

May 9, 2022

Marysville City Council Meeting
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.

Anyone wishing to provide written or verbal public comment, must pre-register at this link www.marysvillewa.gov/remotepubliccomment before noon on the day of the meeting.

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

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Audience Participation

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

Consent

1. Approval of the April 13, 2022 Claims in the Amount of \$1,743,758.57 Paid by EFT Transactions and Check Numbers 154760 through 154913 with Check Number 154336 Voided

2. Approval of the April 20, 2022 Claims in the Amount of \$697,401.67 Paid by EFT Transactions and Check Numbers 154914 through 155022

4. Consider Approving the Water and Wastewater Contractor Agreement with Snohomish County Human Services Department

Review Bids

May 9, 2022

Marysville City Council Meeting
7:00 p.m.

City Hall

3. Consider Approving the Contract Award for 2022 Citywide Road Re-Striping

Public Hearings

New Business

Legal

Mayor's Business

Staff Business

A. Community Business Zone Workshop

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

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: MAY 9, 2022

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 April 13, 2022 claims in the amount of \$1,743,758.57 paid by EFT transactions and Check No.'s 154760 through 154913, with check number 154336 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154760	PREMERA BLUE CROSS	CLAIMS PAID 3/27 - 3/31/22	MEDICAL CLAIMS	104,890.29
154761	LYDIG CONSTRUCTION	PAYMENT #27	CAPITAL EXPENDITURES	339,755.06
	LYDIG CONSTRUCTION	TI SUPPLEMENTAL #1 PAYMENT #6	CAPITAL EXPENDITURES	737,770.47
154762	911 SUPPLY INC.	UNIFORM - LEE	DETENTION & CORRECTION	33.92
154763	AIRGAS INC	GAS MONITOR/DETECTION	SEWER LIFT STATION	1,059.06
154764	ALEXANDER PRINTING	BUSINESS CARDS - OATS	K9 PROGRAM	120.27
	ALEXANDER PRINTING	ENVELOPES - COURT	MUNICIPAL COURTS	441.52
154765	AMAZON CAPITAL	WIRELESS ADAPTER	COMPUTER SERVICES	20.46
	AMAZON CAPITAL	NETWORK INTERFACE CARDS	COMPUTER SERVICES	26.16
	AMAZON CAPITAL	FLASH DRIVE	POLICE INVESTIGATION	178.44
154766	AMERICAN SAFETY & HE	INSTRUCTOR SERVICE	PERSONNEL ADMINISTRATION	26.45
154767	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
154768	APEX HYDROVAC TOOLS	PARTS FOR VAC CON UPPER TUBE	STORM DRAINAGE	402.39
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	402.39
154769	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	74.02
154770	ATIMS	JMS ANNUAL MAINTENANCE	DETENTION & CORRECTION	5,382.91
154771	BAGNALL, JASON	UB REFUND	WATER/SEWER OPERATION	161.36
154772	BALDOZ, RUSTICO		GARBAGE	263.28
154773	BAY ALARM COMPANY	ALARM INSTALLATION - COURT	COURT FACILITIES	511.75
154774	BELL, LATASHA	UB REFUND	WATER/SEWER OPERATION	403.16
154775	BELLEME, JOSEPH	PERDIEM INVESTIGATIONS SUMMIT	PROPERTY TASK FORCE	288.00
154776	BICKFORD FORD	SERPENTINE BELT - INVENTORY	ER&R	47.22
154777	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	702.94
	BILLING DOCUMENT SPE	TRANSACTION FEES - MARCH	UTILITY BILLING	2,717.01
154778	BOYD, RAE	NURSE SERVICES	DETENTION & CORRECTION	13,600.00
154779	BRAKE AND CLUTCH	STEERING END CAP #J024	EQUIPMENT RENTAL	38.25
154780	BROWN, MARY	UB REFUND	WATER/SEWER OPERATION	25.00
154781	BUILDERS EXCHANGE	LEGAL ADVERTISEMENT	GMA - STREET	0.15
	BUILDERS EXCHANGE		GMA - STREET	8.40
	BUILDERS EXCHANGE		GMA - STREET	92.35
154782	CARLILE, DEREK	PERDIEM TRAINING SUMMIT	PROPERTY TASK FORCE	288.00
154783	CARSON-BLAKESLEY, VET	INSTRUCTOR SERVICE	RECREATION SERVICES	182.40
	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	211.20
154784	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	14,614.29
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,912.24
154785	CLEARWATER PACKAGE	VACUUM SEALER	GENERAL FUND	-1,048.11
	CLEARWATER PACKAGE		DETENTION & CORRECTION	12,318.11
154786	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
154787	COASTAL FARM & HOME	UNIFORM - GESSNER, K	UTIL ADMIN	131.15
	COASTAL FARM & HOME	UNIFORM - MALLAHAN	UTIL ADMIN	183.61
154788	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	9,320.34
154789	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
154790	COOP SUPPLY	DIGGING BARS	WATER DIST MAINS	115.84
154791	CORE & MAIN LP	STOCK BRASS	WATER SERVICES	461.13
154792	CRISS, COURTNEY	REFUND - SOCCER	PARKS-RECREATION	85.00
154793	CRYSTAL SPRINGS	WATER COOLER RENTAL	COMMUNITY	30.67
154794	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
154795	DATAFY LLC	VISITOR/TOURISM PROMOTION SERVICES	PLANNING & COMMUNITY DEV	2,500.00
154796	DE GOLIER, DAVID	UB REFUND	WATER/SEWER OPERATION	11.57
154797	DELL	MONITORS - JAIL	WATER DIST MAINS	496.70
	DELL	LAPTOPS AND MONITORS	COMMUNITY	1,105.00
	DELL		PERSONNEL ADMINISTRATION	1,360.00
	DELL		IS REPLACEMENT ACCOUNTS	1,637.56
	DELL		CAPITAL EXPENDITURES	1,845.00
	DELL		POLICE ADMINISTRATION	2,625.00
	DELL		DETENTION & CORRECTION	2,768.46
154798	DICKS TOWING	TOWING 22-12578	POLICE PATROL	77.47

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154798	DICKS TOWING	TOWING 22-12582	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-12597	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-13074	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-13418	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-13597	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-13718	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-14045	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-14150	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-14185	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-14274	POLICE PATROL	77.47
	DICKS TOWING	TOWING 22-14509	POLICE PATROL	77.47
	DICKS TOWING	TOWING BXB5683	POLICE PATROL	77.47
	DICKS TOWING	TOWING CBP2700	POLICE PATROL	77.47
154799	DONNELSON ELECTRIC	REPAIRS - WASTE WATER LAB/MAINT BLDG	WASTE WATER TREATMENT	2,778.18
154800	DUNFORD, TARA	GASB 68 WORKSHEETS	FINANCE-GENL	990.00
154801	E&E LUMBER	PVC SLIP CAP	GMA-PARKS	21.31
	E&E LUMBER	PADLOCKS	DETENTION & CORRECTION	153.26
154802	EAST JORDAN IRON WOR	HYDRANT UPGRADE	WATER CAPITAL PROJECTS	4,721.78
154803	ECOLOGY, DEPT. OF	WATER QUALITY PROGRAM PERMIT 2022	UTIL ADMIN	21,631.32
154804	ENVIRONMENTAL RES	DISSOLVED OXYGEN	WASTE WATER TREATMENT	122.62
154805	ERSKINE, GEORGE	UB REFUND	WATER/SEWER OPERATION	10.92
154806	EVERETT TIRE & AUTO	TIRES #J010	EQUIPMENT RENTAL	1,104.85
	EVERETT TIRE & AUTO	TIRES - INVENTORY	ER&R	1,492.52
154807	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	2,567.00
154808	EVERGREEN SIGN COMP	MCC WAYFINDING/SIGNAGE PROJECT	CITY FACILITIES	-674.22
	EVERGREEN SIGN COMP		CAPITAL EXPENDITURES	13,484.45
154809	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-67.40
	EVIDENT, INC.		POLICE PATROL	792.16
154810	EWING IRRIGATION	EBEY IMPROVEMENTS	GMA-PARKS	2,812.68
154811	FCS GROUP	SOLID WASTE RATE STUDY 3/18/22	SOLID WASTE OPERATIONS	2,275.00
154812	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
154813	FOGG, JAMES	UB REFUND	GARBAGE	140.00
	FOGG, JAMES		WATER/SEWER OPERATION	189.21
154814	FORSLOF, WALLACE	PERDIEM - WSNIA TRAINING	PROPERTY TASK FORCE	288.00
154815	FRANULOVICH, CRISSI	REFUND - CLASS REGISTRATION	PARKS-RECREATION	48.00
154816	GARNER'S NORTHWEST	MAINTENANCE - RAIN GARDENS	STORM DRAINAGE	819.75
154817	GIRGIS, ANDREW & CHR	UB REFUND	WATER/SEWER OPERATION	205.01
154818	GIULIACCI, JOE & ROB		WATER/SEWER OPERATION	596.09
154819	GOVCONNECTION INC	CAMERA MOUNT - JAIL	DETENTION & CORRECTION	316.02
154820	GRAINGER	CREDIT INVOICE #9242427897	WASTE WATER TREATMENT	-271.42
	GRAINGER	TACTICAL GLOVES	WASTE WATER TREATMENT	8.04
	GRAINGER		SOURCE OF SUPPLY	8.05
	GRAINGER	DRILL BIT SET	SOURCE OF SUPPLY	132.55
	GRAINGER		WASTE WATER TREATMENT	132.55
	GRAINGER	ROTO METER CABINET REPAIR	WASTE WATER TREATMENT	584.38
	GRAINGER	BENCH/BED MOUNTED VISE #J002	EQUIPMENT RENTAL	923.36
154821	GRAY AND OSBORNE	PROFESSIONAL SERVICE	GMA - STREET	575.75
	GRAY AND OSBORNE		GMA - STREET	1,085.70
154822	HAIGHT, MARY	UB REFUND	WATER/SEWER OPERATION	86.27
154823	HAIGHT, MARY		GARBAGE	86.27
154824	HALL, RAE ANN	REFUND - DEPOSIT PERMIT CHARGES	GENERAL FUND	500.00
154825	HALSEN, PAUL	UB REFUND	WATER/SEWER OPERATION	203.91
154826	HARRISON, MARK & CHE		GARBAGE	142.30
154827	HASCALL, ROGER R	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
154828	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	LEGAL - PROSECUTION	0.83
	HEWLETT PACKARD		WATER QUAL TREATMENT	1.24
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	6.57
	HEWLETT PACKARD		SEWER MAIN COLLECTION	7.17

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154828	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	STORM DRAINAGE	7.17
	HEWLETT PACKARD		UTIL ADMIN	7.19
	HEWLETT PACKARD		PARK & RECREATION FAC	17.02
	HEWLETT PACKARD		WASTE WATER TREATMENT	56.43
	HEWLETT PACKARD		CITY CLERK	80.09
	HEWLETT PACKARD		FINANCE-GENL	80.09
	HEWLETT PACKARD		MUNICIPAL COURTS	96.04
	HEWLETT PACKARD		UTILITY BILLING	140.30
	HEWLETT PACKARD		COMPUTER SERVICES	342.30
154829	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
	HYLARIDES, LETTIE		COURTS	146.25
154830	ICONIX WATERWORKS	METER BOXES/LIDS	WATER SERVICES	1,724.38
154831	IRON MOUNTAIN	SUPPLIES - SHOP	WATER DIST MAINS	1,562.74
	IRON MOUNTAIN		SEWER MAIN COLLECTION	1,562.74
154832	J & B TOOLS, LLC	SUPPLIES - SHOP SMALL TOOLS	EQUIPMENT RENTAL	1,152.02
154833	JAMES, MARK	WASHINGTON DC	CITY COUNCIL	2,027.85
154834	JJ POLYGRAPH SERVICE	POLYGRAPH SERVICE	POLICE ADMINISTRATION	250.00
	JJ POLYGRAPH SERVICE		POLICE ADMINISTRATION	400.00
154835	KENDALL CHEVROLET	ENGINE OIL COOLER ASSY #P151	EQUIPMENT RENTAL	305.08
	KENDALL CHEVROLET	FRONT BRAKE ROTOR - INVENTORY	ER&R	622.31
154836	KING, THOMAS	WASHINGTON DC	CITY COUNCIL	12.60
154837	KITSAP TRACTOR	CREDIT INVOICE #P0116002	SMALL ENGINE SHOP	-600.08
	KITSAP TRACTOR	ITEMS FOR STREETS MOWER #W015	SMALL ENGINE SHOP	600.08
	KITSAP TRACTOR		SMALL ENGINE SHOP	608.45
154838	KOLOSHA, VERA & INNA	UB REFUND	WATER/SEWER OPERATION	163.34
154839	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00
154840	LASTING IMPRESSIONS	UNIFORM - INVENTORY	ER&R	1,049.64
154841	LES SCHWAB TIRE CTR	TIRES #104	EQUIPMENT RENTAL	491.87
	LES SCHWAB TIRE CTR	TIRES FOR #J031	EQUIPMENT RENTAL	888.30
154842	MALAKOOTI TRANSLATIN	INTERPRETER SERVICE	COURTS	130.00
	MALAKOOTI TRANSLATIN		COURTS	130.00
154843	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	37.55
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	205.84
154844	MATTIX, SAMUEL	INTERPRETER SERVICE	COURTS	130.00
154845	MCGINNESS, DIANA	UB REFUND	WATER/SEWER OPERATION	151.14
154846	MCNULTY, ROBIN	REFUND - CLASS REGISTRATION	PARKS-RECREATION	58.00
154847	MILL SUPPLY, INC	HINGE WITH GREASE FITTINGS #J046	ER&R	-30.24
	MILL SUPPLY, INC		EQUIPMENT RENTAL	355.38
154848	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	28.91
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	28.91
	MOUNTAIN MIST		SEWER MAIN COLLECTION	28.91
	MOUNTAIN MIST		WASTE WATER TREATMENT	39.13
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	39.13
154849	NAPA AUTO PARTS	VEHICLE PARTS #218	EQUIPMENT RENTAL	327.41
	NAPA AUTO PARTS	PARTS FOR INVENTORY	ER&R	373.25
	NAPA AUTO PARTS	DFE FLUID - SANITATION	SOLID WASTE OPERATIONS	1,048.41
154850	NAVIA BENEFIT	PARTICIPANT FEE - MARCH	PERSONNEL ADMINISTRATION	178.45
154851	NC MACHINERY COMPANY	PARTS FOR FLEET INVENTORY	ER&R	62.02
154852	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	260.00
	NCSI	VOLUNTEER BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	573.50
154853	NELSON PETROLEUM	BULK MOTOR OIL - INVENTORY	ER&R	741.27
	NELSON PETROLEUM		ER&R	1,917.75
154854	NOBLE, STEVEN	UB REFUND	WATER/SEWER OPERATION	206.90
154855	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE	STORM DRAINAGE	12,035.40
154856	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	32.78

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154856	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	33.43
	OFFICE DEPOT	PAPER	SEWER MAIN COLLECTION	55.01
	OFFICE DEPOT	OFFICE/KITCHEN SUPPLIES	ENGR-GENL	57.39
	OFFICE DEPOT		UTIL ADMIN	67.54
	OFFICE DEPOT		SOLID WASTE OPERATIONS	67.55
	OFFICE DEPOT	OFFICE SUPPLIES	WASTE WATER TREATMENT	200.29
	OFFICE DEPOT		POLICE PATROL	282.98
	OFFICE DEPOT	MONITOR	EQUIPMENT RENTAL	349.75
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	367.88
154857	ONYX PROTECTIVE	VESTS - PATROL	GENERAL FUND	-1,156.01
	ONYX PROTECTIVE		COMMUNITY SERVICES UNIT	1,090.72
	ONYX PROTECTIVE		K9 PROGRAM	2,181.44
	ONYX PROTECTIVE		POLICE PATROL	3,381.55
	ONYX PROTECTIVE		DETENTION & CORRECTION	6,800.30
154858	OREILLY AUTO PARTS	WINDSHIELD WIPER MOTOR SWITCH	EQUIPMENT RENTAL	29.90
	OREILLY AUTO PARTS	PARTS FOR #H011	EQUIPMENT RENTAL	61.08
	OREILLY AUTO PARTS	TURN SIGNAL SWITCH - #J010	EQUIPMENT RENTAL	101.24
	OREILLY AUTO PARTS	VEHICLE PARTS FOR #104	EQUIPMENT RENTAL	192.42
	OREILLY AUTO PARTS	PARTS FOR #966	EQUIPMENT RENTAL	277.86
154859	OWEN EQUIPMENT	REPAIRS TO VEHICLE #H008	EQUIPMENT RENTAL	25,905.53
154860	PACIFIC TOPSOILS	BRUSH DUMP	GMA-PARKS	46.90
	PACIFIC TOPSOILS	MIXED BRUSH DUMP	PARK & RECREATION FAC	484.30
154861	PACWEST MACHINERY	BROOM BOLT EYE #H020	EQUIPMENT RENTAL	139.43
154862	PAPE MACHINERY	FLEET INVENTORY SUPPLIES	ER&R	134.86
154863	PARSONS, CHRIS	REIMBURSEMENT	RISK MANAGEMENT	5,000.00
154864	PARTNER CONST PROD	SEALING PRODUCT	ROADWAY MAINTENANCE	8,115.53
154865	PEACE OF MIND	PLANNING MEETING MINUTES	COMMUNITY	105.40
154866	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	9,613.88
	PGC INTERBAY LLC		MAINTENANCE	10,199.14
154867	PLITMAN, VLADISLAV	INTERPRETER SERVICE	COURTS	146.09
154868	PORTNOY, LINDA S	PROTEM SERVICE	MUNICIPAL COURTS	370.00
154869	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #205026479	STREET LIGHTING	11.59
	PUD	ACCT #202177861	PUMPING PLANT	17.29
	PUD	ACCT #205026479	STREET LIGHTING	18.15
	PUD	ACCT #204584361	STREET LIGHTING	18.28
	PUD	ACCT #201380995	PUMPING PLANT	19.16
	PUD	ACCT #204933311	PUMPING PLANT	19.18
	PUD	ACCT #204584361	STREET LIGHTING	24.24
	PUD	ACCT #221303498	STREET LIGHTING	29.07
	PUD	ACCT #204829691	STREET LIGHTING	42.58
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	57.52
	PUD	ACCT #221610405	STREET LIGHTING	63.37
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	65.85
	PUD	ACCT #220298624	STREET LIGHTING	72.63
	PUD	ACCT #202572327	STREET LIGHTING	111.80
	PUD	ACCT #202490637	SEWER LIFT STATION	115.04
	PUD	ACCT #202294336	STREET LIGHTING	115.77
	PUD	ACCT #202368197	PUMPING PLANT	116.48
	PUD	ACCT #202576112	STREET LIGHTING	128.85
	PUD	ACCT #202689105	WASTE WATER TREATMENT	130.66
	PUD	ACCT #202030078	TRANSPORTATION	157.76
	PUD	ACCT #220731285	STREET LIGHTING	170.57
	PUD	ACCT #203344585	STREET LIGHTING	203.93
	PUD	ACCT #200812808	PUMPING PLANT	234.52
	PUD	ACCT #222592917	PARK & RECREATION FAC	235.85
	PUD	ACCT #220020531	STREET LIGHTING	236.94
	PUD	ACCT #200164598	SOURCE OF SUPPLY	404.09

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154869	PUD	ACCT #202461554	SEWER LIFT STATION	578.19
	PUD	ACCT #223286667	METER READING	758.54
	PUD	ACCT #201098969	PUMPING PLANT	1,049.21
	PUD	ACCT #202604203	STREET LIGHTING	1,760.03
	PUD	ACCT #202576112	STREET LIGHTING	2,448.23
	PUD	ACCT #202604203	STREET LIGHTING	2,640.05
	PUD	ACCT #202882098	STREET LIGHTING	8,862.72
	PUD		STREET LIGHTING	13,862.22
154870	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	26.61
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	47.44
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	110.18
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	122.03
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	136.22
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	265.24
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	357.95
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	390.31
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	427.40
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	1,184.04
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,515.64
154871	PUGET SOUND SECURITY	KEY FOR TOOL BOX #J070	EQUIPMENT RENTAL	16.83
154872	QUADIENT LEASING USA	LEASE POSTAGE MACHINE	PROBATION	124.35
	QUADIENT LEASING USA		MUNICIPAL COURTS	373.50
154873	REECE TRUCKING	WASHED UTILITY SAND	SNOW & ICE REMOVAL	482.51
	REECE TRUCKING	CONCRETE/ASPHALT DUMP	ROADWAY MAINTENANCE	1,021.30
	REECE TRUCKING		SNOW & ICE REMOVAL	1,021.31
154874	RESTORICAL RESEARCH	INSURANCE RECOVERY - CLEANUP	SURFACE WATER CAPITAL	5,085.38
154875	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	2,598.12
154876	RICHARDS, KELLY	PERDIEM WASHINGTON DC	CITY COUNCIL	78.60
154877	RIGHT SYSTEMS, INC.	MCC NETWORK EQUIPMENT	CAPITAL EXPENDITURES	2,622.02
	RIGHT SYSTEMS, INC.	MCC WIRELESS AP'S - PHASE 2	CAPITAL EXPENDITURES	58,754.43
154878	SAFEWAY INC.	SUPPLIES	CITY COUNCIL	19.52
	SAFEWAY INC.		EXECUTIVE ADMIN	34.53
154879	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	195.00
154880	SIX ROBBLEES INC	CREDIT INVOICE #14P2915	ER&R	-101.65
	SIX ROBBLEES INC	BRAKE CLEANER - INVENTORY	ER&R	268.88
154881	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	81.45
154882	SMITH, BRAD	PERDIEM K9 TRAINING	POLICE PATROL	185.00
154883	SNOHOMISH CO 911	DISPATCH SERVICE	COMMUNICATION CENTER	91,372.54
154884	SOLID WASTE SYSTEMS	REPAIRS ON #J064/#J065	EQUIPMENT RENTAL	1,596.86
	SOLID WASTE SYSTEMS		EQUIPMENT RENTAL	1,596.87
154885	SONITROL	ANNUAL CONFIDENCE TESTING	WASTE WATER TREATMENT	25.00
	SONITROL		UTIL ADMIN	352.90
	SONITROL	CONFIDENCE TESTING FIRE ALARM	MAINT OF GENL PLANT	352.90
	SONITROL	CONFIDENCE TEST FIRE ALARM	CITY HALL	680.80
154886	SOUND PUBLISHING	ORDINANCE 3213	CITY CLERK	32.80
154887	SOUND PUBLISHING	ORDINANCE 3212	CITY CLERK	36.24
154888	STANWOOD REDI-MIX	ECO BLOCKS-DOME PROTECTION	SNOW & ICE REMOVAL	1,881.32
154889	STAPLES	KEYBOARD	MUNICIPAL COURTS	70.06
154890	STATE PATROL	FINGERPRINT ID SERVICES - PD	INTERGOVERNMENTAL	662.50
154891	STERICYCLE, INC.	SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20
154892	SUNBELT RENTALS	PARTS FOR PRESSURE WASHER - PARKS	PARK & RECREATION FAC	284.13
154893	SUNNYSIDE NURSERY	LANDSCAPE PLANTS	ROADSIDE VEGETATION	1,356.37
154894	SUPERIOR RESTROOMS	PORTABLE TOILET CLEANING	ROADSIDE VEGETATION	142.09
154895	SYSTEMS FOR PUBLIC	K9 DOOR LOCK REPAIR	K9 PROGRAM	177.41
	SYSTEMS FOR PUBLIC	K9 BATTERY	K9 PROGRAM	325.71
	SYSTEMS FOR PUBLIC	K9 DOOR POPPERS	K9 PROGRAM	4,538.58
	SYSTEMS FOR PUBLIC		K9 PROGRAM	4,538.58

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154896	TACOMA SCREW PRODUCT	CAP SCREWS	EQUIPMENT RENTAL	25.75
154897	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	42.53
154898	UNITED RENTALS	CONTAINER RENTAL	COMMUNITY CENTER	110.55
154899	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT/SUPPLIES	STORM DRAINAGE	127.15
154900	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.25
	VERIZON		POLICE INVESTIGATION	480.14
	VERIZON		POLICE PATROL	2,401.01
154901	WELSH COMMISSIONING	FUNCTIONAL PERFORMANCE TESTS	CAPITAL EXPENDITURES	12,723.75
154902	WESTERN EQUIPMENT	PIN - CLEVIS	SMALL ENGINE SHOP	40.45
	WESTERN EQUIPMENT	TINE - SOLID	SMALL ENGINE SHOP	246.39
154903	WESTERN SYSTEMS	REPLACEMENT ALPHA BBS BATTERIES	STREET LIGHTING	2,174.37
154904	WIDE FORMAT COMPANY	BASE CHARGE - MARCH 2022	UTIL ADMIN	130.07
154905	ZHELEZNYAK, MICHAEL	INTERPRETER SERVICE	COURTS	162.50
	ZHELEZNYAK, MICHAEL		COURTS	162.50
154906	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	56.17
154907	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	60.58
154908	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	65.53
154909	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
154910	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	24.87
	ZIPLY FIBER		MUNICIPAL COURTS	99.50
154911	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	194.82
154912	ZIPLY FIBER	LOCAL AND LD PHONE LINES	CITY CLERK	9.20
	ZIPLY FIBER		CRIME PREVENTION	9.20
	ZIPLY FIBER		PROPERTY TASK FORCE	9.20
	ZIPLY FIBER		SOLID WASTE CUSTOMER	9.20
	ZIPLY FIBER		PURCHASING/CENTRAL	9.20
	ZIPLY FIBER		FACILITY MAINTENANCE	9.20
	ZIPLY FIBER		YOUTH SERVICES	18.39
	ZIPLY FIBER		WATER QUAL TREATMENT	18.39
	ZIPLY FIBER		LEGAL-GENL	27.59
	ZIPLY FIBER		STORM DRAINAGE	27.59
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	36.79
	ZIPLY FIBER		PARK & RECREATION FAC	36.79
	ZIPLY FIBER		LEGAL - PROSECUTION	45.98
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	45.98
	ZIPLY FIBER		GENERAL	45.98
	ZIPLY FIBER		EQUIPMENT RENTAL	55.18
	ZIPLY FIBER		FINANCE-GENL	64.38
	ZIPLY FIBER		RECREATION SERVICES	64.38
	ZIPLY FIBER		COMPUTER SERVICES	73.54
	ZIPLY FIBER		POLICE INVESTIGATION	82.77
	ZIPLY FIBER		UTILITY BILLING	82.77
	ZIPLY FIBER		EXECUTIVE ADMIN	91.96
	ZIPLY FIBER		WASTE WATER TREATMENT	101.16
	ZIPLY FIBER		MUNICIPAL COURTS	110.36
	ZIPLY FIBER		POLICE ADMINISTRATION	110.36
	ZIPLY FIBER		OFFICE OPERATIONS	119.55
	ZIPLY FIBER		UTIL ADMIN	147.14
	ZIPLY FIBER		COMMUNITY	156.34
	ZIPLY FIBER		DETENTION & CORRECTION	183.93
	ZIPLY FIBER		ENGR-GENL	211.52
	ZIPLY FIBER		POLICE PATROL	478.22
154913	ZIPLY FIBER	ACCT #3606594037	CITY HALL	153.88

DATE: 4/15/2022
TIME: 10:49:47AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 7
11

FOR INVOICES FROM 4/13/2022 TO 4/13/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u>\$1,744,468.57</u>
154336	ENCHANTING PRINCESS EVENTS LLC	INITIATOR ERROR	VOID	\$710.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,743,758.57

12

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: MAY 9, 2022

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 April 20, 2022 claims in the amount of \$697,401.67 paid by EFT transactions and Check No.'s 154914 through 155022.
COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/20/2022 TO 4/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154914	PREMERA BLUE CROSS	CLAIMS PAID 4/1 TO 4/9/22	MEDICAL CLAIMS	73,555.02
154915	LICENSING, DEPT OF	STATE GUN DEALER LICENSE - 3	INTERGOVERNMENTAL	375.00
154916	LICENSING, DEPT OF	FIREARMS	INTERGOVERNMENTAL	1,617.00
154917	AMAZON CAPITAL	PENS	GENERAL FUND	-0.01
	AMAZON CAPITAL	COMPUTATION PAD	ENGR-GENL	9.71
	AMAZON CAPITAL	PENS	GENERAL	14.18
	AMAZON CAPITAL	HANGING STRIPS	ENGR-GENL	34.36
	AMAZON CAPITAL	THERMOMETER	SOURCE OF SUPPLY	79.00
	AMAZON CAPITAL	OFFICE SUPPLIES	PARK & RECREATION FAC	170.84
	AMAZON CAPITAL	LAMP	OFFICE OPERATIONS	426.24
154918	ARLINGTON, CITY OF	STORMWATER FEE	WATER FILTRATION PLANT	36.70
154919	ASPECT CONSULTING	SOURCE CONTROL ORDINANCE	STORM DRAINAGE	7,791.00
154920	ASTOUND BUSINESS	I-NET LEASES	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	111.40
	ASTOUND BUSINESS	I-NET LEASES	CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
154921	BAKER, KARRIE	REFUND CLASS REGISTRATION	PARKS-RECREATION	66.00
154922	BANK OF AMERICA	REGISTRATION	POLICE PATROL	5.00
154923	BANK OF AMERICA	TRAVEL	EXECUTIVE ADMIN	7.69
	BANK OF AMERICA		EXECUTIVE ADMIN	39.76
154924	BANK OF AMERICA	SUPPLIES	LEGAL - PROSECUTION	19.73
	BANK OF AMERICA		LEGAL - PROSECUTION	34.94
154925	BANK OF AMERICA	RENEWAL/MEAL DURING WARRANT	PROPERTY TASK FORCE	77.84
154926	BANK OF AMERICA	TRAINING	UTIL ADMIN	15.00
	BANK OF AMERICA		UTIL ADMIN	315.00
154927	BANK OF AMERICA	WORKSHOP/MEMBERSHIP/POSTCARDS	UTIL ADMIN	2.78
	BANK OF AMERICA		ENGR-GENL	15.00
	BANK OF AMERICA		WASTE WATER TREATMENT	105.39
	BANK OF AMERICA		DEVELOPMENT SERVICES	325.00
	BANK OF AMERICA		TRANSPORTATION	402.46
154928	BANK OF AMERICA	REGISTRATION	FINANCE-GENL	1,349.00
154929	BANK OF AMERICA	POSTAGE/REGISTRATION	COMMUNITY	295.00
	BANK OF AMERICA		COMMUNITY	540.00
	BANK OF AMERICA		COMMUNITY	761.12
154930	BANK OF AMERICA	ADVERTISING/RENEWALS	POLICE ADMINISTRATION	742.22
	BANK OF AMERICA		POLICE ADMINISTRATION	943.84
154931	BANK OF AMERICA		MEDICAL CLAIMS	82.19
	BANK OF AMERICA		UTIL ADMIN	102.89
	BANK OF AMERICA		POLICE ADMINISTRATION	175.96
	BANK OF AMERICA		CITY COUNCIL	272.55
	BANK OF AMERICA		EXECUTIVE ADMIN	279.80
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	345.00
	BANK OF AMERICA		OFFICE OPERATIONS	345.00
	BANK OF AMERICA		UTIL ADMIN	345.00
	BANK OF AMERICA		SOLID WASTE OPERATIONS	345.00
	BANK OF AMERICA		ENGR-GENL	345.00
	BANK OF AMERICA		COMMUNITY	447.89
	BANK OF AMERICA		RECREATION SERVICES	447.89
	BANK OF AMERICA		FINANCE-GENL	792.89
	BANK OF AMERICA		EXECUTIVE ADMIN	957.69
	BANK OF AMERICA		EXECUTIVE ADMIN	1,512.74
	BANK OF AMERICA		CITY COUNCIL	8,958.52
154932	BILLS BLUEPRINT INC	PLANS	SURFACE WATER CAPITAL	639.62
154933	BRIM TRACTOR	CABIN AIR FILTER #H004 - INVENTORY	ER&R	402.66
	BRIM TRACTOR	CABIN AIR FILTER - INVENTORY	ER&R	447.26
	BRIM TRACTOR	REPAIRS FOR #H004	EQUIPMENT RENTAL	509.68
154934	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	14,671.34
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,070.73

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/20/2022 TO 4/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154935	COASTAL FARM & HOME	GRASS SEED	SOURCE OF SUPPLY	29.53
	COASTAL FARM & HOME	SWEATSHIRTS - EYER	UTIL ADMIN	157.26
154936	COOP SUPPLY	BATTERIES	PARK & RECREATION FAC	20.78
154937	DUFRANE, ZACHARY & A	UB REFUND	WATER/SEWER OPERATION	74.42
154938	E&E LUMBER	COMMAND HOOKS	PUMPING PLANT	8.51
	E&E LUMBER	BOLTS FOR #J049	ROADSIDE VEGETATION	8.93
	E&E LUMBER	BLACK PIPE FOR #J069	EQUIPMENT RENTAL	17.64
	E&E LUMBER	CONSTRUCTION REPAIR ITEMS	PARK & RECREATION FAC	304.04
	E&E LUMBER	SIDEBOARDS FOR #J049	ROADSIDE VEGETATION	318.81
154939	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	2,274.99
154940	ENCHANTING PRINCESS	SUPERHERO DANCE	RECREATION SERVICES	275.00
154941	EVERETT TIRE & AUTO	ALIGNMENT FOR #V042	EQUIPMENT RENTAL	181.34
154942	FARLEY, CHRISTOPHER	MOURNING BANDS	POLICE PATROL	16.31
154943	FARO TECHNOLOGIES	FARO	POLICE INVESTIGATION	16,685.29
154944	FERRELLGAS	PROPANE	TRAFFIC CONTROL DEVICES	144.04
	FERRELLGAS		ROADWAY MAINTENANCE	144.05
154945	FINISHING EDGE	CURB WALL REPAIR	STORM DRAINAGE	1,639.50
154946	FIRESTONE	TIRES FOR #V005	EQUIPMENT RENTAL	465.34
154947	GEOTEST SERVICES INC	PERIOD ENDING 3/27/22	GMA - STREET	2,665.10
154948	GORDON TRUCK CENTER	DIAGNOSE/REPAIR FOR #H003	EQUIPMENT RENTAL	2,202.81
154949	GRAINGER	STORAGE BOXES	PARK & RECREATION FAC	49.90
	GRAINGER	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	56.66
	GRAINGER	PUSH BROOM - INVENTORY	ER&R	127.42
	GRAINGER	STORAGE BOXES	WASTE WATER TREATMENT	149.71
	GRAINGER	WHEELED MARKING WAND	ER&R	196.00
	GRAINGER	ITEMS FOR INVENTORY	ER&R	263.26
	GRAINGER	SUPPLIES FOR INVENTORY	ER&R	324.19
	GRAINGER	INVENTORY SUPPLIES	ER&R	826.30
154950	GRANITE CONST	ASPHALT	WATER DIST MAINS	203.61
	GRANITE CONST		ROADWAY MAINTENANCE	337.57
154951	GREENSHIELDS INDS	PARTS FOR #M005	EQUIPMENT RENTAL	50.51
	GREENSHIELDS INDS	HYDRAULIC HOSE ASSEMBLY #H004	EQUIPMENT RENTAL	181.24
	GREENSHIELDS INDS	ITEMS FOR PW WASH RACK REPAIR	MAINT OF GENL PLANT	376.15
154952	GROSPE, SAMANTHA	REFUND CLASS REGISTRATION	PARKS-RECREATION	33.00
154953	HARRINGTON INDUST.	CHEMICAL TANK TUBE/REPAIR	WASTE WATER TREATMENT	930.34
154954	HAZEN, DANIEL EDWARD	STIPEND SERVICE	POLICE ADMINISTRATION	750.00
154955	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	6,934.61
	HDR ENGINEERING		GMA - STREET	20,509.06
154956	HENDRY, LAWRENCE A	UB REFUND	WATER/SEWER OPERATION	103.45
154957	HOME DEPOT USA	TOOLS FOR MAINTENANCE SHOP	WASTE WATER TREATMENT	417.04
154958	ICONIX WATERWORKS	STOCK REPAIR BRASS	WATER SERVICES	909.99
154959	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	189.00
154960	INTERMOUNTAIN LOCK	PADLOCK KEYED - INVENTORY	ER&R	173.33
154961	INTERSTATE BATTERY	BATTERIES	ER&R	257.69
154962	JOHNSON, DEZEMBER	UB REFUND	WATER/SEWER OPERATION	228.61
154963	JULZ ANIMAL HOUS	K9 SUPPLIES	K9 PROGRAM	82.45
154964	KANEHEN, GREGORY	STIPEND SERVICE	POLICE ADMINISTRATION	750.00
154965	KITSAP TRACTOR	RELAY #W016	SMALL ENGINE SHOP	57.25
	KITSAP TRACTOR	SLEDGE RH & LH FOR #W015	SMALL ENGINE SHOP	307.35
154966	KRIEWALD, KATE	REFUND CLASS REGISTRATION	PARKS-RECREATION	66.00
154967	KUNKEL, JENNIFER	REFUND SOCCER REGISTRATION	PARKS-RECREATION	85.00
154968	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	240.00
154969	LAKESIDE INDUSTRIES	ASPHALT	WATER DIST MAINS	1,262.79
154970	LASTING IMPRESSIONS	CITY LOGO - BRANDED UNIFORMS	COMPUTER SERVICES	1,027.14
154971	LENNAR NORTHWEST INC	UB REFUND 3829 80TH AVE NE	WATER/SEWER OPERATION	232.14
154972	LES SCHWAB TIRE CTR	AXLE TIRE FOR #J067	EQUIPMENT RENTAL	43.78
	LES SCHWAB TIRE CTR	ALIGNMENT FOR #104	EQUIPMENT RENTAL	109.29
	LES SCHWAB TIRE CTR	AXLE TIRES - INVENTORY	ER&R	460.79

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/20/2022 TO 4/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154972	LES SCHWAB TIRE CTR	AXLE TIRES - INVENTORY	ER&R	690.56
	LES SCHWAB TIRE CTR		ER&R	1,180.44
154973	LOWES HIW INC	PARTS FOR NORTH ANNEX	PUBLIC SAFETY BLDG	38.18
	LOWES HIW INC	GS CONTRACTOR INSPECTION CAM	FACILITY MAINTENANCE	133.82
	LOWES HIW INC	ROW SHED PARTS	ROADSIDE VEGETATION	183.82
154974	MACLEOD RECKORD, PLLC	BILLING THROUGH 3/31/22	GMA-PARKS	11,598.66
154975	MANER, MEGAN	CORRECTIONAL EMERGENCY COURSE	DETENTION & CORRECTION	206.50
154976	MARIANO, NIKKI	REFUND CLASS REGISTRATION	PARKS-RECREATION	75.00
154977	MAYO, CHAD*	UB REFUND	WATER/SEWER OPERATION	20.60
154978	MCVAYS MOBILE WELD	FABRICATE HD WRENCHES	WATER DIST MAINS	489.39
154979	MILES SAND & GRAVEL	STRAWBERRY FIELD MAINTENANCE	PARK & RECREATION FAC	2,357.51
154980	MOON CONSTRUCTION	PAY ESTIMATE #1	GMA-PARKS	364,926.02
154981	MOTOR TRUCKS	LED LIGHT - INVENTORY	ER&R	87.97
	MOTOR TRUCKS		ER&R	791.78
154982	NAPA AUTO PARTS	SPARK PLUGS FOR #V011	EQUIPMENT RENTAL	5.91
	NAPA AUTO PARTS	OIL/OIL FILTERS #W022	EQUIPMENT RENTAL	24.95
	NAPA AUTO PARTS	FUEL/OIL FILTERS INVENTORY	ER&R	28.24
	NAPA AUTO PARTS	HYDRAULIC FILTER FOR #H018	EQUIPMENT RENTAL	30.41
	NAPA AUTO PARTS	SERPENTINE BELT #J005	EQUIPMENT RENTAL	36.38
	NAPA AUTO PARTS	FILTERS FOR #W016	SMALL ENGINE SHOP	84.86
	NAPA AUTO PARTS	AIR/OIL FILTERS #W019	SMALL ENGINE SHOP	119.24
154983	NESS & CAMPBELL CRAN	CRANE RENTAL	WASTE WATER TREATMENT	2,043.91
154984	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	1,836.24
154985	NORTHWESTERN AUTO	REPAIRS FOR #P181	EQUIPMENT RENTAL	4,014.21
154986	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	31.30
	OFFICE DEPOT		UTIL ADMIN	31.31
	OFFICE DEPOT	TABLET CARRYING CASE	STORM DRAINAGE	65.63
	OFFICE DEPOT	OFFICE SUPPLIES	FACILITY MAINTENANCE	82.15
154987	ONSITE ENVIRONMENTAL	SAMPLE TESTING	WATER CAPITAL PROJECTS	1,009.80
	ONSITE ENVIRONMENTAL		WATER CAPITAL PROJECTS	1,009.80
154988	PETROCARD SYSTEMS	FUEL CONSUMED	SMALL ENGINE SHOP	47.55
	PETROCARD SYSTEMS		ENGR-GENL	48.38
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	111.00
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	270.25
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	304.93
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	351.10
	PETROCARD SYSTEMS		COMMUNITY	380.61
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,020.17
	PETROCARD SYSTEMS		GENERAL	5,495.05
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	10,555.85
	PETROCARD SYSTEMS		POLICE PATROL	10,934.70
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	11,978.44
154989	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	PRO-SHOP	50.00
	PGC INTERBAY LLC		PRO-SHOP	51.48
	PGC INTERBAY LLC		MAINTENANCE	79.31
	PGC INTERBAY LLC		PRO-SHOP	136.16
	PGC INTERBAY LLC		MAINTENANCE	154.78
	PGC INTERBAY LLC		MAINTENANCE	273.85
	PGC INTERBAY LLC		MAINTENANCE	368.08
	PGC INTERBAY LLC		MAINTENANCE	389.12
	PGC INTERBAY LLC		PRO-SHOP	457.60
	PGC INTERBAY LLC		GOLF ADMINISTRATION	487.27
	PGC INTERBAY LLC		PRO-SHOP	692.95
	PGC INTERBAY LLC		PRO-SHOP	983.70
	PGC INTERBAY LLC		MAINTENANCE	1,049.57
	PGC INTERBAY LLC		GOLF COURSE	8,640.64
154990	PINNEY, MERLE & AMAN	UB REFUND	GARBAGE	61.67
154991	PLATT ELECTRIC	240V HEATER	MAINTENANCE	181.18

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/20/2022 TO 4/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
154992	POINT EMLEMS LLC	CHALLENGE COINS	POLICE ADMINISTRATION	2,448.13
154993	POLLARDWATER	WATER SERVICE TOOLS	WATER DIST MAINS	146.05
	POLLARDWATER	CHLORINE	WATER DIST MAINS	826.31
154994	PROCTOR SALES	REBUILT MID-WEST 830	WATER CROSS CNTL	459.06
154995	PROFESSIONAL TRAININ	CONTINUING EDUCATION	UTIL ADMIN	100.00
	PROFESSIONAL TRAININ		UTIL ADMIN	100.00
154996	PUD	ACCT #201142098	PARK & RECREATION FAC	7.91
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	19.55
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	19.55
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	19.55
	PUD	ACCT #201346665	SEWER LIFT STATION	19.62
	PUD	ACCT #205481823	GOLF ADMINISTRATION	20.80
	PUD	ACCT #205195373	PARK & RECREATION FAC	21.98
	PUD	ACCT #200501617	TRANSPORTATION	28.09
	PUD	ACCT #201142155	TRANSPORTATION	39.32
	PUD	ACCT #202294245	SEWER LIFT STATION	44.79
	PUD	ACCT #200660439	STREET LIGHTING	45.21
	PUD	ACCT #203500020	STREET LIGHTING	50.82
	PUD	ACCT #200061463	PARK & RECREATION FAC	65.28
	PUD	ACCT #203996343	STREET LIGHTING	67.41
	PUD	ACCT #202524690	PUMPING PLANT	68.86
	PUD	ACCT #202303301	SEWER LIFT STATION	68.95
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	106.87
	PUD	PUD FEE	PARK & RECREATION FAC	107.97
	PUD	ACCT #203291216	GENERAL	117.59
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	122.29
	PUD	ACCT #201909637	SEWER LIFT STATION	127.00
	PUD	ACCT #222025900	PUMPING PLANT	184.66
	PUD	ACCT #201617479	CITY HALL	1,060.43
	PUD	ACCT #200021871	COURT FACILITIES	1,083.01
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,206.76
154997	REECE TRUCKING	DUMP DIRT & SOD	ROADWAY MAINTENANCE	902.02
	REECE TRUCKING		ROADWAY MAINTENANCE	902.02
154998	ROBERTS, CALEN	WSU RECRUITING FUNCTION	POLICE TRAINING-FIREARMS	147.50
154999	ROCKWELL, CARA	UB REFUND	WATER/SEWER OPERATION	100.58
155000	SAFEGWAY INC.	REFRESHMENT - MEETING	UTIL ADMIN	20.96
155001	SEATTLE PUMP & EQUIP	PRESSURE WASHING TOOLS & PARTS	SIDEWALK MAINTENANCE	863.31
155002	SIKORSKIY, OLEG	UB REFUND	WATER/SEWER OPERATION	628.24
155003	SISKUN POWER EQUIPME	LOCK NUTS FOR WEED EATER	SMALL ENGINE SHOP	19.26
155004	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.18
155005	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	845.00
155006	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	590.44
	SOUND SAFETY		DETENTION & CORRECTION	1,035.56
155007	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	19.94
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	39.88
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	39.88
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	39.88
	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	67.50
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	85.70

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 4/20/2022 TO 4/20/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
155007	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	85.70
	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	99.71
	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	171.40
	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	199.43
155008	STURGIS, PATTY	REFUND CLASS REGISTRATION	PARKS-RECREATION	32.00
155009	SUTTEN, DOUG	UB REFUND	WATER/SEWER OPERATION	286.59
155010	THYSSENKRUPP ELEVATO	PLATINUM FULL MAINTENANCE	CITY HALL	346.82
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	346.82
155011	TRUE NORTH EQUIPMENT	WINDSCREEN FOR #CC16	EQUIPMENT RENTAL	519.28
155012	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	119.28
155013	US MOWER	REPAIR FOR #H011	EQUIPMENT RENTAL	1,601.92
155014	USA BLUEBOOK	CREDIT INVOICE #889823	WASTE WATER TREATMENT	-420.75
	USA BLUEBOOK	TEST TUBES, BOD BUFFER	WASTE WATER TREATMENT	851.56
	USA BLUEBOOK	TEST TUBES/FILTERS	WASTE WATER TREATMENT	1,217.03
155015	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATION	UTILITY LOCATING	1,102.64
155016	VERIZON	WIRELESS SERVICES	PURCHASING/CENTRAL	40.00
	VERIZON		YOUTH SERVICES	41.86
	VERIZON		CRIME PREVENTION	41.86
	VERIZON		PROPERTY TASK FORCE	41.86
	VERIZON		FACILITY MAINTENANCE	41.86
	VERIZON		FINANCE-GENL	83.72
	VERIZON		UTILITY BILLING	121.86
	VERIZON		EQUIPMENT RENTAL	121.86
	VERIZON		PERSONNEL ADMINISTRATION	125.58
	VERIZON		WATER QUAL TREATMENT	163.73
	VERIZON		CUSTODIAL SERVICES	165.58
	VERIZON		OFFICE OPERATIONS	167.44
	VERIZON		SEWER LIFT STATION	200.11
	VERIZON		TRANSPORTATION	200.30
	VERIZON		LEGAL-GENL	207.45
	VERIZON		LEGAL - PROSECUTION	245.58
	VERIZON		MUNICIPAL COURTS	249.31
	VERIZON		COMMUNITY SERVICES UNIT	254.31
	VERIZON		RECREATION SERVICES	283.73
	VERIZON		EXECUTIVE ADMIN	343.03
	VERIZON		WATER SUPPLY MAINS	360.24
	VERIZON		POLICE INVESTIGATION	376.74
	VERIZON		PARK & RECREATION FAC	403.72
	VERIZON		DETENTION & CORRECTION	452.70
	VERIZON		COMMUNITY	453.06
	VERIZON		SOLID WASTE CUSTOMER	501.52
	VERIZON		COMPUTER SERVICES	624.44
	VERIZON		POLICE ADMINISTRATION	714.76
	VERIZON		WASTE WATER TREATMENT	735.75
	VERIZON		STORM DRAINAGE	807.51
	VERIZON		GENERAL	1,262.88
	VERIZON		ENGR-GENL	1,529.25
	VERIZON		UTIL ADMIN	2,005.76
	VERIZON		POLICE PATROL	2,408.53
155017	VINE, BRANDEN S & KE	UB REFUND	WATER/SEWER OPERATION	7.52
155018	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	6.50
	WET RABBIT EXPRESS		POLICE PATROL	260.00
155019	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.46
155020	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	65.68
155021	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	33.54
	ZIPLY FIBER		RECREATION SERVICES	33.54
155022	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	98.58
	ZIPLY FIBER		SUNNYSIDE FILTRATION	120.49

DATE: 4/22/2022
TIME: 8:56:33AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/20/2022 TO 4/20/2022

PAGE: 6 19

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>697,401.67</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:


\$697,401.67

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9th, 2022

AGENDA ITEM: Water and Wastewater Contractor Agreement Snohomish County Human Services Department	
PREPARED BY: Stephanie Janssen	DIRECTOR APPROVAL: 
DEPARTMENT: Finance	
ATTACHMENTS:	Water and Wastewater Contractor Agreement Low Income Home Energy Assistance Program (LIHEAP) Eligibility Guidelines
BUDGET CODE:	AMOUNT: Undetermined
SUMMARY: Snohomish County Human Services Department has started a low income household water assistance program. Federal funds will be awarded to eligible customers as part of an overall emergency effort to the Covid-19 pandemic to ensure low income households have access to drinking water and wastewater services. This is part of the Low Income Home Energy Assistance Program and customers will apply for the funds directly through Snohomish County. The eligible customers must have monthly income at or below 150% of the federal poverty level.	

RECOMMENDED MOTION: Authorize the Mayor to sign and execute the Water and Wastewater Contractor Agreement.

SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT

3000 Rockefeller Avenue, MIS 305, Everett, WA 98201
 (425) 388-7200

WATER AND WASTEWATER CONTRACTOR AGREEMENT

VA-WS-22-30-09

<p>Name and Address of Water and Wastewater Services Contractor:</p> <p>City of Marysville City Hall Utility Billing 1049 State Avenue Marysville, WA 98270</p>	<p>Contact Person Name, Phone Number, Email:</p> <p>Stephanie Janssen/ Utility Billing Supervisor 360-363-8010 sjanssen@marysvillewa.gov</p>
--	--

THE WATER AND WASTEWATER SERVICES CONTRACTOR AND COUNTY HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS AGREEMENT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT THE CONTRACTOR IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

Low Income Household Water Assistance Contractor Agreement

I. Purpose

This Agreement ("Agreement") shall govern the purchase of water services from the Contractor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). Federal funds awarded under this Agreement shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates, and fees associated with reconnection or prevention of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the County and Contractor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Contractor are governed by and subject to the federal and state laws and regulations and in accordance with the Low-Income Household Water Assistance Program.

II. Term of Agreement

This Agreement shall be in effect from the date a completed, signed, and dated Agreement is received by the County and will remain in effect until September 30, 2023. The Agreement shall not bind, nor purport to bind, the County for any commitment in excess of the original Agreement period.

III. Modifications of Agreement

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties, and executed with the same formalities as are required for execution of this Agreement.

IV. Termination of Agreement

This Agreement will terminate effective immediately upon determination by the County that the Contractor is in material breach of this Agreement and written notice of the same to the Contractor.

Either the County or the Contractor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

V. County Responsibilities

The County will:

- A. Provide outreach activities in an equitable manner to ensure notification of program is given to the potentially eligible households.
- B. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- C. Based on established criteria, determine household eligibility for LIHWAP based on the Washington Grantee Plan.
- D. Accept referrals for LIHWAP benefits by the Contractor by email, phone or through an online application portal.
- E. Provide authorization for approval and services.
- F. Review invoice(s) submitted by the Contractor. The COUNTY may request additional documentation and/or clarification of charges as needed. County may not pay Contractor without all required and requested documentation/clarification of charges.
- G. Provide payment to the Contractor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the Contractor with the terms herein.
- H. Payment Set up: To be handled through fiscal department where a pay list and checks are sent for an individual or in a batch for households.
- I. Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. The County shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.
- J. The County will collect and retain the following program data indicators from the households: BELOW ARE EXAMPLES OF THE MINIMUM DATA INDICATORS FROM THE TERMS AND CONDITIONS:
 1. Track the number and income levels of households assisted by this award;
 2. Collect the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);

3. Gather administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs, and lessons learned; and
4. Plan and prioritize funds for households in communities throughout their jurisdiction with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

VI. Contractor Responsibilities

The Contractor shall:

- A. Provide the COUNTY with the IRS W-9 form (Request for Taxpayer Identification Number and Certification) that shows the Employer Identification Number document or other proof of the Contractor's tax identification number.
- B. Provide the COUNTY with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- C. Notify the COUNTY immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the COUNTY.
- D. Notify the COUNTY within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.
- E. Notify the COUNTY if the business owner or other key employee is employed by the COUNTY well as if a member of his/her immediate family is employed by the COUNTY. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.) [Applies to privately owned Water Companies]
- F. Not serve as the contractor for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year.) [Applies to privately owned Water Companies]
- G. Not serve as the contractor for a dwelling/property that s/he owns. [Applies to privately owned Water Companies]

VII. Financial Information/Billing

The Contractor shall:

- A. Provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP.
- B. Charge LIHWAP households using the Contractor's normal billing process.
- C. Restore water services for eligible household upon payment by COUNTY.
- D. After receiving LIHWAP payment for restoration of water services, maintain services for at least 30 days.
- E. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- F. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- G. Not apply LIHWAP payments to commercial accounts. Contractor may only use LIHWAP payments for residential accounts.
- H. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- I. Post all payments to customer accounts within three to five business days of Contractor receipt of funds. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active, and the household is approved for LIHWAP assistance.
- J. Clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner that identifies the LIHWAP payment as received from the COUNTY.
- K. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- L. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. Credit balances must be refunded to the COUNTY, in compliance with LIHWAP Contractor Refund Policies, no later than 45 days following the end of the program year, September 30, 2023.
- M. Not exchange an eligible household's credit authorization for cash or give any cash equivalent to an eligible household for excess credit.
- N. Cooperate with any Federal, State, or local investigation, audit, or program review. The Contractor shall allow COUNTY representatives access to all books and records

relating to LIHWAP households for the purpose of compliance verification with this Agreement.

- O. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- P. Take corrective action in the timeframe specified by the COUNTY upon COUNTY notice. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Contractor into compliance by the date specified by COUNTY. Failure to take corrective action may result in the termination of this Agreement and disqualification from participation in the LIHWAP program.

VIII. Data Collection

The Contractor shall provide to the County: within a timeframe specified by the COUNTY and in the format requested by the COUNTY. The Contractor shall provide the data to the COUNTY (or an authorized agent for the COUNTY) for the purposes of verification, research, evaluation, analysis, and reporting, as authorized in an eligible household's signed LIHWAP application.

- A. The Contractor shall provide to the County, at no cost to the COUNTY or the household, the data requested below:
 - 1. Written information to the County on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
 - 2. The itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
 - 3. The type of water assistance used by household, i.e., drinking water, wastewater etc.
 - 4. The impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
 - 5. The Contractor shall also notify the County of any household situation that threatens life, health, or safety.

IX. Joint Duties

The Contractor and the County agree to meet with designated staff either in person or virtually when a schedule is agreed-upon to review any recommendations, accomplishments, unmet needs, and lessons learned.

X. General Conditions

- A. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- B. **DISCRIMINATION:** The Contractor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by federal or state law relating to discrimination.
- C. **CONFIDENTIALITY:** The Contractor and the COUNTY agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and COUNTY's written consent and only in accordance with federal or state law. Water Company providers who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the COUNTY of any breach or suspected breach in the security of such information. The Contractor shall allow the COUNTY to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- D. **SUBCONTRACTS:** The Contractor shall obtain permission from the COUNTY prior to subcontracting any portion of the work under this Agreement. The Contractor shall furnish the COUNTY the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- E. **FRAUD:** The Contractor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the COUNTY or knowingly allowing others to do so; intentional failure to notify the COUNTY of a change in circumstances that affects payments received by the Contractor; intentionally accepting payments that the Contractor knows, or by reasonable diligence would know, the Contractor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Contractor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

- F. NON-FRAUD OVERPAYMENTS: In the event that Contractor receives an overpayment that is not the result of intent to defraud, the Contractor shall be required to repay the full amount to the County.
- G. BINDING ON HEIRS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- H. DUE AUTHORIZATION. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- I. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

FOR SNOHOMISH COUNTY:

FOR THE CONTRACTOR:

 Mary Jane Brell Vujovic, Director (Date)
 Department of Human Services

 (Signature) (Date)

 (Title)

LIHEAP Eligibility Guidelines

Below are basic eligibility guidelines. Remember, these are just guidelines. Actual LIHEAP eligibility must be determined by the LIHEAP provider in your community. To do so, you will need to schedule an energy assistance appointment with the agency that provides LIHEAP services in your area.

Basic LIHEAP eligibility is outlined as follows:

1. Your household has not received a LIHEAP energy assistance grant during the current program year, October 1st thru September 30th.
2. Your household pays for residential home heating costs either directly to an energy vendor or indirectly through rent.
3. The household's average monthly income is at or below 150% of the federal poverty level (FPL). Below is a chart of the current income levels by household for the current program year.


Note: There are various deductions and exclusions allowed for different types of income. Your household's actual income must be calculated by the LIHEAP provider in your area.

Household Size	150% FPL Annual	150% FPL Monthly
1	\$19,320	\$1,610
2	\$26,130	\$2,178
3	\$32,940	\$2,745
4	\$39,750	\$3,313
5	\$46,560	\$3,880
6	\$53,370	\$4,448
7	\$60,180	\$5,015
8	\$66,990	\$5,583
9	\$73,800	\$6,150
10	\$80,610	\$6,718
11	\$87,420	\$7,285
12	\$94,230	\$7,853
13	\$101,040	\$8,420
14	\$107,850	\$8,988
15	\$114,660	\$9,555
16	\$121,470	\$10,123
17	\$128,280	\$10,690
18	\$135,090	\$11,258
19	\$141,900	\$11,825
20	\$148,710	\$12,393
21	\$155,520	\$12,960
22	\$162,330	\$13,528
23	\$169,140	\$14,095
24	\$175,950	\$14,663

Index #3

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2022

AGENDA ITEM:	
Contract Award - 2022 Citywide Road Re-Striping	
PREPARED BY:	DIRECTOR APPROVAL:
Jesse Perrault	
DEPARTMENT:	
Public Works – Streets Division	
ATTACHMENTS:	
Certified Bid Tabulation and Contract	
BUDGET CODE:	AMOUNT:
00110130.541000	\$162,402.20
SUMMARY:	
<p>The 2022 Roadway Re-Striping project involves the installation of approximately <u>998,978</u> lineal feet of 4-inch and 6-inch roadway paint striping, and C-Curb painting, with water-borne paint in both yellow and white colors.</p> <p>The project bids were solicited through the MRSC Small Works Roster on April 25th, 2022. The City received (2) bids. Bids were opened on May 2nd, 2022, and are shown on the attached certified bid tabulation. The low bidder was Specialized Pavement Markings, LLC, at \$147,638.36. The Engineers Estimate was \$135,000. References have been checked and found to be satisfactory.</p>	
Contract Bid:	\$147,638.36
<u>Management Reserve:</u>	\$14,763.84
Construction Total:	\$162,402.20

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the 2022 Citywide Road Re-Striping Project contract with Specialized pavement markings, LLC in the amount of \$147,638.36 and approve a management reserve of \$14,763.84 for a total allocation of \$162,402.20.

5/2/2022

2022 Roadway Re-Striping Bid Tabulation

Apparent Low-Bid

Item	Description	Quantity	Units	Engineer's Estimate		SPM, Inc.		Stripe-Rite	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	4-INCH PAINT LINE	LF	759,442.00	\$0.13	\$98,727.46	\$0.14	\$106,321.88	\$0.14	\$106,321.88
2	6-INCH PAINTED LINE	LF	229,536.00	\$0.16	\$36,725.76	\$0.18	\$41,316.48	\$0.23	\$52,793.28
SUBTOTAL:					\$135,453.22		\$147,638.36		\$159,115.16
					\$135,453.22		\$ 147,638.36		\$159,115.16

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 Specialized Pavement Markings, LLC, a limited liability corporation, organized under the laws of the state of Delaware, located and doing business at 175 Roy Road SW Bldg. C, Pacific, WA 98047 (the “Contractor”).

WHEREAS, the City desires to re-stripe 988,978 lineal feet yellow and white painted traffic control lines and curbs. ; 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 2022 Roadway Re-Striping 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 September 30th, 2022.

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 One Hundred Forty Seven Thousand Six Hundred Thirty Eight Dollars and Thirty Six Cents, (\$147,638.36) 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, Jake Wetzel, and shall be administered for the Contractor by the Contractor's Contract Representative, Tyler Pierce. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jake Wetzel, Streets Division Supervisor
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

To Contractor: Tyler Pierce, Division Manager
 Specialized Pavement Markings, LLC
 175 Roy Road SW Building C
 Pacific, WA 98047

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 _____, 2022.

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

A

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 9, 2022

AGENDA ITEM:	
Consider Planning Commission's recommendation related to the Community Business Zone land use regulations.	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Memorandum – City Council 05-09-22 2. Alternative 1 – Maintain Existing Code 3. Alternative 2 – Remove multi-family as a permitted use in the CB zone 4. Alternative 3 – Reduce multi-family density in the CB zone 5. Alternative 4 – Code Change Reduce the maximum height of mixed use buildings in the CB zone. 6. Planning Commission Meeting Minutes – 2-22-22 7. CB Zone Map – Existing uses 	
BUDGET CODE:	AMOUNT:
N/A	N/A
<p>SUMMARY: Staff has received several development inquiries related to exclusive multi-family development within the Community Business (CB) zone and inquires with minimal commercial uses proposed. The CB zone currently requires a vertical mix of uses with commercial uses on the ground level with multifamily uses permitted above ground level commercial uses.</p> <p>The development inquiries within the CB zone appear to be different from the original vision for this area.</p> <p>Four alternatives were considered by the Planning Commission during a workshop session on April 12, 2022, as follows:</p> <ol style="list-style-type: none"> 1. Alternative 1: Maintain the existing code. 2. Alternative 2: Remove multifamily uses as a permitted use in the CB zone. 3. Alternative 3: Reduce the permitted multifamily density in the CB zone. 4. Alternative 4: Reduce the max height of mixed use buildings in the CB Zone. 5. Alternative 5: Rezone one or all parcels in the CB zone <p>The majority of the Planning Commission recommended Alternative 1, to maintain the existing code. Alternative 5 was added after discussions during the May 2 workshop with the City Council.</p>	
RECOMMENDED ACTION: Consider the recommendation from the Planning Commission and provide direction to staff on potential alternatives.	
RECOMMENDED MOTION: I move to select the approach outlined in Alternative #___ and direct staff to proceed with the next steps to execute Alternative #___.	



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

TO: City Council

FROM: Haylie Miller, Community Development Director

DATE: May 9, 2022

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

CC: Gloria Hirashima, Chief Administrative Officer
Chris Holland, Planning Manager
Angela Gemmer, Senior Long Range Planner

Introduction:

Staff has received several development inquiries related to exclusive multi-family development within the Community Business (CB) zone and inquires with minimal commercial uses proposed. The CB zone currently requires a vertical mix of uses with commercial uses on the ground level with multifamily uses permitted above ground level commercial uses.

The development inquiries within the CB zone appear to be different from the original vision for this area.

Background:

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

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

The Comprehensive Plan further states, the CB zone is intended to serve a larger area than one neighborhood, but remain auxiliary to Marysville's downtown. Activities in this land use would be more automobile-oriented, serving a larger area and, therefore, might require an automobile to reach them. The uses would be such

(360) 363-8100

Community
Development
80 Columbia Avenue
Marysville, WA 98270

that one might go to an area and be able to run several errands or accomplish several tasks in one or two stops. Activities that might be permitted could be department and large grocery stores, and other uses that would draw people from many areas as opposed to just the immediate neighborhood. Some personal services and office uses would also be permitted. The land use is intended for individual, small businesses or an integral complex of several firms or businesses serving retail, office, and personal services.

The criteria and standards listed in the Land Use Element for the CB land use designation¹ are provided below:

i. Criteria and Standards

- Site Size: 5 - 20 acres; serving radius: 1 1/2 - 2 mile (15 - 20,000 population)
- Types of Stores: department and large grocery stores; other uses that need the support of several neighborhoods rather than a single neighborhood; personal services and offices; individual, small businesses or an integral complex of several firms or businesses serving retail, office, and personal services
- Access: Arterial streets
- Number of Stores: 15-25, range of gross floor area: 100,000 - 200,000 sq. ft.
- Implementation: Some commercial activities that have a repair or light industrial component should be included here, e.g. bike sales and repair, coffee roasting (if in conjunction with a shop), shoe sales and repair, candy sales and manufacture, computer sales and service, dry cleaning plants and retail, jewelry and watch sales and repairs, hardware, appliances, and electrical items sales and service (these could be limited by size, to differentiate which should be in General Commercial, and which here); as well as other commercial activities such as banks, fabric stores, luggage and leather goods, barber and beauty shops, automotive and boat sales, trade or business schools, hobby, toy and game shops, laundromats, sun tanning salons, second hand stores, pawn shops. Day care are permitted within existing single family residences. Automotive repair and service is a conditional use. Things which should not be located in this land use are foundries or metal fabrication, flour, feed, and seed processing, go-cart tracks, race tracks, and outdoor storage.

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

¹ As outlined in section IV.C.II.c.i., of the Land Use Element of the [Comprehensive Plan](#).

Marysville Municipal Code (MMC) Background: The primary intent of MMC section 22C.020.030 (2) Community Business and Community Business – Whiskey Ridge Zones is provided below.

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

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

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

Proposed Amendment: Staff has provided 5 alternatives for consideration related to the Community Business zone. Staff is supportive of any of the alternatives below.

Alternative 1: Maintain the existing code (Attachment 2).

The CB zone currently permits multifamily uses above a street-level commercial use. Maintaining the current code would allow for vertical mixed use developments in the CB zone. Under the current code, staff would continue to strictly require commercial uses on the first level of the structure and not allow for the first level to be used for live/work units, clubhouses, residential parking or extended stay hotels as requested previously by prospective applicants on these properties. Maintaining the existing code could result in projects with well-designed, vertical, mixed use buildings as shown below:



Process:

If Alternative 1 is selected, no code change will take place and the existing code (requiring vertical mixed use projects) will be maintained. If any other alternative is selected, staff would prepare a code change for consideration by the City Council.

Alternative 2: Remove multifamily uses as a permitted use in the CB zone (Attachment 3).

Per MMC 22C.020.060 Permitted uses, multifamily uses are permitted outright in the CB zone with the condition that all units be located above a street-level commercial use. Up to two multifamily units are permitted conditionally on the first level of the building in the CB zone if designed to meet ADA guidelines. This amendment proposes to remove multifamily uses as a permitted use. See the proposed redlines in Exhibit 1.

Process:

The City Council discussed this item during the May 2 workshop session. Council asked if Area 1 (See Attachment 7) could be modified to remove multifamily uses and keep the remaining CB zoned areas (2-8) in Attachment 7 as-is. Changing one area of the CB zone would be considered a rezone. See Alternative 5 below for the options and timing related to a rezone of one particular area.

If the Council chooses Alternative 2, this would be considered a zoning text amendment as the code change (to remove multifamily uses in all CB areas) would be applied to the entire zone. Staff recommends that if multifamily uses are removed or reduced that it be applied to the entire zone.

Attachment 7 shows a map of all CB areas and the existing uses in those zones. The majority of the CB areas will be largely unaffected by the text amendment because these areas are fully developed with commercial uses. Areas 1 and 5 will be mostly effected by this change given that these areas are not developed.

The expedited text amendment process would take approximately two weeks to complete. If the City Council wishes to pursue this option, the following timeline would apply.

The expedited text amendment process would take approximately two weeks to complete. If the City Council wishes to pursue this option, the following timeline would apply.

- 5/4 – 5/18 Commerce Notice for text amendment. This option was submitted to Commerce on 5/4 for and expedited review.
- 5/9 Council meeting scheduled to discuss alternatives.
- 5/10 - 5/23 Public Hearing Notice for the text amendment (required ten days prior to a public hearing)
- 5/23 Public Hearing at the City Council meeting to consider the text amendment would be held. If the text changes are approved, the code change would take effect 5 days after publication.

Alternative 3: Reduce the permitted multifamily density in the CB zone (Attachment 4).

Per MMC 22C.020.080 (2), the base density is 12 units per gross acre with no maximum. The Planning Commission may also consider a lower density range such as 8 to 10 or 12 units per gross acre. See the proposed redlines in Exhibit 3.

Process:

If Council selected this alternative for all of the CB zone, the timeline would match the timeline outlined under Alternative 1 above.

Alternative 4: Reduce the max height of mixed use buildings in the CB Zone (Attachment 5).

This alternative would maintain the requirement for a commercial use on the ground floor with multifamily uses above the first level. Currently, MMC 22C.020.080 (2) allows for all buildings in the CB zone to have a base height of 55 feet. However, height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit. This means a building located in the center of a large site could be much taller than 55 feet.

The Planning Commission could consider limiting the height for buildings to 35 feet which would yield at most, two stories of residential uses above a ground floor use.

See the proposed redlines in Exhibit 4.

Process:

If Council selected this alternative for all of the CB zone, the timeline would match the timeline outlined under Alternative 1 above.

Alternative 5: Rezone one area or all areas in the CB zone.

This option has been added for discussion at the request of the City Council. Eliminating multifamily from only one portion of the CB zone would require a new name for the area and thus would be creating a new zone. It was also suggested that one area be rezoned to General Commercial zone. The general commercial zone also requires commercial uses on the first floor and residential uses above the first floor. If rezoning one area is an option, staff recommends this be looked at closer during the Comprehensive Plan process over the next two years. Alternatively, staff can process the rezone within the timeframe noted below (before the Comprehensive Plan update is finalized).

Process:

The rezone would require a Comprehensive Plan Map Amendment, Concurrent Rezone and Text Amendments to the MMC related to the new zone, permitted uses, etc. This would need to be included as part of the 2022 Docket Process and could not be approved until the end of the year with the rest of the docket items.

The steps to process the application would include:

- Notice of Application
- Request for Review (RFR) to Agencies and Commerce (60-day Review)
- Draft Amendments
- Environmental Checklist
- SEPA Determination
- Planning Commission (PC) Workshop(s)
- PC Public Hearing and Recommendation
- Council Action on ALL 2022 Docket items

Planning Commission Review/Summary:

The Planning Commission reviewed the four alternatives provided above by staff and have recommended the approach outlined in Alternative 1, resulting in no code change. This approach maintains the existing code that requires commercial uses on the first level with an unlimited amount of multifamily units above the first level.

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

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

The majority of the Planning Commission was in support of Alternative 1 while one commissioner was not in support of Alternative 1 and requested that a conditional use permit or other flexibility measures be implemented to allow for multifamily-only developments in this zone on a case-by-case basis, or on a temporary or permanent basis. The meeting minutes for the Planning Commission meeting are attached as Attachment 6.

The Planning Commission considered the four alternatives proposed by staff related to the Community Business zone during a workshop meeting held on April 12, 2022 and recommended Alternative 1.

Recommendation:

Staff recommends the City Council consider the recommendation from the Planning Commission and select one of the five alternatives below for consideration.

1. Alternative 1: Maintain the existing code
2. Alternative 2: Remove multifamily uses as a permitted use in the CB zone.
3. Alternative 3: Reduce the permitted multifamily density in the CB zone.
4. Alternative 4: Reduce the max height of mixed use buildings in the CB Zone.
5. Alternative 5: Rezone one area or all areas in the CB zone.

Alternatives 2 – 4 can be considered for final approval at a public hearing on May 23. Alternative 5 will take 6 months to one year to process.

**ALTERNATIVE 1:
MAKE NO CHANGES TO THE CB ZONE**

Applicable sections highlighted in yellow below.

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

(1) Neighborhood Business Zone.

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

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

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

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

(a) The purpose of the community business (CB) and community business – Whiskey Ridge (CB-WR) zones is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses. These purposes are accomplished by:

- (i) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;
- (ii) Allowing for a mix of housing and retail/service uses; provided, that housing is not allowed in the community business – Whiskey Ridge zone; and
- (iii) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses.

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

22C.020.060 Permitted uses. [SHARE](#)

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Residential Land Uses									
Dwelling Units, Types:									
Townhouse					P				
Multiple-family	C4	P4, C5		P4, C5	P				
Mobile home	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
Group Residences:									
Adult family home (70)	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P				P
Residential care facility	P	P			P	P70	P70	P70	P
Master planned senior community (10)					C				C
Enhanced services facility (77)		P		P	P				
Transitional housing facilities (79)	P	P	P	P	P	P			
Permanent supportive housing (79)	P	P	P	P	P	P			
Emergency housing (80)	P, C	P, C	P, C	P, C	P, C	P, C			
Emergency shelters – Indoor (80)	P, C	P, C	P, C	P, C	P, C	P, C			
Accessory Uses:									
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:									
Hotel/motel	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	P11	P
Marina							P	C	P
Dock and boathouse, private, noncommercial							P	P16	P
Recreational vehicle park				C12		C12		C	P
Boat launch, commercial or public							P		P

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Boat launch, noncommercial or private							P	P17	P
Community center	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:									
Theater		P	P	P	P				
Theater, drive-in				C					
Amusement and recreation services		P18	P18	P18	P19	P	C		
Sports club	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	C	P
Church, synagogue and temple	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P			C	P
General Services Land Uses									
Personal Services:									
General personal service	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	P25	P76	P		
Funeral home/crematory		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	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P21			
Veterinary clinic	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
EV rapid charging station (65), (66)	P	P	P	P	P67	P	P		
EV battery exchange station				P		P	P		
Miscellaneous repair		P	P	P		P	P		
Social services		P	P	P	P				P
Kennel, commercial and exhibitor/breeding (71)		P	P	P		P	P		

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Pet daycare (71), (72)		P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	C		P		P
Club (community, country, yacht, etc.)							P		P
Health Services:									
Medical/dental clinic	P	P	P	P	P				P
Hospital		P	P	P	C				C
Miscellaneous health	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	P	C		C
Commercial school	P	P	P		P27				C
School district support facility	C	P	P	P	P	P	P		P
Vocational school		P	P	P	P27				P
Government/Business Service Land Uses									
Government Services:									
Public agency office	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
Utility facility	P	P	P	P	C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P		P
Business Services:									
Contractors' office and storage yard				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)		C78		C78		P76	P		
Freight and cargo service				P		P	P		
Cold storage warehousing						P	P		
General business service and office	P	P	P	P	P30	P	P		
Commercial vehicle storage						P	P		
Professional office	P	P	P	P	P	P			

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
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		
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	P	P		
Adult facility							P33		
Factory-built commercial building (35)	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
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	P47	P76	P		
Forest products sales		P	P	P		P			
Department and variety stores	P	P	P	P	P	P76			
Food stores	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		P	P		
Gasoline service stations	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P46	P46	P		
Drugstores	P	P	P	P	P	P76	P		
Liquor stores		P	P	P					
Used goods: antiques/secondhand shops		P	P	P	P				
Sporting goods and related stores		P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P				
Jewelry stores		P	P	P	P				

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Hobby, toy, game shops	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P				
Fuel dealers				P43		P43	P43		
Florist shops	P	P	P	P	P				
Pet shops	P	P	P	P	P				
Tire stores		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	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	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		

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Miscellaneous light manufacturing				P54, 74		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									
Jail		C	C	C		C			
Regional storm water management facility		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

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Transit park and pool lot	P	P	P	P	P	P	P		P
Transit park and ride lot	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		C
Secure community transition facility							C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62		P62	P62		

(Ord. 3205 § 5, 2022; Ord. 3196 § 3 (Exh. A), 2021; Ord. 3193 § 14, 2021; Ord. 3180 § 2 (Exh. A), 2021; 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.

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) Reserved.

- (7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.
- (8) Home occupations are limited to home office uses in multifamily dwellings. No signage is permitted in townhouse or multifamily dwellings.
- (9) Permitted in a legal nonconforming or conforming residential structure.
- (10) Subject to Chapter [22C.220](#) MMC, Master Planned Senior Communities.
- (11) The following conditions and limitations shall apply, where appropriate:
- (a) Parks are permitted in residential and mixed use zones when reviewed as part of a subdivision or multiple-family development proposal; otherwise, a conditional use permit is required;
 - (b) Lighting for structures and fields shall be directed away from residential areas; and
 - (c) Structures or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
- (12) Recreational vehicle parks are subject to the requirements and conditions of Chapter [22C.240](#) MMC.
- (13) Golf Facility.
- (a) Structures, driving ranges and lighted areas shall maintain a minimum distance of 50 feet from property lines adjoining residential zones.
 - (b) Restaurants are permitted as an accessory use to a golf course.
- (14) Shooting Range.
- (a) Structures and ranges shall maintain a minimum distance of 50 feet from property lines adjoining residential zones;
 - (b) Ranges shall be designed to prevent stray or ricocheting projectiles or pellets from leaving the property; and
 - (c) Site plans shall include safety features of the range; provisions for reducing noise produced on the firing line; and elevations of the range showing target area, backdrops or butts.
- (15) Only in an enclosed building.
- (16) Dock and Boathouse, Private, Noncommercial.
- (a) The height of any covered overwater structure shall not exceed 20 feet as measured from the line of ordinary high water;

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

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

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

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

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

(17) Boat Launch, Noncommercial or Private.

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

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

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

(18) Excluding racetrack operation.

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

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

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

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

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

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

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

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

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

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

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

(71) Subject to the requirements set forth in MMC [10.04.460](#).

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

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

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

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

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

(77) Enhanced services facilities (ESFs) are permitted when the building is located within the area depicted in MMC [22C.280.050](#), Figure 1. In the GC and CB zones, ESFs shall be located in a building in which the ESF is located above a permitted ground floor commercial use. See Chapter [22C.280](#) MMC for enhanced services facility regulations.

(78) Mini-storage facilities may be allowed in the CB and GC zones as a conditional use on property located east of Interstate 5, north of 100th Street, and west of 47th Avenue NE, subject to the following conditions:

- (a) The property does not have direct frontage on an arterial street.
- (b) Vehicular access to the property is limited by physical constraints, such as railroad tracks, proximity to congested public street intersections where turning movements are restricted, or other physical barriers that limit convenient vehicular access for higher-traffic-generating uses such as retail or office.
- (c) Buildings shall be located a minimum of 150 feet from the nearest arterial street or interstate highway right-of-way.

(79) An operations plan, to mitigate potential impacts on the surrounding community, must be provided by the sponsor and/or property owner at the time of application. The operations plan must address the following elements to the satisfaction of the city:

- (a) Name and contact information for key staff;
- (b) Roles and responsibilities of key staff;
- (c) Site/facility management, including a security and emergency plan;
- (d) Site/facility maintenance;
- (e) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;
- (f) Provision of human and social services, including staffing plan and outcome measures;
- (g) Outreach with surrounding property owners and residents and ongoing good neighbor policy;
- (h) Procedures for maintaining accurate and complete records; and
- (i) Additional information as requested by the community development director to ensure current best practices for permanent supportive housing and transitional housing facilities are used.

(80) All facilities are subject to the regulations set forth in Chapter [22C.290](#) MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit. (Ord. 3205 § 6, 2022; Ord. 3196 § 3 (Exh. A), 2021; Ord. 3193 § 15, 2021; Ord. 3180 § 2 (Exh. A), 2021; Ord. 3164 § 7, 2020; Ord. 3159 § 4, 2020; Ord. 3137 § 3 (Exh. B), 2019; Ord. 3086 § 2, 2018; Ord. 3054 § 13, 2017; Ord. 3022 § 10, 2016; Ord. 2985 § 6, 2015; Ord. 2981 § 2, 2015; Ord. 2979 § 4, 2014; Ord. 2959 § 8, 2014; Ord. 2932 § 4, 2013; Ord. 2898 § 10, 2012; Ord. 2852 § 10 (Exh. A), 2011).

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

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

(2) General Densities and Dimension Standards.

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

(Ord. 3193 § 16, 2021; Ord. 3159 § 5, 2020; Ord. 3107 § 3, 2018; Ord. 2852 § 10 (Exh. A), 2011)

**ALTERNATIVE 2:
REMOVE MULTIFAMILY USES AS A PERMITTED USE IN CB ZONE**

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

(1) Neighborhood Business Zone.

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

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

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

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

(a) The purpose of the community business (CB) and community business – Whiskey Ridge (CB-WR) zones is to provide convenience and comparison retail and personal services for local service areas which exceed the daily convenience needs of adjacent neighborhoods but which cannot be served conveniently by larger activity centers, and to provide retail and personal services in locations within activity centers that are not appropriate for extensive outdoor storage or auto-related and industrial uses. These purposes are accomplished by:

- (i) Providing for limited small-scale offices as well as a wider range of the retail, professional, governmental and personal services than are found in neighborhood business areas;
- (ii) Allowing for a mix of ~~housing and~~ retail/ and service uses; ~~provided, that housing is not allowed in the community business—Whiskey Ridge zone;~~ and
- (iii) Excluding commercial uses with extensive outdoor storage or fabrication and industrial uses.

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

22C.020.060 Permitted uses.

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Residential Land Uses									
Dwelling Units, Types:									
Townhouse					P				
Multiple-family	C4	P4, C5		P4, C5	P				
Mobile home	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
Group Residences:									
Adult family home (70)	P	P	P	P	P				P
Convalescent, nursing, retirement	C	P			P				P
Residential care facility	P	P			P	P70	P70	P70	P
Master planned senior community (10)					C				C
Enhanced services facility (77)		P		P	P				
Transitional housing facilities (79)	P	P	P	P	P	P			
Permanent supportive housing (79)	P	P	P	P	P	P			
Emergency housing (80)	P, C	P, C	P, C	P, C	P, C	P, C			
Emergency shelters – Indoor (80)	P, C	P, C	P, C	P, C	P, C	P, C			
Accessory Uses:									
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9		
Temporary Lodging:									
Hotel/motel	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	P11	P
Marina							P	C	P
Dock and boathouse, private, noncommercial							P	P16	P
Recreational vehicle park				C12		C12		C	P

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Boat launch, commercial or public							P		P
Boat launch, noncommercial or private							P	P17	P
Community center	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:									
Theater		P	P	P	P				
Theater, drive-in				C					
Amusement and recreation services		P18	P18	P18	P19	P	C		
Sports club	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	C	P
Church, synagogue and temple	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P			C	P
General Services Land Uses									
Personal Services:									
General personal service	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	P25	P76	P		
Funeral home/crematory		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	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P21			
Veterinary clinic	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
EV rapid charging station (65), (66)	P	P	P	P	P67	P	P		
EV battery exchange station				P		P	P		
Miscellaneous repair		P	P	P		P	P		
Social services		P	P	P	P				P

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Kennel, commercial and exhibitor/breeding (71)		P	P	P		P	P		
Pet daycare (71), (72)		P	P	P	P	P76	P		
Civic, social and fraternal association		P	P	P	C		P		P
Club (community, country, yacht, etc.)							P		P
Health Services:									
Medical/dental clinic	P	P	P	P	P				P
Hospital		P	P	P	C				C
Miscellaneous health	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	P	C		C
Commercial school	P	P	P		P27				C
School district support facility	C	P	P	P	P	P	P		P
Vocational school		P	P	P	P27				P
Government/Business Service Land Uses									
Government Services:									
Public agency office	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
Utility facility	P	P	P	P	C	P	P		P
Private storm water management facility	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P		P
Business Services:									
Contractors' office and storage yard				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)		C78		C78		P76	P		
Freight and cargo service				P		P	P		
Cold storage warehousing						P	P		
General business service and office	P	P	P	P	P30	P	P		
Commercial vehicle storage						P	P		

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Professional office	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		
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	P	P		
Adult facility							P33		
Factory-built commercial building (35)	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
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	P47	P76	P		
Forest products sales		P	P	P		P			
Department and variety stores	P	P	P	P	P	P76			
Food stores	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		P	P		
Gasoline service stations	P	P	P	P		P76	P		
Eating and drinking places	P41	P	P	P	P46	P46	P		
Drugstores	P	P	P	P	P	P76	P		
Liquor stores		P	P	P					
Used goods: antiques/secondhand shops		P	P	P	P				
Sporting goods and related stores		P	P	P	P				
Book, stationery, video and art supply stores	P	P	P	P	P				

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Jewelry stores		P	P	P	P				
Hobby, toy, game shops	P	P	P	P	P				
Photographic and electronic shops	P	P	P	P	P				
Fabric and craft shops	P	P	P	P	P				
Fuel dealers				P43		P43	P43		
Florist shops	P	P	P	P	P				
Pet shops	P	P	P	P	P				
Tire stores		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	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	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			

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Railroad equipment						C	P		
Miscellaneous light manufacturing				P54, 74		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									
Jail		C	C	C		C			
Regional storm water management facility		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

Specific Land Use	NB	CB	CB-WR	GC	MU (63)	LI	GI	REC	P/I
Transit bus base				C		P			C
Transit park and pool lot	P	P	P	P	P	P	P		P
Transit park and ride lot	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		C
Secure community transition facility							C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62		P62	P62		

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) Reserved.

(7) Mobile homes are only allowed in existing mobile home parks established prior to October 16, 2006.

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

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

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

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

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

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

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

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

(13) Golf Facility.

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

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

(14) Shooting Range.

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

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

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

(15) Only in an enclosed building.

(16) Dock and Boathouse, Private, Noncommercial.

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

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

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

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

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

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

(17) Boat Launch, Noncommercial or Private.

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

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

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

(18) Excluding racetrack operation.

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

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

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

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

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

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

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

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

(27) All instruction must be within an enclosed structure.

(28) Car washes shall be permitted as an accessory use to a gasoline service station.

(29) Public Safety Facilities, Including Police and Fire.

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

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

(30) Outdoor storage of materials or vehicles must be accessory to the primary building area and located to the rear of buildings. Outdoor storage is subject to an approved landscape plan that provides for effective screening of storage, so that it is not visible from public right-of-way or neighboring properties.

(31) Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.

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

(33) Subject to the conditions and requirements listed in Chapter [22C.030](#) MMC.

(34) Reserved.

(35) A factory-built commercial building may be used for commercial purposes subject to the following requirements:

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

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

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

(37) Except heavy equipment.

(38) With outdoor storage and heavy equipment.

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

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

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

- (42) Excluding vehicle and livestock auctions.
- (43) If the total storage capacity exceeds 6,000 gallons, a conditional use permit is required.
- (44) The retail sale of products manufactured on site shall be permitted; provided, that not more than 20 percent of the constructed floor area in any such development may be devoted to such retail use.
- (45) Limited to 5,000 square feet or less.
- (46) Eating and Drinking Places.
 - (a) Limited to 4,000 square feet or less.
 - (b) Drive-through service windows in excess of one lane are prohibited in Planning Area 1.
 - (c) Taverns, bars, lounges, etc., are required to obtain a conditional use permit in the mixed use zone.
- (47) Limited to hardware and garden supply stores.
- (48) Limited to convenience retail, such as video, and personal and household items.
- (49) Reserved.
- (50) Except slaughterhouses.
- (51) Limited to photocopying and printing services offered to the general public.
- (52) Limited to less than 10 employees.
- (53) In conjunction with an eating and drinking establishment.
- (54) Provided there is no outdoor storage and/or display of any materials, products or vehicles.
- (55) May be further subject to the provisions of city of Marysville shoreline management program.
- (56) Except weapons armories and outdoor shooting ranges.
- (57) Except outdoor shooting ranges.
- (58) Only in conjunction with an existing or proposed school.
- (59) Except racing of motorized vehicles.
- (60) Limited to land located along east side of 47th Avenue NE alignment, in the east half of the northeast quarter of Section 33, Township 30N, Range 5E, W.M., and in the northeast quarter of the southeast quarter of Section 33, Township 30N, Range 5E, W.M., and land located east side of SR 529, north of Steamboat Slough, south and west of Ebey Slough (a.k.a. TP No. 300533-002-004-00)

and in the northwest and southwest quarters of Section 33, Township 30N, Range 5E, W.M., as identified in Exhibit A, attached to Ordinance No. 2452.

(61) Opiate substitution treatment program facilities permitted within commercial zones are subject to Chapter [22G.070](#) MMC, Siting Process for Essential Public Facilities.

(62) Opiate substitution treatment program facilities, as defined in MMC [22A.020.160](#), are subject to the standards set forth below:

(a) Shall not be established within 300 feet of an existing school, public playground, public park, residential housing area, child care facility, or actual place of regular worship established prior to the proposed treatment facility.

(b) Hours of operation shall be restricted to no earlier than 6:00 a.m. and no later than 7:00 p.m. daily.

(c) The owners and operators of the facility shall be required to take positive ongoing measures to preclude loitering in the vicinity of the facility.

(63) Permitted uses include Whiskey Ridge zones.

(64) Level 1 and Level 2 charging only.

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

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

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

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

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

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

(71) Subject to the requirements set forth in MMC [10.04.460](#).

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

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

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

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

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

(77) Enhanced services facilities (ESFs) are permitted when the building is located within the area depicted in MMC [22C.280.050](#), Figure 1. In the GC and CB zones, ESFs shall be located in a building in which the ESF is located above a permitted ground floor commercial use. See Chapter [22C.280](#) MMC for enhanced services facility regulations.

(78) Mini-storage facilities may be allowed in the CB and GC zones as a conditional use on property located east of Interstate 5, north of 100th Street, and west of 47th Avenue NE, subject to the following conditions:

- (a) The property does not have direct frontage on an arterial street.
- (b) Vehicular access to the property is limited by physical constraints, such as railroad tracks, proximity to congested public street intersections where turning movements are restricted, or other physical barriers that limit convenient vehicular access for higher-traffic-generating uses such as retail or office.
- (c) Buildings shall be located a minimum of 150 feet from the nearest arterial street or interstate highway right-of-way.

(79) An operations plan, to mitigate potential impacts on the surrounding community, must be provided by the sponsor and/or property owner at the time of application. The operations plan must address the following elements to the satisfaction of the city:

- (a) Name and contact information for key staff;
- (b) Roles and responsibilities of key staff;
- (c) Site/facility management, including a security and emergency plan;
- (d) Site/facility maintenance;
- (e) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;

- (f) Provision of human and social services, including staffing plan and outcome measures;
- (g) Outreach with surrounding property owners and residents and ongoing good neighbor policy;
- (h) Procedures for maintaining accurate and complete records; and
- (i) Additional information as requested by the community development director to ensure current best practices for permanent supportive housing and transitional housing facilities are used.

(80) All facilities are subject to the regulations set forth in Chapter [22C.290](#) MMC, Emergency Housing and Shelters. Facilities with 30 or more residents require a conditional use permit.

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

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

(2) General Densities and Dimension Standards.

Standards	NB	CB	GC	MU (12)	LI	GI	BP	REC	P/I	WR-MU (15)	WR-CB (15)
Base density: Dwelling unit/acre	None (18)	0 12	12	28 (1)	0	0	0	0	0	12	0
Maximum density: Dwelling unit/acre	None (18)	0 None (13)	None (13)	28	0	0	0	0	0	18 (13)	0
Minimum street setback (3)	20 feet	None (7)	None (7)	None (7, 8)	None (7)	None (7)	None (7)	20 feet	None (7, 8)	None (7, 8, 14)	None (7, 14)
Minimum interior setback	10 feet (side) 20 feet (rear)	None (4)	None (4)	None (9)	None (4) 50 feet (5)	None (4) 50 feet (5)	None (4)	None (4)	None (4)	5 feet (9, 16, 17)	None (4)

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

ALTERNATIVE 3:**REDUCE THE PERMITTED MULTIFAMILY DENSITY IN THE CB ZONE****22C.020.080 Densities and dimensions.**

(1) Interpretation of Tables.

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

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

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

(2) General Densities and Dimension Standards.

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

Attachment 5

**ALTERNATIVE 4:
REDUCE THE MAX HEIGHT OF MIXED USE BUILDINGS IN THE CB ZONE**

22C.020.080 Densities and dimensions.

(1) Interpretation of Tables.

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

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

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

(2) General Densities and Dimension Standards.

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

Standards	NB	CB	GC	MU (12)	LI	GI	BP	REC	P/I	WR-MU (15)	WR-CB (15)
surface: Percentage											

22C.020.090 Densities and dimensions – Development conditions.

- (1) These densities are allowed only through the application of mixed use development standards.
- (2) Reserved.
- (3) Gas station pump islands shall be placed no closer than 25 feet to street front lines. Pump island canopies shall be placed no closer than 15 feet to street front lines.
- (4) A 25-foot setback is required on property lines adjoining residentially designated property.
- (5) A 50-foot setback only required on property lines adjoining residentially designated property for industrial uses established by conditional use permits, otherwise no specific interior setback requirement.
- (6) (a) Height limits may be increased when portions of the structure or building which exceed the base height limit provide one additional foot of street and interior setback beyond the required setback for each foot above the base height limit.
- (b) The base height for buildings in the CB zone containing residential uses is limited to 35 feet. The height limit increase provisions outlined in 6(a) shall not apply.
- (7) Subject to sight distance review at driveways and street intersections.
- (8) A 20-foot setback is required for multiple-family structures.
- (9) A 15-foot setback is required for (a) commercial or multiple-family structures on property lines adjoining single-family residentially designated property, and (b) a rear yard of a multi-story residential structure, otherwise no specific interior setback requirement. Interior setbacks may be reduced where features such as critical area(s) and buffer(s), public/private right-of-way or access easements, or other conditions provide a comparable setback or separation from adjoining uses.
- (10) Reserved.
- (11) The 85 percent impervious surface percentage applies to commercial developments, and the 75 percent rate applies to multiple-family developments.
- (12) Reduced building setbacks and height requirements may be approved on a case-by-case basis to provide flexibility for innovative development plans; provided, that variance requests which are greater than 10 percent of the required setback shall be considered by the hearing examiner.

(13) Subject to the application of the residential density incentive requirements of Chapter [22C.090](#) MMC.

(14) Required landscaping setbacks for developments on the north side of Soper Hill Road are 25 feet from the edge of sidewalk.

(15) Projects with split zoning (two or more distinct land use zones) may propose a site plan to density average or adjust the zone boundaries using topography, access, critical areas, or other site characteristics in order to provide a more effective transition.

(16) Townhome setbacks are reduced to zero on an interior side yard setback where the units have a common wall for zero lot line developments.

(17) Townhome setbacks are reduced to five feet on side yard setbacks, provided the buildings meet a 10-foot separation between structures.

(18) There is no minimum or maximum density for this zone. Residential units are permitted if located above a ground-level commercial use.

Planning Commission



1049 State Avenue
Marysville, WA 98270

Meeting Minutes
April 12, 2022

CALL TO ORDER / ROLL CALL

Chair Leifer called the April 12, 2022 Planning Commission meeting to order via Zoom at 6:02 p.m.

Present:

Commissioner: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Jerry Andes, Commissioner Roger Hoen, Commissioner Sunshine Kapus, Commissioner Kristen Michal

Absent: Commissioner Tom Thetford

Staff: Community Development Director Haylie Miller, Project Specialist Janis Lamoureux

APPROVAL OF MINUTES

March 22 Planning Commission Minutes

Commissioner Andes noted that his title is no longer Vice Chair. Commissioner Whitaker is now the Vice Chair.

Motion made by Vice Chair Whitaker, seconded by Commissioner Kapus, to approve the minutes as corrected.

AYES: ALL

AUDIENCE PARTICIPATION

Chair Leifer solicited audience participation on items not on the agenda. There was none.

NEW BUSINESS

Code Amendment – Multi-family Residential in the Community Business Zone

Director Miller reviewed a potential code amendment related to the Community Business (CB) Zone. All of the areas zoned CB throughout the City are evenly distributed in little pockets. The original intent of the zone was to primarily be business in nature and provide for commercial uses in these certain areas that are an accessory to the residential neighborhoods next to them. Residential development is very popular right now, and staff has received several requests for high density multifamily development for this area. Some applicants have said they only want residential development and are not interested in having commercial at all.

Staff has provided four alternatives for the Planning Commission to consider for this area:

1. Leave the chapter how it is: Require 100% commercial on the ground level with no limit to residential units on top.
2. Remove all multifamily uses as a permitted use in the CB Zone. This would make it primarily commercial. This has been done in the Whiskey Ridge area.
3. Reduce the multifamily density in the CB zone.
4. Reduce the maximum height in the buildings.

Commissioner Kapus was not in favor of removing the multifamily use but was in favor of a Commercial Use Permit that she has seen in other jurisdictions. She thought that requiring a commercial component was a very old approach. She pointed out how dilapidated a lot of commercial buildings are right now. She wondered about the vacancy rate of the existing commercial in Marysville. Director Miller indicated she could look into that. She acknowledged that there is a high vacancy rate right now, but emphasized they are trying to discern what the long-term vision for the area is. She noted that staff has been told by applicants that requiring 100% on the ground floor would kill their projects.

Vice Chair Whitaker recalled a discussion they had previously about mixed-use capability throughout the City. He noted that commercial can kill projects right now. However, if it is all opened up to high-density residential and remove the commercial, it could potentially impact the long-term operations in Marysville. He thought they had discussed that perhaps the mixed use would not have to be a traditional vertical structure with commercial on the ground and residential on the top. Director Miller clarified that the previous multifamily conversations he was referring to were around the Lakewood area which is a horizontal mixed-use area. The CB zone automatically requires a vertical mixed use.

Commissioner Kapus asked how many units they have missed out on by requiring the commercial. Director Miller thought it was probably a couple hundred units recently. She has told developers that there are other areas that are zoned for multifamily or that could be redeveloped.

Commissioner Hoen referred to a prior comment that the decisions they make about development are 50-year decisions. It seems to him that Highway 9 would actually become more commercial than just a thoroughfare, especially with the expansion of the population. He wondered about a long-term vision for the Highway 9 corridor. Director Miller explained that there are plans for it to be a commercial thoroughfare. The City is starting meetings with the City of Arlington about UGA boundaries. There are pockets of CB zone where Highway 9 intersects with busy roads that are intended to be commercial.

Commissioner Andes thought there should still be some commercial required on the bottom. He believes that sometime in the future we will be needing more commercial. He suggested that the percentage could be something less, like maybe 50 to 80%. Director Miller thought the Council would want 100% commercial on the bottom. However, she suggested that they could consider requiring only 80% commercial on the bottom and maybe the other 20% could be parking for the commercial use. Commissioner Andes thought that maybe there was a happy medium of commercial somewhere in there. Director Miller thought that was a good gesture but noted that her understanding was that any amount of commercial was problematic for developers.

Commercial Michal referred to Whiskey Ridge and noted that saving some areas for commercial or requiring commercial at least provides some services a little closer to the residents. She also noted that by not allowing 100% multifamily in these areas it could encourage development and redevelopment in other areas.

Director Miller clarified that in the long-range Comprehensive Plan they did not assign any theoretical population numbers to the CB zone. Changing anything in this zone will not impact the City's growth targets; the original vision for it was commercial with multifamily uses as a supplement.

Chair Leifer spoke in support of leaving the zone as is. There are still people that want to go into a physical store to do business. He doesn't see anything that is mutually exclusive about having retail on the first floor with many stories of residential above it. He thinks there should be some business required or they need to quit calling it Community Business Zone. He doesn't have a problem with only having only some portion of the ground floor as commercial with parking in the back. He was comfortable with a range of 50-80% commercial required on the ground floor. He referred to the example in the packet and thought that was a positive thing to aim for.

Commissioner Kapus noted that the City of Arlington is allowing the first floor to be built for commercial standards but used as residential rental units until there is a market for commercial. She commented on the challenges that requiring commercial puts on financing. She spoke in support of allowing flexibility in the projects in order to get something there and get housing built for the community. Director Miller wondered what will happen to those units in Arlington once the timer runs out. She thought this might put the City in a bind and did not think the Council would be supportive of going backwards. She explained there was a concern voiced at the Economic Development

Committee meeting that this area, even as written in code, was turning into something that City had not envisioned for this area.

Chair Leifer agreed with Commissioner Kapus not blocking projects because the bar is too high. He wondered if there is a mechanism that could be applied to incentivize more commercial on the first floor. He also commented on the massive transportation changes coming with mass transit and the interchange. Along with that there is a desire to intensify development around the nodes in high traffic areas. It did not make sense to him to eliminate commercial completely. He is in support of leaving the zone as is but possibly changing the ratio of commercial.

Commissioner Andes also spoke in support of option 1.

Vice Chair Whitaker also agreed with option 1.

Commissioner Kapus spoke in support of a Conditional Use Permit or some option to review what the commercial component looks like. She has lived in Maryville a long time and doesn't think COVID is the reason these buildings are vacant.

Commissioner Michal spoke in support of leaving the code as it is, option 1. She asked why these sites are more attractive than what is currently existing in multifamily zone sites. Director Miller replied that the sites are flat and some have better visibility, but generally developers just want to build multifamily even on sites that are more difficult. Regarding parking, she added that there is discretion built into the code already for unique situations.

Commissioner Hoen spoke in support of option 1.

The majority of the Commission was in support of option 1, leaving the code as it is. Director Miller indicated she would check with staff to see if this needs to go to Council if it a change isn't recommended. She thanked the Commission for their consideration and input.

PRESENTATION

Development Project Update

This item was continued to the next meeting.

COMMISSION DISCUSSION ABOUT IN-PERSON MEETINGS

Commissioners spoke in support of a hybrid option and shifting the meeting time to 6:30 p.m. starting with the first meeting in May.

ADJOURNMENT

Motion to adjourn at the meeting at 7:16 p.m., moved by Commissioner Kapus, seconded by Vice Chair Whitaker.

AYES: ALL

Laurie Hugdahl, Recording Secretary

Next Meeting:

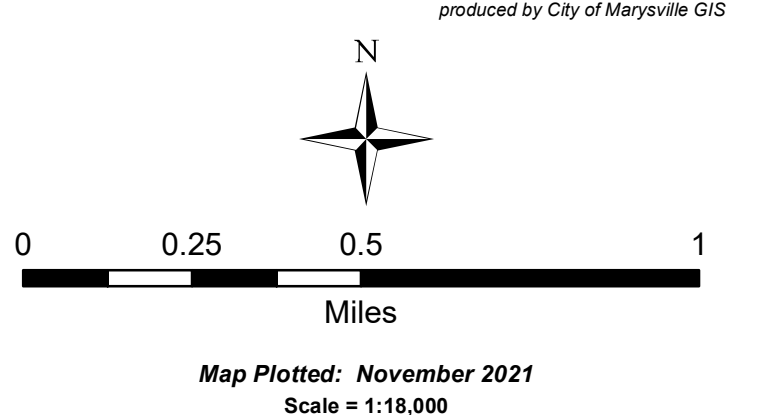
- April 26 – via Zoom at 6:00 p.m.
- May 10 – in-person/hybrid at 6:30 p.m.

City of Marysville Comprehensive Plan

Legend

- Urban Growth Boundary
- City Limits
- Master Plan Area
- PSRC Manufacturing/Industrial Center
- General Commercial
- Community Business
- Community Business - Whiskey Ridge
- Downtown Core
- Flex
- Flex Residential
- Neighborhood Business
- Main Street
- Middle Housing 1
- Middle Housing 2
- Midrise Multi-Family
- Mixed Use
- 88 - Mixed Use
- General Industrial
- Light Industrial
- R28 Multi-Family High
- R18 Multi-Family Medium
- R12 Multi-Family Low
- R8 Single Family High Small Lot
- R6.5 Single Family High
- R4.5 Single Family Medium
- WR-R-4-8 Whiskey Ridge, Single Family High
- WR-R-6-18 Whiskey Ridge, Multi-Family Medium
- Public-Institutional
- Recreation
- Open

produced by City of Marysville GIS



Map Plotted: November 2021
Scale = 1:18,000

MARYSVILLE
WASHINGTON

EST. 1891

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF ACCURACY OR COMPLETENESS OF THE DATA FOR ANY PARTICULAR PURPOSE, EITHER CURRENT OR FUTURE, AND ACCEPTS NO LIABILITY FOR ANY WARRANTY OF ACCURACY OR COMPLETENESS OF DATA. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR THE TRUTH AND ACCURACY OF THE DATA AND AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY USE OF THIS DATA.

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

SMOKEY POINT MASTER PLAN

CASCADE INDUSTRIAL CENTER

116TH STREET MASTER PLAN

88TH STREET MASTER PLAN

DOWNTOWN MASTER PLAN

WHISKEY RIDGE MASTER PLAN

1. Predominately Vacant "Greenland"

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

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

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

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

6. Safeway Plaza, MHP, Retail & Office

7. Bartell Drugs, Altitude, Retail & Office

5. Vacant "Greenland" & Critical Areas

8. Walmart