	COVERS FOR SAND FILTER	SOURCE OF SUPPLY	53.51
	PLATT ELECTRIC	ELBOW, SWITCH PLATE, WP COVER	WASTE WATER TREATMENT	60.11
	PLATT ELECTRIC		WASTE WATER TREATMENT	61.31
	PLATT ELECTRIC		WASTE WATER TREATMENT	61.64
	PLATT ELECTRIC	WIRE AND CONDUIT FOR BUILDING	WASTE WATER TREATMENT	76.27
	PLATT ELECTRIC	COVERS FOR SAND FILTER	WASTE WATER TREATMENT	160.52
	PLATT ELECTRIC	WIRE AND CONDUIT FOR BUILDING	WASTE WATER TREATMENT	189.25
	PLATT ELECTRIC	SHILLDED CONNECTORS	SOURCE OF SUPPLY	192.90
	PLATT ELECTRIC	EFFLUENT BLDG, GEN POWER, CONDUIT	WASTE WATER TREATMENT	194.59
	PLATT ELECTRIC	CAT6A ANGLED CONNECTORS	SOURCE OF SUPPLY	197.85
	PLATT ELECTRIC	EFFLUENT BLDG, CONDUIT, FITTINGS	WASTE WATER TREATMENT	199.57
	PLATT ELECTRIC	WIRE AND CONDUIT FOR BUILDING	WASTE WATER TREATMENT	454.08
	PLATT ELECTRIC		WASTE WATER TREATMENT	1,455.09
148483	POSTAL SERVICE	POSTAGE	PROBATION	1,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	3,000.00
148484	PUD	ACCT #202461026	MAINT OF GENL PLANT	17.01
	PUD	ACCT #205195373	PARK & RECREATION FAC	18.14
	PUD	ACCT #200501617	TRANSPORTATION	25.32
	PUD	ACCT #200973956	SEWER LIFT STATION	26.54
	PUD	ACCT #202011813	PUMPING PLANT	26.58
	PUD	ACCT #202794657	TRANSPORTATION	38.34
	PUD	ACCT #200448801	TRANSPORTATION	42.49
	PUD	ACCT #203500020	STREET LIGHTING	46.39
	PUD	ACCT #222664310	TRANSPORTATION	59.01
	PUD	ACCT #202303301	SEWER LIFT STATION	59.93
	PUD	ACCT #202288585	TRANSPORTATION	61.22
	PUD	ACCT #222664740tem 3 - 7	TRANSPORTATION	61.28

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/26/2021 TO 5/26/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148484	PUD	ACCT #221115934	MAINT OF GENL PLANT	62.84
	PUD	ACCT #220681340	STORM DRAINAGE	82.09
	PUD	ACCT #202524690	PUMPING PLANT	89.29
	PUD	ACCT #200479541	COMMUNITY CENTER	90.52
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	91.38
	PUD	ACCT #222663973	TRANSPORTATION	95.08
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	106.09
	PUD	ACCT #201628880	WASTE WATER TREATMENT	114.44
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	119.76
	PUD	PUD FEES DEERING WILDFLOWER ACRES	PARK & RECREATION FAC	130.95
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	158.95
	PUD	ACCT #222025900	PUMPING PLANT	184.07
	PUD	ACCT #200223857	PARK & RECREATION FAC	197.92
	PUD	ACCT #201587284	WASTE WATER TREATMENT	410.32
	PUD	ACCT #201675634	WASTE WATER TREATMENT	425.50
	PUD	ACCT #220824148	WASTE WATER TREATMENT	529.91
	PUD	ACCT #202177333	MAINT OF GENL PLANT	687.49
	PUD	ACCT #201617479	CITY HALL	1,119.93
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,151.58
	PUD	ACCT #201147253	PUMPING PLANT	1,197.52
	PUD	ACCT #200021871	COURT FACILITIES	1,226.24
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,260.53
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,317.29
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	2,923.36
	PUD	ACCT #201577921	PUMPING PLANT	4,866.57
	PUD	ACCT #201721180	WASTE WATER TREATMENT	21,723.83
148485	QUIET ZONE TECHNOLOGY	FORMS	GMA - STREET	14,270.00
148486	RH2 ENGINEERING INC	PROFESSIONAL SERVICE TO 5/2/21	SOURCE OF SUPPLY	97.38
	RH2 ENGINEERING INC		WATER DIST MAINS	179.12
	RH2 ENGINEERING INC	PROFESSIONAL SERVICE TO 3/28/21	WATER RESERVOIRS	1,906.64
	RH2 ENGINEERING INC		WATER DIST MAINS	3,677.60
	RH2 ENGINEERING INC	PROFESSIONAL SERVICE TO 5/2/21	WATER RESERVOIRS	10,156.14
148487	ROCCO, JEFF	CREDIT FOR MUSICAL PERFORMANCE	GENERAL FUND	250.00
148488	ROMAINE ELECTRIC	ALTERNATOR ASSY #M008	EQUIPMENT RENTAL	193.95
148489	ROY ROBINSON	SWAY BAR END LINK	EQUIPMENT RENTAL	165.64
	ROY ROBINSON	STARTER ASSY FOR INVENTORY	ER&R	203.13
	ROY ROBINSON	LAVER CONTROLLER ARM	ER&R	673.65
148490	SCORE	SCORE HOUSING APRIL	DETENTION & CORRECTION	1,660.00
148491	SHACKLETON, CORI	SUPPLIES	POLICE INVESTIGATION	24.04
148492	SIEMENS INDUSTRY, IN	MANUAL SIEMENS HYDRO RANGER	SUNNYSIDE FILTRATION	215.87
	SIEMENS INDUSTRY, IN		PUMPING PLANT	215.87
	SIEMENS INDUSTRY, IN	MANUAL SIEMENS SITRANS UT400	WASTE WATER TREATMENT	229.53
	SIEMENS INDUSTRY, IN		PUMPING PLANT	229.53
148493	SNO CO PLAN & DEV	2021 SCT DUES	PLANNING & COMMUNITY DEV	13,539.00
148494	SNO CO TREASURER	SNO CTY JAIL APRIL HOUSING	DETENTION & CORRECTION	72,023.29
148495	SONSRAY MACHINERY	CUTTING RACK FOR VEHICLE H010	EQUIPMENT RENTAL	221.97
148496	SOUND SAFETY	BOOTS FOR SANITATION	SOLID WASTE OPERATIONS	122.29
	SOUND SAFETY	MASKS	DETENTION & CORRECTION	125.42
	SOUND SAFETY	JEANS AND SHORTS FOR SANITATION	SOLID WASTE OPERATIONS	247.36
148497	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	85.70
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	85.70
148498	SUN BADGE CO	BADGES	GENERAL FUND	-105.03
	SUN BADGE CO		POLICE PATROL	1,234.38
148499	SUSON, MARIO	INTERPRETER SERVICE - TAGALOG	COURTS	100.00
148500	THOMPSON, BRIAN	UB REFUND	GARBAGE	64.94
148501	THYSSENKRUPP ELEVATOR	PLATINUM MAINTENANCE 05/01-05/31/21	CITY HALL	335.50
	THYSSENKRUPP ELEVATOR		PUBLIC SAFETY BLDG	335.50
148502	TORRES, MATTHEW & VA	UB REFUND	WATER/SEWER OPERATION	271.89

**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>
148503	UNIT PROCESS COMPANY	SIEMENS ECHO MAX XRS-5	WASTE WATER TREATMENT	640.50
148504	UNITED PARCEL SERVICE	SHIPPING	POLICE INVESTIGATION	69.45
148505	WALLER, CHAD & ELIZA	UB REFUND	WATER/SEWER OPERATION	582.28
148506	WASTE MANAGEMENT	WASTE MANAGEMENT SERVICES	DETENTION & CORRECTION	145.39
148507	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	207.39
148508	WATTS, TIMOTHY	CPL REFUND	GENL FUND N/BUS LIC &	4.00
	WATTS, TIMOTHY		POLICE-GENL GOVMNT	5.00
	WATTS, TIMOTHY		GENERAL FUND	13.25
	WATTS, TIMOTHY		POLICE-SECURITY	14.00
	WATTS, TIMOTHY		GENERAL FUND	18.00
148509	WAVEDIVISION HOLDING	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	39,203.57
148510	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	237.33

WARRANT TOTAL: 3,057,662.64

LESS VOIDED CHECK 139883 AND 148289 CHECKS LOST/DAMAGED (329.81)

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$3,057,332.83

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the June 2, 2021 claims in the amount of \$2,448,109.61 paid by EFT transactions and Check No.'s 148511 through 148654.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,448,109.61 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148511 THROUGH 148654** THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF JUNE 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148511	JPMORGAN CHASE BANK	LTGO20B - COURTHOUSE REFUNDING	INTEREST & OTHER	43,200.00
148512	US BANK	MARLTGO18-STREETS	INTEREST & OTHER	221,509.38
148513	US BANK	MARLTGO18B-CIVIC CAMPUS	INTEREST & OTHER	782,000.00
148514	US BANK	MARLTGO20A-CIVIC CAMPUS	INTEREST & OTHER	187,750.00
148515	US BANK	MARLTGO13-WATERFRONT STATE- 156TH	INTEREST & OTHER	8,745.00
	US BANK		INTEREST & OTHER	17,755.00
	US BANK		INTEREST & OTHER	26,500.00
	US BANK		INTEREST & OTHER	112,625.00
148516	US BANK	MARLTGOREF16	INTEREST & OTHER	36,100.00
148517	US BANK	MARLTGO07T	GOLF DEBT SERVICE	5,118.75
148518	US BANK	MARLID7114	INTEREST & OTHER DEBT	105,410.00
	US BANK		REDEMPTION LONG TERM	325,000.00
148519	*AL'S TRUCK*	ADJUSTABLE WRENCH	PARK & RECREATION FAC	76.31
	AL'S TRUCK	BASE MAGNET, HOOK SLIP, EYE BOLT	WATER SUPPLY MAINS	99.51
148520	ABC LEGAL SERVICES	PROCESS SERVICE FEE MORENO	GMA - STREET	892.00
148521	ALLEN, PHYLLIS M	UB REFUND - 9231 47TH DR NE-DIEDRICH	WATER/SEWER OPERATION	144.77
148522	ALPINE PRODUCTS INC	QUICK JOINT SEAL TAPE	ROADWAY MAINTENANCE	839.69
148523	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	5.45
	AMAZON CAPITAL	FINANCE WELLNESS EVENT PRIZE	MEDICAL CLAIMS	25.96
	AMAZON CAPITAL	SURFACE SCREEN PROTECTORS	IS REPLACEMENT ACCOUNTS	39.33
	AMAZON CAPITAL	KN95 FACE MASK	PUBLIC HEALTH EXPENSE	49.99
	AMAZON CAPITAL	SAFETY HELMET, FACE SHIELD, PENS	ROADSIDE VEGETATION	77.54
	AMAZON CAPITAL	UDAP-7.9OZ BEAR SPRAY	WATER SERVICES	126.24
	AMAZON CAPITAL	SURFACE CASES AND PENS	IS REPLACEMENT ACCOUNTS	379.64
148524	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	5.16
	ARAMARK UNIFORM		EQUIPMENT RENTAL	60.12
148525	AWWA	2021 WW SHORT SCHOOL - GUENZLER	UTIL ADMIN	240.00
148526	BANK OF AMERICA	SUPPLIES	GENERAL FUND	-8.51
	BANK OF AMERICA		COMMUNITY	99.99
148527	BICKFORD FORD	PARKING BREAK RELEASE HANDLE	EQUIPMENT RENTAL	27.99
148528	BLUETARP FINANCIAL	REGULATOR FOR HERBILIDE TANK	WATER RESERVOIRS	209.00
148529	BOTESCH, NASH & HALL	ADMIN, COMMUNICATION, SECURITY	CAPITAL EXPENDITURES	24,104.76
148530	CAMPOS, ERICA & SALV	UB REFUND	WATER/SEWER OPERATION	163.69
148531	CC EDWARDS CONST	HYDRANT METER DEPOSIT/USAGE FEES	WATER-UTILITIES/ENVIRONME	-679.30
	CC EDWARDS CONST		WATER/SEWER OPERATION	1,150.00
148532	CENTRAL WELDING SUPP	CLASS 2 YELLOW SHIRTS	ER&R	1,241.64
148533	CLEAN HARBORS ENV	TACK WASTE PICK UP	ROADWAY MAINTENANCE	389.55
148534	COASTAL FARM & HOME	UNIFORM - EAY	UTIL ADMIN	366.80
	COASTAL FARM & HOME	ROW MOWING SUPPLIES	ROADSIDE VEGETATION	448.01
148535	COMMERCIAL FIRE	SPARE SPRINKLER SIGNAGE	WATER FILTRATION PLANT	81.90
	COMMERCIAL FIRE	PREACTION SYSTEM TRIPPED - CITY HALL	CITY HALL	369.65
148536	COOP SUPPLY	TIDE, PATATO HOOK, CULTIVATOR	WASTE WATER TREATMENT	161.90
148537	CORE & MAIN LP	VALVE, BOLT KIT, RESETTERS	WATER DIST MAINS	814.22
	CORE & MAIN LP	HYDRANT, MJ RESTRAINER, STORZ	HYDRANTS	3,084.95
148538	CORNERSTONE HOMES NW	UB REFUND - 6013 41ST ST NE 98270	GARBAGE	77.36
148539	COUNTRY GREEN TURF	GRASS SEEDS - RESTORATION	WATER DIST MAINS	294.73
148540	DAILY JOURNAL OF COM	CURBSIDE RECYCLABLES	RECYCLING OPERATION	139.65
	DAILY JOURNAL OF COM	SCHAEFER CARTS	SOLID WASTE OPERATIONS	451.50
148541	DMH INDUSTRIAL	INSPECTION-SURFACE AERATOR MOTOR	WASTE WATER TREATMENT	241.56
	DMH INDUSTRIAL	15 HP MOTOR FOR AERATORS	WASTE WATER TREATMENT	5,402.16
148542	DRUBE, DEREK	UB REFUND	WATER/SEWER OPERATION	391.07
148543	DUNLAP INDUSTRIAL	HUSKY LINE	STORM DRAINAGE	39.81
148544	E&E LUMBER	SILVER BINDER BAR	OPERA HOUSE	7.65
	E&E LUMBER	1X2 PRIMED MDF S4S	OPERA HOUSE	8.66
	E&E LUMBER	FASTNERS, WIRE PORE CLIP, EYE BOLTS	UTIL ADMIN	17.65
	E&E LUMBER	ACCENT PASSAGE LEVER, ARM HANGER	MAINT OF GENL PLANT	17.81
	E&E LUMBER	INSECT KILLER	COURT FACILITIES	20.21
	E&E LUMBER	FASTENERS, HEAVY DUTY BREL BOLT	MAINT OF GENL PLANT	25.81

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148544	E&E LUMBER	PABCO 3-TAB TAHOMA BLACK	PARK & RECREATION FAC	32.74
	E&E LUMBER	ACCENT PASSAGE LEVER, ARM HANGER	UTIL ADMIN	33.57
	E&E LUMBER	RATCHET, CABLE TIES	PARK & RECREATION FAC	38.28
	E&E LUMBER	ELECTRICAL TAPE, DIMMER, SCREWS	PARK & RECREATION FAC	49.81
	E&E LUMBER	PADLOCK, KEYS FOR HERBICIDE SHED	WATER DIST MAINS	52.85
	E&E LUMBER	HAMMER BIT	ROADWAY MAINTENANCE	54.54
	E&E LUMBER	PAIL, DUCT/CAUTION TAPE, PLIERS, CABLE	PARK & RECREATION FAC	96.46
	E&E LUMBER	PLYWOOD FOR PSB POLICE TRAINING	PUBLIC SAFETY BLDG	213.55
148545	EAGLE FENCE	GATE REPAIR AT PSB#17	PUBLIC SAFETY BLDG	120.23
	EAGLE FENCE	FENCE REPAIR - 108TH ST & 51ST AVE	ROADSIDE VEGETATION	1,260.32
	EAGLE FENCE	48" BLACK CHAIN LINK FENCE	ROADSIDE VEGETATION	3,409.66
148546	EDGE ANALYTICAL	ANALYSIS FOR HEXAVALENT CHROMIUM	WASTE WATER TREATMENT	97.00
148547	ERAL, MARK R	UB REFUND	WATER/SEWER OPERATION	65.00
148548	EVERETT OFFICE	PEDESTAL DESKS FOR PSB #17	OFFICE OPERATIONS	830.68
148549	EWING IRRIGATION	WEED CONTROL WWTP/LIFT STATION	WASTE WATER TREATMENT	546.45
	EWING IRRIGATION	HERBICIDE	ROADSIDE VEGETATION	1,639.35
148550	FASTENAL COMPANY	SECURITY BITS	PARK & RECREATION FAC	30.60
	FASTENAL COMPANY	DRILL BITS, CAP SCREWS	PARK & RECREATION FAC	636.49
148551	FBI/LEEDA	TRAINING LAMOUREUX	POLICE TRAINING-FIREARMS	695.00
148552	FEI	1000 GAL AMR REPLACEMENT METER	WATER SERVICES	3,062.52
148553	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
148554	FERRELLGAS	RENTAL PROPANE TANK	TRAFFIC CONTROL DEVICES	43.17
	FERRELLGAS		ROADWAY MAINTENANCE	43.18
	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	87.87
	FERRELLGAS		TRAFFIC CONTROL DEVICES	87.88
148555	FINISHING EDGE	CURB, GUTTER, SIDEWALK REPAIR	SIDEWALK MAINTENANCE	11,960.00
148556	FIRE PROTECTION INC	ANNUAL SECURITY ALARM MONITORING	MAINT OF GENL PLANT	262.32
148557	FIRESTONE	4 BRIDGESTONE TIRES J021	EQUIPMENT RENTAL	624.78
	FIRESTONE	BRIDGESTONE REVO 3 TIRES #V033	EQUIPMENT RENTAL	720.70
148558	FIRSTLINE BUSINESS	SOFTWARE SUPPORT FOR IRECORD	POLICE INVESTIGATION	1,038.35
148559	GALLS, LLC	CREDIT - LAWLESS	POLICE ADMINISTRATION	-47.56
	GALLS, LLC	UNIFORM - ADAMS	POLICE PATROL	87.39
	GALLS, LLC	UNIFORM - LAWLESS	POLICE ADMINISTRATION	130.16
148560	GENERAL EQUIPMENT	SCHAEFER CARTS, 20-GAL INSERTS	SOLID WASTE OPERATIONS	8,340.96
	GENERAL EQUIPMENT		SOLID WASTE OPERATIONS	12,145.96
148561	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT V031	EQUIPMENT RENTAL	333.37
148562	GEOTEST SERVICES INC	PAYMENT APPLICATION #15	CAPITAL EXPENDITURES	11,356.00
148563	GOVCONNECTION INC	ADDITIONAL TAX ON INVOICE 70007973	COMPUTER SERVICES	14.77
	GOVCONNECTION INC	ADDITIONAL TAX ON INVOICE 70D15945	COMPUTER SERVICES	25.38
	GOVCONNECTION INC	CELL PHONE OTTER BOXES	IS REPLACEMENT ACCOUNTS	316.59
148564	GRAINGER	BALL VALVE CPVC	WASTE WATER TREATMENT	766.30
148565	GRANITE CONST	ASPHALT	WATER DIST MAINS	207.52
	GRANITE CONST		ROADWAY MAINTENANCE	335.99
	GRANITE CONST		NON-DEPARTMENTAL	11,500.02
148566	GRIFFEN, CHRIS	PROFESSIONAL SERVICE - PUBLIC DEFENDER	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
148567	GUNDERSON, JARL	LEOFF 1 PREMIUM REIMBURSEMENT	POLICE ADMINISTRATION	399.00
148568	HACH COMPANY	REPAIR HACH SOLITAX PROBES SENSORS	WASTE WATER TREATMENT	3,423.27
148569	HARBOR FREIGHT TOOLS	TOOLBOX, WRENCH, HAMMER, PADLOCKS	SOURCE OF SUPPLY	45.32
	HARBOR FREIGHT TOOLS	SUMMER MOWING MISC TOOLS	ROADSIDE VEGETATION	133.66
148570	HD FOWLER COMPANY	CREDIT - RETURN #RA419963	WATER CAPITAL PROJECTS	-353.59
	HD FOWLER COMPANY	ADJUSTMENT - WEDGE ACTION MJ KITS	WATER CAPITAL PROJECTS	-28.46

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148570	HD FOWLER COMPANY	PLUNGE, REPAIR KIT FOR SAMPLE STATION	WATER DIST MAINS	64.03
	HD FOWLER COMPANY	12 WEDGE ACTION MJ KITS	WATER CAPITAL PROJECTS	698.43
	HD FOWLER COMPANY	12-STORZ ADAPTERS, 10-WEDGE MJ ACTION	WATER CAPITAL PROJECTS	2,282.42
	HD FOWLER COMPANY	HYDRANTS	WATER CAPITAL PROJECTS	20,939.76
148571	HOME DEPOT USA	DEGREASER	ER&R	56.74
	HOME DEPOT USA	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	70.56
	HOME DEPOT USA	LUBRICANT, SCRUBBING WIPES	ER&R	108.53
	HOME DEPOT USA	PAINT, TRAY SET FOR OPERA HOUSE	OPERA HOUSE	169.63
	HOME DEPOT USA	JANITORIAL SUPPLIES	COURT FACILITIES	205.59
	HOME DEPOT USA		UTIL ADMIN	275.43
	HOME DEPOT USA	CONTRACTOR BAGS	ER&R	337.72
	HOME DEPOT USA	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	356.77
	HOME DEPOT USA		PARK & RECREATION FAC	370.13
	HOME DEPOT USA		CITY HALL	444.63
	HOME DEPOT USA	BAGS, DEGREASER, WIRE BRUSH	ER&R	498.62
	HOME DEPOT USA	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG	535.13
	HOME DEPOT USA		SOLID WASTE OPERATIONS	569.99
148572	HUBER TECHNOLOGY	NEW MOTOR 5HP AND 2HP	WASTE WATER TREATMENT	5,277.27
148573	ICONIX WATERWORKS	TRUMBULL METER WRENCH	ER&R	619.99
148574	J. THAYER COMPANY	PEV REFILLS	PURCHASING/CENTRAL	3.17
	J. THAYER COMPANY	HP30X INK CARTRIDGE	PURCHASING/CENTRAL	109.84
148575	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICE THROUGH 4/30/21	NON-DEPARTMENTAL	3,446.25
148576	KIPLINGER WA EDITORS	2021 SUBSCRIPTION	FINANCE-GENL	108.21
148577	KITSAP TRACTOR	MIRROR KIT FOR #W019	SMALL ENGINE SHOP	93.34
	KITSAP TRACTOR	KUB K3271-562000 FOR STREETS	SMALL ENGINE SHOP	216.51
148578	KPG, INC PS	PROFESSIONAL SERVICES THROUGH 4/25/21	GMA - STREET	1,699.83
148579	KUKER-RANKEN	LAND SURVEY SUPPLIES	ENGR-GENL	590.41
148580	LAKESIDE INDUSTRIES	EZ STREET	WATER DIST MAINS	1,080.23
148581	LES SCHWAB TIRE CTR	DEEP TRACTION AXLE TIRE	ER&R	506.50
	LES SCHWAB TIRE CTR	STEER AXLE TIRE	EQUIPMENT RENTAL	1,646.73
148582	LOWES HIW INC	ADAPTOR	PUMPING PLANT	4.35
	LOWES HIW INC	WINDOW LOCK	OPERA HOUSE	9.27
	LOWES HIW INC	GORILLA TAPE, SILVER TAPE	SOURCE OF SUPPLY	116.35
	LOWES HIW INC	SMALL TOOLS	FACILITY MAINTENANCE	184.56
148583	MARYSVILLE PRINTING	3 PART NCR WITH WRAP	STORM DRAINAGE	254.12
	MARYSVILLE PRINTING		SEWER MAIN COLLECTION	254.13
	MARYSVILLE PRINTING	3 PART NUMBERED PURCHASE ORDERS	EQUIPMENT RENTAL	508.25
148584	MATIA CONTRACTORS	HYDRANT METER DEPOSIT	WATER/SEWER OPERATION	1,200.00
148585	MCLOUGHLIN & EARDLEY	SANTA CRUZ TACTICAL GUN LOCK	ER&R	893.46
148586	MELDER JR, FRANK S	UB REFUND	WATER/SEWER OPERATION	77.03
148587	MOTOR TRUCKS	CREDIT - ME172118 ELECTRIC COOLANT	ER&R	-234.99
	MOTOR TRUCKS	CASE OF DELO COOLANT - SANITATION	SOLID WASTE OPERATIONS	77.97
	MOTOR TRUCKS	FLEETGUARD CRANKCASE FILTER	ER&R	232.56
	MOTOR TRUCKS	ELECTRIC COOLANT	ER&R	233.92
	MOTOR TRUCKS		ER&R	234.99
148588	MUTUAL OF ENUMCLAW	CLAIM FOR DAMAGES - HERRICK	RISK MANAGEMENT	2,597.93
148589	NAPA AUTO PARTS	FHP POWERATED BELT, UTILITY PLATE	SMALL ENGINE SHOP	13.74
	NAPA AUTO PARTS	HOOD LIFT SUPPORT	EQUIPMENT RENTAL	45.53
	NAPA AUTO PARTS	PLATINUM FILTER KIT	EQUIPMENT RENTAL	57.23
	NAPA AUTO PARTS	WIPER BLADES, OIL FILTER	ER&R	181.50
148590	NATIONAL BARRICADE	DIRECTIONAL SIGN	GMA-PARKS	159.99
	NATIONAL BARRICADE	DIRECTIONAL SIGNS	GMA-PARKS	419.92
148591	NORTH SOUND HOSE	PVC SUCTION HOSE, ALUMINUM SLEEVE	WATER DIST MAINS	727.26
148592	NORTHWEST FLUID	COMPACT THERMAL FLOW SENSOR	WATER/SEWER OPERATION	-57.50
	NORTHWEST FLUID		WASTE WATER TREATMENT	675.74
148593	NURNBERG SCIENTIFIC	PH7 PREPHECT ELECTRO BUFF	WATER QUAL TREATMENT	388.02
	NURNBERG SCIENTIFIC	PH4 BUFFER PACKET	WATER QUAL TREATMENT	389.11
	NURNBERG SCIENTIFIC	PH10 PREPHECT ELECTRO BUFF	WATER QUAL TREATMENT	390.21

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148594	NWD OFF-ROAD	R&R ENGINE, VALVE/OIL GASKET	EQUIPMENT RENTAL	2,313.17
148595	OFFICE DEPOT	OFFICE SUPPLIES	SEWER LIFT STATION	8.41
	OFFICE DEPOT		POLICE PATROL	11.78
	OFFICE DEPOT		SEWER LIFT STATION	47.29
	OFFICE DEPOT		STORM DRAINAGE	65.75
	OFFICE DEPOT		ENGR-GENL	80.76
	OFFICE DEPOT		POLICE PATROL	138.08
	OFFICE DEPOT		POLICE PATROL	138.08
	OFFICE DEPOT		POLICE PATROL	166.89
	OFFICE DEPOT		POLICE PATROL	199.54
148596	OREILLY AUTO PARTS	SPICER U JOINT FOR #J003	EQUIPMENT RENTAL	66.78
148597	OROZCO, DUSTIN & COR	UB REFUND	WATER/SEWER OPERATION	52.32
148598	PAC-VAN INC.	STORAGE CONTAINER RENTAL 5/12-6/8/21	PARK & RECREATION FAC	110.67
148599	PACIFIC GOLF & TURF	WHEEL KIT, WHEELS, AXLE	SMALL ENGINE SHOP	935.24
148600	PACIFIC POWER BATTER	BATTERIES	UTIL ADMIN	19.67
	PACIFIC POWER BATTER	BLACK WELDING CABLE FOR #H012	EQUIPMENT RENTAL	170.07
148601	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
148602	PARR LUMBER CO	ENGINEERING SUPPLIES	ENGR-GENL	66.74
148603	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	178.00
	PGC INTERBAY LLC		PRO-SHOP	210.00
	PGC INTERBAY LLC		PRO-SHOP	213.06
	PGC INTERBAY LLC		MAINTENANCE	1,641.68
	PGC INTERBAY LLC		MAINTENANCE	1,843.09
	PGC INTERBAY LLC		MAINTENANCE	2,015.57
	PGC INTERBAY LLC		PRO-SHOP	2,456.52
	PGC INTERBAY LLC		MAINTENANCE	2,589.18
	PGC INTERBAY LLC		GOLF COURSE	7,898.01
	PGC INTERBAY LLC		MAINTENANCE	7,924.25
	PGC INTERBAY LLC	GOLF COURSE PROSHOP/MAINTENANCE	MAINTENANCE	11,514.90
	PGC INTERBAY LLC		PRO-SHOP	12,971.14
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	13,983.85
148604	PILCHUCK RENTALS	UNIVERSAL SHOULDER HARNESS	ROADSIDE VEGETATION	76.50
	PILCHUCK RENTALS	OSCILLATING SANDER, SANDPAPER, PADS	OPERA HOUSE	125.80
	PILCHUCK RENTALS	DIAMOND LINE	STORM DRAINAGE	141.98
	PILCHUCK RENTALS	BACKPACK BLOWER	ROADSIDE VEGETATION	163.94
	PILCHUCK RENTALS		PARK & RECREATION FAC	163.95
	PILCHUCK RENTALS		WATER RESERVOIRS	163.95
	PILCHUCK RENTALS	GRASS TRIMMER, SAW, SHAFT EXTENSION	STORM DRAINAGE	204.92
	PILCHUCK RENTALS	SHREDDER BLADE FOR WEED EATERS	SEWER MAIN COLLECTION	204.92
	PILCHUCK RENTALS	KOMB POWERHEAD, BAR OIL, PRUNER SET	SMALL ENGINE SHOP	213.11
	PILCHUCK RENTALS		STORM DRAINAGE	241.75
	PILCHUCK RENTALS		SEWER MAIN COLLECTION	241.75
	PILCHUCK RENTALS	YANMAR EXCAVATOR RENTAL	SIDEWALK MAINTENANCE	1,552.06
148605	PLATT ELECTRIC	AIR FILTER, WIRE, CONDUIT AND FITTINGS	WASTE WATER TREATMENT	70.55
	PLATT ELECTRIC	WIRE, FLEY, TAPE	SOURCE OF SUPPLY	191.69
	PLATT ELECTRIC		WASTE WATER TREATMENT	191.70
	PLATT ELECTRIC	AIR FILTER, WIRE, CONDUIT AND FITTINGS	WASTE WATER TREATMENT	819.90
148606	POLLARDWATER	MORO GATE VALVE	WATER DIST MAINS	164.14
	POLLARDWATER	PPWC134-FOOD GRADE ANTI SEIZE BRUSH	HYDRANTS	262.37
148607	POTTERY NOOK, THE	INSTRUCTOR SERVICE	RECREATION SERVICES	30.00
148608	PREMIER GOLF CENTERS	MANAGEMENT SERVICE-GOLF/JUNE 2021	GOLF ADMINISTRATION	9,016.15
148609	PRICE, KATHLEEN	UB REFUND	WATER/SEWER OPERATION	171.65
148610	PROFORCE LAW ENFORC	AMMO TRAINING	POLICE TRAINING-FIREARMS	2,483.30
148611	PUD	ACCT #205136245	SEWER LIFT STATION	13.78
	PUD	ACCT #202461034	UTIL ADMIN	14.04
	PUD	ACCT #202031134	PUMPING PLANT	16.60
	PUD	ACCT #222871949tem 4 - 6	PARK & RECREATION FAC	17.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148611	PUD	ACCT #201672136	SEWER LIFT STATION	19.52
	PUD	ACCT #202012589	PARK & RECREATION FAC	22.38
	PUD	ACCT #202476438	SEWER LIFT STATION	26.04
	PUD	ACCT #201610185	TRANSPORTATION	27.49
	PUD	ACCT #201668043	PARK & RECREATION FAC	27.88
	PUD	ACCT #202178158	SEWER LIFT STATION	29.31
	PUD	ACCT #202499489	COMMUNITY EVENTS	30.65
	PUD	ACCT #200650745	TRANSPORTATION	31.21
	PUD	ACCT #202694337	TRANSPORTATION	34.52
	PUD	ACCT #201670890	TRANSPORTATION	36.32
	PUD	ACCT #202140489	TRANSPORTATION	39.55
	PUD	ACCT #203005160	STREET LIGHTING	40.69
	PUD	ACCT #203430897	STREET LIGHTING	45.60
	PUD	ACCT #220792733	STREET LIGHTING	45.84
	PUD	ACCT #202368544	TRANSPORTATION	48.66
	PUD	ACCT #200571842	TRANSPORTATION	48.76
	PUD	ACCT #203199732	TRANSPORTATION	49.05
	PUD	ACCT #202368551	PARK & RECREATION FAC	50.56
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	53.71
	PUD	ACCT #200827277	TRANSPORTATION	54.46
	PUD	ACCT #202143111	TRANSPORTATION	62.24
	PUD	ACCT #202557450	STREET LIGHTING	66.44
	PUD	ACCT #200790061	PARK & RECREATION FAC	67.19
	PUD	ACCT # 222772634	TRANSPORTATION	73.87
	PUD	ACCT #202000329	PARK & RECREATION FAC	77.52
	PUD	ACCT #220761803	OPERA HOUSE	81.03
	PUD	ACCT #203231006	TRANSPORTATION	84.96
	PUD	ACCT #200084036	TRANSPORTATION	87.01
	PUD	ACCT #202463543	SEWER LIFT STATION	98.61
	PUD	ACCT #200625382	SEWER LIFT STATION	101.13
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	126.34
	PUD	ACCT #203223458	PARK & RECREATION FAC	134.10
	PUD	ACCT #201021698	PARK & RECREATION FAC	134.14
	PUD	ACCT #220761175	OPERA HOUSE	157.67
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	192.10
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	198.17
	PUD	ACCT #201247699	STREET LIGHTING	212.69
	PUD	ACCT #201065281	PARK & RECREATION FAC	221.79
	PUD	ACCT #200070449	TRANSPORTATION	232.83
	PUD	ACCT #201021607	PARK & RECREATION FAC	246.52
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	255.03
	PUD	ACCT #202689287	WASTE WATER TREATMENT	610.98
	PUD	ACCT #200586485	SEWER LIFT STATION	863.94
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,173.82
	PUD	ACCT #201420635	WASTE WATER TREATMENT	8,275.88
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,832.52
148612	PUGET SOUND SECURITY	KEY	POLICE PATROL	2.90
148613	RAY, RICHARD & LESLI	UB REFUND	WATER/SEWER OPERATION	294.96
148614	REMSEN, SARA & DUSTI		WATER/SEWER OPERATION	10.09
148615	RICHARD WISCHMANN		WATER/SEWER OPERATION	271.14
148616	RIFFEL, DENNIS		WATER/SEWER OPERATION	171.12
148617	SCHEFFLER, CHRISTINE		WATER/SEWER OPERATION	10.92
148618	SELECTIVE TREE	CUT/TREAT NON GROWTH TREE STUMPS	WASTE WATER TREATMENT	2,794.93
	SELECTIVE TREE	CUT/TREAT NON GROWTH TREE STUMP	WASTE WATER TREATMENT	3,493.67
	SELECTIVE TREE		SEWER MAIN COLLECTION	8,197.50
148619	SHERWIN WILLIAMS	PAINT AND ROLLERS	OPERA HOUSE	66.62
	SHERWIN WILLIAMS	PAINT AND RECYCLING FEE	OPERA HOUSE	200.06
148620	SHI INTERNATIONAL	NASPO SOFTWARE USER	POLICE ADMINISTRATION	101.66

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148620	SHI INTERNATIONAL	NASPO SOFTWARE USER	COMMUNITY	101.66
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	101.66
	SHI INTERNATIONAL		EMBEDDED SOCIAL WORKER	101.66
	SHI INTERNATIONAL		WASTE WATER TREATMENT	101.66
	SHI INTERNATIONAL		LEGAL - PROSECUTION	101.66
	SHI INTERNATIONAL		CUSTODIAL SERVICES	101.66
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	101.66
	SHI INTERNATIONAL		POLICE PATROL	101.66
	SHI INTERNATIONAL		DETENTION & CORRECTION	101.66
	SHI INTERNATIONAL		EXECUTIVE ADMIN	101.66
	SHI INTERNATIONAL		MUNICIPAL COURTS	101.66
	SHI INTERNATIONAL		FINANCE-GENL	101.66
	SHI INTERNATIONAL		FACILITY MAINTENANCE	101.66
	SHI INTERNATIONAL		MUNICIPAL COURTS	101.66
	SHI INTERNATIONAL		ENGR-GENL	101.66
	SHI INTERNATIONAL		OFFICE OPERATIONS	101.66
	SHI INTERNATIONAL		UTIL ADMIN	101.66
	SHI INTERNATIONAL		POLICE PATROL	101.66
	SHI INTERNATIONAL		POLICE INVESTIGATION	101.66
	SHI INTERNATIONAL		WASTE WATER TREATMENT	101.66
	SHI INTERNATIONAL		TRANSPORTATION	152.91
	SHI INTERNATIONAL		IS REPLACEMENT ACCOUNTS	179.94
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	408.98
	SHI INTERNATIONAL		ENGR-GENL	408.98
	SHI INTERNATIONAL		WASTE WATER TREATMENT	408.98
	SHI INTERNATIONAL		OFFICE OPERATIONS	408.98
	SHI INTERNATIONAL		LEGAL - PROSECUTION	408.98
	SHI INTERNATIONAL		METER READING	408.98
	SHI INTERNATIONAL		METER READING	408.98
	SHI INTERNATIONAL		TRANSPORTATION	408.98
	SHI INTERNATIONAL		COMMUNITY	408.98
	SHI INTERNATIONAL		DEVELOPMENT SERVICES	408.98
	SHI INTERNATIONAL		UTIL ADMIN	408.98
	SHI INTERNATIONAL		POLICE PATROL	408.98
148621	SHRED-IT US	MONTHLY SERVICES FOR APRIL 2021	PERSONNEL ADMINISTRATION	4.56
148622	SISKUN POWER EQUIPMENT	#5 155 OREGON STINGS	STORM DRAINAGE	87.82
148623	SMITH AND LOVELESS	SHADE AIDE ASSEMBLY KIT	SEWER LIFT STATION	653.68
148624	SNO CO TREASURER	INMATE MEDICAL SCJ APRIL	DETENTION & CORRECTION	10,796.02
148625	SNO HEALTH DISTRICT	PERMIT RENEWAL FOR PR0005296/5340/PILES	STORM DRAINAGE	3,703.00
148626	SOLINST CANADA LTD	O-RING SET, SPLICE ASSMLY, TAPE SEAL	WATER/SEWER OPERATION	-17.94
	SOLINST CANADA LTD		SOURCE OF SUPPLY	210.81
148627	SONSRAY MACHINERY	SCREEN FILTERS	ROADWAY MAINTENANCE	53.45
	SONSRAY MACHINERY	REPLACED OIL PRESSURE GAUGE	EQUIPMENT RENTAL	1,004.44
148628	SOUND SAFETY	UNIFORM - NORSEBY	FACILITY MAINTENANCE	77.91
148629	SPRINGBROOK NURSERY	SUPER SOLO TRUCK TIME	ROADWAY MAINTENANCE	1,312.50
148630	STAPLES	LOGITECH WIRELESS WEBCAM	TRANSPORTATION	27.20
	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	63.84
	STAPLES	LOGITECH WIRELESS WEBCAM	TRANSPORTATION	106.01
148631	STATE PATROL	MEALS/LODGING/TRAINING	PRO ACT TEAM	249.00
	STATE PATROL		POLICE TRAINING-FIREARMS	1,576.28
148632	STEWART, NANCY	UB REFUND	WATER/SEWER OPERATION	224.70
148633	SUNNYSIDE NURSERY	RHOD ROCKET	PARK & RECREATION FAC	71.03
148634	SUPERIOR RESTROOMS	CLEAN RESTROOM 100TH & 67TH	WATER DIST MAINS	213.15
148635	SWEARENGIN, ROBERT	LEOFF 1 - EYE PROCEDURE REIMB.	POLICE ADMINISTRATION	80.00
148636	SYSTEME HUNTINGDON	MARYSVILLE MURAL	CAPITAL EXPENDITURES	23,739.35
148637	TACOMA SCREW PRODUCT	RIVETER, ALUM/STEEL RIVETS	SOLID WASTE OPERATIONS	312.52
148638	TAURUS POWER	UFD INSPECTION AND MILEAGE	WASTE WATER TREATMENT	2,360.88
148639	TOFTDAHL, AARON	UB REFUND	WATER/SEWER OPERATION	54.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/2/2021 TO 6/2/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148640	TRUE NORTH EQUIPMENT	RUBBER PADS/SPACER-FLEET INVENTORY	ER&R	44.77
	TRUE NORTH EQUIPMENT	RUBBER PADS-FLEET INVENTORY	ER&R	70.63
148641	UNIT PROCESS COMPANY	SITRANS LR150 RADAR LEVEL TRANSMITTER	WASTE WATER TREATMENT	1,146.56
148642	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION APRIL 2021	UTILITY LOCATING	1,004.08
148643	VANDERWALKER,M	THUMBDRIVE	OFFICE OPERATIONS	76.50
148644	VINARAO, ALVIN & JEN	UB REFUND - 11910 58TH DR NE-RENOLLET	WATER/SEWER OPERATION	194.96
148645	WA AUDIOLOGY SRVCS	DATA ENTRY & MANAGEMENT FEE	EXECUTIVE ADMIN	20.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	20.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	40.00
	WA AUDIOLOGY SRVCS	AUDIOMETRIC TESTING	EXECUTIVE ADMIN	1,818.90
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	2,001.05
148646	WASTE MANAGEMENT	YARD & RECYCLE SERVICE FOR MAY 2021	RECYCLING OPERATION	146,971.54
148647	WAXIE SANITARY SUPPL	2.0 MIL BLACK MAX, WYPALL X80	PARK & RECREATION FAC	762.50
148648	WEBCHECK	WEBCHECK SERVICES MAY 2021	UTILITY BILLING	2,188.19
148649	WESTERN EQUIPMENT	FORK CASTER, HOC CAP ASM	SMALL ENGINE SHOP	574.52
148650	WHIRLWIND SERVICES	EMERGENCY SPILL RESPONSE	SOLID WASTE OPERATIONS	1,887.34
148651	WHISTLE WORKWEAR	UNIFORM - PHIPPS	SOLID WASTE OPERATIONS	97.80
148652	WILKINSON, HEATHER	UB REFUND	WATER/SEWER OPERATION	43.07
148653	WINDRICK, ROBERT		WATER/SEWER OPERATION	156.75
148654	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	53.45
	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	58.15
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	59.53
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	59.53
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	59.68
	ZIPLY FIBER	PHONE-DEERING WILDFLOWER 5/13-6/12/21	PARK & RECREATION FAC	61.07
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	61.61
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	74.13
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	74.13
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	88.06
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	89.56
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	108.02
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	108.65
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	110.66
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	179.12

WARRANT TOTAL:

2,448,109.61

REASON FOR VOIDS:

INITIATOR ERROR


CHECK LOST/DAMAGED

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
General Equipment - Schaefer Cart Purchase	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers	
DEPARTMENT:	
Public Works – Solid Waste	
ATTACHMENTS:	
Purchase Agreement	
BUDGET CODE:	AMOUNT:
41046060 531000	\$401,821.23
<p>SUMMARY: This purchase of garbage collection carts is to service the Central Annexation Area in 2022. Public Works is purchasing Schaefer carts as this matches our current inventory as well as for their durability, efficiencies in repairs, and uniform appearance throughout the City.</p> <p>Brand name bidding was utilized for this purchase in coordination with the Legal Department. Proper justification was met prior to going out to bid.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Purchase Agreement with General Equipment for the purchase of Schaefer carts in the amount of \$401,821.23.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Purchase Agreement with General Equipment for the purchase of Schaefer Carts in the amount of \$401,821.23.</p>

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “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 (the “City”), and General Equipment Company, a Corporation incorporated in the State of Oregon, organized under the laws of the state of Oregon, located and doing business at 6767 NE Columbia Blvd., Portland OR, 97218 (the “Vendor”).

WHEREAS, the Vendor offers certain Goods, as defined below, and Vendor desires to sell such Goods under the terms and conditions set forth in this Agreement; and

WHEREAS, the City desires to purchase the Goods offered for sale by Vendor under the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Vendor agree as follows:

1. **Sale of Goods.** The Vendor agrees to sell, transport and deliver to City, and City agrees to purchase the items in the quantities and at the prices (the “Goods”) described in **Exhibit A** which is attached hereto and incorporated by this reference. The purchase price is as stated in Exhibit A and will not exceed \$ 401,821.23.
2. **Term of Agreement.** The term of this Agreement shall commence upon full execution of this Agreement by the City and the Vendor and shall terminate upon final payment by the City to the Vendor, unless sooner terminated by either party under Section 9 or another applicable provision of the Agreement. The Goods shall be delivered no later than November 1, 2021.
3. **Compliance with Law.** Vendor, at its sole cost and expense, must perform and comply with all applicable laws of the United States and the State of Washington; Municipal Code, and ordinances of the City of Marysville; and rules, regulations, orders, and directives of the City.
4. **Amendments/Change Orders.** No alteration, change, modification or amendment to this Agreement is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Vendor and must be incorporated in written amendments to the Agreement.
5. **Assignment.** This Agreement may not be assigned in any manner or by any means by Vendor without the express written consent of the City.
6. **Waiver and Remedies.** City’s failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City’s waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Agreement are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.
7. **Binding Effect.** The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

8. **Ratification.** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

9. **Termination.** City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Agreement is terminated prior to the full delivery of goods and/or services, Vendor will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Agreement.

10. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement must not affect the validity of any other of its provisions.

11. **Payments.** City will pay Vendor submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Vendor has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Vendor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Vendor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Vendor agrees to issue a refund of any overages paid in error by the City. The total on the Agreement is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Vendor.

12. **Taxes.** Vendor must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Agreement.

13. **Warranties.** Vendor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied. Vendor's warranties will survive the termination of this agreement.

14. **Non-Discrimination and Equal Employment Opportunity.** During the term of this Agreement, Vendor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Vendor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

15. **Governing Law/Venue.** This Agreement must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of

Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement must be brought in the Superior Court of Snohomish County, Washington.

16. Independent Contractor. Vendor, its subcontractors, agents and employees are independent Vendor performing services for the City and are not employees of City. The Vendor, its subcontractors, agents and employees, must not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Vendor, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Vendor must have the authority to control and direct the performance and details of the work described herein.

17. Insurance. The Vendor must obtain and keep in force during the entire term of this Agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work must be by the Vendor, subcontractor or anyone directly or indirectly employed by either the Vendor or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate and a \$2,000,000 products liability aggregate limit. The Vendor agrees to the following requirements relating to insurance coverage:

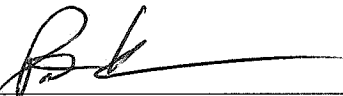
- a. Liability Insurance. All liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Public Entity shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.
- b. Worker's Compensation. Vendor must take out and maintain during the life of the Agreement, Worker's Compensation, including Washington State Stop Gap, insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Vendor must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Vendor.
- c. Employment Security. Vendor must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.

18. 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.

19. 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.

Dated: 5-13-21

General Equipment Company

By: 

Pat Kuhnau

Its: Operations Manager

CITY OF MARYSVILLE

Dated: _____

By: _____

Jon Nehring, Mayor

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A


SCHAEFER SYSTEMS CART PURCHASE

#	Description	Unit Price	Estimated Quantity *	Extended Price
1	USD35B – 35 gal roll cart, matching lid color	\$ <u>39.25</u>	4,395	\$ 172,503.75
2	USD35B – 35 gal roll cart, lid color CL.BRN.1	\$ <u>39.25</u>	500	\$ 19,625.00
3	USD65M – 65 gal roll cart	\$ <u>46.25</u>	2,027	\$ 93,748.75
4	USD95M – 95 gal roll cart	\$ <u>51.25</u>	578	\$ 29,622.50
5	INSRT. 3520 20 gal reducer insert for USD35 container	\$ <u>17.25</u>	854	\$ 14,731.50
			Shipping	\$ <u>37,400.00</u>
			Subtotal	\$ <u>367,631.50</u>
			9.3% Sales Tax	\$ <u>34,189.73</u>
			Total	\$ <u>401,821.23</u>

Index #6

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Contract Award – 2021 Pavement Preservation Project	
PREPARED BY:	DIRECTOR APPROVAL: 
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map	
BUDGET CODE:	AMOUNT:
11430090.548000, TB103	\$875,151.75
SUMMARY:	

The 2021 Pavement Preservation project will include 4,440 Tons of HMA, a 2-inch asphalt overlay, pavement repair, planing bituminous pavement, sidewalk ramp replacement to meet ADA standards, utility adjustment, channelization, restoration and other miscellaneous work.

These aforementioned improvements will be constructed at the following locations:

1. State Avenue between Grove and 80th Street.
2. 47th Avenue between 76th Street and 84th Street.

The project was advertised for a May 27, 2021 bid opening. The City received five bids as shown on the attached bid tabulation. The low bidder was Cadman Materials, Inc. at \$795,592.50. The engineer’s estimate was \$1,152,000.00. References have been checked and found to be satisfactory.

Contract Bid:	\$795,592.50
<u>Management Reserve:</u>	<u>\$79,559.25</u>
Total:	\$875,151.75

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the 2021 Pavement Preservation project contract with Cadman Materials, Inc. in the amount of \$795,592.50 and approve a management reserve of \$79,559.25 for a total allocation of \$875,151.75.
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the 2021 Pavement Preservation project contract with Cadman Materials, Inc. in the amount of \$795,592.50, and approve a management reserve of \$79,559.25, for a total allocation of \$875,151.75.



2021 Pavement Preservation Project Certified Bid Tab

5/27/2021

11430090.548000.TB103 2021 PAVEMENT PRESERVATION PROJECT

Apparent Low Bid

Schdule A				Engineer's Estimate		SRV Construction, Inc.		Granite Construction Company		Lakeside Industries, Inc.		Cadman Materials, Inc.		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1-07.15	2	SPCC PLAN	LS	1.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$500.00	\$500.00	\$750.00	\$750.00	\$86.00	\$86.00
1-09.7	3	MOBILIZATION	LS	1.00	\$85,378.80	\$85,378.80	\$165,000.00	\$165,000.00	\$75,000.00	\$75,000.00	\$34,000.00	\$34,000.00	\$79,275.00	\$79,275.00
1-10.5	4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$175,000.00	\$175,000.00	\$139,000.00	\$139,000.00	\$120,500.00	\$120,500.00	\$170,000.00	\$170,000.00	\$114,600.00	\$114,600.00
2-02.5	5	SAWCUT	LF	112.00	\$9.00	\$1,008.00	\$11.00	\$1,232.00	\$4.00	\$448.00	\$18.00	\$2,016.00	\$4.25	\$476.00
2-02.5	6	REMOVAL OF CURB AND GUTTER	LF	94.00	\$25.00	\$2,350.00	\$36.00	\$3,384.00	\$21.00	\$1,974.00	\$9.00	\$846.00	\$25.00	\$2,350.00
2-02.5	7	REMOVAL OF SIDEWALK	SY	56.00	\$40.00	\$2,240.00	\$87.00	\$4,872.00	\$126.00	\$7,056.00	\$83.00	\$4,648.00	\$68.00	\$3,808.00
2-02.5	8	REMOVAL OF ASPHALT	SY	22.00	\$28.00	\$616.00	\$27.50	\$605.00	\$126.00	\$2,772.00	\$107.00	\$2,354.00	\$52.00	\$1,144.00
2-03.5	9	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	132.00	\$65.00	\$8,580.00	\$42.75	\$5,643.00	\$46.00	\$6,072.00	\$113.00	\$14,916.00	\$43.40	\$5,728.80
4-04.5	10	CRUSHED SURFACING TOP COURSE	TON	35.00	\$85.00	\$2,975.00	\$53.00	\$1,855.00	\$30.00	\$1,050.00	\$80.00	\$2,800.00	\$89.30	\$3,125.50
4-04.5	11	CRUSHED SURFACING BASE COURSE	TON	245.00	\$85.00	\$20,825.00	\$56.00	\$13,720.00	\$43.00	\$10,535.00	\$51.00	\$12,495.00	\$21.70	\$5,316.50
5-04.5	12	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	3944.00	\$20.00	\$78,880.00	\$7.50	\$29,580.00	\$5.00	\$19,720.00	\$11.50	\$45,356.00	\$11.30	\$44,567.20
5-04.5	13	PLANING BITUMINOUS PAVEMENT	SY	28040.00	\$3.50	\$98,140.00	\$2.20	\$61,688.00	\$2.00	\$56,080.00	\$3.75	\$105,150.00	\$2.46	\$68,978.40
5-04.5	14	HMA CI. 1/2 IN PG 64-22	TON	4745.00	\$105.00	\$498,225.00	\$103.00	\$488,735.00	\$90.00	\$427,050.00	\$93.00	\$441,285.00	\$76.00	\$360,620.00
7-05.5	15	ADJUST MANHOLE	EACH	26.00	\$750.00	\$19,500.00	\$1,165.00	\$30,290.00	\$100.00	\$2,600.00	\$1,000.00	\$26,000.00	\$150.00	\$3,900.00
7-05.5	16	ADJUST WATER VALVE	EACH	36.00	\$550.00	\$19,800.00	\$775.00	\$27,900.00	\$100.00	\$3,600.00	\$760.00	\$27,360.00	\$100.00	\$3,600.00
7-05.5	17	ADJUST CATCH BASIN	EACH	39.00	\$750.00	\$29,250.00	\$1,125.00	\$43,875.00	\$100.00	\$3,900.00	\$1,000.00	\$39,000.00	\$50.00	\$1,950.00
8-02.5	18	PROPERTY RESTORATION	LS	1.00	\$6,000.00	\$6,000.00	\$3,350.00	\$3,350.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
8-04.5	19	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	94.00	\$32.00	\$3,008.00	\$45.00	\$4,230.00	\$27.00	\$2,538.00	\$53.00	\$4,982.00	\$55.50	\$5,217.00
8-04.5	20	CEMENT CONC. PEDESTRIAN CURB	LF	50.00	\$35.00	\$1,750.00	\$45.00	\$2,250.00	\$27.00	\$1,350.00	\$42.00	\$2,100.00	\$45.50	\$2,275.00
8-09.5	21	RAISED PAVEMENT MARKER TYPE 2	HUN	0.31	\$850.00	\$263.50	\$1,050.00	\$325.50	\$1,000.00	\$310.00	\$1,100.00	\$341.00	\$950.00	\$294.50
8-13.5	22	ADJUST MONUMENT CASE AND COVER	EACH	5.00	\$1,500.00	\$7,500.00	\$625.00	\$3,125.00	\$100.00	\$500.00	\$750.00	\$3,750.00	\$75.00	\$375.00
8-14.5	23	CEMENT CONC. SIDEWALK	SY	56.00	\$99.00	\$5,544.00	\$174.00	\$9,744.00	\$144.00	\$8,064.00	\$128.00	\$7,168.00	\$114.00	\$6,384.00
8-14.5	24	DETECTABLE WARNING SURFACE	SF	30.00	\$40.00	\$1,200.00	\$75.00	\$2,250.00	\$80.00	\$2,400.00	\$39.00	\$1,170.00	\$33.00	\$990.00
8-20.5	25	TRAFFIC SIGNAL SYSTEM	LS	1.00	\$7,500.00	\$7,500.00	\$16,450.00	\$16,450.00	\$15,600.00	\$15,600.00	\$21,000.00	\$21,000.00	\$18,000.00	\$18,000.00
8-20.5	26	REPLACE TRAFFIC LOOP	EACH	2.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00	\$1,500.00	\$3,000.00
8-22.5	27	PAINTED LINE	LF	5780.00	\$0.50	\$2,890.00	\$0.45	\$2,601.00	\$0.45	\$2,601.00	\$0.45	\$2,601.00	\$0.40	\$2,312.00
8-22.5	28	PAINTED WIDE LINE	LF	74.00	\$0.70	\$51.80	\$3.50	\$259.00	\$3.00	\$222.00	\$3.59	\$265.66	\$3.00	\$222.00
8-22.5	29	PROFILED PLASTIC LINE	LF	9154.00	\$3.00	\$27,462.00	\$3.00	\$27,462.00	\$2.50	\$22,885.00	\$3.00	\$27,462.00	\$2.50	\$22,885.00
8-22.5	30	PROFILED PLASTIC WIDE LINE	LF	487.00	\$5.25	\$2,556.75	\$4.00	\$1,948.00	\$4.00	\$1,948.00	\$4.50	\$2,191.50	\$3.80	\$1,850.60
8-22.5	31	PLASTIC STOP LINE	LF	322.00	\$10.00	\$3,220.00	\$7.00	\$2,254.00	\$6.00	\$1,932.00	\$7.00	\$2,254.00	\$6.00	\$1,932.00
8-22.5	32	PLASTIC CROSSWALK	SF	920.00	\$10.00	\$9,200.00	\$6.00	\$5,520.00	\$5.00	\$4,600.00	\$6.00	\$5,520.00	\$5.00	\$4,600.00
8-22.5	33	PLASTIC TRAFFIC ARROW	EACH	26.00	\$200.00	\$5,200.00	\$115.00	\$2,990.00	\$106.00	\$2,756.00	\$120.00	\$3,120.00	\$100.00	\$2,600.00
8-22.5	34	RAILROAD CROSSING SYMBOL	EACH	1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$479.00	\$479.00	\$525.00	\$525.00	\$450.00	\$450.00
8-32.5	35	PROJECT SIGN	EACH	4.00	\$500.00	\$2,000.00	\$650.00	\$2,600.00	\$441.00	\$1,764.00	\$350.00	\$1,400.00	\$45.00	\$180.00
						\$1,152,613.85		\$1,129,937.50		\$833,806.00		\$1,044,326.16		\$795,592.50





2021 Pavement Preservation Project Certified Bid Tab

5/27/2021

11430090.548000.TB103 2021 PAVEMENT PRESERVATION PROJECT

Schdule A				Engineer's Estimate		Central Paving		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	FA	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1-07.15	2	SPCC PLAN	LS	1.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
1-09.7	3	MOBILIZATION	LS	1.00	\$85,378.80	\$85,378.80	\$92,000.00	\$92,000.00
1-10.5	4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$175,000.00	\$175,000.00	\$60,000.00	\$60,000.00
2-02.5	5	SAWCUT	LF	112.00	\$9.00	\$1,008.00	\$10.00	\$1,120.00
2-02.5	6	REMOVAL OF CURB AND GUTTER	LF	94.00	\$25.00	\$2,350.00	\$40.00	\$3,760.00
2-02.5	7	REMOVAL OF SIDEWALK	SY	56.00	\$40.00	\$2,240.00	\$60.00	\$3,360.00
2-02.5	8	REMOVAL OF ASPHALT	SY	22.00	\$28.00	\$616.00	\$40.00	\$880.00
2-03.5	9	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	132.00	\$65.00	\$8,580.00	\$40.00	\$5,280.00
4-04.5	10	CRUSHED SURFACING TOP COURSE	TON	35.00	\$85.00	\$2,975.00	\$100.00	\$3,500.00
4-04.5	11	CRUSHED SURFACING BASE COURSE	TON	245.00	\$85.00	\$20,825.00	\$50.00	\$12,250.00
5-04.5	12	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	3944.00	\$20.00	\$78,880.00	\$9.50	\$37,468.00
5-04.5	13	PLANING BITUMINOUS PAVEMENT	SY	28040.00	\$3.50	\$98,140.00	\$2.25	\$63,090.00
5-04.5	14	HMA CI. 1/2 IN PG 64-22	TON	4745.00	\$105.00	\$498,225.00	\$87.00	\$412,815.00
7-05.5	15	ADJUST MANHOLE	EACH	26.00	\$750.00	\$19,500.00	\$945.00	\$24,570.00
7-05.5	16	ADJUST WATER VALVE	EACH	36.00	\$550.00	\$19,800.00	\$693.00	\$24,948.00
7-05.5	17	ADJUST CATCH BASIN	EACH	39.00	\$750.00	\$29,250.00	\$200.00	\$7,800.00
8-02.5	18	PROPERTY RESTORATION	LS	1.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
8-04.5	19	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	94.00	\$32.00	\$3,008.00	\$26.25	\$2,467.50
8-04.5	20	CEMENT CONC. PEDESTRIAN CURB	LF	50.00	\$35.00	\$1,750.00	\$26.25	\$1,312.50
8-09.5	21	RAISED PAVEMENT MARKER TYPE 2	HUN	0.31	\$850.00	\$263.50	\$997.50	\$309.23
8-13.5	22	ADJUST MONUMENT CASE AND COVER	EACH	5.00	\$1,500.00	\$7,500.00	\$693.00	\$3,465.00
8-14.5	23	CEMENT CONC. SIDEWALK	SY	56.00	\$99.00	\$5,544.00	\$141.75	\$7,938.00
8-14.5	24	DETECTABLE WARNING SURFACE	SF	30.00	\$40.00	\$1,200.00	\$78.75	\$2,362.50
8-20.5	25	TRAFFIC SIGNAL SYSTEM	LS	1.00	\$7,500.00	\$7,500.00	\$18,900.00	\$18,900.00
8-20.5	26	REPLACE TRAFFIC LOOP	EACH	2.00	\$1,500.00	\$3,000.00	\$1,575.00	\$3,150.00
8-22.5	27	PAINTED LINE	LF	5780.00	\$0.50	\$2,890.00	\$0.42	\$2,427.60
8-22.5	28	PAINTED WIDE LINE	LF	74.00	\$0.70	\$51.80	\$3.15	\$233.10
8-22.5	29	PROFILED PLASTIC LINE	LF	9154.00	\$3.00	\$27,462.00	\$2.63	\$24,075.02
8-22.5	30	PROFILED PLASTIC WIDE LINE	LF	487.00	\$5.25	\$2,556.75	\$3.99	\$1,943.13
8-22.5	31	PLASTIC STOP LINE	LF	322.00	\$10.00	\$3,220.00	\$6.30	\$2,028.60
8-22.5	32	PLASTIC CROSSWALK	SF	920.00	\$10.00	\$9,200.00	\$5.25	\$4,830.00
8-22.5	33	PLASTIC TRAFFIC ARROW	EACH	26.00	\$200.00	\$5,200.00	\$105.00	\$2,730.00
8-22.5	34	RAILROAD CROSSING SYMBOL	EACH	1.00	\$500.00	\$500.00	\$472.50	\$472.50
8-32.5	35	PROJECT SIGN	EACH	4.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00
						\$1,152,613.85		\$860,185.68





1 IN = 500 FT

2021 PAVEMENT PRESERVATION PROJECT - VICINITY MAP

PART 3 - CONTRACT DOCUMENTS

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Cadman Materials, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 222 W Marine View Drive, Everett, WA 98201-1029, (the “Contractor”).

WITNESSETH:

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

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

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

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

2021 PAVEMENT PRESERVATION PROJECT, TB103

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

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

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Forty (40) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Seven Hundred Ninety Five Thousand Five Hundred Ninety Two Dollars and Fifty Cents (\$795,592.50) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated May 27, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Satya Kammanenadimenti on behalf of the Contractor and by Nick Greene on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
Cadman Materials, Inc.
Attn: Satya Kammanenadimenti
7554 185th Ave NE, Suite 100
Redmond, WA 98052

City:
City of Marysville
Public Works – Attn: Nick Greene
80 Columbia Ave
Marysville, WA 98270

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

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

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

CADMAN MATERIALS, INC.

By: _____
Benedikt Zinn
Its: Vice President

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

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

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

Select one:

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

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

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

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

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

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

Contractor

 Contractor's Signature
 Printed Name: _____
 Title: _____
 Date: _____

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

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

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

Contractor

Agency: City of Marysville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Project	2021 Pavement Preservation Project
Contractor	Cadman Materials, Inc.
Bank	

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

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

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

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

allows Bank alone to liquidate the securities as provided for in the Agreement.

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

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

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

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

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

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

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

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

10. **Definitions**

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

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

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

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

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

"**Contractor**" shall mean the undersigned contractor.

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

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

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

11. Miscellaneous.

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

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

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

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

<p>AGREED AND ACCEPTED this the ___ day of _____, 2021.</p> <p>_____</p> <p>CONTRACTOR</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the ___ day of _____, 2021.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____</p> <p>Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>_____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the ___ day of _____, 2021.</p> <p>_____</p> <p>BANK</p> <p>By: _____</p> <p>Printed name: _____</p> <p>Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Jon Walker, City Attorney</p>

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	2021 Pavement Preservation Project Name
	TB103 Work Order # (if applicable)
Contractor	Cadman Materials, Inc.
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

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

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

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

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 20____, the Principal executed a contract (the "Contract") with the City known as:

Project Name: _____

Contract Number: _____

And,

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

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

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

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


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

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

Index #7

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Six-Year Transportation Improvement Plan (TIP) Update	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
2022-2027 TIP 2022-2027 Program Narrative 2022-2027 TIP Map TIP Presentation Resolution	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>The proposed Six-Year Transportation Improvement Program for the years 2022 – 2027, once implemented will advance the City’s ongoing efforts to improve the efficiency and safety of the roadway system for both vehicular and multi-modal uses.</p> <p>In addition to City revenues, the Transportation Improvement Program also relies on grants and support from other agencies. Consistent with past practice, Public Works staff will continue to aggressively pursue grant funding for many projects within the program.</p>	
RECOMMENDED ACTION:	
<p>Staff recommends that Council Authorize the Mayor to conduct a public hearing regarding the Six-Year Transportation Improvement Program (2022-2027) and, based on staff presentation, public testimony, and Council deliberations, approve a resolution adopting a Six-Year Transportation Improvement Plan (2022-2027) for the City of Marysville.</p>	
RECOMMENDED MOTION:	
<p>I move to approve the resolution.</p>	

CITY OF MARYSVILLE				2022 - 2027 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars)												Adopted Resolution No. To be Determined																				
PRJ. NO.	LOCATION	PROJECT NAME AND DESCRIPTION	TRF. PLAN PHASE	IMPROVEMENT TYPE	LIT. TYPE	PHASES	2022				2023				2024				2025-2027				6 YEAR SUMMARY													
							2022 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2023 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2024 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2025-2027 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST											
NON-MOTORIZED PROJECTS																						1,476	0	1,476	3,174	0	4,674	6,651	0	6,651	9,550	0	9,550	0	22,353	22,353
1	CITY	EBBY WATERFRONT TRAIL CONSTRUCT MULTI-USE TRAIL	00	32	CGPSTW	600			GMA-ST	0			GMA-ST							0	2,100	2,100														
2	CITY	MARYSVILLE TRAIL CONNECTOR EXTEND THE BAYVIEW MULTI-USE TRAIL BETWEEN 84TH ST AND SOPER HILL RD, EXTENDING INTO THE CITY OF LAKE STEVENS	00	32	CGPSTW	515			GMA-ST	1,500			GMA-ST	5,000			GMA-ST			0	7,015	7,015														
3	CITY	80TH ST NE NON-MOTORIZED: STATE AVE TO 51ST AVE NE CONSTRUCT SIDEWALK ON SOUTH SIDE OF ROADWAY FROM 47TH AVE NE TO 51ST AVE NE. RESTRIPE FROM STATE AVE TO 47TH AVE NE TO INCLUDE BICYCLE LANES	17	32	CGPSTW	113			GMA-ST	1,000			GMA-ST							0	1,113	1,113														
4	CITY	CASCADE ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT CONSTRUCT CURB, GUTTER, SIDEWALK AND BICYCLE FACILITIES	17	32	CGPSTW				GMA-ST	232			GMA-ST	961			GMA-ST			0	1,193	1,193														
5	CITY	SHOULTS ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT CONSTRUCT CURB, GUTTER, AND SIDEWALK FACILITIES	17	32	CGPSTW				GMA-ST	192			GMA-ST	440			GMA-ST			0	632	632														
6	CITY	51ST AVE NE GROVE ST TO 84TH ST CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES	16	32	CGPSTW				GMA-ST				GMA-ST				GMA-ST			0	5,600	5,600														
7	CITY	ARMAR ROAD: 47TH ST TO GROVE ST CONSTRUCT SIDEWALKS ON BOTH SIDES OF ROAD	16	32	CGPSTW				GMA-ST				GMA-ST				GMA-ST			0	3,200	3,200														
8	CITY	ANNUAL SIDEWALK PROGRAM CONSTRUCT SIDEWALKS, MULTI-USE PATHS AND/OR WIDEN SHOULDERS	00	32	CGPSTW	250			GMA-ST	250			GMA-ST	250			GMA-ST			0	1,500	1,500														
TRAFFIC SAFETY / INTERSECTION IMPROVEMENTS																						1,546	147	1,399	1,725	0	1,725	2,695	700	1,995	25,883	1,150	24,733	1,997	29,852	31,845
9	CITY	2020 CITY SAFETY PROGRAM CONSTRUCT RECTANGULAR RAPID FLASHING BEACONS AT 100TH ST NE/S5TH AVE NE & 51ST AVE NE/130TH PL NE	14	12	CGPSTW	100	12		GMA-ST											12	88	100														
10	CITY	S3RD AVE NE / SUNNYSIDE BLVD CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION INCLUDING MULTI-USE TRAIL ON S3RD FROM SUNNYSIDE BLVD TO SR 528	14	12	CPT	725			GMA-ST	1,000			GMA-ST							0	1,125	1,125														
11	CITY	S2ND ST NE / SUNNYSIDE BLVD CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION	14	12	CPT	571	135		GMA-ST				GMA-ST							135	536	671														
12	CITY	S828 AND DELTA AVE HAWK SIGNAL CONSTRUCT A HAWK SIGNAL AT THE INTERSECTION OF SR 528 AND DELTA AVE	2	12	CGPSTW				GMA-ST	75			GMA-ST	125			GMA-ST			0	750	750														
13	CITY	71ST AVE NE / SOPER HILL ROAD / SUNNYSIDE BLVD IMPROVE OFFSET INTERSECTION AT 71ST AVE NE, SOPER HILL RD AND SUNNYSIDE BLVD	16	12	CGPSTW				GMA-ST				GMA-ST	350	350		GMA-ST			1,000	1,000	2,000														
14	CITY	51ST AVE NE / 122ND ST NE CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION	14	12	CPT				GMA-ST				GMA-ST	350	350		GMA-ST			500	120	970														
15	CITY	STATE AVENUE / 74TH ST NE REPLACE TRAFFIC SIGNAL AT THE INTERSECTION	14	12	CPT				GMA-ST				GMA-ST	170			GMA-ST			750		920														
16	CITY	100TH ST NE / 47TH AVE NE CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION	14	12	CPT				GMA-ST				GMA-ST	200			GMA-ST			0	800	800														
17	CITY	51ST AVE NE / 152ND ST NE CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION	16	12	CPT				GMA-ST				GMA-ST	350			GMA-ST			0	1,600	1,600														
18	CITY	SR 528 / 76TH AVE NE INTERSECTION CONSTRUCT A TRAFFIC SIGNAL AT THE INTERSECTION	16	12	CPT				GMA-ST				GMA-ST				GMA-ST			0	800	800														
19	CITY	STATE AVENUE / SR 528 INTERSECTION MODIFY TURN RADIUS AT SE AND NW CORNERS	14	12	CPT				GMA-ST				GMA-ST				GMA-ST			0	1,000	1,000														
20	CITY	STATE AVENUE / 114TH ST NE INTERSECTION MODIFY TRAFFIC SIGNAL, ADD WB THROUGH LANE, EXTEND EB RIGHT-TURN LANE, ADD SB RIGHT-TURN LANE AND OVERLAP PHASE	14	12	CPT				GMA-ST				GMA-ST				GMA-ST			0	1,500	1,500														
21	CITY	SR 528 / 67TH AVE NE INTERSECTION MODIFY NORTHWEST CORNER OF INTERSECTION FOR IMPROVED TRUCK MOVEMENTS	16	12	CPT				GMA-ST				GMA-ST				GMA-ST			0	500	500														
22	CITY	STATE AVENUE / 84TH ST NE INTERSECTION CONSTRUCT A TRAFFIC SIGNAL AND IMPROVE RAILROAD CROSSING	14	12	CGPSTW				GMA-ST				GMA-ST				GMA-ST			0	2,213	2,213														
23	CITY	STATE AVENUE / 100TH ST / SHOULTS RD INTERSECTIONS IMPROVE OPERATIONS AT THESE TIGHTLY SPACED INTERSECTIONS	14	12	CGPSTW				GMA-ST				GMA-ST				GMA-ST			0	4,500	4,500														

CITY OF MARYSVILLE																				2022 - 2027 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars)												Adopted Resolution No. To be Determined							
FY/NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FISCAL YEAR	IMPROVEMENT TYPE	2022				2023				2024				2025-2027				6 YEAR SUMMARY																		
					2022 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2023 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2024 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2025-2027 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST																
24	CITY	172ND ST NE / 19TH AVE NE ROUNDABOUT CONSTRUCT MULTILANE ROUNDABOUT AT 172ND ST NE AND 19TH AVE NE	16	12	CGPSTW																2,000		GMA-ST	0	2,000	2,000													
																					ALL		2,000	DEVELOPER															
25	CITY	172ND ST NE / 11TH AVE NE ROUNDABOUT CONSTRUCT SINGLE-LANE ROUNDABOUT AT 172ND ST NE AND 11TH AVE NE	14	12	CGPSTW																1,500		GMA-ST	0	1,500	1,500													
																					ALL		1,500	DEVELOPER															
26	CITY	QUIET ZONE CONVERT RAILROAD CROSSINGS TO A QUIET ZONE	00	6		500			GMA-ST	500			GMA-ST	1,000			GMA-ST	6,000			PE		1,000	UNFUNDED	ALL		6,000	UNFUNDED	0	8,000	8,000								
																					RW		1,000	UNFUNDED	ALL		6,000	UNFUNDED											
27	CITY	CITYWIDE INTERSECTION SAFETY IMPROVEMENTS PROGRAM DESIGN AND CONSTRUCT VARIOUS OPERATIONAL IMPROVEMENTS AT INTERSECTIONS TO IMPROVE SAFETY	00	12		100			GMA-ST	100			GMA-ST	100			GMA-ST	300			ALL		100	UNFUNDED	ALL		300	UNFUNDED	0	600	600								
																					ALL		100	UNFUNDED	ALL		300	UNFUNDED											
28	CITY	INTELLIGENT TRANSPORTATION SYSTEM IMPLEMENT ITS PROGRAM TO IMPROVE SIGNAL COORDINATION AND MANAGEMENT	00	12		50			GMA-ST	50			GMA-ST	50			GMA-ST	150			ALL		50	UNFUNDED	ALL		150	UNFUNDED	0	300	300								
																					ALL		50	UNFUNDED	ALL		150	UNFUNDED											
WIDENING / LANE ADDITION PROJECTS						12,150	3,138	9,012		4,945	500	4,445		8,723	0	8,723		62,300	0	62,300						3,638	84,480	88,118											
29	CITY	STATE AVENUE: 104TH ST. NE TO 116TH ST. NE WIDEN TO 5 LANE ROADWAY FROM 104TH TO 116TH	14	4, 9	CGPSTW	9,000	3,138		GMA-ST	1,000	500		GMA-ST								CN		1,862	TBD			3,638	6,362	10,000										
																					CN		4,000	TBD															
30	CITY	172ND ST NE: 27TH AVE NE TO 19TH AVE NE WIDEN TO 4.5 LANE ROADWAY WITH PEDESTRIAN AND BICYCLE FACILITIES.	16	4	CGPSTW	1,000			GMA-ST	1,000			GMA-ST	1,000			GMA-ST	4,500			ALL		1,000	DEVELOPER	ALL		4,500	DEVELOPER	0	7,500	7,500								
																					ALL		1,000	DEVELOPER	ALL		4,500	DEVELOPER											
31	CITY	172ND ST NE: 11TH AVE NE TO 19TH DR NE WIDEN TO 2.5 LANE ROADWAY WITH PEDESTRIAN AND BICYCLE FACILITIES.	17	5	CGPSTW	250			GMA-ST	250			GMA-ST	500			GMA-ST	2,290			ALL		250	DEVELOPER	ALL		2,290	DEVELOPER	0	3,290	3,290								
																					ALL		250	DEVELOPER	ALL		2,290	DEVELOPER											
32	CITY	51ST AVE NE: 152ND ST NE TO 160TH ST NE WIDEN TO 3 LANE ROADWAY WITH BICYCLE LANES AND SIDEWALKS.	17	5	CGPSTW	500			GMA-ST	750			GMA-ST	1,500			GMA-ST	3,000			PER/RW		500	UNFUNDED	RW		750	UNFUNDED	CN		1,500	UNFUNDED	CN		3,000	UNFUNDED	0	5,800	5,800
																					PER/RW		500	UNFUNDED	RW		750	UNFUNDED	CN		1,500	UNFUNDED	CN		3,000	UNFUNDED			
33	CITY	83RD AVE NE: SR 528 TO 84TH ST NE WIDEN TO 3 LANE ROADWAY INCLUDING BICYCLE LANES AND SIDEWALKS.	16	5	CGPSTW	350			GMA-ST	600			GMA-ST	1,250			GMA-ST	250			PE		100	DEVELOPER	RW		250	DEVELOPER	CN		250	DEVELOPER	CN		250	DEVELOPER	0	2,450	2,450
																					PE		250	UNFUNDED	RW		500	UNFUNDED	CN		1,000	UNFUNDED	CN		250	DEVELOPER			
34	CITY	83RD AVE NE: SOPER HILL RD TO SR 528 WIDEN TO 3 LANE ROADWAY INCLUDING BICYCLE LANES AND SIDEWALKS.	16	5	CGPSTW	750			GMA-ST	750			GMA-ST	750			GMA-ST	3,250			ALL		750	DEVELOPER	ALL		750	DEVELOPER	ALL		3,250	DEVELOPER	ALL		3,250	DEVELOPER	0	5,500	5,500
																					ALL		750	DEVELOPER	ALL		750	DEVELOPER	ALL		3,250	DEVELOPER	ALL		3,250	DEVELOPER			
35	CITY	40TH ST NE: SUNNYSIDE BLVD TO 83RD AVE NE WIDEN TO 3 LANE ROADWAY INCLUDING BICYCLE LANES AND SIDEWALKS. CONSTRUCT MISSING SEGMENTS.	16	5	CGPSTW	250			GMA-ST	250			GMA-ST	250			GMA-ST	12,350			ALL		250	DEVELOPER	ALL		250	DEVELOPER	ALL		12,350	UNFUNDED	ALL		12,350	UNFUNDED	0	13,100	13,100
																					ALL		250	DEVELOPER	ALL		250	DEVELOPER	ALL		12,350	UNFUNDED	ALL		12,350	UNFUNDED			
36	CITY	172ND ST NE RAILROAD CROSSING IMPROVEMENTS WIDEN TO 2.5 LANE ROADWAY WITH PEDESTRIAN/BICYCLE FACILITIES AND RAILROAD CROSSING IMPROVEMENTS.	16	4	CGPSTW					345			GMA-ST	1,473			GMA-ST				PER/RW		345	UNFUNDED	CN		1,473	UNFUNDED							0	1,818	1,818		
																					PER/RW		345	UNFUNDED	CN		1,473	UNFUNDED											
37	CITY	87TH AVE NE: 35TH ST NE TO 40TH ST NE WIDEN TO 4.5 LANE ROADWAY INCLUDING MULTI-USE PATH AND INTERSECTION IMPROVEMENTS.	16	4	CGPSTW									1,000			GMA-ST	5,650			PER/RW				DEVELOPER	ALL		5,650	DEVELOPER					0	6,650	6,650			
																					PER/RW				DEVELOPER	ALL		5,650	DEVELOPER										
38	CITY	87TH AVE NE: SOPER HILL RD TO 38TH ST NE WIDEN TO 3 LANE ROADWAY INCLUDING MULTISELVE PATH.	17	5	CGPSTW									250			GMA-ST	1,750			ALL		250	DEVELOPER	ALL		1,750	DEVELOPER					0	2,000	2,000				
																					ALL		250	DEVELOPER	ALL		1,750	DEVELOPER											
39	CITY	87TH AVE NE: 40TH ST NE TO SUNNYSIDE SCHOOL RD WIDEN TO 3 LANE ROADWAY INCLUDING MULTISELVE PATH	17	5	CGPSTW									500			GMA-ST	3,500			ALL		500	DEVELOPER	ALL		3,500	DEVELOPER					0	4,000	4,000				
																					ALL		500	DEVELOPER	ALL		3,500	DEVELOPER											
40	CITY	SUNNYSIDE BLVD: 47TH AVE NE TO 50ND ST NE WIDEN TO 5-LANE ROADWAY INCLUDING BICYCLE LANES AND SIDEWALKS.	16	4	CGPSTW									250			GMA-ST	13,000			PE		250	UNFUNDED	ALL		13,000	UNFUNDED					0	13,250	13,250				
																					PE		250	UNFUNDED	ALL		13,000	UNFUNDED											
41	CITY	51ST AVE NE: 160TH ST NE TO ARLINGTON CITY LIMITS WIDEN TO 3 LANE ROADWAY WITH BICYCLE LANES AND SIDEWALKS.	17	5	CGPSTW																ALL					4,000		4,000	GMA-ST			0	4,000	4,000					
																					ALL					4,000		4,000	GMA-ST										
42	CITY	84TH ST NE: 83RD AVE NE TO SR 9 WIDEN TO 3 LANE ROADWAY INCLUDING MULTISELVE TRAIL.	14	5	CGPSTW																ALL					2,090		2,090	GMA-ST			0	2,090	2,090					
																					ALL					2,090		2,090	GMA-ST										
43	CITY	88TH ST NE: 36TH AVE NE TO I-5 CONSTRUCT WESTBOUND RIGHT TURN DROP LANE ON 88TH ST NE FROM 36TH AVE NE TO I-5	14	4	CGPSTW																ALL					1,900		1,900	GMA-ST			0	1,900	1,900					
																					ALL					1,900		1,900	GMA-ST										
44	CITY	152ND ST NE: SMOKEY POINT BLVD TO 43RD WC WIDEN TO 3 LANE ROADWAY WITH BICYCLE LANES AND SIDEWALKS.	17	5	CGPSTW																ALL					4,250		4,250	GMA-ST			0	4,250	4,250					
																					ALL					4,250		4,250	GMA-ST										
45	CITY	156TH ST NE ROUTE IMPROVEMENTS (SMOKEY POINT BLVD AND TWIN LAKES BLVD) IMPROVE I5 OVERCROSSING ACCESS	16	5	CGPSTW																ALL					520		520	GMA-ST			0	520	520					
																					ALL					520		520	GMA-ST										
NEW ALIGNMENT PROJECTS						3,575	500	3,075		6,864	389	6,575		14,125	0	14,125		39,675	500	39,175						1,389	62,950	64,339											

CITY OF MARYSVILLE																				2022 - 2027 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars)												Adopted Resolution No. To be Determined		
FY/NO.	LOCATION	PROJECT NAME AND DESCRIPTION	FESTIVALS/PLANS	IMPROVEMENT TYPE	LIT. TYPE	LINES	LINES	2022			2023			2024			2025-2027			6 YEAR SUMMARY														
								2022 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2023 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2024 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2025-2027 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST								
46	CITY	156TH ST NE: SMOKEY POINT BLVD TO 51ST AVE NE NEW 5 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES. INCLUDES WIDENING FROM SMOKEY PT BLVD TO HAYHO CREEK.	17	1	CGPSTW		1,500	500	GMA-ST	2,389	389	GMA-ST	7,000		GMA-ST	12,500		GMA-ST	889	22,500	23,389													
							PE, RW			ALL		1,000	STP	ALL		1,000	UNFUNDED	ALL		2,500	UNFUNDED													
												1,000	DEVELOPER			6,000	DEVELOPER			10,000	DEVELOPER													
47	CITY	140TH ST NE: SMOKEY POINT BLVD TO 51ST AVE NE NEW 3 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	00	1	CGPSTW		2,000		GMA-ST	3,500		GMA-ST	3,500		GMA-ST	7,000		GMA-ST	0	16,000	16,000													
							ALL			ALL		1,000	UNFUNDED	ALL		1,000	UNFUNDED	ALL		1,000	UNFUNDED													
												1,000	DEVELOPER			2,500	DEVELOPER			6,000	DEVELOPER													
48	CITY	23RD AVE NE / 189TH ST NE NEW 3 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	00	1.4	CGPSTW					1,000		GMA-ST	1,500		GMA-ST			GMA-ST	0	2,500	2,500													
										ALL		1,000	DEVELOPER	ALL		1,500	DEVELOPER																	
49	CITY	38TH ST NE: INTERSECTION OF SR 9 AND SR 92 TO 87TH AVE NE NEW 4/5 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	16	1	CGPSTW								550		GMA-ST	4,000		GMA-ST	0	4,550	4,550													
													PER, RW		550	DEVELOPER	ALL		4,000	DEVELOPER														
50	CITY	40TH ST NE: 63RD AVE NE TO 87TH AVE NE NEW 4/5 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	16	1	CGPSTW								1,500		GMA-ST	2,150	500	GMA-ST	500	3,150	3,650													
													PER, RW		1,500	DEVELOPER	ALL		1,650	DEVELOPER														
51	CITY	27TH AVE NE EXTENSION: 156TH ST NE TO 168TH ST NE NEW 3 LANE ROADWAY INCLUDING PEDESTRIAN AND BICYCLE FACILITIES.	14	1.4	CGPSTW													GMA-ST	0	11,800	11,800													
																		ALL		11,800	DEVELOPER													
52	CITY	87TH AVE NE: 84TH ST NE TO 98TH ST NE NEW 2/3 LANE ROADWAY INCLUDING PEDESTRIAN FACILITIES.	00	1	CGPSTW													GMA-ST	0	2,000	2,000													
																		ALL		2,000	DEVELOPER													
53	CITY	ARTERIAL IMPROVEMENTS FOR TRANSP COMP PLAN CREDIT TRAFFIC MT. FEES FOR ARTERIAL CONNECTIONS	16, 17	1	CPT		75		GMA-ST	75		GMA-ST	75		GMA-ST	225		GMA-ST	0	450	450													
							CN		75	UNFUNDED	CN		75	UNFUNDED	CN		75	UNFUNDED	CN		225	UNFUNDED												
BRIDGES							1,250	0	1,250	2,500	0	2,500	7,500	0	7,500	34,500	500	34,000	500	45,250	45,750													
54	CITY	GROVE STREET OVERCROSSING CONSTRUCT AN OVERCROSSING AT THE BNSF RAILROAD INTERSECTION WITH GROVE STREET FROM STATE AVENUE TO CEDAR AVENUE.	17	8	CGPSTW		1,250		GMA-ST	2,500		GMA-ST	7,500		GMA-ST	12,500		GMA-ST	0	23,750	23,750													
							PE		1,250	UNFUNDED	PER, RW		2,500	UNFUNDED	CN		7,500	UNFUNDED	CN		12,500	UNFUNDED												
55	CITY	198TH ST NE OVERCROSSING CONSTRUCT AN OVERCROSSING AT THE BNSF RAILROAD INTERSECTION WITH 198TH ST NE	17	8	CGPSTW													GMA-ST	500	21,500	22,000													
																		ALL		22,000	DEVELOPER													
PAVEMENT PRESERVATION							1,000	0	1,000	1,655	0	1,655	2,500	0	2,500	7,500	0	7,500	0	12,655	12,655													
56	CITY	ANNUAL PAVEMENT PRESERVATION PROGRAM MISCELLANEOUS LOCATIONS DETERMINED BY PAVEMENT CONDITION	7	7	CGPSTW		1,000		GMA-ST	1,655		GMA-ST	2,500		GMA-ST	7,500		GMA-ST	0	12,655	12,655													
							ALL		1,000	TBD	ALL		1,655	TBD	ALL		2,500	TBD	ALL		7,500	TBD												
JOINT AGENCY PROJECTS							24,078	638	23,440	35,644	372	35,272	14,659	659	14,000	67,000	2,500	64,500	4,169	137,212	141,381													
57	CITY	88TH ST NE: STATE AVE TO 67TH AVE NE WIDEN TO A 3 LANE ROADWAY SECTION PLUS RIGHTTHRU LANE AT STATE AVENUE. IMPROVEMENTS BY INTERLOCAL AGREEMENT	14	4	CGPSTW		1,478	638	GMA-ST	2,344	372	GMA-ST	2,659	659	GMA-ST	30,000	2,500	GMA-ST	4,169	32,312	36,481													
	COUNTY						PER, RW		400	COUNTY	PER, RW		1,172	COUNTY	PER, RW		2,000	UNFUNDED	ALL		27,500	UNFUNDED												
									440	STP		800	STP																					
58	WS307	I-5 HOV LANE EXTENSION AND SR29 INTERCHANGE IMPROVEMENTS CONSTRUCT NB SHOULDER RUNNING LANE DURING PEAK CONGESTION AND INTERCHANGE IMPROVEMENTS AT I-5 AND SR 529	11, 14	1.4	P		19,800		GMA-ST	29,300		GMA-ST			GMA-ST			GMA-ST	0	48,900	48,900													
	CITY						ALL		14,800	WSDOT	ALL		29,300	WSDOT																				
									5,000	FMSB																								
59	WS307	SR528 / I-5 INTERCHANGE COMPLETE INTERCHANGE IMPROVEMENTS	11, 14	4	CGPSTW		1,500		GMA-ST	2,000		GMA-ST	6,000		GMA-ST	8,000		GMA-ST	0	17,500	17,500													
	TULALP						PE		1,500	WSDOT	PER, RW		2,000	WSDOT	ALL		6,000	WSDOT	ALL		8,000	WSDOT												
60	WS307	I-5 AND 88TH ST INTERCHANGE IMPROVEMENTS COMPLETE INTERCHANGE IMPROVEMENTS.	11, 14	3.9	PT		1,500		GMA-ST	2,000		GMA-ST	6,000		GMA-ST	8,000		GMA-ST	0	17,500	17,500													
	TULALP						PE		1,500	WSDOT	PER, RW		2,000	WSDOT	ALL		6,000	WSDOT	ALL		8,000	WSDOT												
61	CITY	156TH ST NE INTERCHANGE COMPLETE INTERCHANGE IMPROVEMENTS TO THE EXISTING OVERCROSSING	11, 14	3.9	PT													GMA-ST	0	8,000	8,000													
	WS307																	ALL		8,000	WSDOT													
62	CITY	152ND ST NE: 51ST AVE NE TO 87TH AVE NE WIDEN TO A 5 LANE ROADWAY SECTION WITH IMPROVEMENTS AT ARTERIAL INTERSECTIONS	16	4	CGPSTW													GMA-ST	0	13,000	13,000													
	COUNTY																	ALL		13,000	UNFUNDED													
																				11,000	UNFUNDED													
																				2,000	DEVELOPER													
DEBT SERVICE							1,477	1,477	0	1,939	1,939	0	1,941	1,941	0	4,867	4,867	0	10,224	0	10,224													
63	CITY	STATE AVENUE DEBT SERVICE	N/A	N/A			477	477	GMA-ST	478	478	GMA-ST	478	478	GMA-ST	476	476	GMA-ST	1,909	0	1,909													
64	CITY	LIMITED BOND FOR STREET CONSTRUCTION PROJECTS	N/A	N/A			557	557	GMA-ST	558	558	GMA-ST	558	558	GMA-ST	1,676	1,676	GMA-ST	3,349	0	3,349													
65	CITY	FIRST STREET BYPASS DEBT SERVICE	N/A	N/A			463	463	GMA-ST	802	803	GMA-ST	802	805	GMA-ST	2,716	2,715	GMA-ST	4,966	0	4,966													
SUMMARY																																		
STATE, FEDERAL, OTHER AND UNFUNDED FUNDS:																																		
	DEVELOPER								4,350	DEVELOPER					16,550	DEVELOPER			77,113	DEVELOPER	104,863													
	WS307	WASH ST DEBT OF TRANSPORTATION							17,880	WS307					33,300	WS307			12,000	WS307	86,900													
	UNFUNDED								4,625	UNFUNDED					9,569	UNFUNDED			24,444	UNFUNDED	171,783													
	COUNTY	SNOWHOSH COUNTY							400	COUNTY					1,172	COUNTY			0	COUNTY	1,572													

CITY OF MARYSVILLE 2022 - 2027 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN Adopted Resolution No. To be Determined
 (Thousands of Dollars)

FUND NO.	LOCATION	PROJECT NAME AND DESCRIPTION	TRANSPORTATION PLAN	IMPROVEMENT TYPE	LIFE CYCLE PHASE	2022				2023				2024				2025-2027				6 YEAR SUMMARY			
						2022 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2023 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2024 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	2025-2027 OBLIG & PHASE	CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS	6 YR. PROJECT COST	
TBD		TRANSPORTATION BENEFIT DISTRICT						3,000	TBD			3,500	TBD			2,500	TBD			7,500	TBD			16,500	TBD
CT		COMMUNITY TRANSIT						0	CT			0	CT			0	CT			0	CT			0	CT
TIB		TRANSPORTATION IMPROVEMENT BOARD						4,000	TIB			0	TIB			0	TIB			0	TIB			4,000	TIB
STP		SURFACE TRANSPORTATION PROGRAM						440	STP			1,800	STP			0	STP			0	STP			2,240	STP
CMAQ		CONGESTION MITIGATION AIR QUALITY						638	CMAQ			655	CMAQ			0	CMAQ			0	CMAQ			1,291	CMAQ
HSP		HIGHWAY SAFETY IMPROVEMENT PROGRAM						88	HSP			0	HSP			0	HSP			0	HSP			88	HSP
RED-BIKE		PEDESTRIAN AND BICYCLE PROGRAM						0	PED-BIKE			0	PED-BIKE			0	PED-BIKE			0	PED-BIKE			0	PED-BIKE
SRTS		SAFE ROUTES TO SCHOOL						0	SRTS			0	SRTS			0	SRTS			0	SRTS			0	SRTS
TIGER		TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVER						0	BUILD			0	BUILD			0	BUILD			0	BUILD			0	BUILD
FMSB		FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD						5,000	FMSB			0	FMSB			0	FMSB			0	FMSB			5,000	FMSB
CDBG		COMMUNITY DEVELOPMENT BLOCK GRANT						0	CDBG			0	CDBG			0	CDBG			0	CDBG			0	CDBG
DOC		DEPARTMENT OF COMMERCE						515	DOC			0	DOC			0	DOC			0	DOC			515	DOC
OTHER		BOND OR LOAN						0	OTHER			0	OTHER			0	OTHER			0	OTHER			0	OTHER
								40,654	SUB TOT			56,846	SUB TOT			55,494	SUB TOT			241,758	SUB TOT			394,732	SUB TOT
		CITY FUNDS:																							
ART-ST		ARTERIAL STREET FUND						0	ART-ST			0	ART-ST			0	ART-ST			0	ART-ST			0	ART-ST
GMA-ST		GROWTH MANAGEMENT STREET FUND DEMAND						5,900	GMA-ST			3,200	GMA-ST			3,300	GMA-ST			9,517	GMA-ST			21,917	GMA-ST
		PROJECTED GROWTH MANAGEMENT STREETS REVENUES						3,900	GMA-ST			1,900	GMA-ST			2,000	GMA-ST			6,000	GMA-ST			13,800	GMA-ST
TM		TRAFFIC MITIGATION						2,000	TM			1,300	TM			1,300	TM			3,900	TM			8,500	TM
		ANNUAL DEFICIT OR SURPLUS						0				0				383			383					383	
		ESTIMATED CARRYOVER SURPLUS OR DEFICIT FROM PREVIOUS YEAR						0				0				0			0					0	
		YEAR TO YEAR ESTIMATED ANNUAL SURPLUS OR DEFICIT						0				0				383			383					383	
								5,900	SUB TOT			3,200	SUB TOT			3,300	SUB TOT			9,517	SUB TOT			21,917	SUB TOT
								46,554	TOTAL			60,046	TOTAL			58,794	TOTAL			251,275	TOTAL			416,669	GRAND TOT



2022-2027 SIX YEAR TRANSPORTATION PLAN PROGRAM NARRATIVE

NON-MOTORIZED PROJECTS

ITEM NO. 1 EBEBY WATERFRONT TRAIL

Construct a multi-use trail associated with the Ebey Waterfront Park and Trail Master Plan.

ITEM NO. 2 MARYSVILLE TRAIL CONNECTOR

Extend the Bayview multi-use trail between 64th St NE (SR 528) and Soper Hill Rd, extending into the City of Lake Stevens. Preliminary design is funded in part by the Department of Commerce.

ITEM NO. 3 80th ST NE NON-MOTORIZED: STATE AVE TO 51ST AVE NE

Construct curb, gutter, and sidewalk along the south side of 80th St. NE between 47th Ave NE and 51st Ave NE. Re-channelize 80th St NE from State Ave to 47th Ave NE to include bicycle lanes. Design and right-of-way partially funded by Congestion Mitigation and Air Quality grant funds. The City is actively pursuing a Pedestrian and Bicycle grant to fund construction.

ITEM NO. 4 CASCADE ELEMENTARY SAFE ROUTES TO SCHOOL

Construct pedestrian facilities including curb, gutter, sidewalk and bicycle lanes along 100th St NE from 52nd Dr NE to 55th Ave NE as part of the Safe Routes to School Program.

ITEM NO. 5 SHOULTES ELEMENTARY SAFE ROUTES TO SCHOOL

Construct pedestrian facilities including curb, gutter, sidewalk and bicycle lanes along 51st Ave NE between 132nd St NE and 136th St NE as part of the Safe Routes to School Program.

ITEM NO. 6 51ST AVE NE: GROVE ST TO 84TH ST

Construct sidewalks on both sides of roadway and make provisions for bicycle lanes.

ITEM NO. 7 ARMAR ROAD: 47TH ST TO GROVE ST

Construct sidewalks on both sides of road.

ITEM NO. 8 ANNUAL SIDEWALK PROGRAM

Construct curb, gutter, sidewalk or shoulder improvements as identified in the Transportation Benefit District and/or Transportation Comprehensive Plan.



TRAFFIC SAFETY/INTERSECTION IMPROVEMENTS

ITEM NO. 9 2020 CITY SAFETY PROGRAM

Construct rectangular rapid flashing beacons (RRFBs) at 100th St NE/55th Ave NE and 51st Ave NE/139th Pl NE. This project is partially funded by the Highway Safety Improvement Program.

ITEM NO. 10 53RD AVE NE / SUNNYSIDE BLVD INTERSECTION

Construct a traffic signal at the intersection. Construct a multi-use trail on 53rd Ave NE from Sunnyside Blvd to 64th St NE (SR 528). Construction is partially funded by a Congestion Mitigation and Air Quality grant.

ITEM NO. 11 52ND ST NE/SUNNYSIDE BLVD INTERSECTION

Construct a traffic signal at the intersection. Construction is partially funded by Congestion Mitigation and Air Quality grant.

ITEM NO. 12 SR 528 AND DELTA AVE HAWK SIGNAL

Construct a high-intensity active crosswalk (HAWK) signal at the intersection.

ITEM NO. 13 71ST AVE NE / SOPER HILL RD / SUNNYSIDE BLVD

Improve offset intersection of 71st Ave NE, Soper Hill Rd and Sunnyside Blvd.

ITEM NO. 14 51ST AVE NE / 132ND ST NE INTERSECTION

Construct a traffic signal at the intersection including improvements on 51st Ave NE and 132nd St NE.

ITEM NO. 15 STATE AVE/76TH ST NE INTERSECTION

Replace complete signal at the intersection of State Ave. NE and 76th St. NE.

ITEM NO. 16 100TH ST NE/67TH AVE NE INTERSECTION

Construct a traffic signal at the intersection including improvements on 100th St NE and 67th Ave NE.

ITEM NO. 17 51ST AVE NE / 152ND ST NE INTERSECTION

Construct a traffic signal at the intersection including improvements on 51st Ave NE and 152nd St NE.

ITEM NO. 18 SR 528 / 76TH ST NE INTERSECTION

Construct a traffic signal at the intersection.



ITEM NO. 19 STATE AVENUE / SR 528 INTERSECTION

Change southeast and southwest radii as a condition of development of adjacent property to dedicate necessary right-of-way to make this improvement.

ITEM NO. 20 STATE AVENUE / 116TH ST NE INTERSECTION

Construct turn lane(s), modify traffic signal, add a second westbound thru lane and extend the eastbound right-turn lane.

ITEM NO. 21 SR 528 / 67TH ST NE INTERSECTION

Modify northwest corner of intersection for improved truck movement.

ITEM NO. 22 STATE AVENUE / 84TH ST NE INTERSECTION

Construct rail crossing and install a traffic signal. Close adjacent rail crossings. Project will be developer initiated and driven.

ITEM NO. 23 STATE AVENUE / 100TH ST / SHOULTES RD INTERSECTIONS

Construct intersection improvements to the two intersections as one project for better traffic flow.

ITEM NO. 24 172ND ST NE / 19TH AVE NE ROUNDABOUT

Construct a multi-lane roundabout at the intersection of 172nd St NE and 19th Ave NE.

ITEM NO. 25 172ND ST NE / 11TH AVE NE ROUNDABOUT

Construct a single lane roundabout at the intersection of 172nd St NE and 11th Ave NE.

ITEM NO. 26 QUIET ZONE

Establish a quiet zone, to remove the locomotive train horn, at railroad crossings within the City, starting at 1st Street and ending at 88th Street NE. The quiet zone includes 6 public crossings (1st Street, 4th Street (SR 528), 8th Street, Grove Street, 80th St NE and 88th St NE) and 2 private crossings. Additional phases may be considered.

ITEM NO. 27 CITYWIDE INTERSECTION SAFETY IMPROVEMENTS PROGRAM

Design and construct various operational improvements at intersections to improve safety.

ITEM NO. 28 INTELLIGENT TRANSPORTATION SYSTEM

Implement Intelligent Transportation Systems Program to improve signal coordination and management, roadway monitoring and response, ITS device management, and data collection. System to include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, and satellite traffic management center.



WIDENING / LANE ADDITION PROJECTS

ITEM NO. 29 STATE AVENUE: 104TH STREET NE TO 116TH STREET NE
Widen from 3-lane to a 5-lane roadway with curb, gutter and sidewalk. The project is partially funded by the Transportation Improvement Board.

ITEM NO. 30 172ND ST NE: 27TH AVE NE TO 19TH AVE NE
Widen from 3-lane to a 4/5-lane roadway with pedestrian and bicycle facilities.

ITEM NO. 31 172ND ST NE: 19TH AVE NE TO 11TH AVE NE
Widen from 2-lanes to a 2/3-lane roadway with pedestrian and bicycle facilities.

ITEM NO. 32 51ST AVENUE NE: 152ND ST NE TO 160TH ST NE
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 33 83RD AVE NE: SR 528 TO 84TH ST NE
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 34 83RD AVE NE: SOPER HILL RD TO SR 528
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 35 40TH ST NE: SUNNYSIDE BLVD TO 83RD AVE NE
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes. Includes new alignment north of King Lake. Construct missing segments.

ITEM NO. 36 172ND ST NE RAILROAD CROSSING IMPROVEMENTS
Widen to 2/3 lane roadway with pedestrian/bicycle facilities and railroad crossing improvements.

ITEM NO. 37 87TH AVE NE: 35TH ST NE TO 40TH ST NE
Widen from 2-lane to 4/5-lane roadway with multi-use path of 87th Ave NE. Intersection improvements at 35th St NE and 40th St NE as roundabouts.

ITEM NO. 38 87TH AVE NE: SOPER HILL RD TO 35TH ST NE
Widen from 2-lane to 3-lane roadway with multi-use path on each side of 87th Ave NE.

ITEM NO. 39 87TH AVE NE: 40TH ST NE TO SUNNYSIDE SCHOOL RD
Widen from 2-lane to 3-lane roadway with multi-use path on each side of 87th Ave NE.

ITEM NO. 40 SUNNYSIDE BOULEVARD: 47TH AVE NE TO 52ND ST NE
Widen from 2-lane to 5-lane roadway with curb, gutter and sidewalk, including bicycle lanes.



ITEM NO. 41 51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

ITEM NO. 42 84TH ST NE: 83RD AVE NE TO SR 9
Widen from 2-lane to 3-lane roadway with multi-use trail.

ITEM NO. 43 88TH ST NE: 36TH AVE NE TO I-5
Add westbound right-turn drop lane on 88th St NE from 36th Ave NE to I-5. Project, if needed, will be coordinated with future 88th St NE Interchange funded under the Connecting Washington program and sponsored by the Tulalip Tribes/WSDOT.

ITEM NO. 44 152ND ST NE: SMOKEY POINT BLVD TO 47TH VIC.
Widen from 2-lane to 3-lane roadway with curb, gutter and sidewalk, including bicycle lanes.

**ITEM NO. 45 156TH ST NE ROUTE IMPROVEMENTS: SMOKEY POINT
BLVD AND TWIN LAKES BLVD)**
Improve I-5 overcrossing access by increasing turning radii, eliminating stop signs for primary travel pattern, signal modifications that reduce turning delays and sign as a bicycle route.



NEW ALIGNMENT PROJECTS

ITEM NO. 46 156TH STREET NE: SMOKEY POINT BLVD TO 51ST AVE NE
 New 5-lane roadway including pedestrian and bicycle facilities. Includes widening from 3-lanes to 5-lanes between east of Smokey Pt Blvd and west of Hayho Creek; and conversion of north sidewalk to multi-use trail. The widening project is funded in part by a Surface Transportation Program grant.

ITEM NO. 47 160TH STREET NE: SMOKEY POINT BLVD TO 51ST AVE NE
 New 3-lane roadway including pedestrian and bicycle facilities.

ITEM NO. 48 23RD AVE NE / 169TH ST NE
 New 3-lane roadway including pedestrian and bicycle facilities. Includes connection to the roundabout at 172nd St NE and 23rd Ave NE and improvement at the roundabout to accommodate the fourth leg.

ITEM NO. 49 35TH ST NE: INTERSECTION OF SR 9 AND SR 92 TO 87TH AVE NE
 New 4/5-lane roadway including pedestrian and bicycle facilities. Channelization and signal improvements at SR 9 and SR 92 required for fourth leg break in access. Connection of 35th St NE from SR9/SR92, 87th St NE from 35th St NE to 40th St NE, and 40th St NE from 87th Ave NE to 83rd Ave NE required before break in access can occur per Interlocal Agreement with WSDOT.

ITEM NO. 50 40TH ST NE: 83RD AVE NE TO 87TH AVE NE
 New 4/5-lane roadway including multi-use trail on the south side and sidewalk on the north side. Traffic signal at intersection of 40th St NE and 83rd Ave NE.

ITEM NO. 51 27TH AVE EXTENSION FROM 156TH ST NE TO 166TH ST NE
 New 3-lane roadway extension including pedestrian and bicycle facilities.

ITEM NO. 52 87TH AVE NE: 84TH ST NE TO 98TH ST NE
 New 2/3-lane roadway extension including pedestrian facilities.

ITEM NO. 53 ARTERIAL IMPROVEMENTS FOR TRANSPORTATION COMPREHENSIVE PLAN
 Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.



BRIDGES

ITEM NO. 54 GROVE STREET OVERCROSSING

New overcrossing at the BNSF mainline at Grove Street between Cedar Avenue and State Avenue.

ITEM NO. 55 156TH ST NE OVERCROSSING

New overcrossing at the BNSF mainline at 156th St NE west of Interstate 5.

PAVEMENT PRESERVATION

ITEM NO. 56 ANNUAL PAVEMENT PRESERVATION PROGRAM

Select locations for pavement preservation determined by pavement condition and/or as identified in the Transportation Benefit District 10-year project list.



JOINT AGENCY PROJECTS

ITEM NO. 57 88th STREET NE: STATE AVENUE TO 67TH AVE NE

Joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and multi-use path on both sides of the street. Snohomish County's contribution from the 2010 annexation.

ITEM NO. 58 I-5 HOV LANE EXTENSION AND SR 529 INTERCHANGE IMPROVEMENTS

Extend the HOV lane on NB I-5 from Marine View Dr to SR 529. Construct new northbound off-ramp from Interstate 5 to SR 529 and new southbound on-ramps from SR 529 to Interstate 5 completing a full interchange at this location. The project is funded under Connecting Washington and WSDOT is the lead agency. The interchange project has Freight Mobility Strategic Investment Board construction funds that were secured by the City.

ITEM NO. 59 SR 528 / I-5 INTERCHANGE

Interchange improvements. The project is funded under Connecting Washington program and is sponsored by the Tulalip Tribes.

ITEM NO. 60 I-5 / 88TH ST NE INTERCHANGE

Interchange improvements. The project is funded under Connecting Washington program and is sponsored by the Tulalip Tribes.

ITEM NO. 61 156TH ST NE INTERCHANGE

Convert the overcrossing at 156th St NE and Interstate 5 to a full single point urban interchange. The project is funded under Connecting Washington and WSDOT is the lead agency.

ITEM NO. 62 152ND ST NE: 51ST AVE NE VIC TO 67TH AVENUE NE

Proposed multi-jurisdictional project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Improvements within Marysville will likely be developer constructed.



DEBT SERVICE

ITEMS NO. 63 STATE AVENUE DEBT SERVICE

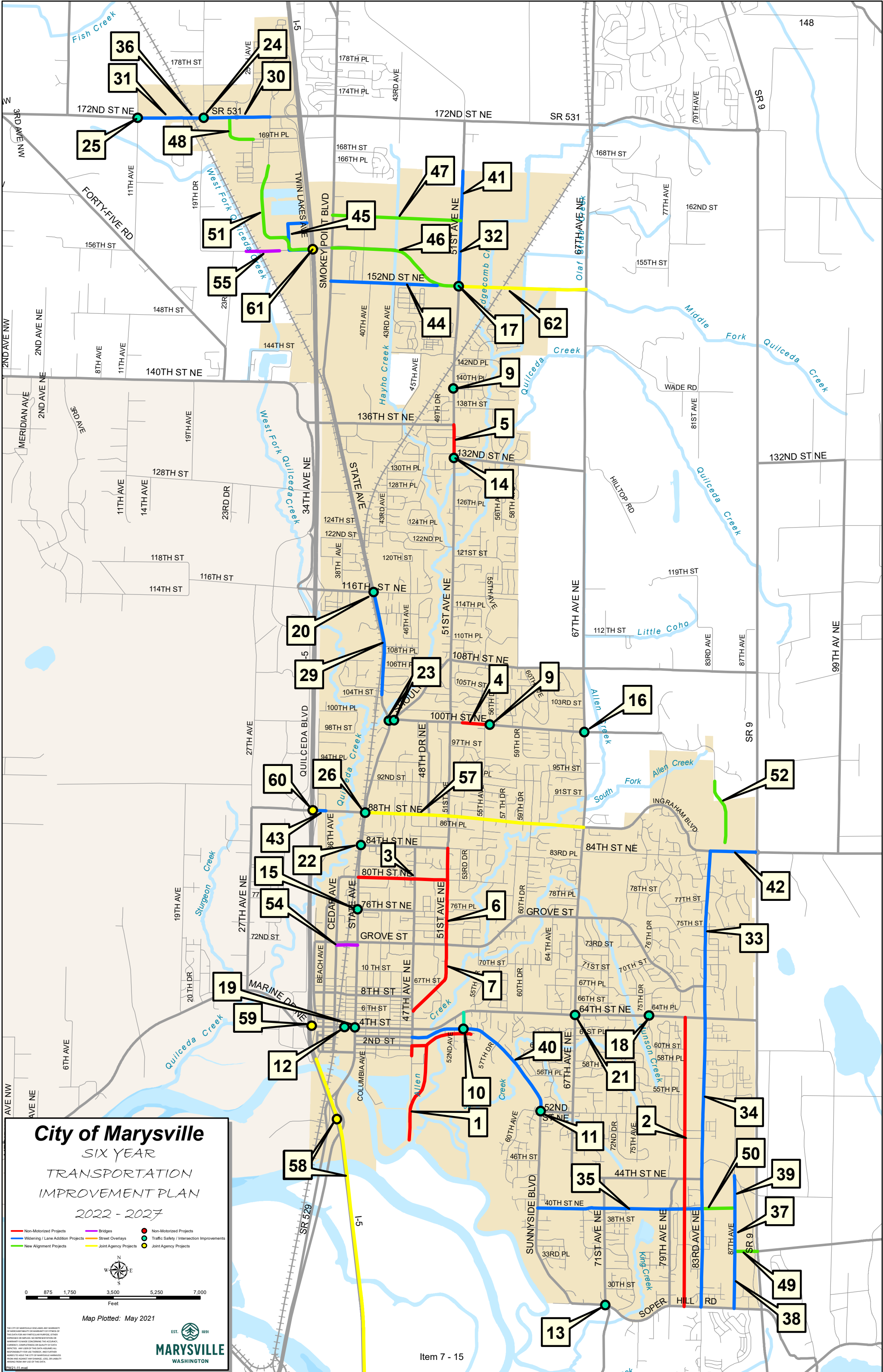
Yearly debt payments necessary to provide a portion of the local match funding to pay for the State Avenue, Grove Street to First Street project.

ITEMS NO. 64 LIMITED BOND FOR STREET CONSTRUCTION PROJECTS

2007 Limited Bond for street construction projects including State Ave. 116th to 136th, State Ave. 136th to 152nd, SR 528 / 47th Ave. Intersection and 3rd St. NE / 47th Ave Intersection.

ITEMS NO. 65 FIRST STREET BYPASS DEBT SERVICE

Yearly debt payments necessary to pay for the First Street Bypass Project.



City of Marysville
 SIX YEAR
 TRANSPORTATION
 IMPROVEMENT PLAN
 2022 - 2027

— Non-Motorized Projects	— Bridges	● Non-Motorized Projects
— Widening / Lane Addition Projects	— Street Overlays	● Traffic Safety / Intersection Improvements
— New Alignment Projects	— Joint Agency Projects	● Joint Agency Projects

Map Plotted: May 2021

MARYSVILLE
 WASHINGTON

Six – Year TIP Summary

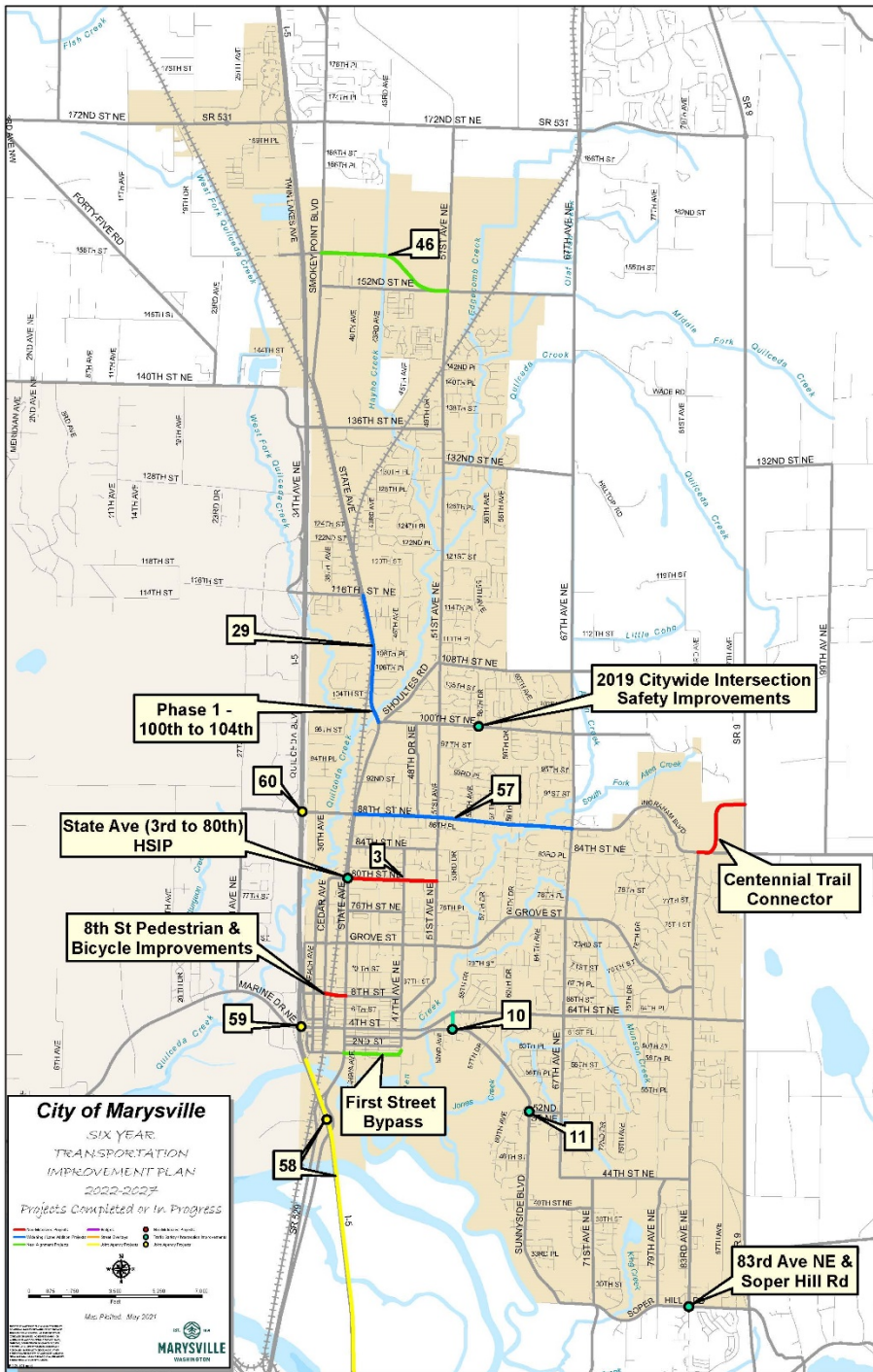
- Adoption of 6-year TIP is a requirement under RCW 35.77.015
- Total Program (6 years) \$417 million
- 2022 Estimated Program \$47 million
 - \$5.9M City Funded
 - \$3M Transportation Benefit District
 - \$10.7M Grant funded
 - \$400K Snohomish County – ILA for 88th St NE towards right-of-way
 - \$17.6M WSDOT Connecting WA Projects
 - \$4.4M Developer
 - \$4.6M City Unfunded

Funding Sources

- City Funds
 - Real Estate Excise Tax (REET)
 - Motor Vehicle Fuel Tax (MVFT)
 - Traffic Impact Fees and Mitigation
 - Bonds or Loans
 - Transportation Benefit District (TBD)

- Other Funds
 - Local Improvement Districts (LID)
 - Federal and State Grants such as:
 - **Community Development Block Grant (CDBG)**
 - **Transportation Improvement Board (TIB)**
 - Safe Routes to School Program (SRTS)
 - Pedestrian and Bicycle Program (PED-BIKE)
 - **Highway Safety Improvement Program (HSIP)**
 - **Surface Transportation Program (STP)**
 - **Congestion Mitigation Air Quality (CMAQ)**
 - **Freight Mobility Strategic Investment Board (FMSIB)**
 - Infrastructure for Rebuilding America (INFRA)
 - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) – replaces BUILD
 - Consolidated Rail Infrastructure and Safety Improvements (CRISI)
 - Snohomish County – 88th St NE ILA
 - WSDOT – Connecting Washington, State Transportation Budget
 - WA State Department of Commerce – State Appropriations

Projects Completed or In Progress



- Non-Motorized
 - Centennial Trail Connector
 - 80th St NE Non-Motorized
 - 8th Street Pedestrian and Bicycle Improvements
- Traffic Safety & Intersection Improvements
 - 83rd Ave NE and Soper Hill Rd
 - State Ave (3rd to 80th) HSIP
 - 2019 Citywide Intersection Safety Improvements
 - Sunnyside Blvd and 53rd (includes multi-use path on 53rd)
 - Sunnyside Blvd and 52nd
- Widening/Lane Addition Projects
 - State Avenue (100th St NE to 116th St NE)
 - Phase 1 – 100th to 104th
 - Phase 2 – 104th to 116th
 - 88th St NE Corridor (State Ave to 67th Ave NE)
- New Alignment Projects
 - First St Bypass
 - 156th St NE (widening east of Smokey Pt Blvd to Hayho Cr)
- Pavement Preservation
 - 2021 Pavement Preservation
- Joint Agency Projects
 - I-5 NB HOV Extension and Interchange (SR529)
 - I-5/SR528 Interchange
 - I-5/88th Interchange

Significant Projects

I-5 Improvements

- I-5 NB HOV Extension and Interchange Improvements (SR 529)
- I-5/156th St NE Interchange
- I-5/88th St NE Interchange
- I-5/SR528 Interchange

Arterial Improvements

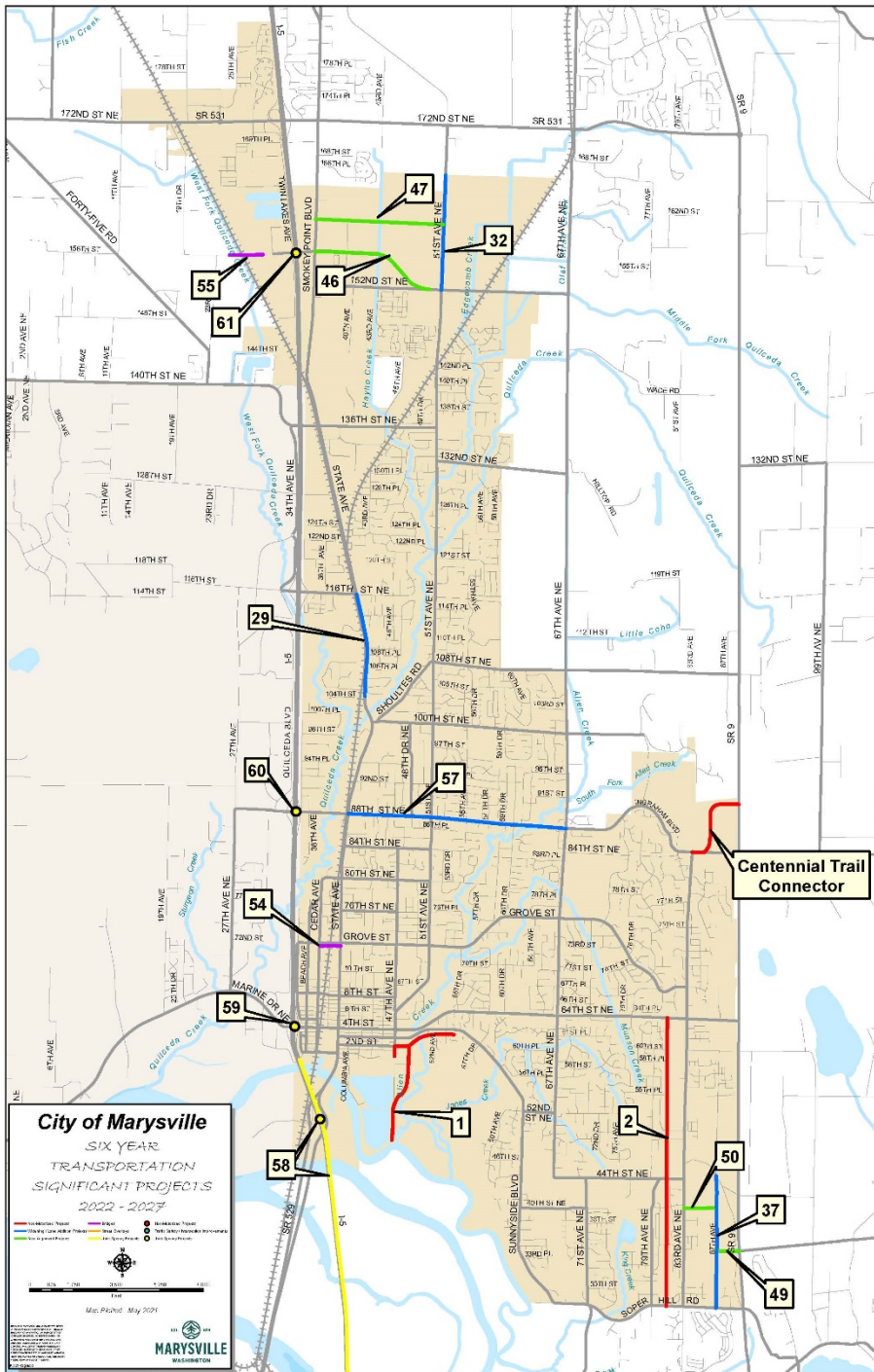
- State Avenue from 104th to 116th
- 88th St NE Corridor
- Grove Street Overcrossing
- 156th St NE Overcrossing

Economic Development

- 156th, 160th, 51st – MIC
- 35th, 87th, 40th – Whiskey Ridge

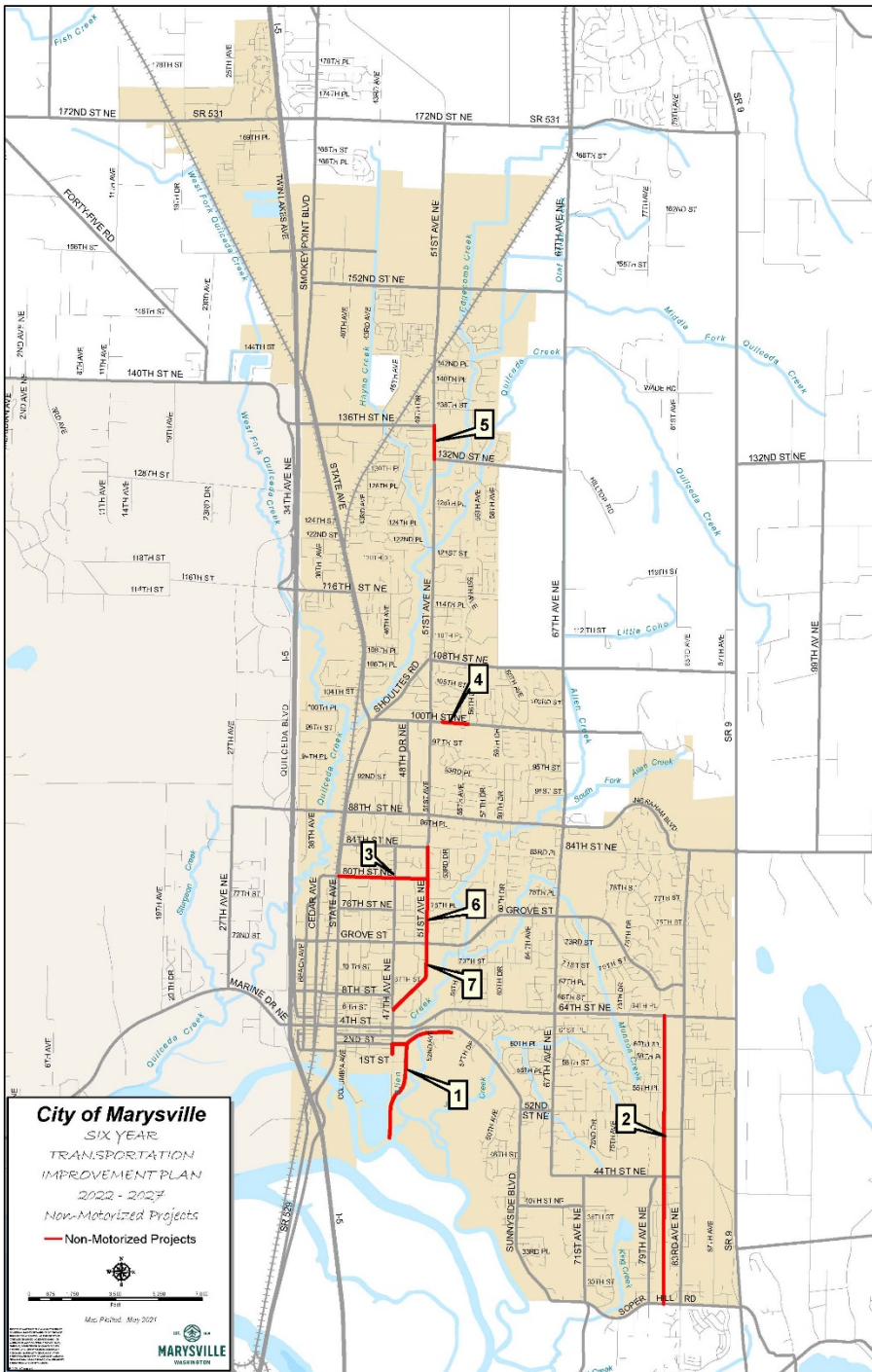
Non-Motorized

- Ebey Waterfront Trail
- Centennial Trail Connection
- Marysville – Lake Stevens Trail Connector



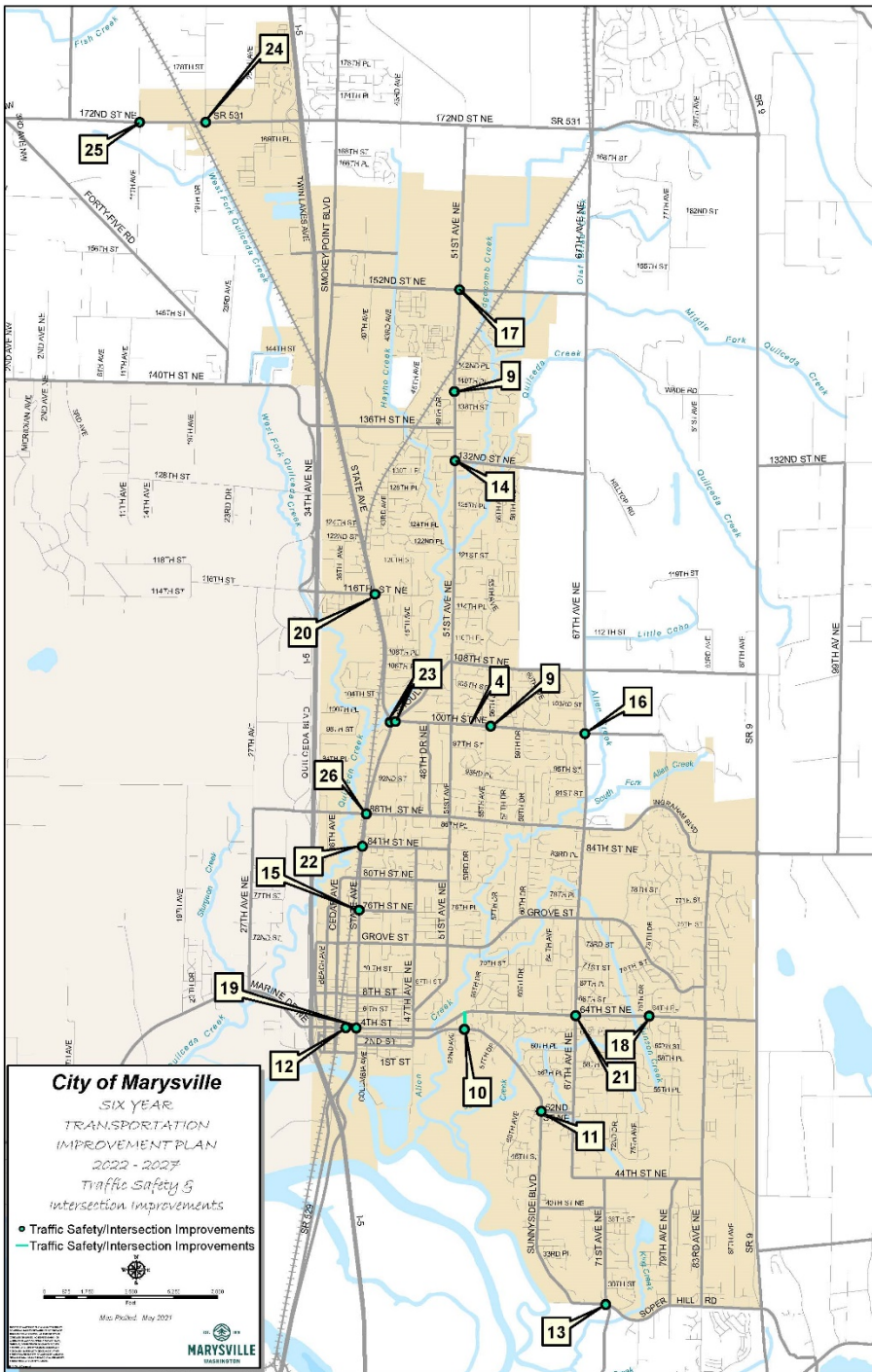
Non-Motorized Projects

- 6 Year Total - \$22.4M
- 2022 Estimated Program - \$1.5M
 - \$13K TBD
 - \$615k Grant
- 2022 Projects
 - Marysville-Lk Stevens Trail Connector
 - \$515K DOC Grant
 - Ebey Waterfront Trail – Phase IV
 - 80th St NE Non-Motorized



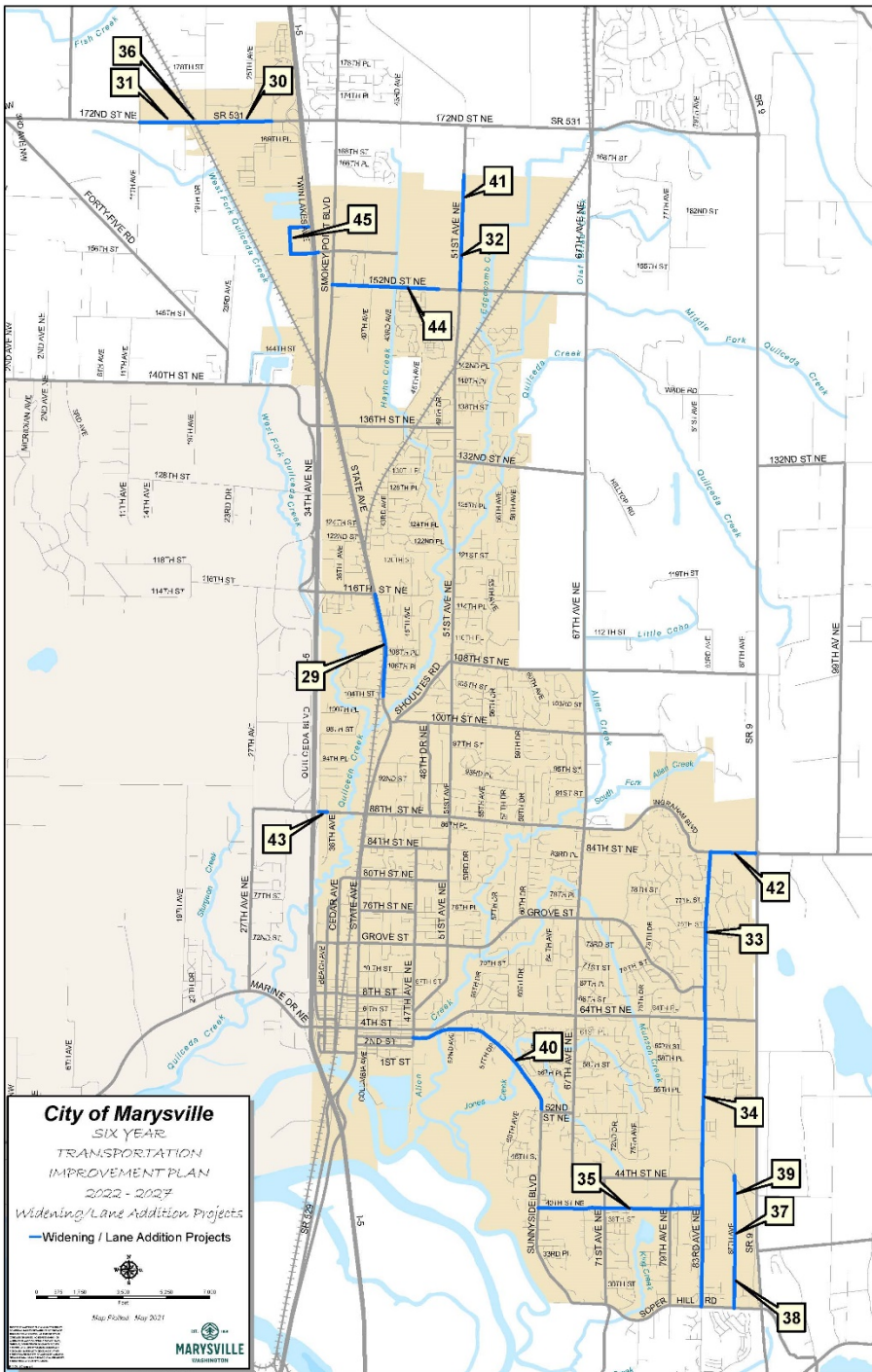
Traffic Safety & Intersection Improvements

- 6 Year Total- \$31.8M
- 2022 Estimated Program - \$1.5M
 - \$135K City
 - \$125K TBD
 - \$624K Grant
- 2022 Projects
 - 2020 City Safety Program
 - HSIP Grant
 - Various Intersection Improvements Along Sunnyside Blvd at
 - 53rd Ave NE
 - 52nd St NE



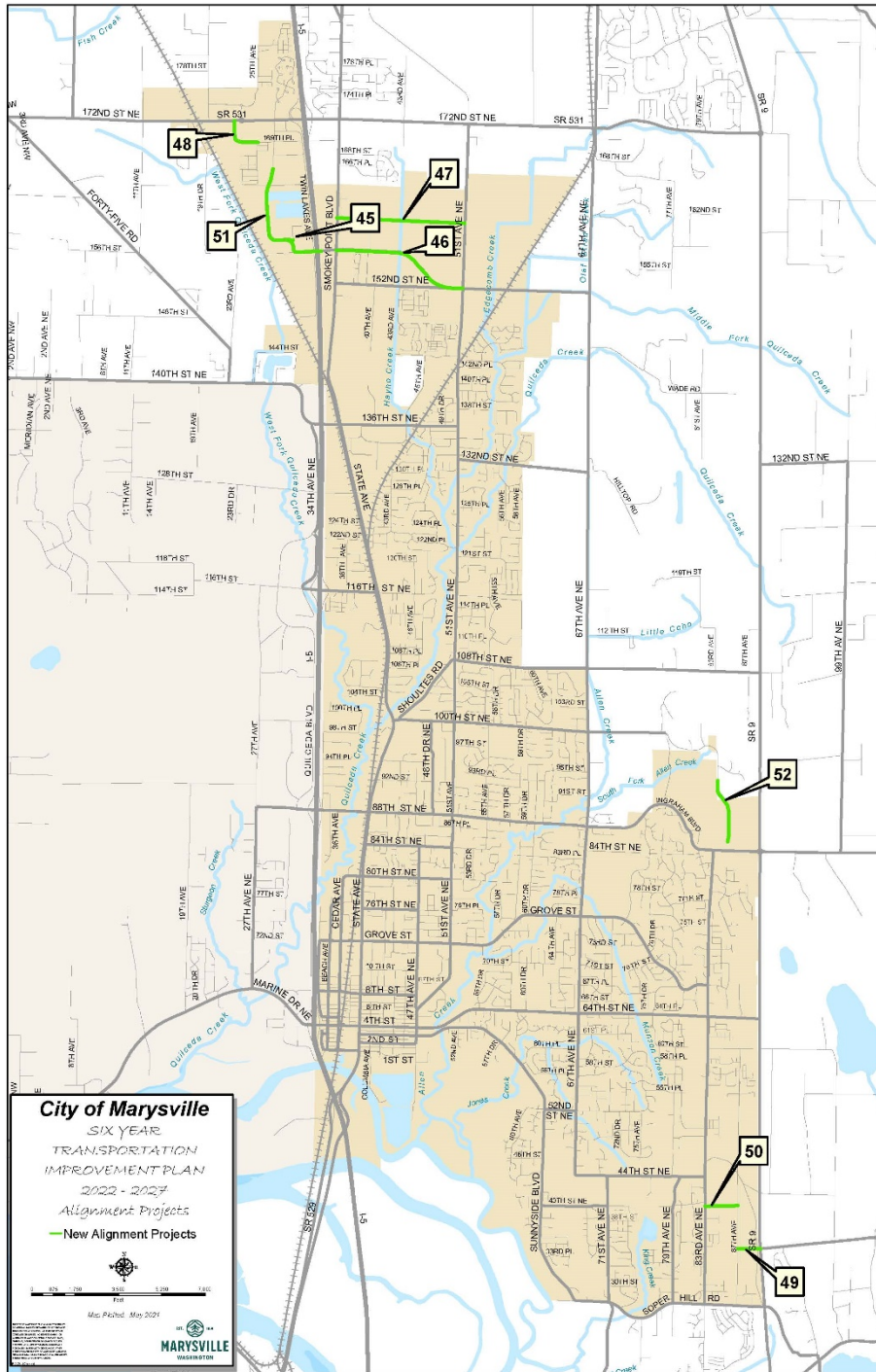
Widening/Lane Addition Projects

- 6 Year Total - \$88.1M
- 2022 Estimated Program - \$12.2M
 - \$3.6M City
 - \$4M Grant
 - \$2.4M Developer
 - \$2.2M Unfunded
- 2022 Projects
 - State Avenue Phase 2: 104th St NE to 116th St NE
 - \$4M TIB Grant for Construction



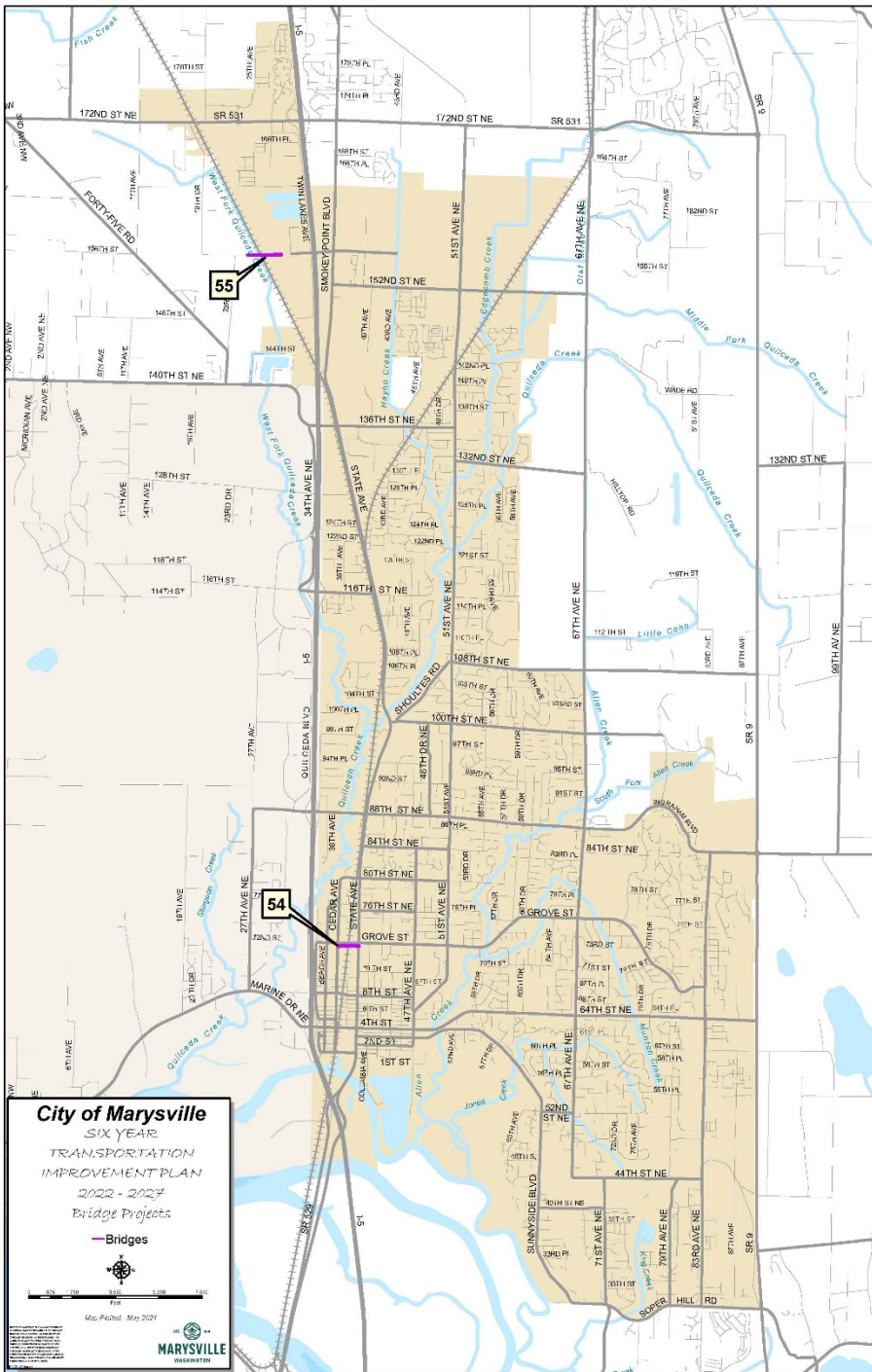
New Alignment Projects

- 6 Year Total - \$64.2M
- 2022 Estimated Program - \$3.6M
 - \$500k City
 - \$2M Developer
 - \$1M Unfunded
- 2022 Projects
 - 156th St NE
 - STP grant funded project to complete bottleneck between Smokey Pt Blvd and Hayho Creek



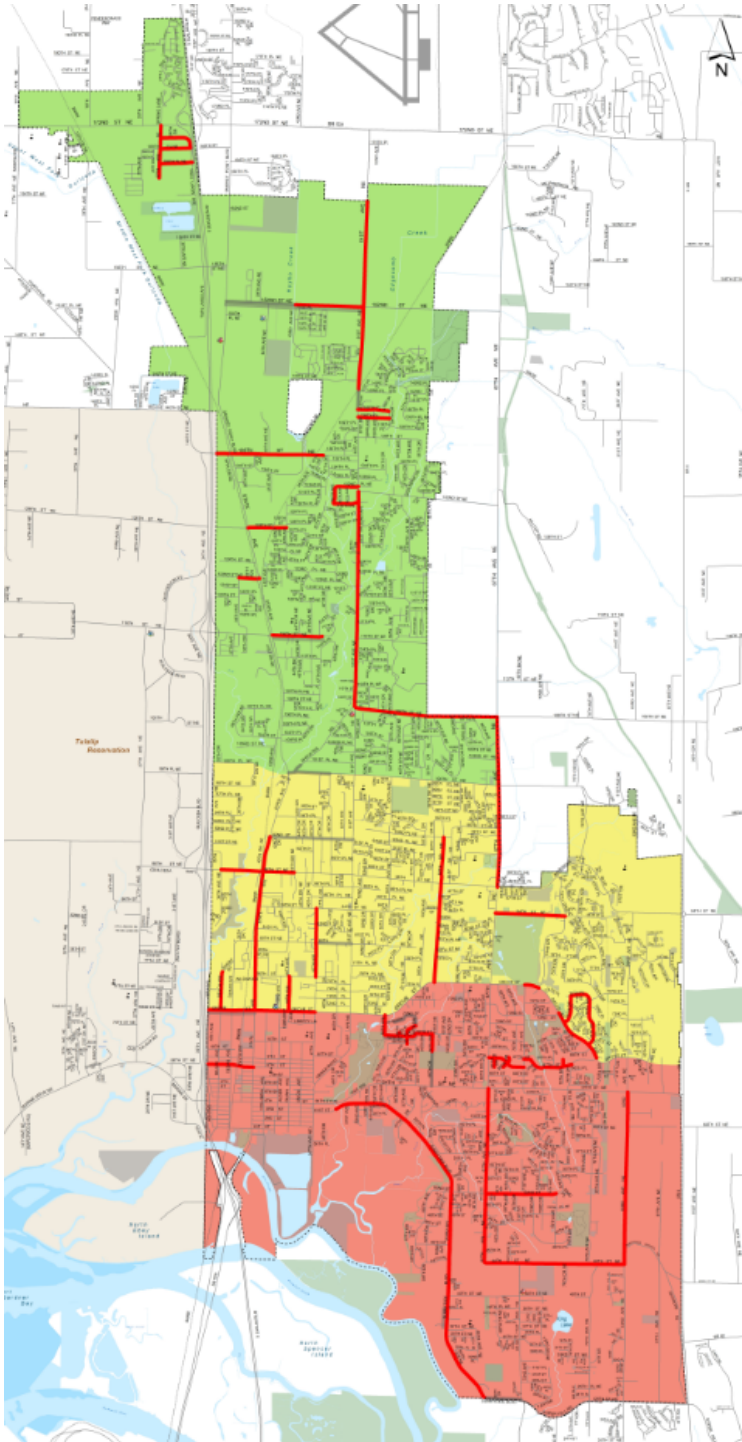
Bridge Projects

- 6 Year Total - \$45.8M
- Grove Street Overcrossing
- 156th St NE Overcrossing



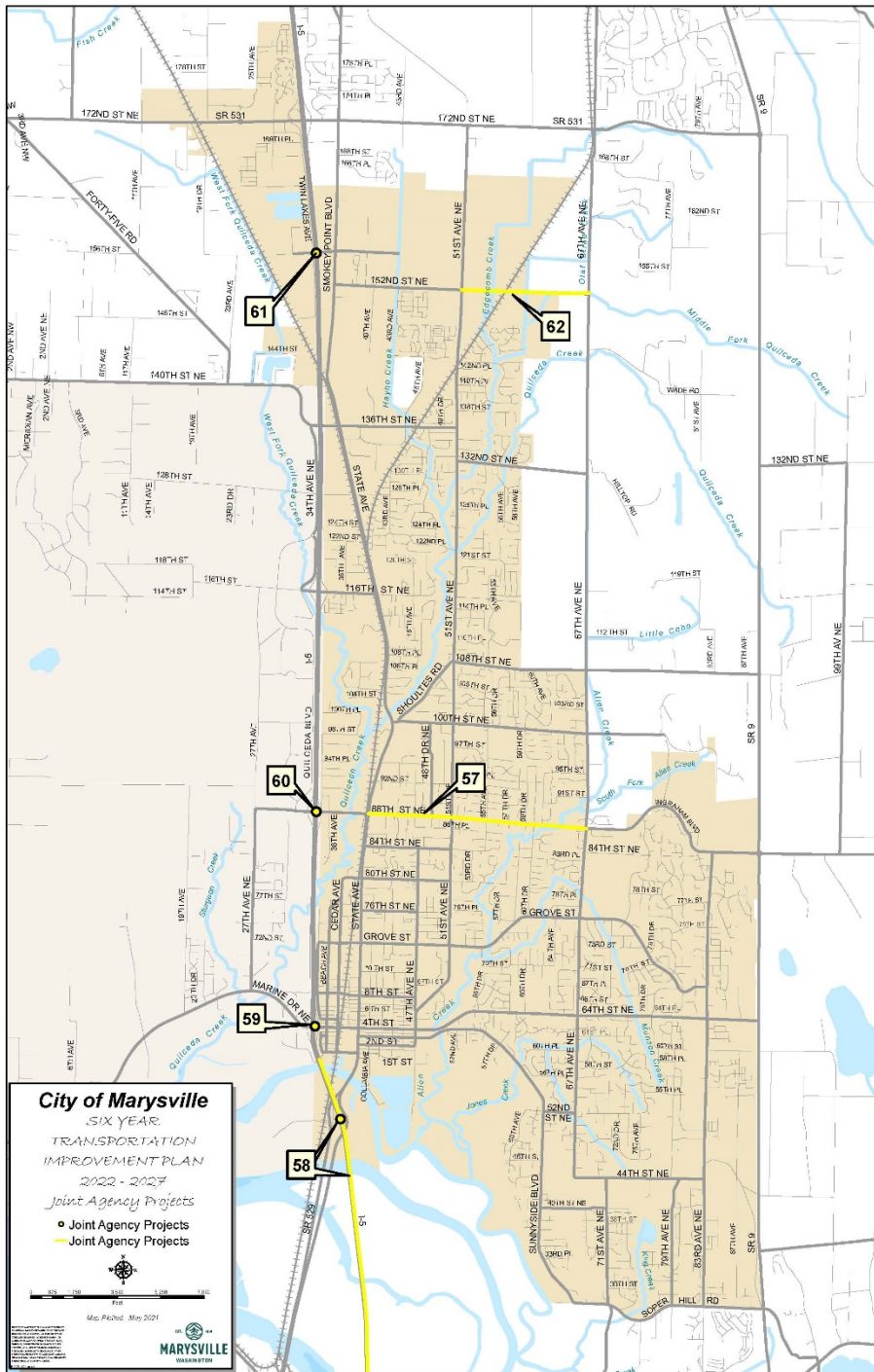
Pavement Preservation

- 6 Year Total - \$12.7M (assumes TBD continues)
- 2022 Projects
 - Annual Pavement Preservation from the Transportation Benefit District 10-year Project List
- TBD expires in 2024



Joint Agency Projects

- 6 Year Total - \$141M
- 2022 Estimated Program - \$24.1M
 - \$638K City
 - \$400K County
 - \$17.6M WSDOT
 - \$5.4M Grants
- 2022 Projects
 - 88th St NE: State Ave to 67th Ave NE
 - I-5 NB HOV Extension and Interchange Improvements (SR529)
 - 88th St NE Interchange
 - SR528 Interchange



CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF MARYSVILLE, WASHINGTON
ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2022-
2027)

WHEREAS, the City Council of the City of Marysville, Washington, pursuant to RCW
35.77.010, held a public hearing on June 14, 2021 for the purpose of revising and extending its
Comprehensive Six-Year Transportation Improvement Program; and

WHEREAS, the City Council has reviewed the current status of City streets and has
considered the testimony and exhibits presented at the public hearing, and finds that the programs
presented by the Public Works Department are in the long-range best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, that the Comprehensive Six-Year Transportation Improvement Program (2022-2027)
presented to the City Council, copies of which are on file and open to public inspection at the office
of the City Clerk, is hereby approved and adopted in its entirety.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE
that the City is hereby directed to file copies of said Programs with the Secretary of Transportation.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Attest:

By _____
Tina Brock, Deputy City Clerk

Approved as to form:

By _____
Jon Walker, City Attorney

Index #8

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Amendment to Master Service Agreement with Securus Technologies	
PREPARED BY:	DIRECTOR APPROVAL:
Cmdr. Mark Thomas	
DEPARTMENT:	
Police – Jail	
ATTACHMENTS:	
Contract and First Amendment to Master Service Agreement with Securus Technologies and City of Marysville Police Department	
BUDGET CODE:	AMOUNT:
	\$0.00
SUMMARY:	

We currently use Securus Technologies for our inmate communication system. The new jail facility will take advantage of advances in technology in the area of inmate communication, information sharing, education, programs, and services. All of which requires an expanded service model from Securus Technologies. The amendment to the current agreement would cover the expanded service model.

A synopsis of the amendment;

Securus Technologies would install / provide, at their cost, approximately \$114,300 in equipment, software services, and support. Once certain benchmarks are met the city would begin receiving a commission on services and fees paid to Securus Technologies for the services they provide to inmates.

While there is no cost associated with this agreement, if the Agreement is terminated for any reason other than Provider’s default before the end of the Term, Customer will refund the prorated amount of the Total Cost.

Securus is the leading provider of these services in correctional facilities in the nation and have contracts with several facilities in the region.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute; First Amendment to Master Service Agreement with Securus Technologies and City of Marysville Police Department</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute _____.</p>
--



**Master Services Agreement
Marysville Police Department (WA)
A000013**

This Master Services Agreement (this "Agreement") is by and between the City of Marysville ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of November 13, 2011 or the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 36 months after the Effective Date. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality

Master Services Agreement - 1 of 10

Securus Technologies, Inc. - Proprietary & Confidential - Form 11.10



Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality. The parties agree that this Agreement is a public record subject to disclosure under the Public Records Act RCW 42.56. Both parties acknowledge and agree that pursuant to this Agreement valuable marketing and technical information as well as personal information of a confidential nature may be disclosed by Provider and Customer; that such information shall be retained by each party in confidence; however, the event of a Public Records Request, prior to any disclosure the Customer will provide at least 7 calendar days, written 3rd party notice to Provider, whereby the Provider can choose whether the Provider will file for a court order to prevent or limit disclosure under the Public Records Act, or if applicable any other court action. NOTE: Customer is subject to Public Disclosure laws, and dealings with the City and confidentiality covenants must qualify under this law.

10. **Claims.** To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. **Insurance.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. **Injunctive Relief.** Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance,



failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> City of Marysville</p> <p>By: <u></u> Name: <u>Jon Nehring</u> Title: <u>MAYOR</u> Date: <u>1/19/12</u></p> <p><u>Customer's Notice Address:</u> 1635 Grove Street Marysville, WA 98270</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u></u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>1-30-12</u></p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Schedule

Marysville Police Department (WA)

A000013

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the City of Marysville ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on Gross Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider.

Signing Bonus. Within 90 days of the Effective Date, we will pay you a one-time signing bonus of \$7,500.00. If Customer terminates the Agreement for any reason before the end of the Initial Term, Customer will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. Customer acknowledges and understands that the signing bonus is one-time payment, not a recurring or annual payment.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Marysville Police Department 1635 Grove Street Marysville, WA 98270	SCP	45%	Gross Revenues	Same

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event

as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user

payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ Program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open and in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay Program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™ Text2Connect™, previously known as First Call Connect 2 ("FCC2"), is a program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of Voice Biometrics™ is requested by the Customer, a per call service charge of \$0.25 applies to intrastate calls and a per call service charge of \$0.40 applies to all interstate and international calls. The per call service charges are non-commissionable pass-through fees, and are **in addition to the call rates** and all applicable message charges, operator assistance service charges, and other miscellaneous service charges.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

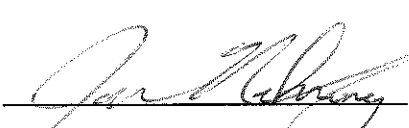
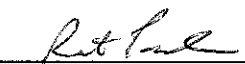
Exhibit A: Customer Statement of Work**Marysville Police Department (WA)****A000013**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and the City of Marysville ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 2 VPM sets, and storage for 180 days. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> City of Marysville</p> <p>By: <u></u></p> <p>Name: <u>Jon Nehenzy</u></p> <p>Title: <u>Mayor</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

**MARYSVILLE POLICE DEPARTMENT (WA)
A000013**

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and City of Marysville ("you" or "Customer") dated January 30, 2012 (the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 60 months, with a modified end date of May 29, 2027. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- Commission Percentage Change. As of the First Amendment Effective Date the FACILITIES AND RELATED SPECIFICATIONS chart on page 6 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Type of Call Management Service	Commission Percentage*	Revenue Base for Calculation of Commission	Commission Payment Address
Marysville Police Department 1635 Grove Street Marysville, WA 98270	SCP	0%	Gross Revenues	--SAME--

***Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

Commission will initially be set to 0%. The Commission will be increased as stated in the chart below if the following conditions are met and Customer certifies the existence of such conditions in writing to Provider¹:

<u>ADP</u>	<u>Commission Percentage*</u>
40 or greater for 3 consecutive months	45%
60 or greater for 3 consecutive months	65%
80 or greater for 3 consecutive months	75%

- Additional Applications. As of the First Amendment Effective Date, the following Applications are added to the Agreement:

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs

¹ The Commission will not change in the event Customer does not provide the required certification.

ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Services Platform – Price List below²:

Securus Video Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Pod Video Terminals - Single Handset	One Time	\$ 4,000	4	\$ 16,000
	Visitor Video Terminals - Single Handset	One Time	\$ 4,000	0	\$ -
	Visitor Video Terminals - Dual Handset	One Time	\$ 4,250	2	\$ 8,500
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	6	\$ 3,000
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	6	\$ 3,000
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Connect Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	1	\$ -
	- Forms Application (Grievance)	One Time	\$ -	1	\$ -
	- Handbook Application (.PDF)	One Time	\$ -	1	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	0	\$ -
	- Website Education Application (URL)	One Time	\$ -	0	\$ -
	- Videos Application (.MP4)	One Time	\$ -	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	0	\$ -
	- Emergency Video Application	One Time	\$ -	0	\$ -
	- Video Relay Service	One Time	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	1	\$ -
Law Library Application	Recurring	\$ -	0	\$ -	
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Connect Application	Recurring	\$ -	6	\$ -
	Phone Call Application	Recurring	\$ -	1	\$ -
	Forms Application (Grievance)	Recurring	\$ 5,000	1	\$ 5,000
	Handbook Application (.PDF)	Recurring	\$ 5,000	1	\$ 5,000
	Third Party Vendor Commissary Application	Recurring	\$ -	0	\$ -
	Website Education Application (URL)	Recurring	\$ -	0	\$ -
	Videos Application (.MP4)	Recurring	\$ -	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ -	0	\$ -
	Emergency Video Application	Recurring	\$ -	0	\$ -
	Video Relay Service	Recurring	\$ -	0	\$ -
Job Search Application	Recurring	\$ -	1	\$ -	
Law Library Application	Recurring	\$ -	0	\$ -	
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	6	\$ 3,000
	Recurring Telecom	Recurring	\$ 2,880	1	\$ 2,880
	Recording Retention (30 days)	One Time	\$ 100	4	\$ 400
	Training (per day)	One Time	\$ 2,000	2	\$ 4,000

Term: 5
 One-Time Cost 34,900
 Annual License & Maintenance Cost (per year) 15,880
Total Cost: \$ 114,300

* Customer responsible for electrical wiring

** Customer responsible for JMS/Commissary Integration Fees, if applicable

SVC and ConnectUs System Costs. Provider will cover the Total Costs set forth in the chart above unless otherwise stated herein. If the Agreement is terminated for any reason other than Provider’s default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above. Customer is responsible for all costs associated with network wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement.

Additional ConnectUs Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer’s commissary operator for such application. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer’s use of the Law Library Application, LN Prison Solutions, is also governed and conditioned upon execution of the LN End User Prison Terms, which will be provided to Customer. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in this Agreement. In the event of a conflict in this Agreement and the terms of the LN End User Prison Terms, the LN End User Prison Terms will prevail.

Customer also agrees to implement the following additional requirements:

² Additional terminals may subsequently be deployed by mutual agreement of the parties.

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
2. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.
3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from compensation otherwise owed to Customer under the Agreement. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVC Compensation to Customer. Provider will initially not pay a commission associated with SVC. If the number of monthly paid visits meets or exceeds 1.5 visits per incarcerated end user per month and the ADP at Customer's facility is 40 or greater for 3 consecutive months **and Customer certifies the existence of such conditions in writing to Provider³**, Provider will pay Customer 20% of the charges (excluding applicable taxes/fees/surcharges) collected for paid SVC sessions at Customer's Facility. Provider reserves the right to deduct SVC session credits from revenue calculations. Provider will pay SVC payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVC Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

Ownership and Use. The SVC system and ConnectUs will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the SVC system, and Provider's other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

Legality / Limited License Agreement: For services related to applications which may allow Customer to monitor and record SVC sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of SVC sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an incarcerated end user and, if deployed, hereby replaces Provider's Instant Pay Program. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

SECURUS DEBIT

SCP also includes the ability to integrate Securus Debit accounts. A Securus Debit account is a prepaid account owned by an incarcerated end user which is utilized to pay for certain of Provider's services, and is funded either through a transfer from a trust/commissary account or through deposits from friends and family. Once deposited in the Securus Debit account,

³ The Commission will not change in the event Customer does not provide the required certification.

funds become property of the incarcerated end user. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call.

Provider will invoice Customer on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt. For Securus Debit calls, Provider will pay Customer the same commission that is described in Section 2 of this First Amendment. Provider reserves the right to deduct call credits from usage. Provider will remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date. If Securus Debit is used to pay for other Provider services, those transactions will be commissioned as described in the section of the parties' Agreement specifically relating to those services.

OUTBOUND VOICEMAIL

Outbound Voicemail allows friends and family to retrieve voicemails from incarcerated end users. If a call goes unanswered, the caller may leave a voicemail. Provider will send a text message to the dialed number with a link to pay for and listen the message. Based on the actual duration of the call, Outbound Voicemail transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). Outbound Voicemail calls are commissioned in the same manner as collect calls.

EMESSAGING

Provider's eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus applicable taxes)
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

Provider will initially not pay a commission associated with eMessaging. If the ADP at Customer's facility is 40 or greater for 3 consecutive months **and Customer certifies the existence of such conditions in writing to Provider⁴**, Provider will pay Customer a commission of 10% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

4. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of telephone services to a model where those services are taxpayer-funded / paid for by Customer.

5. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

6. Addition to Miscellaneous Terms. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

7. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335

8. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

⁴ The Commission will not change in the event Customer does not provide the required certification.

CUSTOMER: City of Marysville By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: _____ Name: _____ Title: _____ Date: _____
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

Index #9

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Contract Extension for Custody Medical Services	
PREPARED BY:	DIRECTOR APPROVAL:
Cmdr. Mark Thomas	
DEPARTMENT:	
Police – Jail	
ATTACHMENTS:	
Proposed contract extension	
BUDGET CODE:	AMOUNT:
Detention Professional Services #541000	Charged per patient seen
SUMMARY:	

The current jail medical service contract with vendor, Rea Boyd APRN, BC, PLLC expires June of 2021.

The proposed contract extension would cover June 2021 through December 31st, 2021. In addition to the extension, we have requested a MAT (Medical Assisted Treatment) program be added to the services provided by Rae Boyd APRN, BC, PLLC.

The MAT program is a recognized medical assisted treatment program for individuals who are detoxing from an opioid addiction. A necessary process in any detention facility.

The addition of a MAT Program would have an associated cost of \$500 per patient for those inmates requiring the MAT program while incarcerated at the Marysville Detention facility.

Rate comparison:

Current Contract: (June 1, 2020 –June 1, 2021)	Contract Extension: (June 1, 2021 – December 31, 2021)
Per patient seen.....\$120.00	Per patient seen.....\$150.00
Per procedure performed.....\$170.00	Per procedure performed.....\$175.00
Per phone consult....\$50.00	Per phone consult....\$50.00
	Per MAT patient.....\$500.00

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute; The extension of the existing medical service contract with Rae Boyd APRN, BC, PLLC, for the Marysville jail facility</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute _____.</p>

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as The City of Marysville with a mailing address of 1635 Grove Street, Marysville, Washington, 98270 (“Client”)

AND

A business entity known as Rae Boyd APRN, BC, PLLC with a mailing address of 24115 145th Ave SE, Snohomish, Washington, 98296-6985 (“Contractor”).

WHEREAS the Client intends to pay the Contractor for services provided, effective June 1 2021, under the following terms and conditions:

II. Services. The Contractor agrees to perform the following: Medical Services

Hereinafter known as the “Services”.

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

The Contractor shall be entitled to commissions based on: The Contractor will be paid \$150 per patient seen, \$175 per procedures performed such as incision and drainage, wound management, EKG, and suture removal and a charge of \$50 per phone consult. A Medication Assisted Treatment Program (MAT) will be billed per patient seen at a rate of \$500. This may include daily assessment up to 3 days. Additional charges may incur with unusual needs required for medical services. This will be negotiated prior to service required.

IV. Due Date. The Services provided by the Contractor shall begin on June 1 2021 and end on December 31 2021. All Services provided by the Contractor must be completed by December 31 2021.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor’s employees or contract personnel are, or shall be deemed, the Client’s employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VII. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor

agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be a minimum amount of combined single limit of \$1,000,000.00.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate on December 31 2021.

In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. Option to Terminate. The Client and Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section XIV.

XVI. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a Washington state court.

XVIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

XX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. Negotiated cost will be confidential. The contractor will provide services until end of contract date. Contract can be terminated immediately if both parties agreeable.

XXIII. Governing Law. This Agreement shall be governed under the laws in the State of Washington.

XXIV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ **Date** _____

Print Name _____


Contractor's Signature Rae Boyd AENP **Date** 5-17-21

Print Name Rae Boyd AENP

Index #10

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Ranney Well Pump & Motor Repair and Replacement	
PREPARED BY:	DIRECTOR APPROVAL:
Kim Bryant, Water Operations Supervisor	
DEPARTMENT:	
Public Works, Water Division	
ATTACHMENTS:	
Public Works Contract, Quote, Sole Source Justification	
BUDGET CODE:	AMOUNT:
40141580.541000.2103	\$92,178.92
SUMMARY:	

In August of 2020, one of two pumps failed at the Ranney Well. With only one pump, the amount of potable water generated by this source was cut in half. Additionally, redundancy was lost at the site. The pump was pulled by PumpTech in September 2020 at a cost of \$23,674.38. An evaluation determined the pump could not be repaired, it needed to be replaced. The evaluation also determined that the motor could be repaired. Finally, it was determined that the check valve had failed. Sole Source Justification is proposed to utilize PumpTech to have the motor repaired, then reinstall the new pump, check valve and motor. Utilizing Pump Tech will allow us to be able to complete the project within the limited time frame the caisson is accessible.

Staff is seeking approval to enter into a contract with PumpTech, Inc., to have the motor repaired, the check valve replaced and to have both the pump and motor reinstalled. Replacement of the failed pump and motor will provide the city with the ability to have the remaining pump at this site pulled and evaluated while still providing potable water. With the ultimate goal of being able to pump at full capacity from this source.

Cost to pull the pump and motor:	\$23,674.38 (paid with PO O9556 in 2020).
Cost to repair/replace:	\$92,178.92
Total Project Cost:	<u>\$115,853.30</u>

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Ranney Well Pump & Motor Repair and Replacement contract with PumpTech, Inc. in the amount of \$92,178.92 as a legitimate sole source of supply for this service/product.
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Ranney Well Pump & Motor Repair and Replacement contract with PumpTech, Inc. in the amount of \$92,178.92.

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and PumpTech Inc, a Corporation, organized under the laws of the state of WA, located and doing business at 12020 SE 32nd St Ste 2, Bellevue, WA 98005 (the “Contractor”).

WHEREAS, the City desires Ranney Well Pump & Motor Repair and Replacement; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Ranney Well Pump & Motor Repair and Replacement Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than November 30, 2021.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed Ninety Two Thousand One Hundred Seventy Eight Dollars and Ninety Two Cents (\$92,178.92) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. Payment and Performance Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. Retainage. The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

8. Termination of Contract.

a. Termination. The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as

scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, 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 Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote

accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

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

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.
- f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

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

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of

race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Kim Bryant, and shall be administered for the Contractor by the Contractor's Contract Representative, Doug Davidson. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Kim Bryant, Water Operations Supervisor
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

To Contractor: Doug Davidson, President
 PumpTech Inc.
 12020 SE 32nd St Ste 2
 Bellevue, WA 98005

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract 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 Contract did not contain the particular part, term, or provision held to be invalid.

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

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract 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 Contract, 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.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

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

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

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

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

This Contract 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 Contract.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____
_____(Name)
Its: _____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents

PumpTech Inc. is to purchase a replacement pump and have the motor refurbished as described in quote 0156404. They will then install said pump and motor into the Ranney Well. Upon installation of the pump and motor, the check valve and discharge piping is to be replaced as well. Startup services will be performed by contractor after installation.



Sales Quotation

TO:
 Kim Bryant
 Marysville, City of
 80 Columbia Ave
 Marysville, WA 98270
 Phone: 425-754-2597

Salesperson: Bellevue Shop / Nicholas Ringstad **Quote #:** 0156404
Lead Time: 8 weeks **Date:** 8/25/2020
FOB: FOB ORIGIN - FFA **Expires:** 6/30/2021
Ship Via: PUMPTECH TRUCK
Project Name: Ranney Well Motor Fail

Item		Price	Qty	Extend
Pump	Flowsolve Pump, 12EHL, 4 Stage, 100GPM @ 180ft, replacement to 00WS0037 to fit 10M BJ Motor	19966.00	1.00	19,966.00
Motor Refurb	10", 100HP BJ Motor Refurbishment, Disassemble, Clean, Inspect, Check rotor for straight and balance, replace all gaskets, filter and fluids, Reassemble, Test and Paint. New 20ft #2AWG pigtail, Rewind stator. Replacement of all bearings and convert to double mechanical seal from Mercury seal.	35296.67	1.00	35,296.67
12" M&H swing check valve	12" FLG SWING CHECK VALVE AWWA C508 RUBBER FACE M&H FIG 59-02, KENNEDY FIG 1106A, FUSION EPOXY IN AND OUT (774 LBS)	9645.14	1.00	9,645.14
Install Well	Install BJ Submersible Pump and Motor into Ranney Well. Includes mobilization of 40 Ton crane, 4-man Crane Crew, tools and gear to install. Est two days install, one day startup. Includes all Labor and travel. Startup services included	19660.00	1.00	19,660.00

The above order is subject to Pumptech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.
 By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal	84,567.81
Freight:	0.00
Sales Tax:	7,611.11
Total:	92,178.92



STANDARD TERMS AND CONDITIONS

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTTECH, INC., comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, INC. (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, INC.'s acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, INC. communicates to Purchaser via PUMPTTECH, INC.'s acknowledgement, in writing. PUMPTTECH, INC.'s obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, INC., whether or not they would materially alter the Agreement, and PUMPTTECH, INC. hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, INC. prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, INC.'s payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, INC. may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, INC.'s "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, INC.'s facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, INC. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, INC. in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, INC. has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, INC., PUMPTTECH, INC., at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, INC. elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, INC. pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, INC. for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, INC. shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, INC. receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, INC.'s sole obligation shall be, at PUMPTTECH, INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, INC. shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, INC.'s shop in Bellevue, Washington or to such location as PUMPTTECH, INC. may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, INC. in such a state that PUMPTTECH, INC. may inspect the item immediately upon PUMPTTECH, INC.'s receipt thereof. If found to be defective, PUMPTTECH, INC. will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY. PUMPTTECH, INC.'s liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, INC. BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, INC. and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, INC.'s services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, INC. and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



SOLE SOURCE JUSTIFICATION

Department Head: ~~Kari Chennault~~ Jeff Laycock

Department: Water Operations

Sole Source for the Purchase of: Removal and Repair/Replacement of Ranney Well Pump and Motor

Supplier: Pump Tech

Cost Estimate: \$100,000

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

STATEMENT OF NEED:

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

1. Please describe the item and its function:

We have a potable water source located in the Stillaguamish River called the Ranney Well. This well site has a caisson that is down on the river bed, and approximately 9 months a year it is under the river and not accessible. Inside the caisson there are two pumps and motors as well as piping. In August of 2020 we had one of those pumps/motor fail. We had a very limited amount of time to have someone pull the pump and motor before the caisson was under water and inaccessible. The location of the pump and access to it makes this an out of the ordinary process. If we were unable to get someone in quickly, that could access the caisson on the river bed, we would have had to wait a year for the caisson to be accessible again. Pump Tech had worked at this site in the past and has the 40 ton truck needed, and because of that coupled with the extremely limited amount of time we had to access it, we called Pump Tech and had them pull the pump and motor. This was considered an emergency situation. They have since evaluated the pump, and it needs to be replaced. Additionally, they have sent the motor to be evaluated, and it can be rebuilt. We would like to have Pump Tech complete this project by replacing the pump and reinstalling the rebuilt motor associated with the pump. If completion of this project is put out to bid we anticipate missing the short time period during which the caisson is not under water, which means the work could not be completed in 2021.

2. This is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, “opened box,” or similar special bargains) (please provide supporting material such as price comparison)

- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

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

They had the known ability and equipment to access the pump and motor on the riverbed in the extremely limited amount of time we had to get it pulled. More specifically, this vendor owns a 40 ton truck that is readily accessible and has prior knowledge and experience working on this equipment at this location.

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

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

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

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

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

Requestor

Kim Bryant / 4/21/21
Signature Date

Department Head

[Signature] / 05/25/21
Signature Date

City Attorney

[Signature] / 4/21/2021
Jon Walker Date

Routing Instructions:

1. Route completed form and any supporting documents to City Attorney for review.
2. If service/product exceeds \$100,000 the executed form must be included in packet for Council.
3. Include the following sentence in the "recommended action" section on the agenda bill:


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

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14th, 2021

AGENDA ITEM:	
Project Acceptance: 2020 Pavement Preservation Program	
PREPARED BY:	DIRECTOR APPROVAL:
Jason Cantu, Engineering Technician	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Physical Completion Letter	
BUDGET CODE:	AMOUNT:
10200030.548000.TB001	N/A
SUMMARY:	

The 2020 Pavement Preservation project included pavement repair, planing bituminous pavement, 2-inch asphalt pavement resurfacing, sidewalk ramp replacement to meet ADA standards, utility adjustments, channelization, restoration and other miscellaneous work on sections of 67th PL NE, 67th St NE, Grove St, 67th Ave NE, and all of 44th St NE. This project was funded by the Transportation Benefit District.

On September 14, 2020, Council authorized a supplement to the construction contract to authorize additional overlays in Downtown, including sections of 10th St, 5th St, Columbia Ave, Alder Ave, and Quinn Ave.

The City Council awarded the 2020 Pavement Preservation to Reece Construction Company on May 11, 2020 for the bid amount of \$1,182,170.70 including a management reserve of \$100,000.00 for a total allocation of \$1,282,170.70. The project was completed in the amount of \$1,188,032.18, or \$5,861.48 (0.5%) above the bid amount.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the 2020 Pavement Preservation Program project, starting the 60-day lien-filing period for project closeout.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to accept the project.</p>



MARYSVILLE
PUBLIC WORKS

May 25, 2021

Reece Construction Company
Attn: Sasha Conner
PO Box 1531
Marysville, WA 98270

Subject: 2020 Pavement Preservation Program – TB001
Notice of Physical Completion of Project

Dear Sasha,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of 4/22/2021.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavits of Wages Paid (including all subcontractors)

Thank you Sasha.

Best,

Jason Cantu
Engineering Technician


(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

Index #12

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
2020 Transportation Benefit District Annual Report	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Annual Report Presentation	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
Per RCW 36.73.160(2), the Marysville Transportation Benefit District is required to issue an annual report detailing the District's revenues, expenditures and status of projects, including cost and construction schedules. The report is to be distributed to the public and newspaper of record. Attached is the 2020 annual report and presentation for review and approval.	

RECOMMENDED ACTION:

Staff recommends that Council approve the 2020 Transportation Benefit District annual report as attached.

RECOMMENDED MOTION:

I move to approve the 2020 Transportation Benefit District annual report.



Marysville Transportation Benefit District

Official Notice of 2020 Annual Report

MARYSVILLE
PUBLIC WORKS

NOTICE IS HEREBY GIVEN that the City Council is issuing the Marysville Transportation Benefit District 2020 Annual Report to the Marysville residents.

The Marysville Transportation Benefit District (MTBD) was created on January 13, 2014. The creation of the MTBD established the boundaries as the entire City of Marysville as it currently exists or any adjustment to the boundaries in the future. In April, 2014 the citizens of Marysville approved a ballot measure authorizing the MTBD to collect two tenths of one percent sales tax for a period of 10 years.

Revenues from this tax are to be dedicated for the purposes of ongoing transportation improvements that preserve, maintain and as appropriate, construct or reconstruct the transportation infrastructure of the City of Marysville.

The MTBD is governed by the City of Marysville Council. The MTBD began receiving sales tax receipts in December, 2014.


2020 Report

2020 Financial Summary of the MTBD activity (as of 12/31/2020):

Sales Tax & Investment Income	<u>3,053,565</u>
TOTAL REVENUES	\$ <u>3,053,565</u>
83RD & SOPER HILL INTERSECTION Total	691,826.82
80TH ST NE NON-MOTORIZED Total	34,120
SUNNYSIDE BLVD & 53RD AVE NE Total	58,683
2020 TBD OVERLAYS Total	1,399,818
ALDER AVE SIDEWALKS Total	35,767
ADA TRANSITION PLAN Total	91,266
SOPER HILL & 71ST AVE NE Total	25,346
2019 TBD OVERLAYS Total	98,579
PAVEMENT MANAGEMENT SYSTEM Total	<u>68,163</u>
TOTAL EXPENDITURES	\$ <u>2,503,569</u>

Please visit <http://www.marysvillewa.gov> for additional information.

CITY OF MARYSVILLE


Sandy Langdon, Finance Director
Dated December 31, 2020

(360) 363-8100

Public Works
80 Columbia Avenue
Marysville, WA 98270

2020 Transportation Benefit District Annual Report



The Transportation Benefit District (TBD) is pleased to present its 2020 Annual Report. This report is designed to provide information to the citizens of Marysville about how their TBD dollars were spent.

Background

Why the TBD was Established?

The TBD was formed by the Marysville City Council in 2013 to replace the transportation funding used to preserve, maintain and expand the City's transportation infrastructure.

What is a TBD?

The TBD is a separate and independent taxing district authorized by state law and created for the sole purpose of repairing, building, improving, preserving and funding transportation improvements within the district. Due to changes in State Law, the City has assumed all rights, powers, immunities, functions and obligations of the TBD. (see Ordinance No. 3006)

What is the Funding Source?

On April 2014, Marysville voters approved a 0.2% sales and use tax increase. The tax increase went into effect on October 1, 2014. The revenue from the sales tax is estimated to generate \$1.6 million per year over a 10-year period towards TBD-designated projects.

Additional Information is available on the City's Website at:
<http://marysvillewa.gov/index.aspx?NID=585>



TBD Oversight

The Marysville City Council oversees the Transportation Benefit District. TBD business will be conducted with regular City Council business at City Council meetings held on the second and fourth Monday's of the month. Meetings are held at the Marysville City Hall, Council Chambers, 1049 State Avenue.

City Council

Jeffrey Vaughan
Stephen C. Muller
Kamille Norton, Council President
Tom King
Michael Stevens
Kelly Richards
Mark James

Mayor

Jon Nehring

Questions or Comments:

Please contact the City of Marysville Public Works Department at (360) 363-8100.

2020 Pavement Preservation

The 2020 Pavement Preservation Program included asphalt resurfacing at the locations shown below. This work included pavement repair, pavement overlay, and replacement of sidewalks ramps as required under ADA at locations per below.

Total Project Cost: \$1,399,818

- **44th St NE (71st Ave NE to 83rd Ave NE)**
- **67th Place NE (67th Ave NE to 71st Ave NE)**
- **67th Street NE (71st Ave NE and 76th Dr NE)**
- **Grove Street (76th Dr NE to 83rd Ave NE)**
- **5th Street (Cedar to Beach)**
- **10th Street (Cedar to Beach)**
- **Alder (3rd to 4th)**
- **Quinn (3rd to 4th)**
- **Columbia (3rd to 4th)**



83rd and Soper Intersection Improvements

This was a joint project within the City of Lake Stevens to construct a mini-roundabout within the intersection. The 2020 TBD expense was \$691,827.



Other 2020 TBD Expenditures

The following TBD expenditures, on Council approved TBD projects, occurred in 2020 and are summarized below:

Construction –

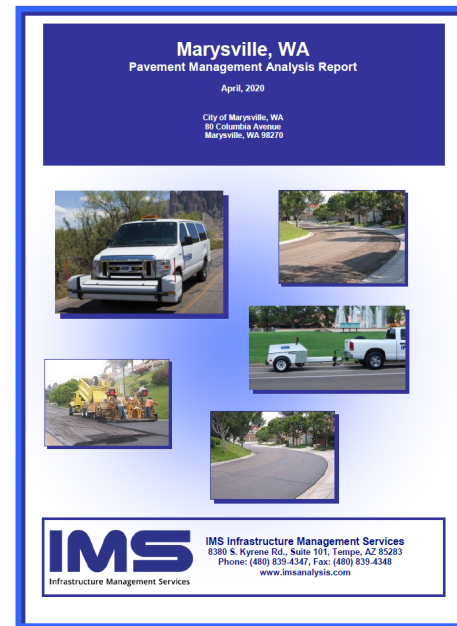
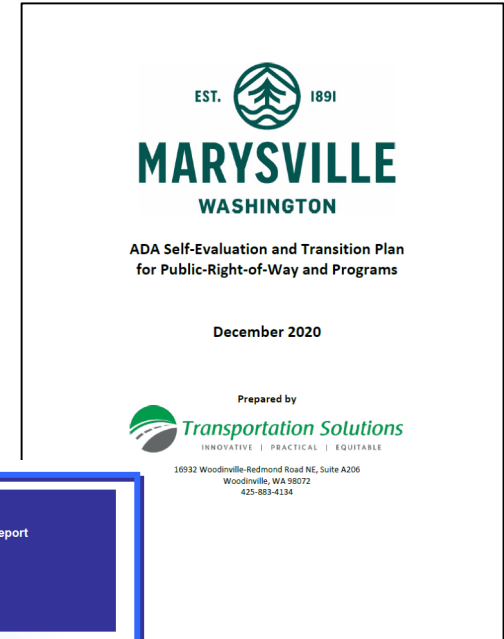
- \$35,767 – Alder Ave Sidewalk Improvements
- \$98,579 – 2019 Pavement Preservation Program

Design –

- \$34,120 – 80th St NE Non-Motorized (also funded by CMAQ grant)
- \$58,683 – Sunnyside Blvd and 53rd Ave NE (also funded by CMAQ grant)
- \$25,346 – Soper Hill Rd and 71st Ave NE (pre-design phase)

Planning –

- \$68,163 – Pavement Management System Update
- \$91,266 – ADA Transition Plan (Adopted December 2020)



2020 Summary

Beginning Balance 2020

\$2,612,240 **

Total TBD Expenditures in 2020

\$2,503,569

Total TBD Revenue in 2020

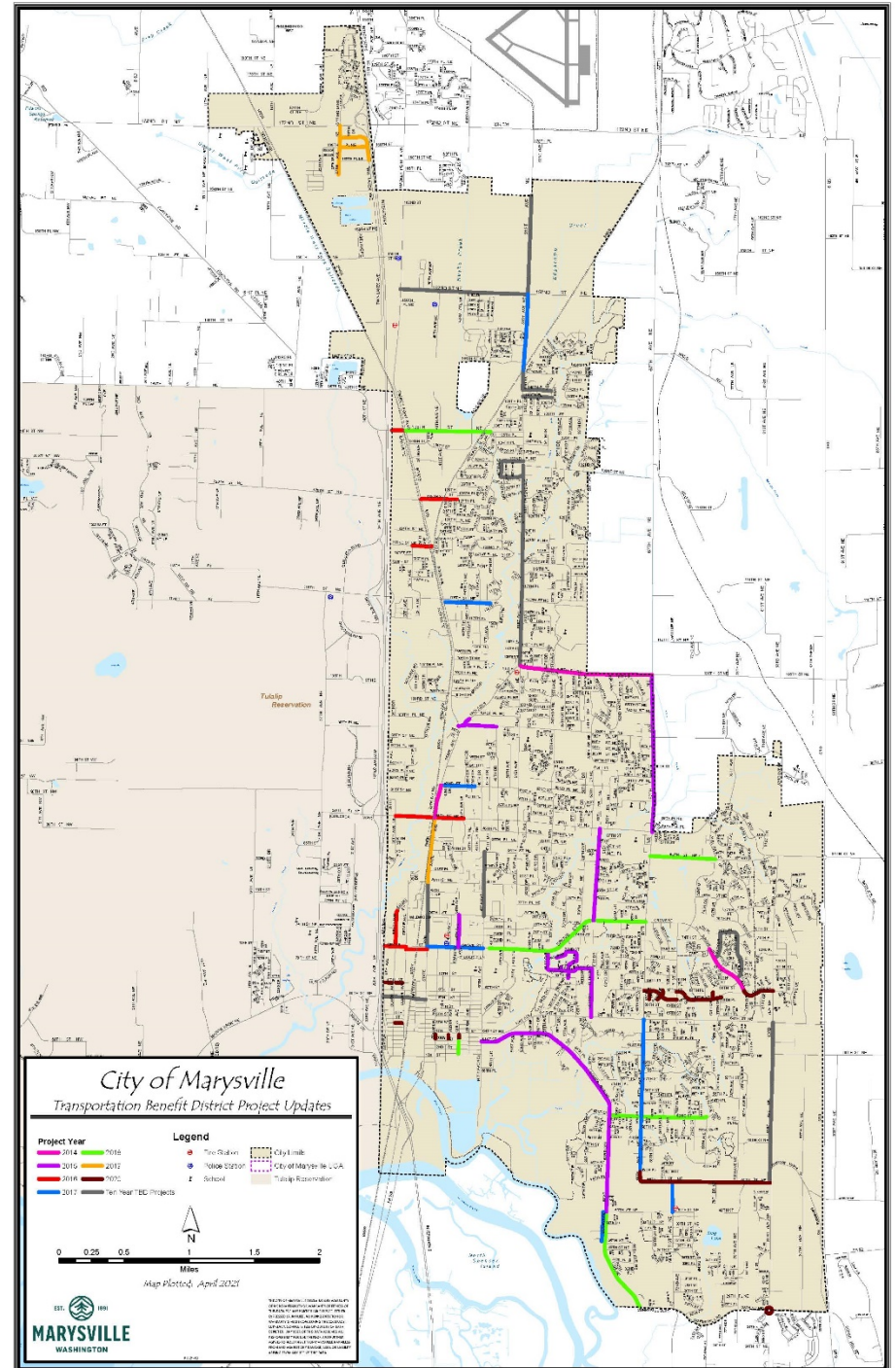
\$3,053,565*

*up \$1,453,565 from \$1,600,000 projected

Year End Balance 2020

\$3,162,236**

**does not include year-end accrual adjustments



2021 TBD Projects

Construction –

- **2021 Pavement Preservation**
 - **State Avenue – 80th St NE to Grove Street**
 - **47th Ave NE – 76th St NE to 84th St NE**
- **8th Street Improvements – State Ave to Ash Ave (construction anticipated late 2021)**
- **2020 Pavement Preservation – completed punchlist from last year’s program**


Design –

- **80th St NE Non-Motorized (also funded by CMAQ grant) – right-of-way in 2021**
- **Sunnyside Blvd and 53rd Ave NE (also funded by CMAQ grant) – design and right-of-way in 2021**
- **Soper Hill Rd and 71st Ave NE - complete pre-design**
- **2022 Pavement Preservation**

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Resolution Adopting Policies and Procedures for Right-of-Way Acquisition	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Resolution, Right-of-Way Procedures, Waiver of Appraisal Procedure, Administrative Settlement Policy	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>The Washington State Department of Transportation (WSDOT) requires agencies using federal funds on projects administered by WSDOT to have Approved Right-of-Way (ROW) Procedures that meet program requirements. The City's ROW Procedures were last updated in 2017. The ROW Procedures are intended to be updated at least every three years and when changes to staff occur.</p> <p>The attached ROW Procedures and Waiver of Appraisal Procedure documents are standard form documents from WSDOT. Only the City staff listed in the document have authority to manage and administer right-of-way activities on federally funded projects.</p> <p>The attached Administrative Settlement Policy is <u>not</u> a standard form document from WSDOT. The policy is intended to formalize the City's administrative settlement policies and procedures as outlined in the attachment. This includes Chief Administrative Officer and Public Works Director authority to offer 10% within fair market value. Any settlement above 10% fair market value will require Mayor or Council approval depending on the settlement amount. The Mayor will have authority to offer above 10% fair market value for settlements below \$100,000. Council will have authority to offer above 10% fair market value for settlements above \$100,000. The only change to this policy is the amount of the Mayor's threshold increased from \$75,000 to \$100,000.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council approve a resolution and authorize the Mayor to sign the attached Right-of-Way Procedures, Waiver of Appraisal Procedure and Administrative Settlement Policy thereby adopting the City's right-of-way procurement policy consistent with the Washington State Department of Transportation program requirements.	
RECOMMENDED MOTION:	
I move to approve the resolution and authorize the Mayor to sign the attached Right-of-Way Procedures, Waiver of Appraisal Procedure and Administrative Settlement Policy.	

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING POLICIES AND PROCEDURES FOR RIGHT-OF-WAY ACQUISITION AS REQUIRED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY TO OBTAIN SUCH RIGHTS-OF-WAY WHEN THE COST OF ACQUISITION IS LESS THAN \$100,000.00, AND REPEALING RESOLUTION 2431.

WHEREAS, when right-of-way is acquired using federal grant funds, the City must conform with federal regulations; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has policies that conform with applicable state and federal regulations; and

WHEREAS, to fulfill these requirements the City must acquire rights-of-way and real property in accordance with the policies set forth in the WSDOT Right-of-Way Manual and the Local Agencies Guidelines Manual; and

WHEREAS, adopting WSDOT documents -- LPA001 – ROW Procedures & Staff Experience and LPA003 – Waiver of Appraisal Procedure – is necessary to comply with these requirements; and

WHEREAS, adopting policies and procedures for right-of-way acquisition and administrative settlements is also necessary to comply with these requirements; and

WHEREAS, to expedite the acquisition of real property and interests in real property for right-of-way, the City Council authorizes the Mayor to execute all necessary documents to transfer ownership when the compensation paid for such property is less than \$100,000.00; and

WHEREAS, adopting the Right of Way Acquisition Administrative Settlement Policy & Procedures for Marysville will enhance the City's ability to relieve traffic congestion and improve its transportation network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that WSDOT documents -- LPA001 – ROW Procedures & Staff Experience and LPA003 – Waiver of Appraisal Procedure attached as Exhibits A and B are adopted for use by the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council authorizes the Mayor to execute all necessary documents to transfer ownership when the compensation paid for such property is less than \$100,000.00.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Right of Way Acquisition Administrative Settlement Policy & Procedures attached as Exhibit C is adopted for use by the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Resolution 2431 is hereby repealed for the reason that it is replaced by this Resolution.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

The City of Marysville, hereinafter referred to as “AGENCY”, desiring to acquire real property (obtain an interest in, and possession of, real property) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way (ROW) in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY’s request.
 - a. Below is a list of responsible AGENCY individual names and positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached are resumes for each individual AGENCY staff listed to perform those functions below, and a brief summary of their qualifications pertaining to the specific ROW function(s) for which they are listed. The procedures shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.
 - i. **PROGRAM ADMINISTRATION :**
Oversee delivery of the R/W Program on federal aid projects for the agency. Ensures R/W functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency’s approved R/W Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy;
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether or not ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see Appendix 25.176).

Esco Bell; Public Works Director, Jeff Laycock; City Engineer

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;

- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Consultant

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;

- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Gloria Hirashima; Chief Administrative Officer, Esco Bell; Public Works Director, Sandy Langdon; Finance Director, Jon Walker; City Attorney, Jeff Laycock; City Engineer, Pat Gruenhagen; Project Manager, Steve Miller; Project Manager, Adam Benton; Project Engineer, Kyle Woods; Project Engineer, Nick Greene; Project Engineer

(Insert Name and Title of AGENCY Position above & attach resume of qualifications)

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
 - c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
 - d. Attached is a copy of the AGENCY’s administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
 3. Approval of the AGENCY’s procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Jon Nehring, Mayor

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

**CITY OF MARYSVILLE
RIGHT-OF-WAY PROCEDURES
RELEVANT EXPERIENCE**

2010 – Present	Gloria Hirashima, Chief Administrative Officer Provided oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2021 – Present	Esco Bell, P.E., Public Works Director Provided oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects. Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2015 – Present	Jon Walker, City Attorney Provides legal review and process for right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2000 – Present	Sandy Langdon, Finance Director Provides fiscal and administrative oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2007 – Present	Jeff Laycock, P.E., City Engineer Provided oversight of right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects. Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2016 – Present	Steve Miller, P.E., Project Manager Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2017 – Present	Pat Gruenhagen, P.E., Project Manager Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2016 – Present	Adam Benton, Project Engineer Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2021 – Present	Nick Greene, E.I.T., Project Engineer Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.
2006 – Present	Kyle Woods, Project Engineer Coordinated right-of-way acquisitions and negotiations performed by City staff and consultants on federal-aid projects.

WAIVER OF APPRAISAL PROCEDURE

The City of Marysville, hereinafter referred to as “AGENCY”, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The AGENCY may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The AGENCY must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the Public Works Director for approval.
- C. The Public Works Director signs the AOS authorizing a first offer to the property owner(s).

CITY OF MARYSVILLE

APPROVED:

Jon Nehring, Mayor

Local Programs Right-of-Way Manager

RIGHT OF WAY ACQUISITION ADMINISTRATIVE SETTLEMENT POLICY & PROCEDURES

The City of Marysville hereby agrees to implement the following policy and procedures to expedite the acquisition of real property by agreements with owners and to avoid litigation and relieve congestion to the courts. It is the city's intent to make every reasonable effort to expeditiously acquire real property by negotiation. Furthermore, the City of Marysville recognizes the inexact nature of the process by which just compensation is determined. Therefore, the implementation of the policies and procedures set forth are necessary in resolving differences with property owners:

1. Any administrative or stipulated settlement, which exceeds the fair market value, must be well documented, thoroughly justified, and the rationale for the settlement shall be set forth in writing.
2. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. It must analyze the specific parcel in the context of the project.
3. If the total compensation paid to acquire property or any interest in property for right-of-way purposes is less than \$100,000.00:
 - (a) The mayor has the authority to execute all deeds and other documents necessary to acquire property or any interest in property for right-of-way purposes;
 - (b) The chief administrative officer and the public works director have authority to approve administrative settlements that do not exceed fair market value by more than ten percent (10%);
 - (c) The mayor has authority to approve administrative settlements that exceed fair market value by more than ten percent (10%), provided the mayor determines that it is in the public interest.
4. If the total compensation paid to acquire property or any interest in property for right-of-way purposes is \$100,000.00 or more, the city council has authority to approve all administrative settlements including those that exceed fair market value by more than ten percent (10%), when the council determines that such action is in the public interest.
5. In arriving at a determination to approve an administrative settlement, full consideration to all pertinent information, but not limited to the following:
 - (a) The negotiator's recorded information, including parcel details, estimates, bids, research information, all available appraisals, including the owner's, and the owner's rationale for increased compensation as well as the probable range of value if the matter was to go to trial in an eminent domain/condemnation action.

- (b) The ability to acquire the property, or possession, through the condemnation process to meet the construction schedule.
- (c) Recent court awards in cases involving similar acquisition and appraisal problems.
- (d) Likelihood of obtaining an impartial jury in local jurisdictions, opinion of legal counsel where appropriate.
- (e) Estimate of trial cost weighted against other factors.

Approved by:

Jon Nehring, Mayor

Date

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/14/2021

AGENDA ITEM:	
A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A \$105,000 INTERFUND LOAN FROM THE GENERAL FUND 001 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND 109, AND PROVIDING A FORMULA FOR PAYMENT OF INTEREST	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed Resolution	
BUDGET CODE:	AMOUNT:
	\$105,000
SUMMARY:	

At the end of 2020 the Community Development Block Grant Fund funded grants to recipients and the timing of the federal reimburse did not occur prior to the end of the year leaving a negative cash balance for the fund. In order to close the financials for 2020 a short-term inter-fund loan is needed.

Federal reimbursement of these funds did occur in January of 2021.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the resolution authorizing a \$105,000 inter-fund loan from the General Fund to the CDBG Fund</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute Resolution No. _____.</p>

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A
\$105,000 INTERFUND LOAN FROM THE GENERAL FUND 001
TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND 109, AND
PROVIDING A FORMULA FOR PAYMENT OF INTEREST.**

WHEREAS, it was the Community Development Block Grant Fund (Fund) was established in 2012, and

WHEREAS, the Fund receives federal funding on a reimbursement basis, and

WHEREAS, the pandemic created a higher need for disbursement of CARES Act funds, and

WHEREAS, the need for short-term financing is necessary and accordingly, establish an short-term inter-fund loan from the General Fund; and

WHEREAS, interest on said loan is subject to interest imposed at a rate to be determined by a formula as recommended by the Local Government Investment Pool; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. Loan.

There is established an inter-fund loan in the amount of \$105,000.00 from the General Fund 001 to the Community Development Block Grant Fund 109.

Section 2. Interest.

A. The initial interest on said loan shall be set at the rate of 0.13% to reflect current investment rates by the Local Government Investment Pool (LGIP).

Section 3. Repayment.

The Loan shall be repaid with interest from the Community Development Block Grant Fund 109 to the General Fund 001 on or before 6/30/2021.

Section 4. Severability.

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

Section 5. Effective Date.

This resolution shall take effect immediately upon passage by the Marysville City Council.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
Tina Brock, DEPUTY CITY CLERK

Approved as to from:

By _____
Jon Walker, CITY ATTORNEY

Index #15

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

CITY COUNCIL MEETING DATE: 6/14/2021

AGENDA ITEM:	
A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A \$455,000 INTERFUND LOAN FROM THE GENERAL FUND 001 TO THE AFFORDABLE HOUSING TAX FUND 115, AND PROVIDING A FORMULA FOR PAYMENT OF INTEREST	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed Resolution	
BUDGET CODE:	AMOUNT:
	\$455,000
SUMMARY:	

In January of 2020 the city passed Ordinance 3144 establishing the Affordable Housing Tax Fund which is funded by a portion of the state sales tax rate for the purpose of encouraging investments in affordable and supportive housing. Yearly funding is capped at \$97,117.37.

The 2021/2022 budget planned for the purchase of housing for this purpose with the assistance of an inter-fund loan. Recently housing was acquired and therefore the need for the inter-fund loan. The proposal provides an annual payment schedule of six payments. To compensate for cash flow needs the proposal provides an payment of \$85,000.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the resolution authorizing a \$455,000 inter-fund loan from the General Fund to the Affordable Housing Tax Fund.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute Resolution No. _____.</p>
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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A
\$455,000 INTERFUND LOAN FROM THE GENERAL FUND 001
TO THE AFFORDABLE AND SUPPORTIVE HOUSING SALES TAX FUND 115,
AND PROVIDING A FORMULA FOR PAYMENT OF INTEREST.**

WHEREAS, it was the Affordable Housing Tax Fund (Fund) was established on January 14, 2020, and

WHEREAS, the purpose of the Fund is to assist with providing affordable and supportive housing to enhance public health and welfare, and

WHEREAS, acquiring affordable housing is an authorized purpose, and

WHEREAS, the need for financing is necessary and accordingly, establish an inter-fund loan from the General Fund 001 to the Affordable Housing Tax Fund 115 and is necessary and in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. Loan.

There is established an inter-fund loan in the amount of \$455,000.00 from the General Fund 001 to the Affordable Housing Tax Fund 115.

Section 2. Interest.

A. The initial interest on said loan shall be set at the rate of 0.70% to reflect current investment rates by the Local Government Investment Pool (LGIP).

B. The interest rate shall be reviewed and possibly adjusted annually on the last day of the year as set by the Local Government Investment Pool (LGIP) Anticipated Gross Earnings Rate. Found on the following web site.

Section 3. Repayment.

The Loan shall be repaid with interest from the Affordable Housing Tax Fund 115 to the General Fund 001 on or before 12/31/2026. The table below identifies the annual payment schedule:

Year of Payment	Principal	Interest	Total Payment	Outstanding Balance
	\$ 455,000	0.07%		

2021	1	\$ 84,681.50	\$ 318.50	\$ 85,000.00	\$ 370,318.50
2022	2	\$ 84,740.78	259.22	\$ 85,000.00	285,577.72
2023	3	\$ 84,800.10	199.90	\$ 85,000.00	200,777.63
2024	4	\$ 84,859.46	140.54	\$ 85,000.00	115,918.17
2025	5	\$ 84,918.86	81.14	\$ 85,000.00	30,999.31
2026	6	\$ 30,999.31	21.70	\$ 31,021.01	-

Total	\$ 455,000	\$ 1,021	\$ 456,021
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Section 4. Severability.

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

Section 5. Effective Date.

This resolution shall take effect immediately upon passage by the Marysville City Council.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
Tina Brock, DEPUTY CITY CLERK

Approved as to from:


By _____
Jon Walker, CITY ATTORNEY

Index #16

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Authorizing the surplus of equipment which is no longer compatible with the City's technology infrastructure.	
PREPARED BY:	DIRECTOR APPROVAL:
Worth Norton	
DEPARTMENT:	
Finance / Information Services	
ATTACHMENTS:	
Resolution No. _____	
BUDGET CODE:	AMOUNT:
50300090	0.00
SUMMARY:	

The attached resolution contains a list of technology hardware that is currently inoperable or obsolete and partially purchased with utility funds which requires a surplus resolution.

The City's Information Services Department is committed to green technology based on reduce, reuse, and recycle. First, the City will reuse all PCs that can be used in a less demanding situation within the City prior to being surplus if the costs of retaining the PCs are lower than replacing them. Only PCs that are damaged or have no useable value will be donated or recycled.

These PCs will be completely cleaned of all data and reformatted with their original operating systems. All purchasers will be required to sign a letter of understanding that PCs are considered hazardous waste and must be disposed of properly.

Most of these computers will be donated to the Marysville Arts & Technology High School Computer Repair Lab.

RECOMMENDED ACTION:

City staff recommends that the City Council authorizes the Mayor to sign the resolution declaring certain items of personal property to be surplus and authorizing the sale and disposal thereof.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, by determination of the City’s Information Services Department, the following list of equipment is not compatible with the City’s technology infrastructure.

WHEREAS, the following hardware, as identified, is considered hazardous waste and must be disposed of either through hazardous waste recycling or resale with a signed understanding of eventual hazardous waste disposition.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Brand	Model	Serial #	Brand	Model	Serial #
Dell	ATG 6430	68TWWM1	Dell	Optiplex 7020	70NH842
Dell	ATG 6430	FT0M9W1	Dell	Optiplex 7020	9G7CP22
Dell	ATG 6430	JXYLYW1	Dell	Optiplex 7020	DC0MV52
Dell	ATG 6430	JT67K12	Dell	Optiplex 7020	9G6DP22
Dell	ATG 6430	6KTZM32	Dell	Optiplex 7020	G2BFS52
Dell	ATG 6430	BR1MYW1	Dell	Optiplex 7020	70LL842
Dell	ATG 6430	HWYLYW1	Dell	Optiplex 7020	70LML842
Dell	ATG 6430	7N0M9W1	Dell	Optiplex 7020	5910182
Dell	ATG 6430	5KTZM32	Dell	Optiplex 7020	5KWPT52
Dell	ATG 6430	GS67K12	Dell	Optiplex 7020	70LJ842
Dell	ATG 6430	9091XY1	Dell	Optiplex 7020	JCQMR52
Dell	ATG 6430	6MZHSY1	Dell	Optiplex 7020	DHQPT52
Dell	ATG 6430	T2TMWW1	Dell	Optiplex 7020	70MK842
Dell	ATG 6430	1HTMWW1	Dell	Optiplex 7020	8Z4WZ72
Dell	ATG 6430	C3TMWW1	Dell	Optiplex 7020	2NCWT52
Dell	ATG 6430	44SMWW1	Dell	Optiplex 7020	70NK842
Dell	ATG 6430	BH87K12	Dell	Optiplex 7020	70PF842
Dell	ATG 6430	5JTMWW1	Dell	Optiplex 7020	5KWMT52

RESOLUTION -1

Dell	ATG 6430	CYSMWW1	Dell	Optiplex 7020	70NJ842
Dell	ATG 6430	94WMWW1	Dell	Optiplex 7020	70MG842
Dell	ATG 6430	59TMWW1	Dell	Optiplex 7020	JBDHR22
Dell	ATG 6430	J6TMWW1	Dell	Optiplex 7020	BSD6R52
Generic	CCTV Tower	AC0276	Dell	Optiplex 7020	70PD842
HP	EliteBook 8530p	2CE91102X9	Dell	Optiplex 7020	8Z4VZ72
Apple	iMac 2013	D25N41ADF8JC	Dell	Optiplex 7020	70NG842
Apple	iPad Air 2 A1566	DMPNPV4SG5VT	Dell	Optiplex 745	CCNG7F1
Apple	iPad Air A1475	DMPML7YMF4YD	Panasonic	CF -U1	U1AQB2Z2M
Dell	Latitude E 6510	GBC3WR1	Microsoft	Surface Pro 3	85181544253
Dell	Latitude E6525	BHHW6R1	Microsoft	Surface Pro 3	42301444153
Dell	Latitude E6540	HVC1WZ1	Microsoft	Surface Pro 3	57250243753
Dell	Latitude E6540	7JH1WZ1	Microsoft	Surface Pro 3	8810444353
Dell	Latitude E6540	83D1WZ1	Microsoft	Surface Pro 3	36038152353
Dell	Optiplex 390	G7R5HS1	Microsoft	Surface Pro 3	32188651953
Dell	Optiplex 7010	8CRM9Y1	Microsoft	Surface Pro 3	32308551953
Dell	Optiplex 7010	76PFQW1	Microsoft	Surface Pro 3	41660444153
Dell	Optiplex 7020	8HLD842			

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, by the direction of the Information Services Manager, nets the greatest amount to the City.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
Tina Brock, Deputy City Clerk

Approved as to form:

By _____
Jon Walker, City Attorney

RESOLUTION -2

Index #17

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Ordinance Increasing Water, Sewer and Surface Water Utility Rates and amending language in section 14.19.010.	
PREPARED BY:	DIRECTOR APPROVAL:
John Nield, Financial Operations Manager	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed Ordinance	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Staff is requesting adoption of a 2% increase to the water, sewer and surface water rates for 2022, 2023 and 2024 per MMC 14.07.075 Section 1.

This annual rate increase would assist the Utility to keep pace with the rising costs, assist with reducing the need to incur debt and to meet the legal requirement of the Utility Bond Covenants.

This ordinance also updates language in section 14.19.010.

The proposed ordinance lists the 2021 rates with a strikethrough and the rates proposed for each year through 2024.

<p>RECOMMENDED ACTION: Staff recommends that City Council adopt an Ordinance of the City of Marysville Setting Water, Sewer and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070 14.19.010 and 14.19.050 of the Marysville Municipal Code as Allowed Under Section 14.07.075._____.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute _____.</p>

[DRAFT]
 - CITY OF MARYSVILLE
 Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON
 INCREASING WATER, SEWER, AND SURFACE WATER UTILITY
 RATES AND AMENDING SECTIONS 14.07.060, 14.07.070, 14.19.010
 AND 14.19.050 OF THE MARYSVILLE MUNICIPAL CODE AS
 AUTHORIZED UNDER MMC SECTION 14.07.075.

WHEREAS, the City is authorized under Chapter 35.92 RCW to establish and maintain water and sewer systems and establish rates for those services.

WHEREAS, the City is authorized under MMC Chapter 14.19, RCW 35.A.12.190, RCW 35.A.11.020, Chapter 90.48 RCW and the Federal Clean Water Act to manage and set rates for Municipal storm water; and

WHEREAS, pursuant to ordinances codified in part at Chapter 14.07.060, 14.07.070 and 14.19.050 of the Marysville Municipal code, the City established water, sewer, and surface water rates for properties served by the City of Marysville water, sewer, and surface water utility; and

WHEREAS, using generally accepted rate setting techniques, and with the assistance of a qualified consultant, City staff formulated recommended water, sewer, and surface water rates; and

WHEREAS, the Marysville City Council, finds that the recommended 2% increase of water, sewer, and surface water rates, per MMC 14.07.075(1) to be fair, just and reasonable;

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

Section 1. Section 14.07.060 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 1

increase.ord 2021 water-sewer storm

14.07.060 Water rates.

(1) Definitions.

(a) “Water rates,” as used herein, shall refer to the charge assessed by the city for all water consumed or used on property connected to the city water system. The rates shall be based upon the quantity of water passing through the water meter during each billing period.

(b) The normal “billing period” shall be a two-month cycle and shall be that period falling between two consecutive meter read dates. Charges for periods of less than two months shall be prorated both as to minimum charge and as to consumption; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the consumption allowance and rate shall be one-half that set forth in the bimonthly rate schedule.

(c) Billing Increments. Charges for water shall be computed on the nearest 1,000 gallons of consumption.

(d) “City rates” are those which shall be charged to all properties connected to the water system which are located within the city limits of Marysville.

(e) “CWSP rates” are those which shall be charged to all properties connected to the water system which are located outside the city limits of Marysville but are within the coordinated water system planning boundary.

(f) “OCWSP rates” are those which shall be charged to all properties connected to the water system which are located outside the city’s coordinated water system planning boundary.

(g) “Multiple residential units” shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments and condominiums, and shall be defined as including mobile home parks.

(h) “Single-family residential units” shall refer exclusively to detached single-family dwelling units.

(2) Bi Monthly Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums are established as follows:

Effective January 1, 2021:

ORDINANCE - 2

increase.ord 2021 water-sewer storm

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$24.53	\$36.81	\$49.07
5/8"	1	\$24.53	\$36.81	\$49.07
3/4"	1.5	\$36.81	\$55.19	\$73.59
1"	2.5	\$61.34	\$92.00	\$122.66
1-1/2"	5	\$122.66	\$184.00	\$245.33
2"	8	\$196.25	\$294.39	\$392.50
3"	16	\$392.50	\$588.76	\$785.02
4"	25	\$613.31	\$919.96	\$1,226.60
6"	50	\$1,226.60	\$1,839.88	\$2,453.17
8"	80	\$1,962.54	\$2,943.82	\$3,925.10
10"	115	\$2,821.16	\$4,231.74	\$5,642.32
12"	200	\$4,906.36	\$7,359.54	\$9,812.72

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.32	\$1.98	\$2.64
7 to 20	\$4.62	\$6.93	\$9.24
21 to 30	\$5.28	\$7.91	\$10.57
31 and higher	\$5.94	\$8.91	\$11.88

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.32	\$1.98	\$2.64
7 and higher	\$3.30	\$4.96	\$6.59

Effective January 1, 2022:

ORDINANCE - 3

increase.ord 2021 water-sewer storm

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$25.02	\$37.55	\$50.05
5/8"	1	\$25.02	\$37.55	\$50.05
3/4"	1.5	\$37.55	\$56.29	\$75.06
1"	2.5	\$62.57	\$93.84	\$125.11
1-1/2"	5	\$125.11	\$187.68	\$250.24
2"	8	\$200.18	\$300.28	\$400.35
3"	16	\$400.35	\$600.54	\$800.72
4"	25	\$625.58	\$938.36	\$1,251.13
6"	50	\$1,251.13	\$1,876.68	\$2,502.23
8"	80	\$2,001.79	\$3,002.70	\$4,003.60
10"	115	\$2,877.58	\$4,316.37	\$5,755.17
12"	200	\$5,004.49	\$7,506.73	\$10,008.97

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.35	\$2.02	\$2.69
7 to 20	\$4.71	\$7.07	\$9.42
21 to 30	\$5.39	\$8.07	\$10.78
31 and higher	\$6.06	\$9.09	\$12.12

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.35	\$2.02	\$2.69
7 and higher	\$3.37	\$5.06	\$6.72

Effective January 1, 2023:

ORDINANCE - 4

increase.ord 2021 water-sewer storm

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$25.52	\$38.30	\$51.05
5/8"	1	\$25.52	\$38.30	\$51.05
3/4"	1.5	\$38.30	\$57.42	\$76.56
1"	2.5	\$63.82	\$95.72	\$127.62
1-1/2"	5	\$127.62	\$191.43	\$255.24
2"	8	\$204.18	\$306.28	\$408.36
3"	16	\$408.36	\$612.55	\$816.73
4"	25	\$638.09	\$957.13	\$1,276.15
6"	50	\$1,276.15	\$1,914.21	\$2,552.28
8"	80	\$2,041.83	\$3,062.75	\$4,083.67
10"	115	\$2,935.13	\$4,402.70	\$5,870.27
12"	200	\$5,104.58	\$7,656.87	\$10,209.15

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.37	\$2.06	\$2.75
7 to 20	\$4.81	\$7.21	\$9.61
21 to 30	\$5.49	\$8.23	\$11.00
31 and higher	\$6.18	\$9.27	\$12.36

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.37	\$2.06	\$2.75
7 and higher	\$3.43	\$5.16	\$6.86

Effective January 1, 2024:

ORDINANCE - 5

increase.ord 2021 water-sewer storm

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor *base rate				
Multiple Residential Units (Per Unit)	N/A	\$26.03	\$39.06	\$52.07
5/8"	1	\$26.03	\$39.06	\$52.07
3/4"	1.5	\$39.06	\$58.57	\$78.09
1"	2.5	\$65.09	\$97.63	\$130.17
1-1/2"	5	\$130.17	\$195.26	\$260.35
2"	8	\$208.26	\$312.41	\$416.52
3"	16	\$416.52	\$624.80	\$833.07
4"	25	\$650.85	\$976.27	\$1,301.68
6"	50	\$1,301.68	\$1,952.50	\$2,603.32
8"	80	\$2,082.66	\$3,124.01	\$4,165.35
10"	115	\$2,993.84	\$4,490.76	\$5,987.68
12"	200	\$5,206.67	\$7,810.00	\$10,413.34

Residential & Multi-Family	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.40	\$2.10	\$2.80
7 to 20	\$4.90	\$7.35	\$9.81
21 to 30	\$5.60	\$8.39	\$11.22
31 and higher	\$6.30	\$9.46	\$12.61

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.40	\$2.10	\$2.80
7 and higher	\$3.50	\$5.26	\$6.99

ORDINANCE - 6

increase.ord 2021 water-sewer storm

(3) Calculation of Water Bill for Multiple Residential Units. In calculating the water bill for multiple residential units, the total number of dwelling units served by a water connection shall be divided into the water consumption for each billing period, expressed in gallons, to determine the average consumption per dwelling unit. The water rates shall be based upon the average consumption per unit during the billing period multiplied by the total number of units.

(4) Calculation of Water Bill for Mobile Home Parks. The total water bill for mobile home parks shall be calculated by applying the rate schedule to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period or not; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, its water bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided, further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this subsection and MMC 14.07.070(4) as such subsections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Private Fire Protection Rates. Private fire protection rates for properties inside or outside of the corporate limits of the city shall be as follows:

Effective January 1, 2021

- (a) Private hydrants, each: ~~\$47.35~~ per year;
- (b) Wet standpipe systems: ~~\$47.35~~ per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$51.49
3-inch	\$63.39
4-inch	\$77.87
6-inch	\$97.67
8-inch	\$128.07
10-inch	\$161.05
12-inch	\$186.03

Effective January 1, 2022

ORDINANCE - 7

increase.ord 2021 water-sewer storm

- (a) Private hydrants, each: \$48.30 per year;
- (b) Wet standpipe systems: \$48.30 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$52.52
3-inch	\$64.66
4-inch	\$79.43
6-inch	\$99.62
8-inch	\$130.63
10-inch	\$164.27
12-inch	\$189.75

Effective January 1, 2023

- (a) Private hydrants, each: \$49.26 per year;
- (b) Wet standpipe systems: \$49.26 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$53.57
3-inch	\$65.95
4-inch	\$81.02
6-inch	\$101.62
8-inch	\$133.24
10-inch	\$167.56
12-inch	\$193.55

Effective January 1, 2024

ORDINANCE - 8

increase.ord 2021 water-sewer storm

- (a) Private hydrants, each: \$50.25 per year;
- (b) Wet standpipe systems: \$50.25 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:

1. Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$54.64
3-inch	\$67.27
4-inch	\$82.64
6-inch	\$103.65
8-inch	\$135.91
10-inch	\$170.91
12-inch	\$197.42

2. As of 1/1/2010 automatic sprinkler systems without a separate meter and where the line is under 2 inches, will become part of the minimum water rate as a result of the rate restructuring.

(6) **Reduced Utility Charges in Special Cases.** Upon application by a utility customer, the Chief Administrative Officer or designee shall have the discretion to make reasonable and equitable reduction in utility accounts, on a case-by-case basis, in the following circumstances:

(a) If a private water line, valve, fixture, or other appurtenance is verified to be leaking as a result of accidental damage or natural deterioration of the same, and not as a result of abuse or willful neglect, the water bill for the subject property during the period of the leak may be reasonably and equitably reduced; provided, that a customer shall be required to pay the base rate plus at least 50 percent of the applicable overage rate for all water which was lost by reason of the leak. The sewer bill for the subject property during the period of the leak may also be reasonably and equitably reduced to an amount not less than the bill charged for the corresponding period the previous year.

(9) **Calculation of Water Bill for School Facilities.** The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not. (Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

(10) **Rate Relief.** Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter 3.63 MMC.

Section 2. Section 14.07.070 of the Marysville Municipal Code is hereby amended to read as follows:

ORDINANCE - 9

increase.ord 2021 water-sewer storm

14.07.070 Sewer rates.

(1) Definitions.

(a) The normal “billing period” shall be a two-month cycle and shall be that period falling between two consecutive water meter read dates. Charges for periods of less than two months shall be prorated; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the rate shall be one-half that set forth in the bimonthly rate schedule.

(b) “City rates” are those which shall be charged to all properties connected to the sewer system which are located within the city limits of Marysville.

(c) “UGA rates” are those which shall be charged to all properties connected to the sewer system which are located outside of the city limits of Marysville but are within the urban growth area of the city of Marysville or that portion of the city of Arlington urban growth area which Marysville has agreed by interlocal agreement to provide service.

(d) “OUGA rates” are those which shall be charged to all properties connected to the sewer system which are located outside the Marysville city limits and outside area where “UGA rates” apply.

(e) “Single-family residences” shall refer exclusively to detached single-family dwelling units.

(f) “Multiple residential units” shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments, and condominiums, and shall be defined as including mobile home parks.

(g) “Commercial/industrial” refers to all nonresidential land uses which are not specifically itemized or defined as being included within other classifications.

(h) “Satellite system rate” refers to that rate charged to the city by Lake Stevens Sewer District for the “overlap” area as described in the interlocal agreement between the parties dated April 22, 1999, plus an administrative overhead cost of 15 percent.

(2) Calculation of Commercial/Industrial Sewer Rates. Commercial/industrial sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading and the strength of the discharge as measured by total suspended solids (TSS) and biochemical oxygen demand (BOD); provided, that a property owner may, at his own expense, arrange the plumbing on commercial premises so as to separate water which will be discharged into the sewer system from water which will not be so discharged, and a separate meter shall be installed to measure the amount of actual sewage discharged. In such a case the sewer rate shall be based only on the actual sewer use. The installation of such plumbing and meters must be inspected and approved by the city utility department.

Where a commercial property is connected to sewer service but not to water service, the city council shall determine the sewer rate to be charged on a case-by-case basis, using an estimated figure for water consumption.

(3) Sewer Rates. Bi Monthly Sewer rates are established as follows:

ORDINANCE - 10

increase.ord 2021 water-sewer storm

Effective January 1, 2021

Classification	City Rate	Rural Rate	Outside UGA Rate
Single-family residential	\$91.45	\$137.19	\$182.92
Multiple residential units per unit	\$86.97	\$130.44	\$173.94
Hotels/Motels per unit	\$64.07	\$96.10	\$128.12
Commercial Minimum	\$91.45	\$137.19	\$182.92
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.92	\$2.88	\$3.83
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.64	\$3.96	\$5.28
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.38	\$5.06	\$6.75
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.10	\$6.14	\$8.20
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.82	\$7.23	\$9.64
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$7.01	\$10.52	\$14.00
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$64.07	\$96.10	\$128.12
Other connections each	\$86.97	\$130.44	\$173.93
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$91.45	\$0.00	\$0.00
Per 1,000 Gallons	\$5.20	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.13	\$0.00	\$0.00

Effective January 1, 2022

			Outside
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ORDINANCE - 11

increase.ord 2021 water-sewer storm

Classification	City Rate	Rural Rate	UGA Rate
Single-family residential	\$93.28	\$139.93	\$186.58
Multiple residential units per unit	\$88.71	\$133.05	\$177.42
Hotels/Motels per unit	\$65.35	\$98.02	\$130.68
Commercial Minimum	\$93.28	\$139.93	\$186.58
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$1.96	\$2.94	\$3.91
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.69	\$4.04	\$5.39
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.45	\$5.16	\$6.89
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.18	\$6.26	\$8.36
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$4.92	\$7.37	\$9.83
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$7.15	\$10.73	\$14.28
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$65.35	\$98.02	\$130.68
Other connections each	\$88.71	\$133.05	\$177.41
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$93.28	\$0.00	\$0.00
Per 1,000 Gallons	\$5.30	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.48	\$0.00	\$0.00

Effective January 1, 2023

			Outside
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ORDINANCE - 12

increase.ord 2021 water-sewer storm

Classification	City Rate	Rural Rate	UGA Rate
Single-family residential	\$95.14	\$142.73	\$190.31
Multiple residential units per unit	\$90.48	\$135.71	\$180.97
Hotels/Motels per unit	\$66.65	\$99.98	\$133.30
Commercial Minimum	\$95.14	\$142.73	\$190.31
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$2.00	\$3.00	\$3.98
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.75	\$4.12	\$5.49
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.52	\$5.26	\$7.02
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.27	\$6.39	\$8.53
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$5.01	\$7.52	\$10.03
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$7.29	\$10.95	\$14.57
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$66.65	\$99.98	\$133.30
Other connections each	\$90.48	\$135.71	\$180.96
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$95.14	\$0.00	\$0.00
Per 1,000 Gallons	\$5.41	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.57	\$0.00	\$0.00

Effective January 1, 2024

			Outside
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ORDINANCE - 13

increase.ord 2021 water-sewer storm

Classification	City Rate	Rural Rate	UGA Rate
Single-family residential	\$97.05	\$145.59	\$194.12
Multiple residential units per unit	\$92.29	\$138.42	\$184.59
Hotels/Motels per unit	\$67.98	\$101.98	\$135.96
Commercial Minimum	\$97.05	\$145.59	\$194.12
Class 1 (31 to 100 mg/l) per 1,000 gallons	\$2.04	\$3.06	\$4.06
Class 2 (101 to 200 mg/l) per 1,000 gallons	\$2.80	\$4.20	\$5.60
Class 3 (201 to 300 mg/l) per 1,000 gallons	\$3.59	\$5.37	\$7.16
Class 4 (301 to 400 mg/l) per 1,000 gallons	\$4.35	\$6.52	\$8.70
Class 5 (401 to 500 mg/l) per 1,000 gallons	\$5.12	\$7.67	\$10.23
Class 6 (501 to 600 mg/l) per 1,000 gallons	\$7.44	\$11.16	\$14.86
Overnight camping	\$0.00	\$0.00	\$0.00
Individual connections per unit	\$67.98	\$101.98	\$135.96
Other connections each	\$92.29	\$138.42	\$184.58
Schools	\$0.00	\$0.00	\$0.00
Minimum	\$97.05	\$0.00	\$0.00
Per 1,000 Gallons	\$5.52	\$0.00	\$0.00
Restaurants w/o grease trap surcharge	\$4.66	\$0.00	\$0.00

(4) Calculation of Sewer Rates for Mobile Home Parks. The total sewer bill for mobile home parks shall be calculated by applying the rate schedule above to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, the sewer bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided

ORDINANCE - 14

increase.ord 2021 water-sewer storm

further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this section and MMC 14.07.060, as such sections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Restaurants, for the purpose of sewer rates, shall be classified as Class 3 strength as described in subsection (3) of this section. Restaurants without approved grease traps, including those restaurants where a variance has been granted eliminating the necessity of a grease trap, shall be surcharged effective January 1, 2022 \$4.47 per 1,000. Effective January 1, 2023 \$4.56 per 1,000. Effective January 1, 2024 \$4.65 per 1,000.

(6) Satellite System Rate. Notwithstanding any other rate established by this section, for that area defined as the satellite system area, the city shall charge the same rate as charged by Lake Stevens Sewer District plus an administrative fee of 15 percent. This rate shall be in effect for such properties until such time as the city's sewer collection system is constructed and sewer flows are diverted from the Lake Stevens Sewer District system to the city's sewer collection system.

(7) Calculation for Sewer Rates for Schools. Schools sewer rates shall be based upon the quantity of water consumed or used on the premises during the billing period, as determined by the water meter reading; provided; if the water service is supplied to a school by other than the City of Marysville water system, the school district shall notify the City billing department of the total consumption as billed by other such water purveyor. The city rate for sewer as set forth in subsection (3) of this section shall apply to all school facilities, whether such facilities are within the city limits or not and whether public or privately operated. (Ord. 2284 § 1, 1999; Ord. 2130 § 2, 1997; Ord. 2117 § 3, 1997; Ord. 2109 § 2, 1996; Ord. 1840 § 2, 1991; Ord. 1809 § 2, 1990; Ord. 1798, 1990; Ord. 1434, 1985).

(8)Rate relief.

Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to MMC 3.63.

Section 3. Section 14.19.050 of the Marysville Municipal Code is hereby amended to read as follows:

14.19.050 Surface water utility rates.

Surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a nonresidential parcel. The ERU is determined by using the current best available method, which may include analyzing digital photographs, utilizing satellite imagery, performing field checks for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this

ORDINANCE - 15

increase.ord 2021 water-sewer storm

methodology, the director shall determine the amount of impervious area on each nonresidential parcel. The city's standard ERU amount is 3,200 square feet of impervious surface area. The specific ERU calculation for each parcel will be rounded to the nearest one hundredth, will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Effective January 1, 2021:

Customer Class	Rate Calculation 1 ERU = 3,200 Sq Ft of Impervious Surface	2021 Bi-Monthly Rate
Single Family Residential	1 ERU	\$24.86
All Other Property Types	Total Impervious Surface / 3,200 = Billable ERUs	\$24.86 Per ERU

Effective January 1, 2022:

Customer Class	Rate Calculation 1 ERU = 3,200 Sq Ft of Impervious Surface	2022 Bi-Monthly Rate
Single Family Residential	1 ERU	\$25.36
All Other Property Types	Total Impervious Surface / 3,200 = Billable ERUs	\$25.36 Per ERU

Effective January 1, 2023:

Customer Class	Rate Calculation 1 ERU = 3,200 Sq Ft of Impervious Surface	2023 Bi-Monthly Rate
Single Family Residential	1 ERU	\$25.86
All Other Property Types	Total Impervious Surface / 3,200 = Billable ERUs	\$25.86 Per ERU

Effective January 1, 2024:

ORDINANCE - 16

increase.ord 2021 water-sewer storm

Customer Class	Rate Calculation 1 ERU = 3,200 Sq Ft of Impervious Surface	2024 Bi-Monthly Rate
Single Family Residential	1 ERU	\$26.38
All Other Property Types	Total Impervious Surface / 3,200 = Billable ERUs	\$26.38 Per ERU

Section 4. Section 14.19.010 of the Marysville Municipal Code is hereby amended to read as follows:

14.19.010 Establishment of surface water utility.

There is hereby established a surface water utility with jurisdiction over all property within the city limits ~~which is included within the Quileeda Creek and/or Allen Creek watersheds, as defined by Snohomish County.~~ The function of this utility is to finance, acquire, construct, develop, improve, maintain, and operate public storm water control facilities for the purpose of preventing and solving drainage problems and improving the quality of surface water. (Ord. 2654 § 3, 2006; Ord. 2245 § 6, 1999).

There is hereby established a surface water utility with jurisdiction over all property within the city limits. The function of this utility is to finance, acquire, construct, develop, improve, maintain, and operate public storm water control facilities for the purpose of preventing and solving drainage problems and improving the quality of surface water. (Ord. 2654 § 3, 2006; Ord. 2245 § 6, 1999).

ORDINANCE - 17

increase.ord 2021 water-sewer storm

Section 5. Effective Date. This Ordinance and the rate schedules provided herein shall be effective January 1, 2022 and whereas noted for rates effective in January 1, 2023 and January 1, 2024.

PASSED by the City Council and APPROVED by the Mayor this _____ day of May/June, 2021.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Sandy Langdon, City Clerk

Approved as to form:

By _____
Jon Walker, City Attorney

Date of Publication: _____

ORDINANCE - 18

increase.ord 2021 water-sewer storm

Index #18

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

CITY COUNCIL MEETING DATE: June 14, 2021

AGENDA ITEM:	
Amendment to Section 6.36.030 of the Marysville Municipal Code	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
Ordinance Amending Section 6.36.030 of the Municipal Code	
BUDGET CODE:	AMOUNT:
	n/a
SUMMARY:	

MMC 6.36.030 establishes a maximum penalty of six months in jail and a \$500 fine for violations of Chapter 6.36 MMC (Loitering). However, state law establishes that simple misdemeanors carry a maximum penalty of 90 days in jail and a \$1000 fine.

The proposed ordinance would correct this incongruity with state law by providing that those violating Chapter 6.36 MMC are guilty of a misdemeanor.

<p>RECOMMENDED ACTION: Staff recommends that Council considers adopting Ordinance No. _____.</p> <p>RECOMMEND MOTION: I move to adopt Ordinance No. _____.</p>
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CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 6.36.030 OF THE MUNICIPAL CODE
TO UPDATE THE CRIMINAL PENALTY FOR LOITERING.**

WHEREAS, Section 6.36.030 of the Marysville Municipal Code (MMC) establishes the criminal penalty for loitering; and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law or conditions in the City; and

WHEREAS, the current municipal criminal penalty for loitering was established in 1989, and has not been updated to reflect current state law regarding penalties for misdemeanors; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Amendment of MMC 6.36.030. Section 6.36.030 of the Marysville Municipal Code is amended as set forth in Exhibit "A."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Correction. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

EXHIBIT A

6.36.030 Penalty.

Any person violating a provision of this chapter ~~shall be~~ is guilty of a misdemeanor ~~and shall be punished by a fine not to exceed \$500.00 or by imprisonment in jail for not more than six months or by both such fine and imprisonment.~~