

July 11, 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://us06web.zoom.us/j/86246307568>
Or
Dial toll-free US: 888 475 4499
Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. City Council Vacancy Position #1 Candidate Statements

Audience Participation

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

- 1. Approval of the June 6, 2022 Council Work Session Minutes
- 2. Approval of the June 13, 2022 Council Meeting Minutes

Consent

- 3. Approval of the June 22, 2022 Claims in the Amount of \$1,764,633.91 Paid by EFT Transactions and Check Numbers 156175 through 156333 with Check Numbers 141195, 156136, and 156152 Voided
- 4. Approval of the June 24, 2022 Payroll in the Amount of \$1,808,091.87 Paid by EFT Transactions and Check Numbers 34015 through 34041

July 11, 2022

Marysville City Council Meeting
7:00 p.m.

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5. Approval of the June 29, 2022 Claims in the Amount of \$919,180.38 Paid by EFT Transactions and Check Numbers 156334 through 156490 with Check Numbers 147672, 150983, 154549, and 156292 Voided

10. Consider Approving the Contract Extension with Rae Boyd for Custody Medical Services

11. Consider Approving the Subdivision Settlement Participation Form associated with the State Opioid Settlement with Opioid Distributors

22. Consider Approving the Special Event Permit Application; Reset Church's "Community Event Under the Tent"

Review Bids

6. Consider Approving the Contract Award for the 2022 Sidewalk Infill Program with WSB Excavation and Utilities LLC in the Amount of \$274,348.00 with a Management Reserve of \$27,434.80 for a Total Allocation of \$301,782.80

7. Consider Approving the Contract Award for the 2022 Pavement Preservation Program with Reece Construction Company in the Amount of \$1,888,666.00 with a Management Reserve of \$190,334.00 for a Total Allocation of \$2,079,000.00

8. Consider Approving the Contract Award for the LID Improvements for 2nd Street Project with SRV Construction, Inc. in the Amount of \$3,638,771.93 with a Management Reserve of \$181,938.60 for a Total Allocation of \$3,820,710.53

9. Consider Approving the Contract Award for the Marysville Community Center Remodel with EmTech, Inc. in the Amount of \$235,210.00 with a Management Reserve of \$23,521.00 for a Total Allocation of \$258,731.00

Public Hearings

19. Ordinance 3216, Adopted May 23, 2022, Which Established Interim Development Regulations Related to the Maximum Residential Density Allowed in the Community Business Zone by Amending Marysville Municipal Code Section 22C.020.080 *

New Business

12. Consider Approving an **Ordinance** Amending Title 14 Water & Sewer of the Marysville Municipal Code to Establish a Source Control Program

13. Consider Approving an **Ordinance** Amending Sections 14.070.010 and 14.070.060 of the Marysville Municipal Code Regarding Residential Fire Sprinkler Systems

Marysville City Council Meeting**July 11, 2022****7:00 p.m.****City Hall**

15. Consider Approving a **Resolution** Designating the Everett Herald as the City's Official Newspaper

16. Consider Approving an **Ordinance** Relating to the City's Official Newspaper Repealing Chapter 1.04 MMC and Ordinance No. 3148

18. Consider Approving an **Ordinance** to Amend Marysville Municipal Code Chapter 3.104 Industrial/Manufacturing Property Tax Exemption to Comply with State Changes

Legal**Mayor's Business**

20. Appointment of Finance Director – Crystil Wooldridge *

21. Appointment of City Clerk – John Nield *

Staff Business**Call on Councilmembers and Committee Reports****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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

Index #1

City Council



1049 State Avenue
Marysville, WA 98270

**Work Session
June 6, 2022**

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Norton, Councilmember Vaughan, Councilmember James, Councilmember King, Councilmember Stevens, Councilmember Muller

Staff: Systems Analyst Mike Davis, Parks & Recreation Director Tara Mizell, Finance Director Sandy Langdon, City Attorney Jon Walker, Public Works Director Jeff Laycock, Community Development Director Haylie Miller, Chief Administrative Officer (CAO) Gloria Hirashima, Network Systems Administrator Chris Brown, Police Chief Erik Scairpon, Storm Sewer Supervisor Matthew Eyer, PW Services Manager Skip Knutsen

Absent: Councilmember Richards

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

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

Presentations

A. Legislative Session Presentation

*June 6, 2022 City Council Work Session Minutes
Page 1 of 8*

AJ Dotzauer, Strategies 360, gave an overview of the 2022 legislative session supplemental budgets. AWC priorities going into legislative session were to pass the transportation package, ensure basic infrastructure funding, and protect Transportation Benefit District (TBD) funding authority. She reviewed pros and cons of the outcomes with these items.

AWC identified several significant issues to work on during the 2022 session with the following outcomes:

- Adopted necessary modifications to the emergency provisions of the Open Public Meetings Act
- Adopted important clarifications related to police reform
- Funded a total of 19.5 classes in 2022 and 23.5 classes in 2023 to address wait times at the Basic Law Enforcement Academy
- Provided cities with \$21.5 million to address costs associated with the Blake decision; \$4.9 million to develop and expand therapeutic courts and \$2 million to create alternative response teams.
- Created historic \$430 million capital investment in rapid acquisition of housing for shelter, crisis stabilization and housing construction under the Housing Trust Fund.
- Appropriated \$52 million to transition encamped individuals living on state-owned rights-of-way to permanent housing and remove debris.

The Transportation Package - Move Ahead WA was passed for a total of \$17 billion funding for new roads and bridges, increased investments to special needs transit, rural mobility grants, commute trip reduction, transit fare reduction, increased bike and pedestrian accessibility, and preservation and maintenance work. Some of the highlighted wins for Marysville included I-5/NB Marine View Drive to SR 529 appropriation; 156th Street NE Overcrossing; and the Grove Street Overcrossing. In addition, legislator relationships were strengthened.

Process observations and recommendations: They continued the established process between S360 and Marysville with regular/as needed communication with the Mayor and CAO Hirashima. Leadership trips to Olympia have been important to advocacy and made a positive impression in past years. During the 2022 session, advocacy occurred almost entirely virtually.

Councilmember James asked if any of the therapeutic courts funding would trickle down to Marysville courts. Ms. Dotzauer confirmed that it was intended to give cities some relief.

Council President Norton asked for more information about the TBD topic. MS. Dotzauer replied that the TBD has been reauthorized for a 10-year extension of local sales and use tax. It provides councilmatic authority to increase the tax by 0.1%.

Mayor Nehring thanked Ms. Dotzauer for the great work.

B. Snohomish County Tomorrow Dues Increase Discussion

Director Miller reviewed this item on Councilmember Richard's behalf. There is a deficit identified for 2023 and a 19.5% increase proposed for the 2023 budget. Snohomish County Tomorrow (SCT) is asking each of the cities to contribute an additional amount for the budget; this would be about a \$4400 increase for Marysville for the next year.

Council President Norton asked about the value of SCT to the City in terms of saved staff time, the quality of the reports, etc. Director Miller thought that the GMA and Buildable Lands reports were extremely valuable and time saving.

Councilmember James thought that the report was something the City could access without being a member. CAO Hirashima stated that the Buildable Lands Report is a product of SCT (Snohomish County Tomorrow) process. Snohomish County staff does the bulk of the work on it in coordination with city staff. It is a process that all the cities agreed to years ago. There was discussion about the process by which this report is created. Councilmember James questioned the need for the City to be part of the committee. CAO Hirashima said she thought it was important to be part of the collaborative process and have the opportunity to discuss views on growth management with the County. She reviewed the importance that being part of this group played with the MIC (Manufacturing Industrial Center) process. She believes that City would have been at a disadvantage if they were not part of the SCT process. In addition the Infrastructure Coordinating Committee (ICC), which is the Public Works subcommittee, has been very valuable to the City in terms of many grants that have come to the City for transportation projects. Director Laycock reviewed \$3 million funding which was possible because of their involvement with SCT.

Councilmember Muller commented that the reports provided by SCT are mandated. If the City had to do them on our own, the number of staff hours it would take would likely add up quickly to the \$17,000 they are paying SCT. In addition, the City is receiving all the leveraged benefits.

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

1. Approval of the May 2, 2022 Council Work Session Minutes
2. Approval of the May 9, 2022 Council Meeting Minutes
3. Approval of the May 23, 2022 Council Meeting Minutes
4. Approval of the May 23, 2022 Board to Board City Council and Marysville School District Round Table Minutes

Consent

5. Approval of the May 18, 2022 Claims in the Amount of \$2,697,545.96 Paid by EFT Transactions and Check Numbers 155488 through 155638 with Check Numbers 143393, 143550, 146641, 147548, 147845, 148157, 148184, 148414, 148797, 150067, 153445 and 155146 Voided
6. Approval of the May 25, 2022 Claims in the Amount of \$5,528,778.43 Paid by EFT Transactions and Check Numbers 155639 through 155847 with Check Numbers 143089, 143397, 143651, 145006, 148958 and 152430 Voided
7. Approval of the May 25, 2022 Payroll in the Amount of \$1,542,595.45 Paid by EFT Transactions and Check Numbers 33952 through 33978

Review Bids

Public Hearings

New Business

8. Consider the Interlocal Agreement between City of Kenmore and City of Marysville for Outdoor Video Services in the Amount of \$750.00

Director Mizell explained this is for contracted services with the City of Kenmore.

9. Consider the Supplemental Agreement No. 7 with HDR, Inc. for the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project

Director Laycock reviewed this item. This is a no-cost time extension through the end of October.

10. Consider the Professional Services Agreement with Robert W. Droll, Landscape Architect, PS for Strawberry Fields Turf in the Amount of \$109,185.20

Director Laycock reported that Robert Droll was the selected consultant for the Strawberry Fields Turf project.

11. Consider the Ecology Grant Agreement WQC-2020-MaryPW-00075 City of Marysville Source Control Program

Director Laycock explained this is a grant to help establish a new source control program which is a requirement for the new NPDES permit. The grant will basically fund a new position which will begin next year.

Council President Norton asked what the intent is after the grant ends in 2025. Director Laycock replied that it would be a continuing program.

12. Consider the Community Service Officers Position Proposal in the Amount of \$480,433.00

Chief Scairpon explained these would be civilian officers who could handle low level but high impact duties which would help to fill the gaps in staffing to reduce the load on patrol. These would be the types of calls that the current CSO currently takes. They are asking for authorization to hire up to three positions.

Mayor Nehring thanked Chief Scairpon, CAO Hirashima and everyone for thinking outside the box.

Councilmember King asked what they would use for vehicles. Chief Scairpon explained that this includes a request for vehicles.

Councilmember Muller asked about the hours when they would be on duty. Chief Scairpon replied that the significant call hours would be 7 am to 7 p.m. Monday through Friday.

Councilmember James asked about recruitment. Chief Scairpon said they would be actively advertising for this. The target audience would be people interested in becoming a police officer.

13. Consider the Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the State Ave Pavement Preservation NHS

Director Laycock explained this is one of the two NHS grants.

14. Consider the Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 116th Street Pavement Preservation NHS

Director Laycock reviewed this item. Councilmember James asked if this could be used for sidewalk improvements. Director Laycock replied this is for pavement preservation, but they can look into that at another time.

15. Consider an Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160

Director Langdon reviewed amendments to the 2021-2022 Biennial Budget.

16. Consider an Ordinance Amending Marysville Municipal Code Title 14 Water & Sewer and Unified Development Code Title 22

Director Laycock introduced code edits related to the latest manual updates. Matthew Eyer, Storm Sewer Supervisor, reviewed the 2019 Stormwater Management Manual code updates. Substantive changes are related to: continuous simulation modeling requirement, change to hard surface redevelopment threshold language, Equivalent Area Thresholds, Minimum Requirement updates, BMP Updates, wetland guidance, and Underground Injection Control Program (UIC) incorporation.

Mr. Eyer also reviewed proposed municipal code changes including:

- MMC 14: updated references to the manual and limit specific references; remove any specifics from that manual not changed in code memorialize vesting to 2019 manual; clarification on Surface Water Pollution Prevention Plan (SWPPP) requirements; include requirements to address existing drainage issues
- UDC 22: change references to the newly adopted manual; refers to new vesting timeframes; align the rainy season with the 2019 manual

17. Consider an Ordinance Amending Marysville Municipal Code Chapter 22.090, Residential Density Incentives

Director Miller reviewed this item regarding updates to the Residential Density Incentives. Staff is proposing to remove the LID incentive from the list because it is now a standard requirement. There are also changes related to the Built Green program, changes to perimeter fencing, and some of the incentives that are either not used or could be easily combined in another category.

Council President Norton asked about the change requiring completion of these before the completion of the project. Director Miller explained they are always ultimately resolved, but this makes it clearer.

18. Consider an Ordinance Amending Marysville Municipal Code Regarding Commissions and Adding Authority to Appoint Enforcement Officers

City Attorney Walker explained this is a code amendment regarding commissions cleaning up existing language.

19. Consider a Resolution Adopting the 2021 Update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan

Director Laycock and Public Works Services Manager Skip Knutsen introduced this item.

Snohomish County Solid Waste Division Director, David Schonhard, presented the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan 2021 Update Overview. He reviewed the timeline of the update process, a general overview of Plan elements, next steps, and general updates.

Public Works Services Manager Knutsen stated that staff reviewed the plan and is supportive of it.

Legal

Mayor's Business

- Thanks to Legion Post 178 for putting on the Memorial Day event. It was great to have that back in person again.
- Thanks to AJ Dotzauer for her presentation.
- The Mayor's editorial was in the Sunday paper a week ago. The Herald followed up with their own op-ed this past Sunday. He encouraged everyone to read those. It is a good start to get some of these public safety issues dealt with by the State and by others. The City has drawn up a list of items to take to Olympia by a separate public safety lobbyist who would be hired by and collectively represent multiple cities.

Staff Business

Director Mizell announced that they will be opening pickleball courts on Monday, June 20. Engineering and Parks are working cooperatively to get the spray park ready to open on June 24.

Director Laycock mentioned that 88th Street Phase 1 will be receiving 2.6M construction funds for 2026. The 67th Street overlay received \$550,000 in construction dollars for 2025.

Chief Scairpon:

- The new police station at 501 Delta is open for business. They intend to start hosting visitors at the station later this week. He expressed a huge thanks to Worth Norton and the Information Services team.
- He shared the “Join Our Team” cards with the QR code.
- He gave an update on recent incidents the police have encountered and resolved.

City Attorney Walker gave an update on recent legislation regarding guns at council meetings banning open carry of weapons. If the City wants to enforce it they would need to adopt the RCW in the municipal code and post a sign.

Call on Councilmembers and Committee Reports

Mayor Nehring congratulated Councilmember James on his Leadership Snohomish County Signature Program graduation.

Councilmember Vaughan had no further comments.

Councilmember James:

- Memorial Day ceremony was very nice. He was glad to be there.
- Poochella was a great event.
- The Board of Health passed a resolution last week regarding the integration of the Health District with Snohomish County.

Councilmember King:

- He attended his first quarterly Solid Waste Advisory Committee meeting on Zoom. Waste Management gave a presentation on how they are trying to reach out to the diverse community and multifamily developments and educate them on recycling. They are also talking about starting a clothing recycling program and working with contractors to recycle more building debris and materials.
- The LEOFF 1 Board met last week and approved two claims.
- Strawberry Festival kicks off this weekend with a golf tournament followed by the carnival, parade and other events. Thanks to the City for the Strawberry Festival banners and the berries painted in the intersection.

Councilmember Stevens had no comments.

Councilmember Muller stated he was interested in going to NLC conference. Also, he will not be at the meeting next Monday.

Council President Norton had no additional comments.

Adjournment

The meeting adjourned at 8:47 p.m.

Index #2

City Council



1049 State Avenue
Marysville, WA 98270

**Regular Meeting
June 13, 2022**

Call to Order / Invocation / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. There was no invocation. Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Michael Stevens

Staff: Finance Director Sandy Langdon, Community Development Director Haylie Miller, Systems Analyst Mike Davis, Parks & Rec. Director Tara Mizell, Chief Administrative Officer (CAO) Gloria Hirashima, City Engineer Jeff Laycock, Community Information Officer Connie Mennie, Asst. Police Chief Jim Lawless, Training and Community Outreach Administrator Derek Jorgenson, Human Resources Director Jason Smith

Absent: Councilmember Steve Muller

Motion to excuse the absence of Councilmember Steve Muller moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Approval of the Agenda

Mayor Nehring noted that two presentations would be added to the agenda.

Motion to approve the agenda with the addition of two presentations moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Presentations

Volunteer Recognition

Asst. Chief Lawless recognized the many years of volunteer work by Bob Rise.

YAC - Derek Jorgensen

Human Resources Director Smith and Derek Jorgenson presented a report on the Youth Advisory Committee.

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

1. Approval of the May 2, 2022 Council Work Session Minutes

Motion to approve May 2, 2022 Council Work Session Minutes moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

2. Approval of the May 9, 2022 Council Meeting Minutes

Councilmember Richards pointed out a typo on page 7 of 7. On the second line, 89.900 should be 89,900.

Motion to approve the May 9, 2022 Council Meeting Minutes as revised moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

3. Approval of the May 23, 2022 Council Meeting Minutes

Motion to approve the May 23, 2022 Council Meeting Minutes as presented moved by Councilmember King seconded by Councilmember Stevens.

AYES: ALL

4. Approval of the May 23, 2022 Board to Board City Council and Marysville School District Round Table Minutes

Motion to approve the May 23, 2022 Board to Board City Council and Marysville School District Round Table Minutes as presented moved by Councilmember Richards seconded by Council President Norton.

VOTE: Motion carried 3 - 0

AYES: Council President Norton, Councilmember King, Councilmember Richards

ABSTAIN: Councilmember Vaughan, Councilmember James, Councilmember Stevens

Audience Participation

Scott Allen reported that the phone-in number was not working.

Consent

5. Approval of the May 18, 2022 Claims in the Amount of \$2,697,545.96 Paid by EFT Transactions and Check Numbers 155488 through 155638 with Check Numbers 143393, 143550, 146641, 147548, 147845, 148157, 148184, 148414, 148797, 150067, 153445 and 155146 Voided
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8. Consider Approving the Interlocal Agreement between City of Kenmore and City of Marysville for Outdoor Video Services in the Amount of \$750.00
9. Consider Approving the Supplemental Agreement No. 7 with HDR, Inc. for the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project
10. Consider Approving the Professional Services Agreement with Robert W. Droll, Landscape Architect, PS for Strawberry Fields Turf in the Amount of \$109,185.20
11. Consider Approving the Ecology Grant Agreement WQC-2020-MaryPW-00075 City of Marysville Source Control Program
12. Consider Approving the Community Service Officers Position Proposal in the Amount of \$480,433.00
13. Consider Approving the Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the State Ave Pavement Preservation NHS
14. Consider Approving the Local Agency Agreement and Local Agency Federal Aid Project Prospectus with WSDOT for the 116th Street Pavement Preservation NHS

Motion to approve the entire Consent Agenda moved by Councilmember Vaughan seconded by Councilmember James.

AYES: ALL

Review Bids

Public Hearings

New Business

15. Consider Approving an Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160

Director Langdon reviewed an updated version of this which adds a third vehicle.

Councilmember James asked if this also includes the personnel. Director Langdon explained it includes both the personnel and the equipment.

Motion to approve Ordinance No. 3217, Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160 moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

16. Consider Approving an Ordinance Amending Marysville Municipal Code Title 14 Water & Sewer and Unified Development Code Title 22

Director Laycock had no new information on this item since the work session.

Motion to approve Ordinance No. 3218, Amending Marysville Municipal Code Title 14 Water & Sewer and Unified Development Code Title 22 moved by Councilmember King seconded by Councilmember Stevens.

AYES: ALL

17. Consider Approving an Ordinance Amending Marysville Municipal Code Chapter 22.090, Residential Density Incentives

Director Miller reviewed this item and noted that since the work session she had updated the item regarding perimeter fencing.

Motion to approve Ordinance No. 3219, Amending Marysville Municipal Code Chapter 22.090, Residential Density Incentives moved by Council President Norton seconded by Councilmember King.

AYES: ALL

18. Consider Approving an Ordinance Amending Marysville Municipal Code Regarding Commissions and Adding Authority to Appoint Enforcement Officers

City Attorney Walker noted this would update the Chief's authority to issue commissions for officers who actually enforce criminal laws. It would also authorize the Chief Administrative Officer to appoint enforcement officers to do the City's civil enforcement.

Motion to approve Ordinance No. 3220, Amending Marysville Municipal Code Regarding Commissions and Adding Authority to Appoint Enforcement Officers moved by Councilmember Richards seconded by Councilmember Vaughan.

AYES: ALL

19. Consider Approving a Resolution Adopting the 2021 Update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan

Director Laycock explained this Resolution would adopt Snohomish County's 2021 Comprehensive Solid and Hazardous Waste Management Plan as presented to Council last week.

Motion to adopt Resolution No. 2517, adopting the 2021 Update of the Snohomish County Comprehensive Solid and Hazardous Waste Management Plan moved by Council President Norton seconded by Councilmember Stevens.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He attended the Juneteenth kickoff event at Totem Middle School over the weekend. Thanks to everyone who worked on this event.
- He went to Housing Hope last week with Governor Inslee who was visiting. The Director of Housing Hope, Fred Safstrom, lauded the great work of city staff with them on this project.
- It is a big week with many Strawberry Festival events.
- It's been an honor to serve with Councilmember Jeff Vaughan, and he will be missed greatly as evidenced by the recent farewell celebration. He also commended Councilmember Vaughan's work on the Graffiti Task Force.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Vaughan:

- Finance Committee met recently and discussed General Fund Reserves, Sales Tax and Construction tax revenues, general fund expenses, and citywide revenues and expenses. Utility accounts receivables are going down.
- He recounted his years of experience on the Council and praised the positive relationships and service-oriented focus of the City Council. He expressed gratitude to the Council, the staff, and community for the opportunity to serve. He encouraged the City Council to continue to stay focused.

Councilmember James:

- He commented on the importance of the Finance Committee.
- He reported on the Volunteers of America (VOA) breakfast on last week and the great work of the VOA.

- The Public Safety Town Hall was very informative.
- He attended the farewell event for Councilmember Vaughan today. He agreed that they are a very blessed city.

Councilmember King:

- Last weekend's Public Safety Town Hall was well planned and well attended. He appreciated it all.
- He got a compliment from some PUD linemen that they like to work with the City of Marysville electric inspectors.
- The Strawberry Festival golf tournament last weekend was a lot of fun.
- Thanks to Councilmember Vaughan for his beliefs, knowledge, thoughts, and knowledge.

Councilmember Stevens:

- The new monument signs are striking. He looks forward to seeing those roll out elsewhere in the city.
- He recounted a story demonstrating Councilmember Vaughan's impact on the City and noted that Councilmember Vaughan would be missed.

Councilmember Richards:

- Strawberry Festival will be great, but he will be attending graduation events.
- He noted that Councilmember Vaughan would be greatly missed.

Council President Norton thanked Councilmember Vaughan for his words of wisdom and words of caution. She expressed appreciation to him for all his years of service, leadership and mentorship and stated he would be missed.

Adjournment

Motion to adjourn the meeting at 7:54 p.m. moved by Councilmember Vaughan seconded by Council President Norton.

AYES: ALL

Approved this _____ day of _____, 2022.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JULY 11, 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 June 22, 2022 claims in the amount of \$1,764,633.91 paid by EFT transactions and Check No.'s 156175 through 156333 with check numbers 141195, 156136 and 156152 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156175	LICENSING, DEPT OF	DRIVING ABSTRACT - WHALEY	PERSONNEL ADMINISTRATION	13.00
156176	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	96.98
	ALEXANDER PRINTING	ENVELOPES - PW	UTIL ADMIN	330.87
	ALEXANDER PRINTING	WINDOW ENVELOPES	FINANCE-GENL	331.34
156177	ALL BATTERY SALES &	FUSES/ELECTRICAL CONNECTORS	EQUIPMENT RENTAL	26.20
156178	AMAZON CAPITAL	CREDIT FOR 1J3Q-9WH1-7N6H	PARK & RECREATION FAC	-63.89
	AMAZON CAPITAL	CREDIT FOR 1GW1-3THK-47QV	POLICE INVESTIGATION	-34.98
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	34.98
	AMAZON CAPITAL	WRIST CUSHION	COMMUNITY	36.67
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	37.17
	AMAZON CAPITAL	NOISE CANCELLING HEADPHONES	COMMUNITY	64.97
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	67.74
	AMAZON CAPITAL		DETENTION & CORRECTION	74.68
	AMAZON CAPITAL		OFFICE OPERATIONS	90.39
	AMAZON CAPITAL		DETENTION & CORRECTION	104.94
	AMAZON CAPITAL		POLICE PATROL	105.00
	AMAZON CAPITAL		DETENTION & CORRECTION	153.14
	AMAZON CAPITAL		OFFICE OPERATIONS	197.36
	AMAZON CAPITAL		POLICE INVESTIGATION	262.51
	AMAZON CAPITAL	ITEMS FOR PARKS	PARK & RECREATION FAC	744.46
156179	ANDERSON, CARMEN	REFUND - DANCE RECITAL	GENERAL FUND	250.00
156180	APPRAISAL GROUP OF N	APPRAISAL SERVICES	GMA - STREET	3,800.00
	APPRAISAL GROUP OF N		GMA - STREET	4,000.00
156181	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.13
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	403.54
156182	ASSOC OF SHERIFFS	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	1,400.00
156183	BANK OF AMERICA	POSTAGE/TRAINING	COMMUNITY	35.00
	BANK OF AMERICA		COMMUNITY	46.19
156184	BANK OF AMERICA	WELLNESS COMMITTEE	MUNICIPAL COURTS	1.00
	BANK OF AMERICA		MEDICAL CLAIMS	240.10
156185	BANK OF AMERICA	ADVERTISING	PERSONNEL ADMINISTRATION	350.00
156186	BANK OF AMERICA	SUPPLIES	FINANCE-GENL	-139.98
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	116.52
	BANK OF AMERICA		CAPITAL EXPENDITURES	382.88
156187	BANK OF AMERICA	POSTAGE/TRAINING	COMMUNITY	30.00
	BANK OF AMERICA		COMMUNITY	348.08
156188	BANK OF AMERICA	REGISTRATION	POLICE TRAINING-FIREARMS	695.00
156189	BANK OF AMERICA	TRAVEL/TRAINING	RECREATION SERVICES	257.79
	BANK OF AMERICA		RECREATION SERVICES	617.00
156190	BANK OF AMERICA	TRAVEL/SUPPLIES	POLICE PATROL	174.68
	BANK OF AMERICA		POLICE PATROL	185.89
	BANK OF AMERICA		POLICE PATROL	515.69
156191	BANK OF AMERICA		DETENTION & CORRECTION	9.68
	BANK OF AMERICA		POLICE ADMINISTRATION	15.08
	BANK OF AMERICA		CRIME PREVENTION	231.84
	BANK OF AMERICA		POLICE ADMINISTRATION	652.76
156192	BANK OF AMERICA	SUPPLIES	POLICE PATROL	344.57
	BANK OF AMERICA		POLICE PATROL	597.28
156193	BANK OF AMERICA	TRAVEL, TRAINING, ADVERTISING	POLICE PATROL	13.22
	BANK OF AMERICA		POLICE ADMINISTRATION	171.71
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	217.71
	BANK OF AMERICA		POLICE ADMINISTRATION	652.76
156194	BANK OF AMERICA	TRAVEL	POLICE ADMINISTRATION	44.80
	BANK OF AMERICA		POLICE ADMINISTRATION	1,073.08
156195	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,589.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156196	BANK OF AMERICA	TRAVEL	EXECUTIVE ADMIN	-36.55
	BANK OF AMERICA		CITY COUNCIL	49.69
	BANK OF AMERICA		EQUIPMENT RENTAL	91.62
	BANK OF AMERICA		FACILITY MAINTENANCE	91.62
	BANK OF AMERICA		SOLID WASTE OPERATIONS	91.64
	BANK OF AMERICA		ENGR-GENL	137.44
	BANK OF AMERICA		EXECUTIVE ADMIN	221.50
	BANK OF AMERICA		RECREATION SERVICES	246.42
	BANK OF AMERICA		COMMUNITY	246.42
	BANK OF AMERICA		UTIL ADMIN	412.32
	BANK OF AMERICA		FINANCE-GENL	492.84
156197	BANK OF AMERICA		POLICE ADMINISTRATION	2,305.22
156198	BANK OF AMERICA	TRAVEL/TRAINING	K9 PROGRAM	50.00
	BANK OF AMERICA		POLICE ADMINISTRATION	200.23
	BANK OF AMERICA		POLICE INVESTIGATION	348.73
	BANK OF AMERICA		POLICE ADMINISTRATION	652.76
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,732.50
	BANK OF AMERICA		DETENTION & CORRECTION	2,565.85
156199	BANK OF AMERICA	TRAVEL	POLICE ADMINISTRATION	98.02
	BANK OF AMERICA		POLICE PATROL	1,165.58
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,942.02
	BANK OF AMERICA		POLICE INVESTIGATION	3,376.05
156200	BARGREEN-ELLINGSON	SUPPLIES	DETENTION & CORRECTION	457.03
156201	BICKFORD FORD	CREDIT FOR 1222079	EQUIPMENT RENTAL	-76.58
	BICKFORD FORD	TURN SIGNAL SWITCH #J045	EQUIPMENT RENTAL	65.09
	BICKFORD FORD	BRACKET, BLADE ASY FOR INVENTORY	ER&R	146.46
	BICKFORD FORD	POWER STEERING PUMP #J056	EQUIPMENT RENTAL	407.71
156202	BILLING DOCUMENT SPE	PRINTING SERVICE 6/13 TO 6/16/22	UTILITY BILLING	1,806.17
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,827.68
156203	BRIM TRACTOR	REPAIR ITEMS FOR #H018	EQUIPMENT RENTAL	1,719.17
156204	CASCADE COLUMBIA	PAX XL8	WASTE WATER TREATMENT	15,355.08
	CASCADE COLUMBIA		WASTE WATER TREATMENT	15,819.15
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,045.85
156205	CENTRAL WELDING SUPP	CREDIT FOR INVOICE SP191067	ER&R	-557.94
	CENTRAL WELDING SUPP	SAFETY VEST FOR INVENTORY	ER&R	213.33
	CENTRAL WELDING SUPP	TRILETE GRIPPE GLOVES - INVENTORY	ER&R	295.38
	CENTRAL WELDING SUPP		ER&R	322.73
	CENTRAL WELDING SUPP	RAIN JACKET, PANTS - INVENTORY	ER&R	1,668.35
156206	CLEAN CUT TREE & STU	TREE REMOVAL	ROADSIDE VEGETATION	1,312.80
	CLEAN CUT TREE & STU	TREE REMOVAL/STUMP GRINDING	GMA-PARKS	3,610.20
156207	CORE & MAIN LP	METER BOXES/LIDS	WATER SERVICE INSTALL	1,168.79
	CORE & MAIN LP	HYDRANT RELOCATION ITEMS	HYDRANTS	6,311.87
156208	CORRECTIONS, DEPT OF	INMATE PAY JUNE 2022	ROADSIDE VEGETATION	86.62
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	145.06
156209	COSTLESS SENIOR SRVC	INMATE MEDS	DETENTION & CORRECTION	228.76
156210	COUGAR TREE SERVICE	COTTONWOOD TREE REMOVAL	ROADSIDE VEGETATION	2,735.00
156211	CRAIG, KATHERINE	UB REFUND	WATER/SEWER OPERATION	166.64
156212	CUES	CAMERA PARTS	STORM DRAINAGE	375.73
	CUES		SEWER MAIN COLLECTION	375.74
156213	CUSTER, JACKLYN S	UB REFUND	WATER/SEWER OPERATION	112.15
156214	DAVIS DOOR	DOOR REPAIR	PARK & RECREATION FAC	795.22
156215	DEJONG, ANNA	UB REFUND	WATER/SEWER OPERATION	49.67
156216	DOBBS PETERBILT	PARTS FOR #J052	EQUIPMENT RENTAL	90.39
	DOBBS PETERBILT	SUN VISOR ASSEMBLY #J068	EQUIPMENT RENTAL	143.06
	DOBBS PETERBILT	BRAKE CONTROL VALVE #J034	EQUIPMENT RENTAL	416.61
156217	DRIVE PAYMENTS, LLC	ACH PAYMENT FOR MAY 2022	UTILITY BILLING	705.15
156218	E&E LUMBER	TOILET SEAT BOLTS	PARK & RECREATION FAC	5.24
	E&E LUMBER	T FITTING, PVC ELBOW- 3	CAPITAL EXPENDITURES	13.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156218	E&E LUMBER	PLYWOOD, DOUGLAS FIR	FACILITY REPLACEMENT	69.23
	E&E LUMBER	REPAIR ITEMS	PARK & RECREATION FAC	167.93
156219	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	2,217.60
	EVERETT, CITY OF		WATER QUAL TREATMENT	2,579.40
156220	EWING IRRIGATION	HERBICIDE STOCK	ROADSIDE VEGETATION	1,845.35
156221	FEI	ADDITIONAL FREIGHT #9976507	SOLID WASTE OPERATIONS	3,975.04
156222	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
156223	GEOTEST SERVICES INC	PERIOD ENDING 5/29/22	GMA - STREET	1,589.20
156224	GRAFF, CALLIE	REFUND - CAMP	PARKS-RECREATION	89.00
156225	GRAINGER	CREDIT FOR INVOICE #9308885459	CAPITAL EXPENDITURES	-233.38
	GRAINGER	ROTARY TOOL KIT	FACILITY MAINTENANCE	127.63
	GRAINGER	YARD HYDRANT, PVC PIPE	WASTE WATER TREATMENT	216.30
156226	GRANITE CONST	ASPHALT PATCHING	ROADWAY MAINTENANCE	146.15
156227	GRAYBAR ELECTRIC CO	POLE REPLACEMENT ITEMS	STREET LIGHTING	6,521.38
156228	GREENHAUS PORTABLE	PORTABLE RESTROOMS	RECREATION SERVICES	380.00
156229	GREENSHIELDS INDS	PRESSURE WASHER TIPS	MAINT OF GENL PLANT	46.54
156230	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
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	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
156231	HAEGELAND, ROY & HEA	UB REFUND	WATER/SEWER OPERATION	374.62
156232	HARBOR FREIGHT TOOLS	REPAIR TOOLS	ROADWAY MAINTENANCE	108.22
156233	HD FOWLER COMPANY	CREDIT INVOICE #16091343	GMA-PARKS	-22.91
	HD FOWLER COMPANY	PIPE, EBAY WATERFRONT	GMA-PARKS	11.45
	HD FOWLER COMPANY	ITEMS FOR SUNNYSIDE TREATMENT PLANT	WATER QUAL TREATMENT	67.51
	HD FOWLER COMPANY	REPAIR ITEMS FOR EBAY PARK	GMA-PARKS	128.47
	HD FOWLER COMPANY	CATCH BASIN DIRT TRAPS	STORM DRAINAGE	369.90
	HD FOWLER COMPANY	REPAIR ITEMS FOR STOCK	WATER DIST MAINS	1,273.11
156234	HENNIG, JEANINE TULL	INSTRUCTOR SERVICE	RECREATION SERVICES	86.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	86.40
156235	HERC RENTALS INC	EXCAVATOR RENTAL	SIDEWALK MAINTENANCE	947.40
156236	HID GLOBAL CORP	CMT ADVANTAGE - 1 YEAR	DETENTION & CORRECTION	2,503.07
156237	HOME DEPOT USA	TRASH BAGS	ER&R	410.12
156238	HOUGEN, SAMUEL	UB REFUND	GARBAGE	306.11
156239	INTERMOUNTAIN LOCK	KEYS FOR MCC	CAPITAL EXPENDITURES	36.91
	INTERMOUNTAIN LOCK	SWIVEL SPINDLE PIN SCREWS	PUBLIC SAFETY BLDG	160.00
156240	JONES, STACY	WELLNESS CAMPAIGN REIMBURSEMENT	MEDICAL CLAIMS	247.19
156241	JUDD & BLACK	MCC REFRIGERATOR	CAPITAL EXPENDITURES	897.03
156242	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	34.00
156243	KAR GOR INC	TRAFFIC CAMERAS	TRANSPORTATION	2,789.70
156244	KENDALL CHEVROLET	CREDIT INVOICE #5211180	EQUIPMENT RENTAL	-306.20
	KENDALL CHEVROLET	CREDIT FOR INV. #5210380	EQUIPMENT RENTAL	-305.36
	KENDALL CHEVROLET	WIPER BLADES - INVENTORY	ER&R	81.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156244	KENDALL CHEVROLET	WIPER BLADES - INVENTORY	ER&R	177.68
	KENDALL CHEVROLET	HEATER HOSE/TEE'S FOR #P159	EQUIPMENT RENTAL	211.91
	KENDALL CHEVROLET	ENGINE OIL COVER ASSEMBLY #P150	EQUIPMENT RENTAL	305.36
	KENDALL CHEVROLET		EQUIPMENT RENTAL	305.36
	KENDALL CHEVROLET		EQUIPMENT RENTAL	306.20
156245	KENOYER, MEGAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
156246	KITSAP TRACTOR	BLADE KIT, SPINDLE #W019	SMALL ENGINE SHOP	814.97
156247	KJR ROOFING LLC	ROOF REPLACEMENT GOLF COURSE	MAINTENANCE	12,034.00
156248	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	240.00
156249	LABANCE, KIMBERLY	UB REFUND	WATER/SEWER OPERATION	26.74
156250	LAMOUREUX, THOMAS		WATER/SEWER OPERATION	89.54
156251	LAWSON PRODUCTS, INC	HEX CAP SCREW, LAWSON CATALOG V37	TRANSPORTATION	54.98
	LAWSON PRODUCTS, INC		TRANSPORTATION	56.24
	LAWSON PRODUCTS, INC	SHOP WELDING SUPPLIES	EQUIPMENT RENTAL	88.72
	LAWSON PRODUCTS, INC		EQUIPMENT RENTAL	88.72
156252	LES SCHWAB TIRE CTR	TIRES #J037	EQUIPMENT RENTAL	1,077.12
	LES SCHWAB TIRE CTR	TIRES #J038	EQUIPMENT RENTAL	1,077.12
156253	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	85.33
	LOOMIS		UTIL ADMIN	85.33
	LOOMIS		UTILITY BILLING	170.65
	LOOMIS		MUNICIPAL COURTS	227.54
	LOOMIS		POLICE ADMINISTRATION	341.31
	LOOMIS		MUNICIPAL COURTS	341.31
156254	LOWES HIW INC	REPAIR ITEMS	STORM DRAINAGE	139.81
	LOWES HIW INC	REPAIR ITEMS FOR MCC	CAPITAL EXPENDITURES	263.62
156255	MARYFEST	REFUND PERMIT FEE FASHION SHOW	GENERAL FUND	250.00
156256	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	284,037.41
156257	MARYSVILLE FIRE	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	437.39
	MARYSVILLE FIRE	INMATE TRANSPORT	DETENTION & CORRECTION	441.42
156258	MARYSVILLE, CITY OF	UTILITY SERVICE	SEWER LIFT STATION	63.92
	MARYSVILLE, CITY OF		AFFORDABLE HOUSING	107.51
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	125.05
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	140.53
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	186.11
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	201.53
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	294.81
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	300.21
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,771.81
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	2,716.76
156259	MC CLURE & SONS INC	PAY ESTIMATE #2	SURFACE WATER CAPITAL	342,542.54
156260	MCCARTHY ELECTRIC	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
156261	MCDONALD, ANGELA	WELLNESS MONTH	MEDICAL CLAIMS	36.10
156262	MCLOUGHLIN & EARDLEY	AMBER LIGHT BAR	ER&R	2,003.51
156263	MCWETHY, LUCAS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
156264	MILL SUPPLY, INC	FRONT WINDOW SWEEP & RUN #104	ER&R	-20.18
	MILL SUPPLY, INC		EQUIPMENT RENTAL	234.88
156265	MITCHELL 1	SOFTWARE SUBSCRIPTION	EQUIPMENT RENTAL	1,928.24
156266	MOBILE WIRELESS LLC	NETMOTION RENEWAL	COMPUTER SERVICES	12,996.72
156267	MOTOR TRUCKS	EXHAUST PEPESTAC, CLAMP #H002	EQUIPMENT RENTAL	75.81
	MOTOR TRUCKS	FUEL/WATER SEPARATOR/COOLANT	ER&R	457.86
156268	NAPA AUTO PARTS	LAMP #J056	EQUIPMENT RENTAL	8.72
	NAPA AUTO PARTS	INVENTORY SUPPLIES - 5	ER&R	185.27

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156268	NAPA AUTO PARTS	FILTERS FOR FLEET INVENTORY	ER&R	253.93
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,093.12
156269	NATIONAL BARRICADE	SIGNS, FLAG BRACKETS	TRANSPORTATION	568.30
156270	NEHRING, JON	ROTARY CLUB	NON-DEPARTMENTAL	140.00
156271	NELSON PETROLEUM	SUPER ATF - INVENTORY	ER&R	427.14
	NELSON PETROLEUM	ENGINE OIL - INVENTORY	ER&R	2,963.78
156272	NOBACH, LEISHA R	REFUND ULTIMATE SPORTS	PARKS-RECREATION	95.00
156273	NORTH COAST ELECTRIC	CREDIT COMPACT LOGIC 4PT	SOURCE OF SUPPLY	-1,184.00
	NORTH COAST ELECTRIC	LED LIGHT	SEWER LIFT STATION	649.24
	NORTH COAST ELECTRIC	PANEL VIEW PLUS7	SEWER LIFT STATION	8,756.19
156274	NORTH COUNTY OUTLOOK	ADVERTISEMENT CLASS OF 2022	EXECUTIVE ADMIN	300.00
156275	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	2,940.67
156276	ODP BUSINESS Solutio	SUPPLIES	OFFICE OPERATIONS	-31.31
	ODP BUSINESS Solutio	OFFICE SUPPLIES	LEGAL - PROSECUTION	17.22
	ODP BUSINESS Solutio	METAL DOOR SIGN - TOCCO	UTIL ADMIN	20.78
	ODP BUSINESS Solutio	OFFICE SUPPLIES	ENGR-GENL	45.46
	ODP BUSINESS Solutio		UTIL ADMIN	45.47
	ODP BUSINESS Solutio		LEGAL - PROSECUTION	48.62
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	55.88
	ODP BUSINESS Solutio	OFFICE SUPPLIES	EQUIPMENT RENTAL	59.86
	ODP BUSINESS Solutio		LEGAL - PROSECUTION	68.28
	ODP BUSINESS Solutio	SUPPLIES	OFFICE OPERATIONS	87.50
	ODP BUSINESS Solutio		POLICE PATROL	135.05
	ODP BUSINESS Solutio		DETENTION & CORRECTION	365.95
156277	OREILLY AUTO PARTS	THERMO GASKET #967	EQUIPMENT RENTAL	4.28
	OREILLY AUTO PARTS	PARTS FOR #967	EQUIPMENT RENTAL	22.66
	OREILLY AUTO PARTS	WINDOW GUIDE, TRIM PANE I-#104	EQUIPMENT RENTAL	26.54
	OREILLY AUTO PARTS	ALTERNATOR ASSEMBLY #212	EQUIPMENT RENTAL	156.38
156278	OWEN EQUIPMENT	ISOLATION MOUNT	EQUIPMENT RENTAL	85.29
	OWEN EQUIPMENT	ENGINE RADIATOR #H002	EQUIPMENT RENTAL	2,107.01
156279	PACIFIC GOLF & TURF	BLADES - PARKS W024	SMALL ENGINE SHOP	297.62
156280	PACIFIC POWER BATTER	BATTERIES FOR SOAP DISPENSER	CAPITAL EXPENDITURES	138.68
156281	PACIFIC POWER GROUP	AIR PRESSURE SWITCH #J034	EQUIPMENT RENTAL	175.59
156282	PACIFIC TOPSOILS	TOPSOIL MIX	PARK & RECREATION FAC	48.47
	PACIFIC TOPSOILS		PARK & RECREATION FAC	48.47
156283	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE/PROSHOP	PRO-SHOP	12,911.47
	PGC INTERBAY LLC		MAINTENANCE	14,008.05
156284	PH CONSULTING LLC	BILLING THROUGH 5/31/22	GMA - STREET	8,065.00
	PH CONSULTING LLC	BILLING THROUGH 4/30/22	GMA - STREET	17,779.78
	PH CONSULTING LLC	BILLING THROUGH 2/28/22	GMA - STREET	53,352.50
156285	PLATT ELECTRIC	STREET LIGHT REPAIR PARTS	STREET LIGHTING	107.97
156286	PUD	ACCT #201142098	PARK & RECREATION FAC	8.40
	PUD	ACCT #202461026	MAINT OF GENL PLANT	22.05
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	22.05
	PUD	ACCT #205195373	PARK & RECREATION FAC	22.05
	PUD	ACCT #205481823	GOLF ADMINISTRATION	22.79
	PUD	ACCT #201346665	SEWER LIFT STATION	23.52
	PUD	ACCT #200973956	SEWER LIFT STATION	24.23
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	24.26
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	24.26
	PUD	ACCT #223013277	AFFORDABLE HOUSING	32.28
	PUD	ACCT #200501617	TRANSPORTATION	32.59
	PUD	ACCT #202011813	PUMPING PLANT	33.00
	PUD	ACCT #204829691	STREET LIGHTING	36.89
	PUD	ACCT #202794657	TRANSPORTATION	44.64
	PUD	ACCT #200448801	TRANSPORTATION	45.02
	PUD	ACCT #203199732	TRANSPORTATION	47.94
	PUD	ACCT #200660439	STREET LIGHTING	48.96

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156286	PUD	ACCT #202294245	SEWER LIFT STATION	51.28
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	53.59
	PUD	ACCT #222664310	TRANSPORTATION	54.81
	PUD	ACCT #221610405	STREET LIGHTING	55.99
	PUD	ACCT #200061463	PARK & RECREATION FAC	56.50
	PUD	ACCT #203500020	STREET LIGHTING	56.58
	PUD	ACCT #202524690	PUMPING PLANT	57.18
	PUD	ACCT #222664740	TRANSPORTATION	62.24
	PUD	ACCT #203996343	STREET LIGHTING	62.57
	PUD	ACCT #202303301	SEWER LIFT STATION	62.71
	PUD	ACCT # 222772634	TRANSPORTATION	63.14
	PUD	ACCT #202288585	TRANSPORTATION	66.18
	PUD	ACCT #221115934	MAINT OF GENL PLANT	67.61
	PUD	ACCT #201628880	WASTE WATER TREATMENT	79.03
	PUD	ACCT #220681340	STORM DRAINAGE	83.41
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	95.21
	PUD	ACCT #222663973	TRANSPORTATION	97.85
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	105.08
	PUD	ACCT #203291216	GENERAL	108.10
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	114.91
	PUD	ACCT #201909637	SEWER LIFT STATION	127.20
	PUD	ACCT #222025900	PUMPING PLANT	135.86
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	136.37
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	183.89
	PUD	ACCT #220020531	STREET LIGHTING	188.92
	PUD	ACCT #201675634	WASTE WATER TREATMENT	195.55
	PUD	ACCT #202177333	MAINT OF GENL PLANT	700.34
	PUD	ACCT #201587284	WASTE WATER TREATMENT	741.22
	PUD	ACCT #201639689	MAINT OF GENL PLANT	948.82
	PUD	ACCT #200021871	COURT FACILITIES	1,069.13
	PUD	ACCT #201617479	CITY HALL	1,114.29
156287	R TRANSPORT, INC.	STREET SWEEPING	STORM DRAINAGE	401.75
	R TRANSPORT, INC.		STORM DRAINAGE	668.06
156288	RAVELLI, MORRIS	UB REFUND	WATER/SEWER OPERATION	228.50
156289	REECE TRUCKING	DRY DIRT DUMP	SIDEWALK MAINTENANCE	72.59
	REECE TRUCKING	CRUSHED ASPHALT FOR POTHOLES	ROADWAY MAINTENANCE	140.01
	REECE TRUCKING	CRUSHED ASPHALT FOR POTHOLES	ROADWAY MAINTENANCE	150.68
	REECE TRUCKING	SOD DUMP	SIDEWALK MAINTENANCE	220.40
156290	SAFETY SOURCE LLC	FINN FORM BOARDS	WATER DIST MAINS	940.84
156291	SAFEWAY INC.	SUPPLIES	EXECUTIVE ADMIN	2.49
	SAFEWAY INC.		RECREATION SERVICES	10.92
	SAFEWAY INC.		COMMUNITY EVENTS	56.47
156292	SAFEWAY INC.	ITEMS FOR TACO LUNCH	MEDICAL CLAIMS	77.17
156293	SAFEWAY INC.	SUPPLIES	POLICE PATROL	47.54
	SAFEWAY INC.		POLICE ADMINISTRATION	67.08
	SAFEWAY INC.		DETENTION & CORRECTION	1,442.33
156294	SEATTLE, CITY OF	VEST - MORASCO	POLICE PATROL	1,194.34
156295	SEBCO INC	UB REFUND 3805 124TH ST NE	WATER/SEWER OPERATION	953.48
156296	SISKUN POWER EQUIPME	PARTS FOR STREETS/PARKS EQUIPMENT	SMALL ENGINE SHOP	501.59
156297	SMARSH INC	TEXT MESSAGE ARCHIVING	MUNICIPAL COURTS	7.85
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		COMMUNITY SERVICES UNIT	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		RECREATION SERVICES	7.85
	SMARSH INC		PARK & RECREATION FAC	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156297	SMARSH INC	TEXT MESSAGE ARCHIVING	SEWER MAIN COLLECTION	7.85
	SMARSH INC		CUSTODIAL SERVICES	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		YOUTH SERVICES	15.70
	SMARSH INC		WATER QUAL TREATMENT	15.70
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		SOLID WASTE CUSTOMER	23.55
	SMARSH INC		OFFICE OPERATIONS	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		COMMUNITY SERVICES UNIT	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		GENERAL	47.10
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		EXECUTIVE ADMIN	70.65
	SMARSH INC		POLICE INVESTIGATION	78.50
	SMARSH INC		DETENTION & CORRECTION	78.50
	SMARSH INC		WASTE WATER TREATMENT	86.35
	SMARSH INC		UTIL ADMIN	94.20
	SMARSH INC		POLICE ADMINISTRATION	133.45
	SMARSH INC		COMPUTER SERVICES	164.37
	SMARSH INC		ENGR-GENL	172.70
	SMARSH INC		POLICE PATROL	400.35
156298	SMITH, BRAD	UNIFORM = SMITH	K9 PROGRAM	402.08
156299	SNO CO PUBLIC WORKS	SOLID WASTE FOR MAY 2022	SOLID WASTE OPERATIONS	235,459.00
156300	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	709.68
156301	SOLID WASTE SYSTEMS	PARTS FOR #J034	EQUIPMENT RENTAL	3,026.56
156302	SOUND PUBLISHING	ORDINANCE 3216	CITY CLERK	44.84
156303	SOUND SAFETY	UNIFORM - MACDICKEN	SOLID WASTE OPERATIONS	134.72
	SOUND SAFETY	UNIFORM - MAIRDIN	SOLID WASTE OPERATIONS	157.38
	SOUND SAFETY	UNIFORM - ROSE	SOLID WASTE OPERATIONS	245.07
156304	SPRINGBROOK NURSERY	DUMP FEE	STORM DRAINAGE	36.00
156305	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	30.23
	STAPLES		PERSONNEL ADMINISTRATION	37.45
156306	STERICYCLE, INC.	SHREDDING SERVICE	UTIL ADMIN	7.82
	STERICYCLE, INC.		ENGR-GENL	7.82
	STERICYCLE, INC.	MONTHLY SHREDDING SERVICES	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20
156307	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
156308	SUNNYSIDE NURSERY	FLOWERS/POTTING SOIL	PARK & RECREATION FAC	242.50
	SUNNYSIDE NURSERY	FLOWERING BASKETS	PARK & RECREATION FAC	7,876.80
156309	SWANK MOTION PICTURE	MOVIE LICENSE RIGHTS	RECREATION SERVICES	1,860.00
156310	THYSSENKRUPP ELEVATO	PLATINUM MAINTENANCE	CITY HALL	346.82
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	346.82
156311	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	586.35
	TRANSPO GROUP		GMA - STREET	2,230.20
156312	TRENTMAN, RYAN	UB REFUND	WATER/SEWER OPERATION	311.44
156313	TYLER TECHNOLOGIES	DASHBOARD ANNUAL MAINTENANCE	COMPUTER SERVICES	2,243.09
156314	UBERT, LEO & CAROL	UB REFUND	WATER/SEWER OPERATION	70.23
156315	ULINE	SUPPLIES	DETENTION & CORRECTION	324.05
	ULINE		POLICE PATROL	384.03
	ULINE		DETENTION & CORRECTION	648.67
	ULINE	STORAGE CABINETS	CAPITAL EXPENDITURES	2,398.82
156316	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	16.91
	UNITED PARCEL SERVICE		POLICE PATROL	50.73
156317	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT	STORM DRAINAGE	411.10

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/22/2022 TO 6/22/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156318	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	1,138.06
156319	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	471,436.18
156320	WATSON, LYNN	REFUND - PICKLEBALL	PARKS-RECREATION	45.00
156321	WESTERN GRAPHICS	CITY LOGO DESIGN - INVENTORY	ER&R	1,743.23
156322	WESTERN SYSTEMS	SWEEPER BROOM	STREET CLEANING	3,790.08
156323	WET RABBIT EXPRESS	CREDIT FOR CAR WASH	POLICE PATROL	-1.50
	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	299.00
156324	WHITE CAP CONSTRUCT	CURE & SEAL, SURFACE GRIP	PARK & RECREATION FAC	854.21
156325	WIDE FORMAT COMPANY	MAY 2022 BASE CHARGE	UTIL ADMIN	130.19
	WIDE FORMAT COMPANY	JUNE 2022 BASE CHARGE	UTIL ADMIN	142.22
156326	WIITA, RUSSELL	REFUND - DEPOSIT	GENERAL FUND	250.00
156327	WILLIAMS, RICK	UB REFUND	WATER/SEWER OPERATION	547.50
156328	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.46
156329	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	56.16
156330	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	69.26
156331	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	35.33
	ZIPLY FIBER		RECREATION SERVICES	35.33
156332	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	62.45
	ZIPLY FIBER		COMMUNITY	62.45
156333	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	103.41
	ZIPLY FIBER		SUNNYSIDE FILTRATION	126.40

WARRANT TOTAL: 1,773,492.27

Megan Kenoyer	Void	141195	Check Lost/Damaged	\$25.00
North Coast Electric Company	Void	156136	Check Lost/Damaged	\$8,756.19
Safeway	Void	156152	Check Lost/Damaged	\$77.17

REASON FOR VOIDS:

INITIATOR ERROR

WARRANT TOTAL: \$1,764,633.91

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the June 24, 2022 payroll in the amount \$1,808,091.87, paid by EFT Transactions and Check No. 34015 through 34041.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: JULY 11, 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 June 29, 2022 claims in the amount of \$919,180.38 paid by EFT transactions and Check No.'s 156334 through 156490 with check numbers 147672, 150983, 154549 and 156292 voided.

COUNCIL ACTION:

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156334	PREMERA BLUE CROSS	CLAIMS PAID 6/5 TO 6/11/22	MEDICAL CLAIMS	50,921.11
156335	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	13.00
156336	REVENUE, DEPT OF	TAXES MAY 2022	CITY CLERK	0.03
	REVENUE, DEPT OF		POLICE ADMINISTRATION	31.53
	REVENUE, DEPT OF		GENERAL FUND	509.43
	REVENUE, DEPT OF		WATER/SEWER OPERATION	562.76
	REVENUE, DEPT OF		GOLF ADMINISTRATION	781.83
	REVENUE, DEPT OF		STORM DRAINAGE	6,715.93
	REVENUE, DEPT OF		GOLF COURSE	15,529.77
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	37,144.89
	REVENUE, DEPT OF		UTIL ADMIN	66,627.14
156337	PREMERA BLUE CROSS	CLAIMS PAID 6/12 TO 6/18/22	MEDICAL CLAIMS	76,770.88
156338	911 SUPPLY INC.	UNIFORM - BOGGS	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - LIFFRIG	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - MANER	DETENTION & CORRECTION	31.62
	911 SUPPLY INC.	UNIFORM - MORASCO	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - STEWART	POLICE PATROL	31.62
	911 SUPPLY INC.	UNIFORM - BLAKE	POLICE PATROL	164.07
	911 SUPPLY INC.	UNIFORM - LEE, DARRYL	DETENTION & CORRECTION	265.80
	911 SUPPLY INC.	SAMPLE UNIFORMS	OFFICE OPERATIONS	845.52
156339	ALEXANDER PRINTING	PRINTING SERVICES	POLICE ADMINISTRATION	50.59
	ALEXANDER PRINTING		POLICE ADMINISTRATION	96.98
	ALEXANDER PRINTING		EMBEDDED SOCIAL WORKER	219.30
	ALEXANDER PRINTING	ROUTE PAGES PAPER	SOLID WASTE OPERATIONS	233.13
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	491.38
156340	AMAZON CAPITAL	DOOR SIGN	COMPUTER SERVICES	15.99
	AMAZON CAPITAL	SCREEN PROTECTORS	COMMUNITY	20.34
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	32.77
	AMAZON CAPITAL		POLICE ADMINISTRATION	39.78
	AMAZON CAPITAL	MONITOR RISERS	FINANCE-GENL	71.10
	AMAZON CAPITAL	OFFICE SUPPLIES - BEEDLE	SOLID WASTE OPERATIONS	77.26
	AMAZON CAPITAL	DEWALT BATTERY	WATER DIST MAINS	78.76
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	86.96
	AMAZON CAPITAL	HDMI SPLITTER	CAPITAL EXPENDITURES	107.84
	AMAZON CAPITAL	SUPPLIES FOR DAY CAMP	RECREATION SERVICES	169.78
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	169.79
	AMAZON CAPITAL	BATTERIES	POLICE PATROL	180.73
	AMAZON CAPITAL	TENNIS BALLS	RECREATION SERVICES	185.88
	AMAZON CAPITAL	SUPPLIES	POLICE TRAINING-FIREARMS	195.68
	AMAZON CAPITAL	MITEL PHONES	COMPUTER SERVICES	221.50
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	235.87
	AMAZON CAPITAL		POLICE PATROL	522.74
	AMAZON CAPITAL	WIRELESS CHARGERS/CABINET	DETENTION & CORRECTION	559.23
	AMAZON CAPITAL	SHELVES/OFFICE SUPPLIES	POLICE INVESTIGATION	846.55
	AMAZON CAPITAL	PD WHITEBOARDS FOR MCC	CAPITAL EXPENDITURES	853.30
156341	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.13
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	147.53
156342	ASPECT CONSULTING	SOURCE CONTROL ORDINANCE	STORM DRAINAGE	1,456.00
	ASPECT CONSULTING		STORM DRAINAGE	1,610.00
156343	BACKFLOW PARTS	PARTS FOR HYDRANT PROGRAM	WATER/SEWER OPERATION	-522.23
	BACKFLOW PARTS		WATER CROSS CNTL	6,077.89
156344	BALL, CYNTHIA	UB REFUND	WATER/SEWER OPERATION	278.92
156345	BENEFIT COORDINATORS	JULY 2022 MED/VISION/DENT PREMIUMS	MEDICAL CLAIMS	154,694.34
156346	BICKFORD FORD	MOULDING FOR FLEET INVENTORY	ER&R	189.02
	BICKFORD FORD	FLEET INVENTORY PARTS	ER&R	1,015.40
156347	BILLIEU, JARED	DOT PHYSICAL EXAM	STORM DRAINAGE	125.00
156348	BILLING DOCUMENT SPE	TRANSACTION FEE 5 MAY 2022	UTILITY BILLING	2,252.05

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156348	BILLING DOCUMENT SPE	BILL PRINTING 5/17 TO 5/31/22	UTILITY BILLING	5,691.73
156349	BOTESCH, NASH & HALL	ARCHITECTURAL DESIGN	GMA-PARKS	2,221.25
156350	BOURBONNAIS, JESSE	UB REFUND	WATER/SEWER OPERATION	9.39
156351	BOYS & GIRLS CLUBS	CDBG - MARYSVILLE CAPITAL PROJECT	COMMUNITY	47,100.00
156352	BRANOM INSTRUMENT CO	STORMWATER PUMP	STORM DRAINAGE	714.19
156353	BRIM TRACTOR	CREDIT FOR #SM09182	EQUIPMENT RENTAL	-35.78
	BRIM TRACTOR	DIAGNOSE/REPAIRS FOR #H018	EQUIPMENT RENTAL	1,110.94
156354	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GMA - STREET	87.90
156355	BUTTS, MELISSA & DOU	UB REFUND	WATER/SEWER OPERATION	225.98
156356	CAMPBELL, KATRINA &		GARBAGE	46.53
156357	CASCADE MACHINERY	INSTALL/PROGRAM DISPLAY	WASTE WATER TREATMENT	1,302.10
	CASCADE MACHINERY	INSTALL/PROGRAM DISPLAY	WASTE WATER TREATMENT	1,902.39
156358	CNR INC	6970 CONFERENCE PHONE	IS REPLACEMENT ACCOUNTS	595.46
	CNR INC	PHONE SYSTEM UPGRADE	COMPUTER SERVICES	10,408.86
156359	COASTAL FARM & HOME	UNIFORM - HAVELLANA	SOLID WASTE OPERATIONS	96.24
	COASTAL FARM & HOME	UNIFORM - BUELL	UTIL ADMIN	138.25
156360	COMCAST	ACCT #8498310021752089	CAPITAL EXPENDITURES	1,524.51
156361	COOPER, MILES	REFUND - PICKLEBALL	PARKS-RECREATION	85.00
156362	COPIERS NORTHWEST	CANON PRINTER/COPIER	PROPERTY TASK FORCE	44.15
	COPIERS NORTHWEST		PROBATION	95.72
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTILITY BILLING	126.63
	COPIERS NORTHWEST		CITY CLERK	141.24
	COPIERS NORTHWEST		FINANCE-GENL	141.24
	COPIERS NORTHWEST		LEGAL - PROSECUTION	145.59
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.76
	COPIERS NORTHWEST		ENGR-GENL	159.66
	COPIERS NORTHWEST		EXECUTIVE ADMIN	184.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.89
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.88
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		POLICE PATROL	286.34
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	313.64
	COPIERS NORTHWEST	PRINTER RELOCATION TO MCC	CAPITAL EXPENDITURES	333.67
	COPIERS NORTHWEST	CANON PRINTER/COPIER	PARK & RECREATION FAC	344.49
	COPIERS NORTHWEST		UTIL ADMIN	387.41
	COPIERS NORTHWEST		COMMUNITY	472.52
	COPIERS NORTHWEST		OFFICE OPERATIONS	752.35
156363	CRIMINAL JUSTICE	ACADEMY LIFFRIG	POLICE TRAINING-FIREARMS	4,431.00
	CRIMINAL JUSTICE	ACADEMY BLAKE AND HERRERA	POLICE TRAINING-FIREARMS	8,862.00
156364	DELL	MICRO PC FOR CAMERA SYSTEM	CAPITAL EXPENDITURES	869.74
	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	2,199.16
	DELL	DELL LAPTOP	GENERAL	2,546.55
	DELL	MONITORS	POLICE PATROL	4,440.00
156365	DESIGNER STUDIO	SPECIAL EVENT PHOTOGRAPHER	RECREATION SERVICES	2,769.30
156366	DETROIT INDUSTRIAL T	DIAMOND BLADE	GENERAL FUND	-29.26
	DETROIT INDUSTRIAL T		SIDEWALK MAINTENANCE	340.51
156367	DICKS TOWING	TOWING #P159	EQUIPMENT RENTAL	103.38
	DICKS TOWING	TOWING 22-25304	POLICE PATROL	103.38
	DICKS TOWING	RV DISPOSAL	POLICE PATROL	1,318.47
	DICKS TOWING		POLICE PATROL	1,326.13
	DICKS TOWING		POLICE PATROL	1,572.28
156368	DLT SOLUTIONS	SECURITY EXPLORER RENEWAL	COMPUTER SERVICES	221.15
156369	DOBBS PETERBILT	REPAIRS #J024	EQUIPMENT RENTAL	4,539.69
156370	E&E LUMBER	CREDIT FOR INVOICE #183913	WATER DIST MAINS	-0.32
	E&E LUMBER	FASTENERS FOR MCC	CAPITAL EXPENDITURES	9.63
	E&E LUMBER	ITEMS SUNNYSIDE WTP/VINEGAR	SUNNYSIDE FILTRATION	10.04
	E&E LUMBER	SUPPLIES	POLICE PATROL	10.27

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

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156370	E&E LUMBER	BRAID FLEX	PARK & RECREATION FAC	10.49
	E&E LUMBER	FASTENERS FOR MCC	CAPITAL EXPENDITURES	14.77
	E&E LUMBER	PARTS FOR FUEL CAN REPAIR	WATER DIST MAINS	16.79
	E&E LUMBER	REPAIR ITEMS SUNNYSIDE WTP/VINEGAR	SUNNYSIDE FILTRATION	23.59
	E&E LUMBER	CORNER BRACE FOR MCC	CAPITAL EXPENDITURES	32.69
	E&E LUMBER	PARTS FOR COLLECTOR CLEANING M031	SOURCE OF SUPPLY	35.02
	E&E LUMBER	PAINT	POLICE PATROL	35.14
	E&E LUMBER	SUPPLIES	POLICE INVESTIGATION	37.84
	E&E LUMBER	REPAIR TOOLS FOR MCC	CAPITAL EXPENDITURES	38.94
	E&E LUMBER	REPAIR ITEMS FOR CIVIC CAMPUS	CAPITAL EXPENDITURES	61.37
	E&E LUMBER	PARTS FOR PARKS WATER TRUCK	SMALL ENGINE SHOP	73.80
	E&E LUMBER	DOUGLAS FIR - LUMBER	SIDEWALK MAINTENANCE	113.98
	E&E LUMBER	HOSE/HOSE Y SHUT OFF	PARK & RECREATION FAC	180.46
	E&E LUMBER	REPAIR ITEMS SUNNYSIDE WTP/VINEGAR	SUNNYSIDE FILTRATION	192.75
156371	EAST JORDAN IRON WOR	2022 HYDRANT REPLACEMENT	WATER CAPITAL PROJECTS	18,907.03
156372	EMERALD SERVICES INC	SHOP WASTE OIL DISPOSAL	EQUIPMENT RENTAL	524.14
156373	ESTATE OF ROGER CAST	UB REFUND	WATER/SEWER OPERATION	110.72
156374	EVERETT STAMP WORKS	STAMPERS	OFFICE OPERATIONS	66.57
156375	FIFE WATER SERVICES	MICROSCOPIC EVALUATION REPORT	WASTE WATER TREATMENT	350.00
156376	FOOT WORKS	INSTRUCTOR SERVICE	RECREATION SERVICES	280.00
156377	FRITZLER, MARK & BEC	UB REFUND	WATER/SEWER OPERATION	303.73
156378	GARMIRE IRON WORKS	ANCHOR BOLT KIT	STREET LIGHTING	492.30
156379	GENERAL EQUIPMENT	65 GALLON GARBAGE TOTERS	SOLID WASTE OPERATIONS	19,527.90
156380	GENUINE AUTO GLASS	REAR GLASS REPLACEMENT #J014	EQUIPMENT RENTAL	382.90
	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT #P166	EQUIPMENT RENTAL	437.60
	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT #P193	EQUIPMENT RENTAL	437.60
156381	GEOTEST SERVICES INC	WORK PERFORMED THROUGH 5/29/22	GMA-PARKS	6,983.00
156382	GIBSON, BRIAN	UB REFUND	WATER/SEWER OPERATION	225.22
156383	GOVCONNECTION INC	IPHONE/IPAD LICENSING	CITY CLERK	25.44
	GOVCONNECTION INC		CRIME PREVENTION	25.44
	GOVCONNECTION INC		PROPERTY TASK FORCE	25.44
	GOVCONNECTION INC		PARK & RECREATION FAC	25.44
	GOVCONNECTION INC		UTILITY BILLING	25.44
	GOVCONNECTION INC		EQUIPMENT RENTAL	25.44
	GOVCONNECTION INC		FACILITY MAINTENANCE	25.44
	GOVCONNECTION INC		CUSTODIAL SERVICES	25.44
	GOVCONNECTION INC		FINANCE-GENL	50.88
	GOVCONNECTION INC		YOUTH SERVICES	50.88
	GOVCONNECTION INC		WATER QUAL TREATMENT	50.88
	GOVCONNECTION INC		PERSONNEL ADMINISTRATION	76.32
	GOVCONNECTION INC		SOLID WASTE CUSTOMER	76.32
	GOVCONNECTION INC		OFFICE OPERATIONS	101.76
	GOVCONNECTION INC		RECREATION SERVICES	101.76
	GOVCONNECTION INC		LEGAL-GENL	101.76
	GOVCONNECTION INC		MUNICIPAL COURTS	127.20
	GOVCONNECTION INC		COMMUNITY SERVICES UNIT	127.20
	GOVCONNECTION INC		CITY COUNCIL	152.64
	GOVCONNECTION INC		LEGAL - PROSECUTION	152.64
	GOVCONNECTION INC		GENERAL	152.64
	GOVCONNECTION INC		STORM DRAINAGE	152.64
	GOVCONNECTION INC		COMMUNITY	178.08
	GOVCONNECTION INC		WASTE WATER TREATMENT	178.08
	GOVCONNECTION INC		EXECUTIVE ADMIN	254.40
	GOVCONNECTION INC		POLICE INVESTIGATION	254.40
	GOVCONNECTION INC		DETENTION & CORRECTION	254.40
	GOVCONNECTION INC		POLICE ADMINISTRATION	381.60
	GOVCONNECTION INC		UTIL ADMIN	432.48
	GOVCONNECTION INC		COMPUTER SERVICES	435.08

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156383	GOVCONNECTION INC	DESKTOP SCANNER	OFFICE OPERATIONS	514.18
	GOVCONNECTION INC	IPHONE/IPAD LICENSING	ENGR-GENL	686.88
	GOVCONNECTION INC		POLICE PATROL	1,246.56
	GOVCONNECTION INC	SURFACE PRO 8	IS REPLACEMENT ACCOUNTS	1,671.12
156384	GRAINGER	METERING VALVE ASSEMBLY ACORN	PARK & RECREATION FAC	238.43
156385	GRANITE CONST	ASPHALT	WATER SERVICE INSTALL	477.32
156386	GREENHALGH, KIRK	UB REFUND	GARBAGE	214.78
156387	GREENSHIELDS INDS	SWIVEL FITTING, ADAPTER #560	EQUIPMENT RENTAL	22.06
156388	HAZEN, DANIEL EDWARD	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	100.00
156389	HD FOWLER COMPANY	ROUND VALVE BOX/LID	PARK & RECREATION FAC	20.45
	HD FOWLER COMPANY	PVC PIPE	WASTE WATER TREATMENT	159.73
	HD FOWLER COMPANY	SUMP PUMP	WATER DIST MAINS	241.70
	HD FOWLER COMPANY	PARTS FOR HYDRANT METER	WATER CROSS CNTL	1,134.26
	HD FOWLER COMPANY	STAINLESS STEEL ECLIPSE	WATER DIST MAINS	2,570.40
156390	HOISINGTON, KENNETH	UB REFUND	WATER/SEWER OPERATION	122.06
156391	HOME DEPOT USA	MCC DISPENSERS SOAP REFILL	CUSTODIAL SERVICES	83.89
	HOME DEPOT USA	FIRST AID KIT - INVENTORY	ER&R	138.11
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	319.01
156392	HONLE UV AMERICA	UV SENSOR WINDOW	WATER/SEWER OPERATION	-57.53
	HONLE UV AMERICA		PUMPING PLANT	669.53
156393	HWA GEOSCIENCES	PROFESSIONAL SERVICES	GENL GVRNMNT SERVICES	2,725.00
156394	INTERSTATE BATTERY	BATTERIES FOR INVENTORY	ER&R	248.29
156395	J & B TOOLS, LLC	SMALL TOOLS FOR SHOP	EQUIPMENT RENTAL	77.59
	J & B TOOLS, LLC		EQUIPMENT RENTAL	386.03
	J & B TOOLS, LLC	SOCK-A-SOCKET	EQUIPMENT RENTAL	658.14
156396	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	17.10
	J2 CLOUD SERVICES		LEGAL-GENL	17.10
	J2 CLOUD SERVICES		WATER DIST MAINS	34.20
	J2 CLOUD SERVICES		UTILITY BILLING	34.20
	J2 CLOUD SERVICES		CITY CLERK	34.20
	J2 CLOUD SERVICES		COMMUNITY	34.20
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	34.20
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	34.20
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	34.20
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	34.20
	J2 CLOUD SERVICES		RECREATION SERVICES	34.20
	J2 CLOUD SERVICES		POLICE INVESTIGATION	34.20
	J2 CLOUD SERVICES		MUNICIPAL COURTS	34.20
	J2 CLOUD SERVICES		DETENTION & CORRECTION	34.20
	J2 CLOUD SERVICES		PROBATION	34.20
	J2 CLOUD SERVICES		FINANCE-GENL	34.20
	J2 CLOUD SERVICES		UTIL ADMIN	34.20
	J2 CLOUD SERVICES		ENGR-GENL	34.20
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	34.20
	J2 CLOUD SERVICES		COMPUTER SERVICES	34.24
	J2 CLOUD SERVICES		OFFICE OPERATIONS	68.41
	J2 CLOUD SERVICES		MUNICIPAL COURTS	102.61
156397	JOHNSON, AARON	INSTRUCTOR SERVICES	RECREATION SERVICES	324.00
156398	KAISER PERMANENTE	HEARING SCREENING TEST	TRANSPORTATION	40.00
156399	KITSAP TRACTOR	PARTS FOR MOWER #W019	SMALL ENGINE SHOP	673.19
156400	KLOSTER, KARL	UB REFUND	WATER/SEWER OPERATION	45.72
156401	KNOX, GREG & DENA		WATER/SEWER OPERATION	237.21
156402	LANG, HELEN L		WATER/SEWER OPERATION	192.98
156403	LANGUAGE LINE	TRANSLATION CHARGES	DETENTION & CORRECTION	1,919.71
156404	LARSON, MERCEDES	REFUND PERMIT CHARGES WEDDING	GENERAL FUND	250.00
156405	LASTING IMPRESSIONS	ATHLETIC CAMP SUPPLIES	RECREATION SERVICES	428.50
156406	LENNAR NORTHWEST INC	UB REFUND 3760 79TH DR NE	WATER/SEWER OPERATION	539.14
156407	LENNAR NORTHWEST INC	UB REFUND 3852107TH AVE NE	WATER/SEWER OPERATION	574.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156408	LOGSDON, TERESA	UB REFUND	WATER/SEWER OPERATION	114.70
156409	LOWES HIW INC	WRENCH/SOCKET SETS, HOSE	WATER CROSS CNTL	91.32
	LOWES HIW INC	COPPER ADAPTER	WATER RESERVOIRS	96.68
	LOWES HIW INC	PUMP REPLACEMENT PARTS	SUNNYSIDE FILTRATION	226.93
	LOWES HIW INC	DEWALT/KOBALT IMPACT SOCKET	WATER DIST MAINS	419.48
156410	MARYFEST	REFUND PERMIT RENTAL	GENERAL FUND	500.00
156411	MARYSVILLE AWARDS	PLANNING COMMISSION NAME PLATE	COMMUNITY	24.62
156412	MARYSVILLE SCHOOL	PINEWOOD ELEM/DEC 8 & 15, 2021	RECREATION SERVICES	12.00
	MARYSVILLE SCHOOL	TOUCH-A-TRUCK MAY 2022	RECREATION SERVICES	21.00
	MARYSVILLE SCHOOL	KELLOGG MARSHALL ELEM/DEC 2021	RECREATION SERVICES	24.00
	MARYSVILLE SCHOOL	MARSHALL ELEMENTARY/DEC 2021 - BB	RECREATION SERVICES	24.00
	MARYSVILLE SCHOOL	PINEWOOD ELEM/FEB 2022	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	PINEWOOD ELEM/JAN 2022	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	TOTEM CS/FEB 2022	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	TOTEM MS/DEC 2021	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/MAR 1 & 2	RECREATION SERVICES	36.00
	MARYSVILLE SCHOOL	LIBERTY ELEM/DEC 2021	RECREATION SERVICES	36.00
	MARYSVILLE SCHOOL	QUIL CEDA/DEC 2021	RECREATION SERVICES	36.00
	MARYSVILLE SCHOOL	TOTEM MS/JAN 2022	RECREATION SERVICES	42.00
	MARYSVILLE SCHOOL	CEDARCREST MS - SPORTS CAMP	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	KELLOGG MARSH ELEM/JAN 2022	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	MARSHALL ELEM/FEB 2022	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	MARSHALL ELEM/JAN 2022	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	MMS/DEC 2021 BB	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	SHOULTES ELEMENTARY/DEC 2021	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	KELLOGG MARSH ELEM/FEB 2022	RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL	GROVE ELEMENTARY/DEC 2021	RECREATION SERVICES	60.00
	MARYSVILLE SCHOOL	LIBERTY ELEM/FEB 2022	RECREATION SERVICES	60.00
	MARYSVILLE SCHOOL	ALLEN CREEK/DEC 2021 - BB	RECREATION SERVICES	78.00
	MARYSVILLE SCHOOL	LIBERTY ELEM/JAN 2022	RECREATION SERVICES	78.00
	MARYSVILLE SCHOOL	QUIL CEDA ELEM/JAN 2022	RECREATION SERVICES	78.00
	MARYSVILLE SCHOOL	TOTEM MS-BB JAN 2022	RECREATION SERVICES	87.50
	MARYSVILLE SCHOOL	MMS/FEB 2022	RECREATION SERVICES	102.00
	MARYSVILLE SCHOOL	SHOULTES ELEM/JAN 2022	RECREATION SERVICES	102.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/FEB 2022	RECREATION SERVICES	108.00
	MARYSVILLE SCHOOL	GROVE ELEM/JAN 2022	RECREATION SERVICES	114.00
	MARYSVILLE SCHOOL	LIBERTY ELEM/JAN 29, 2022	RECREATION SERVICES	122.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/JAN 2022	RECREATION SERVICES	126.00
	MARYSVILLE SCHOOL	GROVE ELEM/FEB 2022	RECREATION SERVICES	132.00
	MARYSVILLE SCHOOL	MMS/JAN 2022	RECREATION SERVICES	132.00
	MARYSVILLE SCHOOL	QUIL CEDA ELEM/FEB 2022	RECREATION SERVICES	144.00
	MARYSVILLE SCHOOL	SHOULTES ELEM/FEB 2022	RECREATION SERVICES	156.00
	MARYSVILLE SCHOOL	CEDARCREST/MAR 5 & 12	RECREATION SERVICES	187.00
	MARYSVILLE SCHOOL	MMS/MAR 5 & 12, 2022	RECREATION SERVICES	214.00
	MARYSVILLE SCHOOL	QUIL CEDA ELEM/MAR 5 & 12, 2022	RECREATION SERVICES	214.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/MAR 2022	RECREATION SERVICES	226.00
	MARYSVILLE SCHOOL	ALLEN CREEK/DEC 4 & 11, 2021 - BB	RECREATION SERVICES	268.00
	MARYSVILLE SCHOOL	DEC 4 & 11, 2021 - BB	RECREATION SERVICES	268.00
	MARYSVILLE SCHOOL	MMS/ DEC 4, 11, 2021 BB	RECREATION SERVICES	268.00
	MARYSVILLE SCHOOL	QUIL CEDA/DEC 4 & 11, 2021 - BB	RECREATION SERVICES	268.00
	MARYSVILLE SCHOOL	MMS/FEB 2022	RECREATION SERVICES	315.00
	MARYSVILLE SCHOOL	QUIL CEDA ELEM/FEB 2022	RECREATION SERVICES	315.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/JAN 2022	RECREATION SERVICES	321.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/FEB 2022	RECREATION SERVICES	327.00
	MARYSVILLE SCHOOL	CEDARCREST MS/FEB 2022	RECREATION SERVICES	374.00
	MARYSVILLE SCHOOL	QUIL CEDA ELEM/JAN 2022	RECREATION SERVICES	404.00
	MARYSVILLE SCHOOL	CEDARCREST MS/JAN 2022	RECREATION SERVICES	407.00
	MARYSVILLE SCHOOL	MMS/JAN 2022 Item 5 - 6	RECREATION SERVICES	422.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156413	MARYSVILLE, CITY OF	UTILITY SERVICE	GOLF ADMINISTRATION	296.16
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	1,239.86
156414	MCKESSON MEDICAL	CREDIT FOR INVOICE 19202206	DETENTION & CORRECTION	-419.70
	MCKESSON MEDICAL	NURSE SUPPLIES	DETENTION & CORRECTION	6,522.21
156415	MCLOUGHLIN & EARDLEY	LIGHT BAR STROBE BULB - INVENTORY	ER&R	308.53
	MCLOUGHLIN & EARDLEY	AMBER LED LIGHT - INVENTORY	ER&R	1,001.75
156416	MCMaster-CARR	PLUMBING REPAIR ITEMS	WASTE WATER TREATMENT	640.29
156417	MENZER, NICHOLE & KU	UB REFUND	WATER/SEWER OPERATION	454.05
156418	MINIS, CHARLENE	REFUND - PICKLEBALL	PARKS-RECREATION	35.00
	MINIS, CHARLENE		PARKS-RECREATION	35.00
156419	MIRZOYEV, OXANA	REFUND DAY CAMP	PARKS-RECREATION	140.00
156420	MISSAGGIA, SALLY	PARTIAL RECONVEYANCE	GMA - STREET	26,247.00
156421	MORSE WATCHMANS	KEYRINGS	DETENTION & CORRECTION	371.97
156422	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	27.41
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	27.41
	MOUNTAIN MIST		SEWER MAIN COLLECTION	27.41
156423	MULLIGAN, MARVIN & C	UB REFUND	WATER/SEWER OPERATION	120.29
156424	NAPA AUTO PARTS	HEATER CORE ASSEMBLY #433	EQUIPMENT RENTAL	42.43
	NAPA AUTO PARTS	DRIVE BALT #560	EQUIPMENT RENTAL	103.40
	NAPA AUTO PARTS	AIR/TRANSMISSION FILTERS - INVENTORY	ER&R	232.46
156425	NEBEL, KRISTINE	SOUNDS OF SUMMER CONCERT	RECREATION SERVICES	500.00
156426	NEUMANN, MAXWELL	UB REFUND	WATER/SEWER OPERATION	203.53
156427	NEW RESTORATION	CCTV EXISTING SEWER SERVICE	SEWER MAIN COLLECTION	1,274.51
156428	NORTH SOUND HOSE	MALE PIPE SWEDGE FITTING	STORM DRAINAGE	32.52
156429	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	840.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	3,492.05
156430	NORTHWESTERN AUTO	REPAIR PARTS #P146	EQUIPMENT RENTAL	927.06
156431	NW ASSESSMENT SERVIC	WELLNESS SERVICES	POLICE ADMINISTRATION	1,650.00
156432	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	22.25
	ODP BUSINESS SOLUTIO	TONER	POLICE ADMINISTRATION	112.42
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	COMMUNITY	138.51
	ODP BUSINESS SOLUTIO	PD WHITEBOARD FOR MCC	CAPITAL EXPENDITURES	194.72
	ODP BUSINESS SOLUTIO		CAPITAL EXPENDITURES	339.12
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE ADMINISTRATION	366.54
156433	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,655.40
156434	OREILLY AUTO PARTS	AIR FILTER #H011	EQUIPMENT RENTAL	19.35
	OREILLY AUTO PARTS	AIR FILTER #H015	EQUIPMENT RENTAL	43.61
156435	PACIFIC NW SCALE	SCALE SERVICE	OFFICE OPERATIONS	355.55
156436	PACIFIC POWER BATTER	BATTERIES	MAINT OF GENL PLANT	78.64
	PACIFIC POWER BATTER		WASTE WATER TREATMENT	78.65
	PACIFIC POWER BATTER	CHARGERS	WATER RESERVOIRS	316.51
156437	PACIFIC TOPSOILS	3 WAY MIX	PARK & RECREATION FAC	48.47
	PACIFIC TOPSOILS		PARK & RECREATION FAC	48.47
	PACIFIC TOPSOILS		PARK & RECREATION FAC	48.47
	PACIFIC TOPSOILS		PARK & RECREATION FAC	48.47
	PACIFIC TOPSOILS	SUPREME MIX	PARK & RECREATION FAC	52.86
156438	PENWAY LTD	LAND USE SIGNAGE	COMMUNITY	1,407.32
156439	PETROCARD SYSTEMS	CREDIT OREGON FIRE MARSHALL FEE	MAINT OF EQUIPMENT	-20.00
	PETROCARD SYSTEMS	FUEL CONSUMED	SMALL ENGINE SHOP	59.83
	PETROCARD SYSTEMS		STORM DRAINAGE	70.75
	PETROCARD SYSTEMS		COMPUTER SERVICES	91.18
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	98.76
	PETROCARD SYSTEMS		ENGR-GENL	139.80
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	267.37
	PETROCARD SYSTEMS		COMMUNITY	323.04
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	571.59
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,746.84
	PETROCARD SYSTEMS		GENERAL	4,168.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156439	PETROCARD SYSTEMS	FUEL CONSUMED	MAINT OF EQUIPMENT	7,496.14
	PETROCARD SYSTEMS		POLICE PATROL	13,094.85
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	13,905.57
156440	PETTY CASH-COMM DEV	PETTY CASH - CD	COMMUNITY	6.53
	PETTY CASH-COMM DEV		COMMUNITY	12.88
156441	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	MAINTENANCE	15.32
	PGC INTERBAY LLC		MAINTENANCE	17.24
	PGC INTERBAY LLC		MAINTENANCE	57.82
	PGC INTERBAY LLC		MAINTENANCE	110.47
	PGC INTERBAY LLC		PRO-SHOP	134.71
	PGC INTERBAY LLC		PRO-SHOP	148.03
	PGC INTERBAY LLC		PRO-SHOP	203.60
	PGC INTERBAY LLC		MAINTENANCE	254.48
	PGC INTERBAY LLC		PRO-SHOP	951.04
	PGC INTERBAY LLC		MAINTENANCE	1,494.84
	PGC INTERBAY LLC		PRO-SHOP	1,580.93
	PGC INTERBAY LLC		MAINTENANCE	1,960.30
	PGC INTERBAY LLC		MAINTENANCE	2,799.11
	PGC INTERBAY LLC		GOLF COURSE	8,185.04
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	PRO-SHOP	12,625.59
	PGC INTERBAY LLC		MAINTENANCE	14,484.39
156442	PLATT ELECTRIC	SMALL SCREWDRIVER	WASTE WATER TREATMENT	7.89
	PLATT ELECTRIC	BREAKER FOR BANNER WIRELESS	STORM DRAINAGE	14.03
	PLATT ELECTRIC	CONDUIT, BOXES COVERS	CAPITAL EXPENDITURES	108.01
	PLATT ELECTRIC	BREAKERS FOR STOCK	SEWER LIFT STATION	109.65
	PLATT ELECTRIC		SOURCE OF SUPPLY	109.66
	PLATT ELECTRIC	DEEP, SPRING NUT, HOLE CORNER	SUNNYSIDE FILTRATION	461.30
	PLATT ELECTRIC	SENSORS FOR GENERATOR DOORS	SOURCE OF SUPPLY	954.03
	PLATT ELECTRIC		SEWER LIFT STATION	954.03
156443	POSTAL SERVICE	POSTAGE PD	POLICE PATROL	2,500.00
156444	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	108.00
156445	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	9,512.04
156446	PROFORCE LAW ENFORC	WEAPON SUPPLIES	POLICE TRAINING-FIREARMS	837.23
156447	PROTOCOL PLUMBING	LABOR - KITCHEN REPAIR	OPERA HOUSE	273.45
156448	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	61.94
	PUD	ACCT #201225067	PARK & RECREATION FAC	130.17
156449	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202499489	COMMUNITY EVENTS	20.57
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #202031134	PUMPING PLANT	22.26
	PUD	ACCT #201672136	SEWER LIFT STATION	23.67
	PUD	ACCT #202012589	PARK & RECREATION FAC	26.82
	PUD	ACCT #201065281	PARK & RECREATION FAC	29.17
	PUD	ACCT #202476438	SEWER LIFT STATION	30.51
	PUD	ACCT #202178158	SEWER LIFT STATION	32.79
	PUD	ACCT #201668043	PARK & RECREATION FAC	35.01
	PUD	ACCT #200650745	TRANSPORTATION	36.65
	PUD	ACCT #202694337	TRANSPORTATION	38.77
	PUD	ACCT #203005160	STREET LIGHTING	45.39
	PUD	ACCT #220792733	STREET LIGHTING	46.28
	PUD	ACCT #200571842	TRANSPORTATION	51.19
	PUD	ACCT #202368544	TRANSPORTATION	53.50
	PUD	ACCT #202557450	STREET LIGHTING	55.37
	PUD	ACCT #203430897	STREET LIGHTING	55.61
	PUD	ACCT #200827277	TRANSPORTATION	56.59
	PUD	ACCT #220761803	OPERA HOUSE	65.11
	PUD	ACCT #202143111	TRANSPORTATION	65.34
	PUD	ACCT #203231006	TRANSPORTATION	78.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156449	PUD	ACCT #200084036	TRANSPORTATION	82.89
	PUD	ACCT #202463543	SEWER LIFT STATION	103.26
	PUD	ACCT #202368551	PARK & RECREATION FAC	108.06
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	112.34
	PUD	ACCT #202000329	PARK & RECREATION FAC	112.49
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	147.15
	PUD	ACCT #203223458	PARK & RECREATION FAC	148.32
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	169.82
	PUD	ACCT #200625382	SEWER LIFT STATION	187.22
	PUD	ACCT #200070449	TRANSPORTATION	191.08
	PUD	ACCT #200223857	PARK & RECREATION FAC	199.09
	PUD	ACCT #201021698	PARK & RECREATION FAC	221.95
	PUD	ACCT #201021607	PARK & RECREATION FAC	224.11
	PUD	ACCT #201247699	STREET LIGHTING	237.36
	PUD	ACCT #220761175	OPERA HOUSE	243.18
	PUD	ACCT #201147253	PUMPING PLANT	296.68
	PUD	ACCT #200303477	WATER FILTRATION PLANT	337.28
	PUD	ACCT #220824148	WASTE WATER TREATMENT	491.27
	PUD	ACCT #202689287	WASTE WATER TREATMENT	778.19
	PUD	ACCT #200586485	SEWER LIFT STATION	977.90
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,217.46
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,814.03
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	2,864.24
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	5,010.05
	PUD	ACCT #201577921	PUMPING PLANT	5,046.29
	PUD	ACCT #202075008	WASTE WATER TREATMENT	7,424.21
	PUD	ACCT #201420635	WASTE WATER TREATMENT	12,432.65
	PUD	ACCT #201721180	WASTE WATER TREATMENT	17,893.43
156450	R TRANSPORT, INC.	STREET SWEEPING	STORM DRAINAGE	911.63
156451	RAINIER ENVIRONMENT	CHRONIC/ACUTE TOXICITY TESTING	WASTE WATER TREATMENT	4,050.00
156452	RANSOPHER, SCOTT	UB REFUND	WATER/SEWER OPERATION	19.62
156453	REGIONAL DISPOSAL	STREET SWEEPING DISPOSAL	STORM DRAINAGE	4,548.97
156454	SAFEGWAY INC.	CREDIT FOR TACO LUNCH	MEDICAL CLAIMS	-29.95
	SAFEGWAY INC.	ITEMS FOR TACO LUNCH	MEDICAL CLAIMS	77.17
156455	SATTLER, DAVID & KIM	UB REFUND	WATER/SEWER OPERATION	27.82
156456	SATTLER, DAVID & KIM		GARBAGE	111.37
156457	SCORE	SCORE MAY HOUSING	DETENTION & CORRECTION	15,794.12
156458	SEATTLE PUMP & EQUIP	MANHOLE ROLLER GUIDE	SEWER MAIN COLLECTION	777.67
156459	SECURITY CONTRACTOR	PANELS, BLOCKS AND CLAMPS	GMA-PARKS	492.30
	SECURITY CONTRACTOR	PANELS, BLOCKS, CLAMPS, GATE WHEELS	GMA-PARKS	607.18
156460	SISKUN POWER EQUIPME	AIR FILTERS, BASE PLATE	SMALL ENGINE SHOP	159.11
	SISKUN POWER EQUIPME	ENGINE OIL, O-RING KIT, NOZZLE SET	PARK & RECREATION FAC	440.77
156461	SIX ROBBLEES INC	TRAILER DOOR CAM LATCH KIT #F020	EQUIPMENT RENTAL	131.22
156462	SONITROL	MONITORING	COURT FACILITIES	47.50
	SONITROL		NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PUBLIC SAFETY BLDG	250.22
	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
156463	SOUND PUBLISHING	PUBLISH BID	GMA - STREET	320.28
156464	SOUND SAFETY	UNIFORM - NORSBY	FACILITY MAINTENANCE	69.22
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	815.60
156465	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	20.69

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156465	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	76.65
156466	STERICYCLE, INC.	SHREDDING	POLICE PATROL	54.72
156467	STUFLICK, WILL	TRAVEL	EXECUTIVE ADMIN	207.43
156468	SUBURBAN PROPANE	TANK RENTAL	PARK & RECREATION FAC	65.64
156469	SUNBELT RENTALS	TRACTOR RENTAL	PARK & RECREATION FAC	620.13
156470	TAYLOR, CHRISTINE	UB REFUND	WATER/SEWER OPERATION	323.20
156471	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	3,203.75
156472	UNIVERSAL FIELD	SERVICE PROVIDED MAY 2022	GMA - STREET	125.98
156473	VERIZON	VERIZON WIRELESS SERVICE	SEWER MAIN COLLECTION	25.49
	VERIZON		PURCHASING/CENTRAL	25.49
	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		EQUIPMENT RENTAL	92.84
	VERIZON		PERSONNEL ADMINISTRATION	125.58
	VERIZON		UTILITY BILLING	133.04
	VERIZON		CUSTODIAL SERVICES	143.82
	VERIZON		WATER QUAL TREATMENT	149.22
	VERIZON		TRANSPORTATION	200.13
	VERIZON		SEWER LIFT STATION	200.13
	VERIZON		OFFICE OPERATIONS	215.32
	VERIZON		RECREATION SERVICES	225.69
	VERIZON		PARK & RECREATION FAC	245.78
	VERIZON		COMMUNITY SERVICES UNIT	254.31
	VERIZON		LEGAL - PROSECUTION	261.16
	VERIZON		LEGAL-GENL	284.66
	VERIZON		MUNICIPAL COURTS	289.41
	VERIZON		WATER SUPPLY MAINS	360.15
	VERIZON		SOLID WASTE CUSTOMER	385.48
	VERIZON		EXECUTIVE ADMIN	415.46
	VERIZON		POLICE INVESTIGATION	439.56
	VERIZON		DETENTION & CORRECTION	458.61
	VERIZON		COMMUNITY	493.77
	VERIZON		COMPUTER SERVICES	612.53
	VERIZON		WASTE WATER TREATMENT	635.35
	VERIZON		STORM DRAINAGE	693.29
	VERIZON		POLICE ADMINISTRATION	713.82
	VERIZON		GENERAL	999.32
	VERIZON		UTIL ADMIN	1,850.95
	VERIZON		POLICE PATROL	2,252.20
	VERIZON		ENGR-GENL	2,558.40
156474	VIDAL, JOHN & ROBERT	UB REFUND	GARBAGE	485.11
156475	WA CITY MANAGEMENT	MEMBERSHIP DUE - HIRASHIMA	EXECUTIVE ADMIN	315.00
156476	WARREN, DEAN	UB REFUND	WATER/SEWER OPERATION	83.45
156477	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	38.30
156478	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	37.40
	WAXIE SANITARY SUPPL	GRIP-N-GRAB	PARK & RECREATION FAC	172.41
	WAXIE SANITARY SUPPL	BLACK MAX	PARK & RECREATION FAC	1,011.38
156479	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	385.64
	WEST PAYMENT CENTER	CHARGES 5/1 TO 5/31/22	LEGAL-GENL	400.64
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	400.64
156480	WESTERN DISPLAY	FIREWORKS SHOW 2022	COMMUNITY EVENTS	10,500.00
156481	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	1,197.47
156482	WESTERN GRAPHICS	GRAPHICS - #P209, P10, P211	EQUIPMENT RENTAL	2,765.01
156483	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	1,375.68
156484	WILEN, HAROLD & SUZA	UB REFUND Item 5 - 10	WATER/SEWER OPERATION	163.18

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/29/2022 TO 6/29/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
156485	YAKIMA COUNTY DOC	INMATE HOUSING FOR MAY 2022	DETENTION & CORRECTION	3,151.80
156486	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	56.16
156487	ZIPLY FIBER	TELEPHONE SERVICE - DEERING ACRES	PARK & RECREATION FAC	61.68
156488	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	75.73
156489	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	88.53
156490	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	111.04

WARRANT TOTAL: 919,929.50

TERESA LOGSDON	VOID	147672	CHECK LOST/DAMAGED	\$114.70
DEAN WARREN	VOID	150983	CHECK LOST/DAMAGED	\$83.45
PACIFIC POWER BATTERIES	VOID	154549	CHECK LOST/DAMAGED	\$473.80
SAFEWAY	VOID	156292	CHECK LOST/DAMAGED	\$77.17

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$919,180.38

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Contract Extension for Custody Medical Services	
PREPARED BY:	DIRECTOR APPROVAL:
Sergeant Chris Jones	
DEPARTMENT:	
Police – Jail	
ATTACHMENTS:	
Proposed contract extension	
BUDGET CODE:	AMOUNT:
Detention Professional Services #541000	Charged per patient seen
SUMMARY:	

This contract extension would be the third contract extension since June 2021. There was a six month contract extension in January 2022 extending the existing medical service contract until June 30th, 2022.

The current jail medical service contract with vendor, Rae Boyd APRN, BC, PLLC expires June 30th, 2022. We are now wanting to extend this contract, with minor changes in language based mainly in rate increases. The contract does include rate increases in costs of services provided. These rate increases are applicable costs due to the increase in costs of medical supplies, time in the jail facility for medical staff, to include exams and consultations, and expanded staff and duties. The rate increases of this contract are acceptable terms. This new contract will be effective until June 30th 2023.

The proposed contract extension would cover July 2022 through June 30th 2023. At that time, we are hoping to enter into an extended medical service contract for the new jail facility that would take us into 2024.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute; The extension of the existing medical service contract with Rae Boyd APRN, BC, PLLC, for the Marysville jail facility

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute _____.

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as The City of Marysville with a mailing address of 601 Delta Ave, Marysville, Washington, 98270 (“Client”)

AND

A business entity known as Rae Boyd APRN, BC, PLLC with a mailing address of 24115 145th Ave SE, Snohomish, Washington, 98296-6985 (“Contractor”).

WHEREAS the Client intends to pay the Contractor for services provided, effective July 1, 2022, under the following terms and conditions:

II. Services. The Contractor agrees to perform the following: Medical Services

Hereinafter known as the “Services”.

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

The Contractor shall be entitled to commissions based on: The Contractor will be paid \$200 per patient seen, \$250 per procedures performed such as incision and drainage, wound management, EKG, and suture removal and a charge of \$50 per phone consult. A Medication Assisted Treatment Program (MAT)/Medication for Opioid Disorder will be billed per patient seen at a rate of \$650. Charges may incur with unusual needs required for medical services. This will be negotiated prior to service required. The Contractor will administer MOUD everyday from 8pm to 9pm at a rate of \$200 per day for the first 20 patients then an additional \$150 for increments of 10 patients.

IV. Due Date. The Services provided by the Contractor shall begin on July 1, 2022 and end on June 30, 2023. All Services provided by the Contractor must be completed by June 30, 2023.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, personal supplies, personal equipment, operating business costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor. The Client will be responsible for medications, medical supplies, medical equipment, and fees incurred by the patient through other outside medical services necessary for the patient’s continuation of care.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor’s employees or contract personnel are, or shall be deemed, the Client’s employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VII. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be a minimum amount of combined single limit of \$1,000,000.00.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate on June 30, 2023.

In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. Option to Terminate. The Client and Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section XIV.

XVI. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a Washington state court.

XVIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

XX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. Negotiated cost will be confidential. The contractor will provide services until end of contract date. Contract can be terminated immediately if both parties agreeable.

XXIII. Governing Law. This Agreement shall be governed under the laws in the State of Washington.

XXIV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes

any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature *Rac Boyd* Date *6/29/22*

Print Name *Rac Boyd*

Index #11

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

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM: State Opioid Settlement	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The State of Washington has reached an agreement with the three distributors of opioid drugs for \$476 million. To participate in this settlement the City would need to approve a “Subdivision Settlement Participation Form.” The form does not obligate the City to pay any costs or attorney fees (these were dealt with separately by the state and distributors). At this time the manner in which the settlement funds will be distributed to participating local jurisdictions is being negotiated, but I expect it will be the same or similar as the “Washington One MOU” that Council previously approved.

RECOMMENDED ACTION:
Staff recommends Council consider approving the Subdivision Settlement Participation Form.

RECOMMENDED MOTION: I move to authorize the mayor to sign and execute the Subdivision Settlement Participation Form associated with the state’s settlement with the opioid distributors.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 (“*Distributors Washington Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 (“*Global Settlement*”) attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.
6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.
11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Update
Index #22

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/11/2022

AGENDA ITEM: Approval of Special Event Permit Application; Reset Church's "Community Event Under the Tent"	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Copy of informational flyer 2. Copy of site maps and layout diagrams. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

Reset Church has submitted an application to obtain a Special Event Permit to conduct **“Community Event Under the Tent”**, a free community event to be held on Wednesday, July 20th – Saturday, July 23rd at Asbery Field. This multi-church sponsored event will include music, messages of hope, and a free groceries and clothing giveaway. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

<p>RECOMMENDED ACTION: City staff recommends City Council approve the application for the Reset Church to conduct a special event on July 20 - 23, 2022, as requested by the applicant.</p>
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MARYSVILLE
WASHINGTON

SPECIAL EVENT PERMIT APPLICATION

Community Development Department • 80 Columbia Avenue • Marysville, WA 98270
(360) 363-8100 • (360) 651-5099 FAX • Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	File:	Fee: \$
	NAME OF EVENT		PROPOSED DATES
	Community Event under the Tent		July 19 - 23
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	JEFF HASTINGS	RESET CHURCH	JEFF HASTINGS
Mailing Address	1410 8 th ST		
City, State, ZIP	MARYSVILLE, WA 98270		
Phone (home/office)	360-787-5656		
Phone (cell)	206-498-2023		
E-mail	PJ@reset-church.org		
SITE INFORMATION			
Set-up date/time	July 19 10 AM	Dismantling Date/time	July 23 2pm
Estimated number of participants	500 - 1,000	Will admission fee be charged? (please note amount)	NO / FREE EVENT
Will alcohol be served at event? (if yes please explain)	NO		
Type of activity planned (Describe event)	Tue = Setup 10 AM → until finished WED/THU/FRI Multi-church gathering, music, messages of Hope SAT Gathering + Food & Clothing give-away		
Location to be used (Describe area to be used, attach map/route plan)	Totem Middle School / ^{NEXT TO} Asbury Field FIELD		
Detailed Description of Proposed Activities	MUSIC, MESSAGES of Hope, prayer Food & Clothing give-away		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	This is a Multi-church sponsored event.		



COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

City of Marysville – Special Event Permit Application

Indemnification – Hold Harmless

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

Insurance

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

Applicant shall provide a certificate of insurance evidencing:

1. General Liability insurance covering the Event, participants, products-completed operations and contractual liability with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. The city as an additional insured.

Certificate of Insurance will be provided prior to permit issuance. A copy of the endorsement naming the city as an additional insured shall be attached to the Certificate of Insurance.

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

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

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

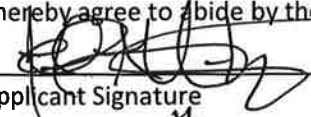
This permit may be summarily revoked by the City at any time when by reason of disaster, public calamity, riot or other emergency the City determines that the safety of the public or property requires such revocation. Notice of such action will be delivered in writing by personal service or certified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

City of Marysville – Special Event Permit Application

City of Marysville – Special Event Permit Application

Applicant Signature

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



Applicant Signature

Dated this 5th day of July, 2022

City of Marysville Approval

City Clerk or Designee

Dated this _____ day of _____, 20_____

(For Official Use Only)

Approved By: _____	Parks & Recreation Dept.	_____	Sanitation Division
_____	Planning Division	_____	Surface Water Division
_____	Building Division	_____	Finance Dept.
_____	Streets Division	_____	Fire District
_____	Police Dept.	_____	Mayor/Designee

Permit detained for the following reasons:
Recommended approval under the following conditions:
Number of monitors/staff required: Proof of Insurance? (Please circle) Yes No
Bond required? (Please circle) Yes No
Recommended approval to proceed with liquor licensing:
Pre-event walk through scheduled for:
Post-event walk through scheduled for:

Attachments:

- Estimate of Expenses
- Sample advertising materials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Basin Pacific Insurance & Benefits 16400 Southcenter Pkwy Suite 406 Tukwila WA 98188	CONTACT NAME: Scott Taylor PHONE (A/C, No, Ext): 425-495-6481 E-MAIL ADDRESS: staylor@basinpacific.com	FAX (A/C, No): 425-740-0109
	INSURER(S) AFFORDING COVERAGE	
INSURED Reset Church 1410 8th St Marysville WA 98270	INSURER A: Brotherhood Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Loss GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Y	Y	46M5A0446006	07/25/2021	07/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Stop Gap \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	Y	46M5A0446006	07/25/2021	07/25/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City Of Marysville 1049 State Avenue Marysville, WA 98270 July 19-23, 2022

CERTIFICATE HOLDER City of Marysville 1049 State Avenue Marysville WA 98270	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Taylor

COMMUNITY EVENT

UNDER THE TENT

JULY 20-22 **7PM**

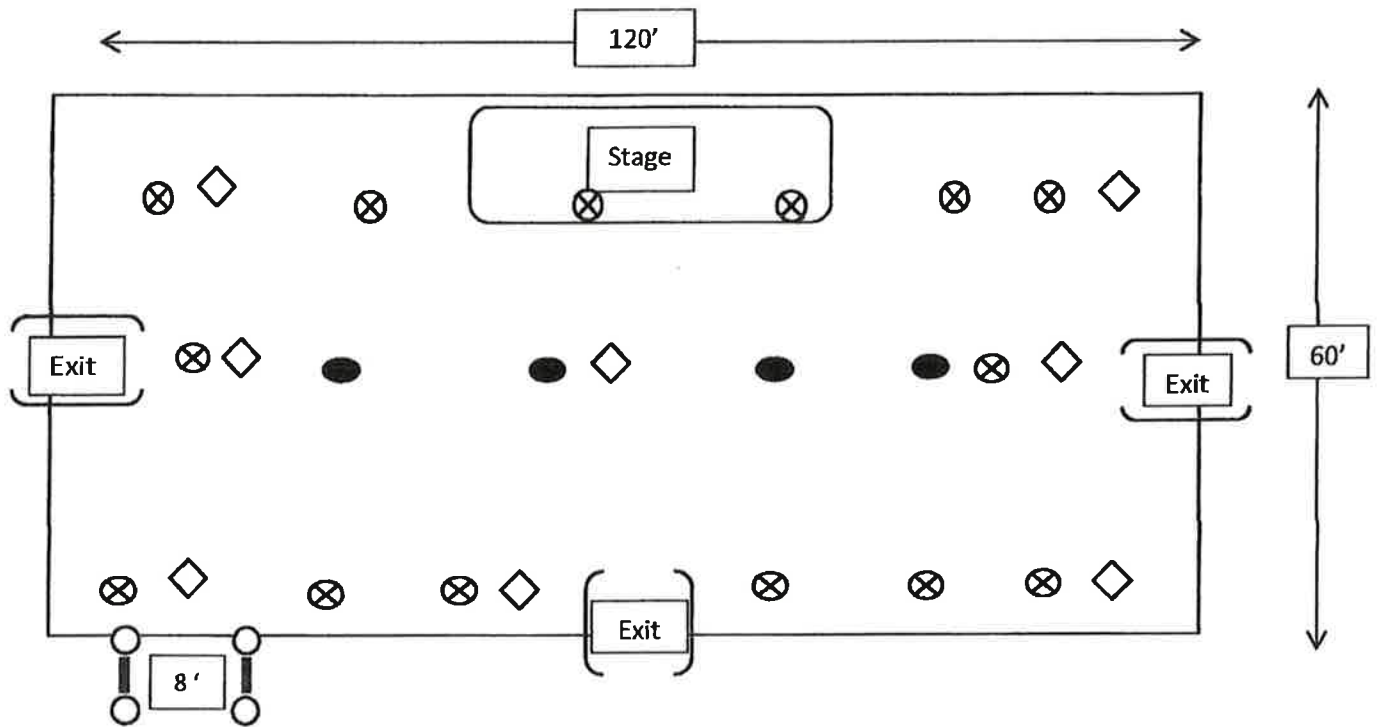
**FREE EVENT
LIVE MUSIC
MESSAGE OF HOPE
ALL WELCOME**

**SPECIAL EVENT!!
FREE GROCERIES, & CLOTHING
(WHILE SUPPLIES LAST!)**

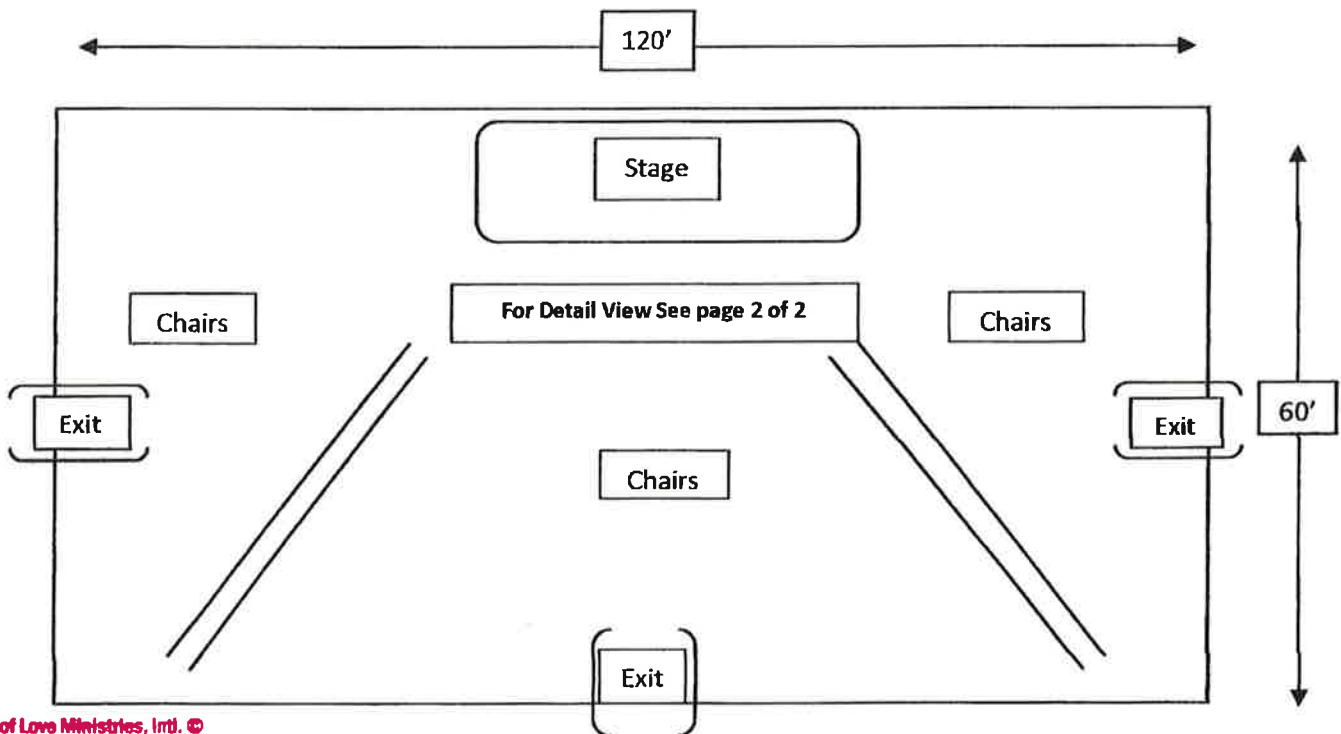
**SATURDAY JULY 23RD
@10AM**

**ASBERY FIELD MARYSVILLE
TOTEM MIDDLE SCHOOL**

TENT LAYOUT DIAGRAM - Overall page 1 of 2

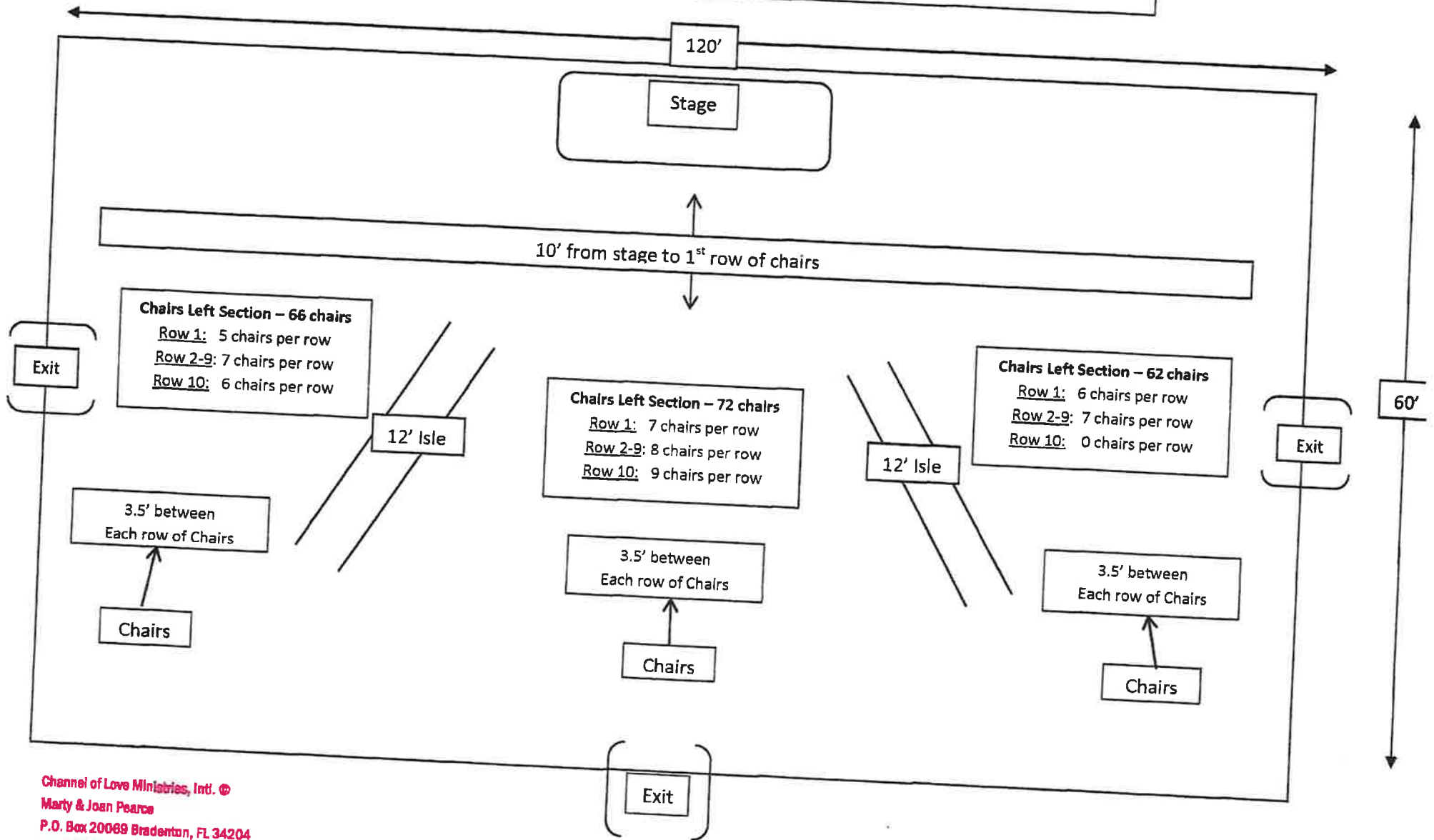


	= 4 - 32 Foot Steel Center Poles – with Cranks		= 14 - Inside Main Poles
	= 8 - Fire Extinguishers		= 60 Out Side Poles
	= 100 Steel Pegs / Stakes - Placed Every - 8 Feet		



TENT LAYOUT DIAGRAM - Chair Layout with Dimensions page 2 of 2

Total # Chairs = 200	Distance between stage 1 st row is 10'
The Isle's will be 12'	Distance Between each chair = 3.5'



Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.**
- 5.46.020 Special event permit required.**
- 5.46.025 Exceptions to special event permit requirement.**
- 5.46.030 Permit application.**
- 5.46.040 Approval.**
- 5.46.050 Fees.**
- 5.46.060 Departmental analysis.**
- 5.46.070 Insurance required.**
- 5.46.080 Denial of permit.**
- 5.46.090 Appeal.**
- 5.46.100 Sanitation.**
- 5.46.110 Revocation of special event permit.**
- 5.46.120 Cost recovery for unlawful special event.**
- 5.46.130 Expressive activity special event.**
- 5.46.140 Penalties for violation.**

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) “Demonstration” means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) “Event organizer” means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.

(3) “Event management company” means an entity with expertise in managing special events.

(4) “Expressive activity” includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.

(5) “Gross revenues” means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.

(6) “March” means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) “Noncommercial special event” means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) “Rally” means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) “Sidewalk” means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) “Sign” means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) “Special event” means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) “Special event permit” means a permit issued under this chapter.

(13) “Special permit venue” means that area for which a special event permit has been issued.

(14) “Street” means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) “Tax-exempt nonprofit organization” means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) “Vendor” means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required. 

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement. 

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;

(c) Funeral and wedding processions on private properties;

(d) Groups required by law to be so assembled;

(e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;

(f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;

(g) Garage sales, rummage sales, lemonade stands, and car washes;

(h) Activities conducted by a governmental agency acting within the scope of its authority;

(i) Lawful picketing on sidewalks;

(j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;

(k) Annual Strawberry Festival which is governed by Chapter [5.48](#) MMC; and

(l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

(1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.

(3) The following information shall be provided on the special event permit application:

(a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;

(b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

(c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;

(d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and

(e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:

(i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

(i) A statement of the purpose of the special event;

(ii) A statement of fees to be charged for the special event, including admissions tax documentation;

(iii) The proposed location of the special event;

(iv) Dates and times when the special event is to be conducted;

(v) The approximate times when assembly for, and disbanding of, the special event is to take place;

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

(xiii) A description of the types of vehicles to be used in the special event;

(xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

(xv) The number and location of potable sanitation facilities;

(xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;

(xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for

special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;

(xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;

(xix) Insurance and surety bond information;

(xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;

(xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;

(xxii) Event timeline documenting activities from event set-up to event tear-down;

(xxiii) Parking areas;

(xxiv) Identify city assistance being requested; and

(xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

(1) The event will disrupt traffic within the city of Marysville beyond practical solution;

(2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;

(3) The event will interfere with access to emergency services;

(4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;

- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
- (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
- (f) The applicant has not paid all fees when due; or
- (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC [5.46.050](#) shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC [5.46.070](#) shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

(a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;

(b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;

(c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.

(d) The special event will require the diversion of police employees from their normal duties;

(e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;

(f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or

(g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

(1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.

(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.

(3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

[Home](#) [<](#) [>](#)

The Marysville Municipal Code is current through Ordinance 3215, passed April 11, 2022.

Disclaimer: The city clerk's office has the official version of the Marysville Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.marysvillewa.gov/>

City Telephone: (360) 363-8000


[Code Publishing Company](#)

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:	
Contract Award – 2022 Sidewalk Infill Program	
PREPARED BY:	DIRECTOR APPROVAL:
Nick Loutsis, E.I.T.	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Certified Bid Tab, Contract, Vicinity Map	
BUDGET CODE:	AMOUNT:
30500030.563000. R2202	\$301,782.80
SUMMARY:	

The 2022 Sidewalk Infill Project involves construction of 1,200 feet of new sidewalk at eight project sites within the downtown area, all of which will fill gaps within the existing sidewalk network. Construction will include installation of curb, gutter, concrete sidewalk and sidewalk ramps to meet ADA standards, asphalt paving, utility adjustments, restoration and other miscellaneous work.

These aforementioned improvements will be constructed at the following locations:

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

The project was advertised for a June 30, 2022 bid opening. The City received 6 bids as shown on the attached bid tabulation. The low bidder was WSB Excavation and Utilities LLC. at \$274,348.00. The engineer's estimate was \$263,125.50. References have been checked and found to be satisfactory.

Contract Bid:	\$274,348.00
<u>Management Reserve:</u>	<u>\$27,434.80</u>
Total:	\$301,782.80

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the 2022 Sidewalk Infill Project contract with WSB Excavation and Utilities LLC. in the amount of \$274,348.00 and approve a management reserve of \$27,434.80 for a total allocation of \$301,782.80.

Certified Bid Tabulation - 2022 Sidewalk Mill Project

Item No.	Bid Item Description	Approx. Qty.	Engineer's Estimate		Westcoast Construction Inc.		RRJ LLC		SRV Construction Inc.		Northend Excavating		WSS Excavation & Utilities LLC		Kermas Construction	
			Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	MINOR CHANGES	EST 1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	ROADWAY SURFING	LS 1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,167.42	\$1,167.42	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00
3	RECORD DRAWINGS (MIN BID \$1500)	LS 1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,508.02	\$1,508.02	\$1,500.00	\$1,500.00	\$1,501.00	\$1,501.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
4	SPEC PLAN	LS 1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$512.96	\$512.96	\$290.00	\$290.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00
5	MOBILIZATION (8%)	LS 1	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$9,665.62	\$9,665.62	\$19,250.00	\$19,250.00	\$28,400.00	\$28,400.00	\$20,000.00	\$20,000.00	\$29,500.00	\$29,500.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	LS 1	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00	\$41,062.92	\$41,062.92	\$14,000.00	\$14,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$33,125.00	\$33,125.00
7	CLEANING AND GRUBBING	LS 1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$14,732.47	\$14,732.47	\$22,000.00	\$22,000.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$22,200.00	\$22,200.00
8	SAWCUT	LF 941	\$4.50	\$4,234.50	\$4.00	\$3,764.00	\$2.91	\$2,738.31	\$3.50	\$3,239.50	\$5.00	\$4,705.00	\$5.00	\$4,705.00	\$4.00	\$3,764.00
9	REMOVAL OF CURB AND GUTTER	LF 172	\$35.00	\$6,020.00	\$15.00	\$2,580.00	\$23.27	\$4,002.24	\$39.00	\$6,738.00	\$15.00	\$2,580.00	\$40.00	\$6,880.00	\$23.00	\$3,966.00
10	REMOVAL OF SIDEWALK	SY 118	\$20.00	\$2,360.00	\$25.00	\$2,950.00	\$32.83	\$3,873.94	\$47.00	\$5,546.00	\$21.00	\$2,478.00	\$50.00	\$5,000.00	\$39.00	\$4,602.00
11	REMOVAL OF ASPHALT	SY 338	\$26.00	\$8,788.00	\$20.00	\$5,200.00	\$23.03	\$7,784.14	\$18.50	\$6,084.00	\$21.00	\$7,098.00	\$40.00	\$13,620.00	\$28.00	\$8,480.00
12	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	LS 0.22	\$7,000.00	\$1,540.00	\$5,000.00	\$6,000.00	\$1,790.89	\$1,790.89	\$400.00	\$88.00	\$220.00	\$1,000.00	\$1,000.00	\$3,980.00	\$3,880.00	
13	GRAVEL BORROW INCL. HAUL	TON 40	\$33.00	\$1,320.00	\$38.00	\$1,520.00	\$73.09	\$2,923.60	\$74.00	\$2,960.00	\$85.00	\$3,400.00	\$20.00	\$660.00	\$44.00	\$1,760.00
14	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CV 63	\$60.00	\$3,780.00	\$20.00	\$1,200.00	\$44.41	\$2,797.83	\$11.00	\$698.00	\$100.00	\$6,000.00	\$20.00	\$1,200.00	\$72.00	\$4,536.00
15	ROADWAY EXCAVATION INCL. HAUL	CV 350	\$30.00	\$10,500.00	\$50.00	\$17,500.00	\$61.55	\$21,542.50	\$53.00	\$22,650.00	\$31.00	\$28,350.00	\$110.00	\$3,810.00	\$73.00	\$25,650.00
16	PREPARATION OF SUBBASE AND SUBGRADE	FA 8	\$1,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
17	CRUSHED SURFACING TOP COURSE	TON 215	\$65.00	\$13,975.00	\$40.00	\$8,600.00	\$49.39	\$10,618.85	\$40.00	\$8,600.00	\$58.00	\$12,470.00	\$30.00	\$6,450.00	\$50.00	\$10,750.00
18	CRUSHED SURFACING BASE COURSE	TON 128	\$65.00	\$8,320.00	\$40.00	\$5,120.00	\$59.75	\$7,648.00	\$40.00	\$5,120.00	\$58.00	\$7,424.00	\$30.00	\$3,840.00	\$40.00	\$5,272.00
19	HMA C1: 1/2 IN PG 58H-22	TON 183	\$105.00	\$19,065.00	\$280.00	\$42,840.00	\$371.59	\$55,853.27	\$272.00	\$42,384.00	\$320.00	\$48,680.00	\$210.00	\$32,130.00	\$320.00	\$44,960.00
20	ADJUST WATER METER BOX	EACH 3	\$100.00	\$300.00	\$50.00	\$150.00	\$40.96	\$1,202.88	\$65.00	\$1,950.00	\$20.00	\$60.00	\$150.00	\$450.00	\$30.00	\$90.00
21	ADJUST MANHOLE	EACH 1	\$500.00	\$500.00	\$80.00	\$80.00	\$461.03	\$461.03	\$75.00	\$75.00	\$40.00	\$40.00	\$40.00	\$40.00	\$87.50	\$87.50
22	TEMPORARY EROSION/WATER POLLUTION	LS 1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,138.59	\$1,138.59	\$590.00	\$590.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$4,375.00	\$4,375.00
23	HYDROSEED	SY 362	\$15.00	\$5,430.00	\$5.00	\$1,650.00	\$2.79	\$1,009.98	\$6.00	\$2,172.00	\$5.00	\$1,650.00	\$4.00	\$1,440.00	\$5.00	\$1,650.00
24	TOPSOIL TYPE A	CV 76	\$12.80	\$950.00	\$80.00	\$4,860.00	\$100.88	\$7,674.48	\$76.00	\$5,776.00	\$125.00	\$9,500.00	\$60.00	\$4,860.00	\$87.50	\$6,650.00
25	PROPERTY RESTORATION	FA 8	\$1,500.00	\$12,000.00	\$3,000.00	\$5,000.00	\$37.63	\$23,822.68	\$44.00	\$27,984.00	\$30.00	\$19,800.00	\$35.00	\$22,250.00	\$65.00	\$41,340.00
27	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF 636	\$38.00	\$24,168.00	\$42.00	\$26,712.00	\$37.63	\$23,822.68	\$44.00	\$27,984.00	\$60.00	\$37,920.00	\$92.00	\$58,144.00		
28	CEMENT CONC. DRIVEWAY	SY 632	\$100.00	\$63,200.00	\$88.00	\$55,616.00	\$56.26	\$35,566.32	\$102.00	\$64,464.00	\$80.00	\$37,920.00	\$92.00	\$58,144.00		
29	CEMENT CONC. CURB RAMP TYPE	SY 103	\$125.00	\$12,875.00	\$82.00	\$9,476.00	\$68.99	\$7,105.97	\$107.00	\$11,021.00	\$82.00	\$9,446.00	\$79.00	\$7,725.00	\$120.00	\$12,800.00
30	ADJUST JUNCTION BOX	LS 2	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$451.08	\$902.16	\$550.00	\$1,100.00	\$250.00	\$500.00	\$300.00	\$600.00	\$1,000.00	\$2,000.00
BASE BID TOTAL (No Sales Tax per Rule 171):				\$263,125.50		\$336,748.00		\$300,310.41		\$305,500.50		\$275,542.00		\$274,348.00		\$375,190.00



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (Highlighted entries denote math correction made.)

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS 30TH DAY OF JUNE, 2022
 BY: *Max Pihan* 2022.06.30
 MAX PIHAN, PE CITY ENGINEER
 DEPARTMENT OF PUBLIC WORKS



PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and WSB Excavation & Utilities, an LLC, organized under the laws of the State of Washington, located and doing business at 11921 99th AVE NE , Arlington WA 98223, (the “Contractor”).

WITNESSETH:

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

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

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

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

2022 Sidewalk Infill Project, R2202

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

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

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within [Fourty Five] (45) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Two Hundred Seventy Four Thousand Three Hundred Fourty Eight Dollars and Zero Cents (\$274,348.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 30th, 2022. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered _____ (Contractor Representative) on behalf of the Contractor and by Nick Loutsis, E.I.T. on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u> _____ _____ _____	<u>City:</u> City of Marysville Public Works – Attn: Nick Loutsis, E.I.T. 80 Columbia Ave Marysville, WA 98270
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VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____

(Title)

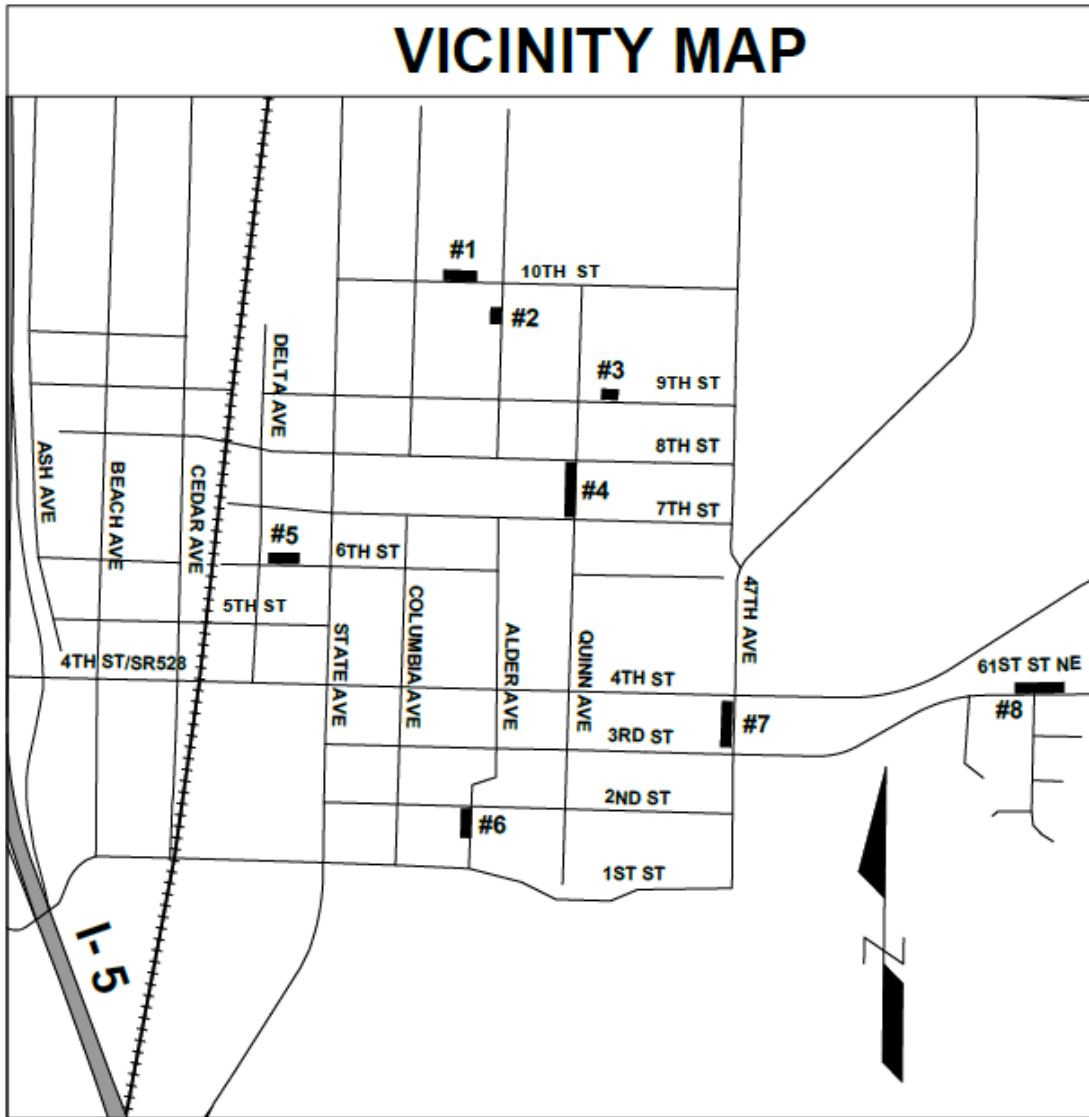
Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney


2022 Sidewalk Infill Project



Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:	
Contract Award – 2022 Pavement Preservation Program	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Certified Bid Tab, Contract, Vicinity Map	
BUDGET CODE:	AMOUNT:
11430090.548000.TB104	\$2,079,000.00
SUMMARY:	

The 2022 Pavement Preservation project will include 9,300 Tons of HMA, a 2-inch asphalt overlay, pavement repair, planing bituminous pavement, sidewalk ramp replacement to meet ADA standards, utility adjustment, channelization, restoration and other miscellaneous work.

These aforementioned improvements will be constructed at the following locations:

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

The project was advertised for a July 6, 2022 bid opening. The City received 5 bids as shown on the attached bid tabulation. The low bidder was Reece Construction Company, Inc. at \$1,888,666.00. The engineer's estimate was \$2,139,000.00. References have been checked and found to be satisfactory.

Contract Bid:	\$1,888,666.00
Management Reserve:	\$190,334.00
Total:	<u>\$2,079,000.00</u>

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the 2022 Pavement Preservation Program contract with Reece Construction Company in the amount of \$1,888,666.00.00 and approve a management reserve of \$190,334.00 for a total allocation of \$2,079,000.00.

City of Marysville
 Certified Bid Tabulation
 8th Street Improvements

Apparent Low Bid

Bid Opening: November 10, 2023 at 10:00 a.m.

ITEM NO.	ITEM	QUANTITY	Engineer's Estimate		Cadman Materials		Grantee		Central Paving		Reese		SRV	
			UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1-04	Minor Changes	1	FA	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
1-05	Roadway Surveying	1	LS	\$30,000.00	\$ 30,000.00	\$ 7,601.00	\$ 7,601.00	\$ 6,000.00	\$ 6,000.00	\$ 8,890.00	\$ 8,890.00	\$ 4,700.00	\$ 4,700.00	\$ 14,000.00
1-05	Record Drawings (Min. Bid \$1500)	1	LS	\$1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00
1-07	SPPC Plan	1	LS	\$500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 745.00	\$ 745.00	\$ 500.00
1-09	Mobilization	1	LS	\$99,800.00	\$ 99,800.00	\$ 144,500.00	\$ 144,500.00	\$ 250,000.00	\$ 250,000.00	\$ 129,000.00	\$ 129,000.00	\$ 74,049.80	\$ 74,049.80	\$ 128,000.00
1-10	Project Temporary Traffic Control	1	LS	\$75,000.00	\$ 75,000.00	\$ 192,300.00	\$ 192,300.00	\$ 192,300.00	\$ 192,300.00	\$ 168,000.00	\$ 168,000.00	\$ 88,000.00	\$ 88,000.00	\$ 140,000.00
2-01	Cleaning and Gubbing	1	LS	\$5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 4,500.00
2-02	Sewer	1	LF	\$7.50	\$ 7.50	\$ 2,812.50	\$ 2,812.50	\$ 7.00	\$ 7.00	\$ 2,625.00	\$ 2,625.00	\$ 3.30	\$ 3.30	\$ 1,125.00
2-02	Removal of Structures and Obstructions	1	LF	\$10,000.00	\$ 10,000.00	\$ 5,900.00	\$ 5,900.00	\$ 7,000.00	\$ 7,000.00	\$ 8,500.00	\$ 8,500.00	\$ 1,600.00	\$ 1,600.00	\$ 3,000.00
2-02	Removal of Curbs and Gutters	245	LF	\$25.00	\$ 6,125.00	\$ 3.85	\$ 943.25	\$ 32.00	\$ 7,840.00	\$ 28.00	\$ 6,860.00	\$ 28.00	\$ 6,860.00	\$ 26.00
2-02	Removal of Sidewalk	140	SY	\$70.00	\$ 9,800.00	\$ 75.00	\$ 10,500.00	\$ 91.00	\$ 12,740.00	\$ 52.00	\$ 7,280.00	\$ 24.00	\$ 3,360.00	\$ 45.00
2-03	Removal of Foundation Exc. Incl. Haul	125	SY	\$28.00	\$ 3,500.00	\$ 33.20	\$ 4,150.00	\$ 91.00	\$ 11,370.00	\$ 74.00	\$ 9,280.00	\$ 30.00	\$ 3,750.00	\$ 21.00
2-03	Unstable Foundation Exc. Incl. Haul	205	SY	\$45.00	\$ 9,225.00	\$ 57.30	\$ 11,746.50	\$ 46.00	\$ 9,430.00	\$ 66.00	\$ 13,530.00	\$ 15.00	\$ 3,075.00	\$ 60.00
2-03	Roadway Exc. Incl. Haul	600	CY	\$41.00	\$ 24,600.00	\$ 81.20	\$ 49,270.00	\$ 99.00	\$ 59,400.00	\$ 72.00	\$ 43,200.00	\$ 67.00	\$ 40,200.00	\$ 35.00
4-04	Crushed Surfacing Top Course	110	TON	\$52.00	\$ 5,720.00	\$ 73.50	\$ 8,085.00	\$ 113.00	\$ 12,430.00	\$ 101.00	\$ 11,110.00	\$ 62.00	\$ 6,820.00	\$ 31.00
4-04	Crushed Surfacing Base Course	3000	TON	\$50.00	\$ 150,000.00	\$ 68.60	\$ 206,800.00	\$ 60.00	\$ 180,000.00	\$ 37.00	\$ 111,000.00	\$ 29.25	\$ 87,750.00	\$ 42.50
5-04	Pavement Repair Exc. Incl. Haul	3585	SY	\$20.00	\$ 71,700.00	\$ 24.00	\$ 86,040.00	\$ 21.00	\$ 75,285.00	\$ 22.00	\$ 78,870.00	\$ 10.00	\$ 35,850.00	\$ 8.90
5-04	Pavement Repair Exc. Incl. Haul Full Depth	4811	SY	\$30.00	\$ 144,330.00	\$ 27.00	\$ 130,497.00	\$ 38.00	\$ 182,184.00	\$ 35.50	\$ 170,680.50	\$ 13.00	\$ 62,715.00	\$ 11.00
5-04	HMA CI 1/2 IN PC 58H-22	28500	SY	\$2.50	\$ 71,250.00	\$ 6.00	\$ 171,000.00	\$ 3.60	\$ 102,600.00	\$ 4.10	\$ 116,850.00	\$ 2.90	\$ 71,250.00	\$ 3.60
7-05	Adjust Catch Basin	2	TON	\$100.00	\$ 200.00	\$ 138.00	\$ 276.00	\$ 105.00	\$ 210.00	\$ 124.00	\$ 248.00	\$ 122.00	\$ 244.00	\$ 110.00
7-05	Adjust Manhole	2	EA	\$550.00	\$ 1,100.00	\$ 1,155.00	\$ 2,310.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00	
7-05	Adjust Water Valve	11	EA	\$750.00	\$ 8,250.00	\$ 1,155.00	\$ 12,705.00	\$ 1,000.00	\$ 11,000.00	\$ 1,000.00	\$ 11,000.00	\$ 1,250.00	\$ 13,750.00	
7-05	Adjust Water Valve	13	EA	\$550.00	\$ 7,150.00	\$ 913.00	\$ 11,869.00	\$ 880.00	\$ 11,440.00	\$ 825.00	\$ 10,725.00	\$ 990.00	\$ 11,700.00	
7-05	Adjust Water Valve	3	EA	\$400.00	\$ 1,200.00	\$ 1,650.00	\$ 4,950.00	\$ 975.00	\$ 2,925.00	\$ 860.00	\$ 2,580.00	\$ 900.00	\$ 2,700.00	
7-05	Hydroseed	30	SY	\$8.00	\$ 240.00	\$ 11.00	\$ 330.00	\$ 5.90	\$ 177.00	\$ 8.00	\$ 240.00	\$ 20.00	\$ 600.00	\$ 1,400.00
8-02	Topsoil Type A	5	CY	\$75.00	\$ 375.00	\$ 385.00	\$ 1,925.00	\$ 380.00	\$ 1,900.00	\$ 390.00	\$ 1,950.00	\$ 161.00	\$ 805.00	\$ 145.00
8-02	Property Restoration	1	LS	\$55,000.00	\$ 55,000.00	\$ 11,000.00	\$ 11,000.00	\$ 2,150.00	\$ 2,150.00	\$ 5,500.00	\$ 5,500.00	\$ 4,300.00	\$ 4,300.00	
8-04	Cement Conc. Traffic Curb and Gutter	245	LF	\$45.00	\$ 11,025.00	\$ 33.00	\$ 8,085.00	\$ 30.00	\$ 7,350.00	\$ 33.00	\$ 8,085.00	\$ 36.00	\$ 8,820.00	\$ 60.00
8-04	Cement Conc. Pedestrian Curb	90	LF	\$35.00	\$ 3,150.00	\$ 27.50	\$ 2,475.00	\$ 30.00	\$ 2,700.00	\$ 27.50	\$ 2,475.00	\$ 29.00	\$ 2,610.00	\$ 5,500.00
8-09	Raised Pavement Marker Type 2	11	HUN	\$850.00	\$ 9,350.00	\$ 485.00	\$ 5,335.00	\$ 517.00	\$ 5,687.00	\$ 1,100.00	\$ 12,100.00	\$ 508.00	\$ 5,588.00	
8-13	Adjust Monument Case and Cover	2	EA	\$750.00	\$ 1,500.00	\$ 913.00	\$ 1,826.00	\$ 567.00	\$ 1,134.00	\$ 850.00	\$ 1,700.00	\$ 900.00	\$ 1,800.00	
8-14	Cement Conc. Sidewalk	140	SY	\$99.00	\$ 13,860.00	\$ 77.00	\$ 10,780.00	\$ 63.00	\$ 8,820.00	\$ 77.00	\$ 10,780.00	\$ 83.00	\$ 11,620.00	
8-14	Cement Conc. Curb Ramp - Combination	3	EA	\$2,400.00	\$ 7,200.00	\$ 2,420.00	\$ 7,260.00	\$ 4,140.00	\$ 12,420.00	\$ 2,420.00	\$ 7,260.00	\$ 2,375.00	\$ 7,125.00	
8-14	Cement Conc. Curb Ramp - Parallel	3	EA	\$2,400.00	\$ 7,200.00	\$ 1,860.00	\$ 5,580.00	\$ 4,140.00	\$ 12,420.00	\$ 1,760.00	\$ 5,280.00	\$ 1,782.00	\$ 5,346.00	
8-14	Cement Conc. Curb Ramp - Parallel	1	EA	\$2,400.00	\$ 2,400.00	\$ 1,980.00	\$ 1,980.00	\$ 4,140.00	\$ 4,140.00	\$ 1,980.00	\$ 1,980.00	\$ 1,900.00	\$ 1,900.00	
8-14	Cement Conc. Curb Ramp - Single Direction	2	EA	\$2,800.00	\$ 5,600.00	\$ 1,650.00	\$ 3,300.00	\$ 1,440.00	\$ 2,880.00	\$ 1,650.00	\$ 3,300.00	\$ 1,650.00	\$ 3,300.00	
8-14	Detachable Warning Surface	90	SF	\$40.00	\$ 3,600.00	\$ 33.00	\$ 2,970.00	\$ 66.00	\$ 5,940.00	\$ 33.00	\$ 2,970.00	\$ 32.00	\$ 2,880.00	
8-22	Painted Line	36750	LF	\$0.50	\$ 18,375.00	\$ 0.40	\$ 14,700.00	\$ 0.40	\$ 14,700.00	\$ 1.10	\$ 40,425.00	\$ 0.90	\$ 33,000.00	
8-22	Painted Wide Line	85	LF	\$10.00	\$ 850.00	\$ 33.00	\$ 2,817.00	\$ 5.00	\$ 425.00	\$ 27.00	\$ 2,295.00	\$ 4.00	\$ 340.00	
8-22	Plastic Stop Line	75	EA	\$200.00	\$ 15,000.00	\$ 400.00	\$ 30,000.00	\$ 275.00	\$ 20,625.00	\$ 560.00	\$ 42,000.00	\$ 880.00	\$ 66,000.00	
8-22	Plastic Traffic Arrow	2	EA	\$550.00	\$ 1,100.00	\$ 1,400.00	\$ 2,800.00	\$ 2,750.00	\$ 5,500.00	\$ 2,820.00	\$ 5,640.00	\$ 2,820.00	\$ 5,640.00	
8-32	Railroad Crossing Symbol	2	EA	\$250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 2,600.00	\$ 5,200.00	\$ 440.00	\$ 880.00	\$ 550.00	\$ 1,100.00	
	TOTAL BASE BID			\$1,609,707.00		\$2,229,852.25		\$2,327,750.00		\$2,975,310.10		\$1,977,795.50		\$1,449,578.60
	TOTAL BASE BID + BID ADDITIVES A&B (page 2)			\$2,086,772.00		\$2,914,750.60		\$2,975,310.10		\$2,540,935.90		\$1,899,686.00		\$1,921,061.50

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MARYSVILLE
 WASHINGTON


We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

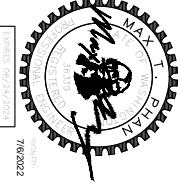


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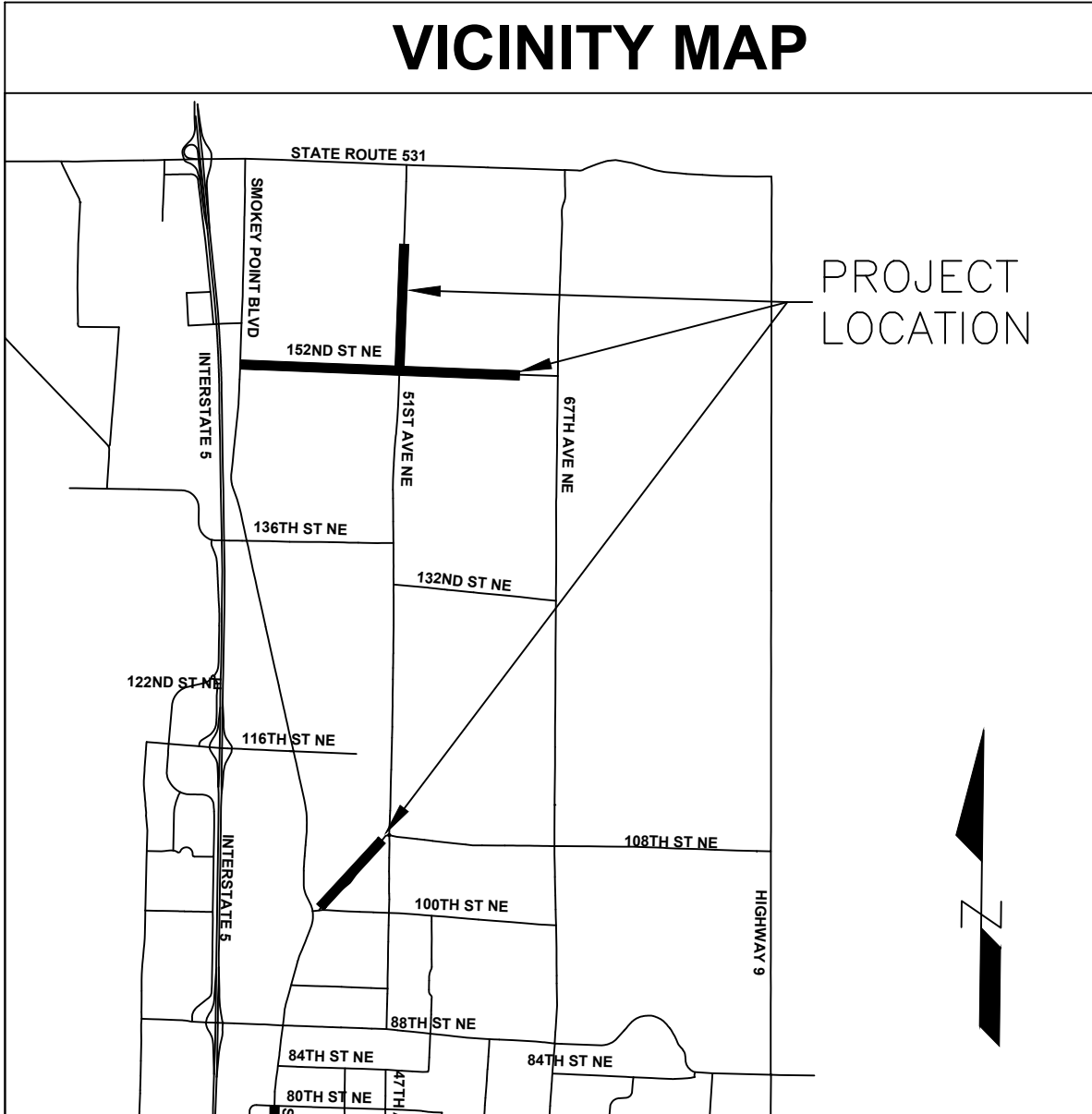
City of Marysville
Certified Bid Tabulation

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate UNIT PRICE	EXTENDED AMOUNT	Cadman Materials UNIT PRICE	EXTENDED AMOUNT	Granite UNIT PRICE	EXTENDED AMOUNT	Central Paving UNIT PRICE	EXTENDED AMOUNT	Reece UNIT PRICE	EXTENDED AMOUNT	SRV UNIT PRICE	EXTENDED AMOUNT
1A	Minor Changes	1	FA	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2A	Roadway Surveying	1	LS	\$10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 1,800.00	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00
3A	Mobilization	1	LS	\$30,500.00	\$ 30,500.00	\$ 65,000.00	\$ 65,000.00	\$ 40,000.00	\$ 40,000.00	\$ 53,250.00	\$ 53,250.00	\$ 10,700.00	\$ 10,700.00	\$ 41,000.00	\$ 41,000.00
4A	Project Temporary Traffic Control	1	LS	\$40,000.00	\$ 40,000.00	\$ 50,650.00	\$ 50,650.00	\$ 75,000.00	\$ 75,000.00	\$ 65,250.00	\$ 65,250.00	\$ 24,000.00	\$ 24,000.00	\$ 81,000.00	\$ 81,000.00
5A	Sawcut	90	LS	\$7.50	\$ 675.00	\$ 1.65	\$ 148.50	\$ 3.00	\$ 270.00	\$ 3.30	\$ 297.00	\$ 3.00	\$ 270.00	\$ 12.00	\$ 1,080.00
6A	Removal of Structures and Obstructions	1	LS	\$10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,000.00	\$ 7,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
7A	Removal of Curb and Gutter	225	LF	\$25.00	\$ 5,625.00	\$ 3.85	\$ 866.25	\$ 32.00	\$ 7,200.00	\$ 28.00	\$ 6,300.00	\$ 28.00	\$ 6,300.00	\$ 20.00	\$ 4,500.00
8A	Removal of Sidewalk	145	LF	\$70.00	\$ 10,150.00	\$ 75.00	\$ 10,875.00	\$ 81.00	\$ 13,185.00	\$ 52.00	\$ 7,540.00	\$ 24.00	\$ 3,480.00	\$ 45.00	\$ 6,525.00
9A	Removal of Asphalt	75	LS	\$78.00	\$ 5,850.00	\$ 35.20	\$ 2,640.00	\$ 91.00	\$ 8,325.00	\$ 74.00	\$ 5,510.00	\$ 30.00	\$ 2,250.00	\$ 23.00	\$ 1,725.00
10A	Unusable Foundation Exc. Incl. Haul	5	LS	\$45.00	\$ 225.00	\$ 2,985.00	\$ 14,925.00	\$ 238.00	\$ 1,190.00	\$ 66.00	\$ 330.00	\$ 75.00	\$ 375.00	\$ 63.00	\$ 315.00
11A	Roadway Exc. Top Haul	50	SY	\$41.00	\$ 2,050.00	\$ 220.00	\$ 11,000.00	\$ 142.00	\$ 7,100.00	\$ 72.00	\$ 3,600.00	\$ 67.00	\$ 3,350.00	\$ 60.00	\$ 3,000.00
12A	Curved Surfacing Top Course	150	SY	\$52.00	\$ 7,800.00	\$ 75.50	\$ 11,325.00	\$ 103.00	\$ 15,450.00	\$ 101.00	\$ 15,150.00	\$ 66.00	\$ 9,900.00	\$ 30.00	\$ 4,500.00
13A	Curved Surfacing Base Course	185	SY	\$50.00	\$ 9,250.00	\$ 188.50	\$ 34,902.50	\$ 73.00	\$ 13,515.00	\$ 37.00	\$ 6,846.00	\$ 46.00	\$ 8,500.00	\$ 35.00	\$ 6,475.00
14A	Painting Bituminous Pavement	11500	CY	\$2.50	\$ 28,750.00	\$ 6.00	\$ 69,000.00	\$ 3.00	\$ 34,500.00	\$ 4.15	\$ 47,725.00	\$ 3.00	\$ 3,450.00	\$ 3.80	\$ 43,700.00
15A	HMA CI 1/2 IN PG 58H-22	1650	TON	\$100.00	\$ 165,000.00	\$ 125.00	\$ 206,250.00	\$ 125.00	\$ 181,500.00	\$ 122.00	\$ 201,300.00	\$ 110.00	\$ 181,500.00	\$ 138.00	\$ 227,700.00
16A	Adjust Water Valve	2	TON	\$550.00	\$ 1,100.00	\$ 91.00	\$ 182.00	\$ 860.00	\$ 1,720.00	\$ 825.00	\$ 1,650.00	\$ 900.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00
17A	Adjust Catch Basin	4	SY	\$750.00	\$ 3,000.00	\$ 1,155.00	\$ 4,620.00	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00	\$ 900.00	\$ 3,600.00	\$ 1,015.00	\$ 4,060.00
18A	Property Restoration	1	SY	\$3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,750.00	\$ 2,750.00	\$ 4,300.00	\$ 4,300.00	\$ 4,800.00	\$ 4,800.00
19A	Concrete Conc. Traffic Curb and Gutter	225	SY	\$45.00	\$ 10,125.00	\$ 35.00	\$ 7,875.00	\$ 38.00	\$ 8,580.00	\$ 33.00	\$ 7,425.00	\$ 36.00	\$ 8,100.00	\$ 60.00	\$ 13,500.00
20A	Raised Pavement Walker Type 2	230	TON	\$50.00	\$ 11,500.00	\$ 485.00	\$ 111,550.00	\$ 517.00	\$ 118,910.00	\$ 715.00	\$ 2,025.00	\$ 508.00	\$ 1,172.40	\$ 550.00	\$ 1,265.00
21A	Adjust Monument Case and Cover	11	EA	\$750.00	\$ 8,250.00	\$ 915.00	\$ 10,065.00	\$ 557.00	\$ 6,127.00	\$ 850.00	\$ 9,350.00	\$ 900.00	\$ 9,900.00	\$ 900.00	\$ 9,900.00
22A	Cement Conc. Curb Ramp - Perpendicular	8	EA	\$2,500.00	\$ 20,000.00	\$ 1,760.00	\$ 14,080.00	\$ 3,300.00	\$ 26,400.00	\$ 1,760.00	\$ 14,080.00	\$ 1,782.00	\$ 14,256.00	\$ 4,100.00	\$ 32,800.00
23A	Cement Conc. Sidewalk	145	EA	\$99.00	\$ 14,355.00	\$ 77.00	\$ 11,165.00	\$ 93.00	\$ 13,385.00	\$ 77.00	\$ 11,165.00	\$ 83.00	\$ 12,035.00	\$ 107.00	\$ 15,515.00
24A	Detectable Warning Surface	80	EA	\$40.00	\$ 3,200.00	\$ 33.00	\$ 2,640.00	\$ 36.00	\$ 2,880.00	\$ 33.00	\$ 2,640.00	\$ 32.00	\$ 2,560.00	\$ 53.00	\$ 4,240.00
25A	Painted Wide Line	6350	SY	\$0.50	\$ 3,175.00	\$ 0.40	\$ 2,540.00	\$ 0.40	\$ 2,540.00	\$ 1.10	\$ 6,985.00	\$ 0.50	\$ 3,175.00	\$ 0.50	\$ 3,175.00
26A	Plastic Crosswalk	3050	CY	\$0.70	\$ 2,135.00	\$ 0.70	\$ 2,135.00	\$ 0.75	\$ 2,287.50	\$ 2.20	\$ 6,720.00	\$ 4.50	\$ 13,725.00	\$ 5.00	\$ 15,250.00
27A	Project Sign	512	LS	\$1,000.00	\$ 512,000.00	\$ 8.80	\$ 4,505.60	\$ 9.00	\$ 4,608.00	\$ 16.50	\$ 8,448.00	\$ 4.50	\$ 2,304.00	\$ 9.50	\$ 4,864.00
28A	Total Bid Additive A	2	LF	\$250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 440.00	\$ 880.00	\$ 550.00	\$ 1,100.00	\$ 875.00	\$ 1,750.00
					\$ 412,215.00		\$ 562,837.85		\$ 501,434.10		\$ 510,822.00		\$ 376,512.40		\$ 549,864.00
1B	Minor Changes	1	HUN	\$1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2B	Roadway Surveying	1	EA	\$2,500.00	\$ 2,500.00	\$ 1,721.50	\$ 1,721.50	\$ 1,400.00	\$ 1,400.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00
3B	Mobilization	1	SY	\$2,800.00	\$ 2,800.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,550.00	\$ 8,550.00	\$ 4,300.00	\$ 4,300.00	\$ 5,200.00	\$ 5,200.00
4B	Project Temporary Traffic Control	1	EA	\$5,000.00	\$ 5,000.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,200.00	\$ 13,200.00	\$ 8,800.00	\$ 8,800.00	\$ 6,000.00	\$ 6,000.00
5B	Sawcut	90	EA	\$7.50	\$ 675.00	\$ 15.25	\$ 1,372.50	\$ 9.00	\$ 810.00	\$ 3.30	\$ 297.00	\$ 3.00	\$ 270.00	\$ 12.00	\$ 1,080.00
6B	Removal of Asphalt	25	EA	\$28.00	\$ 700.00	\$ 35.20	\$ 880.00	\$ 74.00	\$ 1,850.00	\$ 122.00	\$ 3,050.00	\$ 29.00	\$ 725.00	\$ 14.00	\$ 350.00
7B	HMA CI 1/2 IN PG 58H-22	15	EA	\$100.00	\$ 1,500.00	\$ 80.00	\$ 1,200.00	\$ 352.00	\$ 5,280.00	\$ 122.00	\$ 1,830.00	\$ 132.00	\$ 1,980.00	\$ 300.00	\$ 4,500.00
8B	SCHEDULE A STREET SEWER PIPE, 36" In. Diam. (incl. Bedding)	45	SF	\$175.00	\$ 7,875.00	\$ 489.50	\$ 22,027.50	\$ 1,400.00	\$ 63,000.00	\$ 51.00	\$ 2,295.00	\$ 56.00	\$ 2,520.00	\$ 23.00	\$ 1,035.00
9B	BANK RUN GRAVEL FOR TRENCH BACKFILL	40	LF	\$25.00	\$ 1,000.00	\$ 192.50	\$ 7,700.00	\$ 51.00	\$ 2,040.00	\$ 56.00	\$ 2,240.00	\$ 23.00	\$ 920.00	\$ 41.00	\$ 1,640.00
10B	TRENCH EXCAVATION SAFETY SYSTEM	10.00	LF	\$50.00	\$ 500.00	\$ 57.30	\$ 573.00	\$ 351.00	\$ 3,510.00	\$ 90.00	\$ 900.00	\$ 135.00	\$ 1,350.00	\$ 100.00	\$ 1,000.00
11B	TRENCH EXCAVATION SAFETY SYSTEM	1	EA	\$3,000.00	\$ 3,000.00	\$ 4,400.00	\$ 4,400.00	\$ 35,000.00	\$ 35,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,000.00	\$ 13,000.00	\$ 60,000.00	\$ 60,000.00
12B	DEWATERING	1	EA	\$40.00	\$ 40.00	\$ 73.50	\$ 73.50	\$ 127.00	\$ 127.00	\$ 100.00	\$ 100.00	\$ 33.00	\$ 33.00	\$ 60.00	\$ 60.00
13B	QUARRY SPALLS	100	EA	\$40.00	\$ 4,000.00	\$ 73.50	\$ 7,350.00	\$ 127.00	\$ 12,700.00	\$ 100.00	\$ 10,000.00	\$ 33.00	\$ 3,300.00	\$ 60.00	\$ 6,000.00
	TOTAL BID ADDITIVE B				\$ 34,850.00		\$ 122,380.50		\$ 149,090.00		\$ 52,317.00		\$ 62,575.00		\$ 119,070.00
	TOTAL BID ADDITIVE A+B				\$ 904,130.00		\$ 685,218.35		\$ 1,011,040.20		\$ 1,126,278.00		\$ 878,174.80		\$ 1,337,868.00

EST. 1988

MARYSVILLE
 WASHINGTON
 We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



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PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company, a Corporation, organized under the laws of the State of Washington, located and doing business at PO BOX 1531, Marysville, WA, (the “Contractor”).

WITNESSETH:

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

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

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

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

2022 Pavement Preservation Project, TB104

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

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

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Fifty (50) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is \$1,888,666.00 (One Million Eight Hundred Eighty Eight Thousand Six Hundred Sixty Six Dollars and Zero Cents) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated 7/6/2022. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Andy Reece (Contractor Representative) on behalf of the Contractor and by Nick Loutsis (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
Andy Reece, President
Reece Construction Company
Po Box 1531
Marysville, WA 98270

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

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

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____ (Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

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

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

Select one:

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

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

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

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

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

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

Contractor

Contractor’s Signature

Printed Name: _____

Title: _____

Date: _____

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

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

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

_____ Contractor Signature: _____ Name: _____ Title: _____ Address: _____ _____ Date: _____	Agency: City of Marysville Signature: _____ Name: _____ Title: _____ Address: _____ _____ Date: _____
---	--

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Project	2022 Pavement Preservation Project
Contractor	
Bank	

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

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

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. **Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. **Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. **Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank’s name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. **Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

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

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

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

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

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

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

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

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

10. *Definitions*

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

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

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

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

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

"*Contractor*" shall mean the undersigned contractor.

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

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

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

11. *Miscellaneous.*

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

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

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

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

<p>AGREED AND ACCEPTED this the __ day of _____, 2022.</p> <p>_____</p> <p>CONTRACTOR</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the __ day of _____, 2022.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____</p> <p>Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____</p> <p>_____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the __ day of _____, 20__.</p> <p>_____</p> <p>BANK</p> <p>By: _____</p> <p>Printed name: _____</p> <p>Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Jon Walker, City Attorney</p>

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	2022 Pavement Preservation Project Name
	TB104 Work Order # (if applicable)
Contractor	
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

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

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

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

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

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

Project Name: 2022 Pavement Preservation Project

Contract Number: TB104

And,

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

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

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

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

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

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

order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal’s performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

The City Attorney may, in his or her discretion, waive conditions of the bond as appropriate.

The bond must be duly executed by the contractor and a surety that is (1) authorized to do business as a surety in the State of Washington and (2) rated at least “A” or better and with a numerical rating of no less than seven (7) by A.M. Best Company. The bond must be accompanied by a fully executed Power of Attorney appointing the signer for the surety as the surety’s attorney-in-fact.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Send bond release information to:

(Address)

(City/State)

ACCEPTED
CITY OF MARYSVILLE

Approved as to Form

By _____
Jon Nehring, Mayor

By _____
Jon Walker, City Attorney

Date: _____

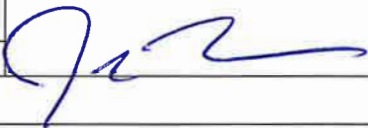
Date: _____

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022


AGENDA ITEM:	
Contract Award – LID Improvements for 2 nd Street	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Certified Bid Tabulation, Public Works Contract	
BUDGET CODE:	AMOUNT:
40250594.563000, D2101	\$3,820,710.53
SUMMARY:	
<p>The LID Improvements for 2nd Street Project calls for a comprehensive rehabilitation of 2nd Street from State Avenue to 47th Avenue. The work to be performed under this contract includes removal of various existing site improvements as well as installation of new water main and storm drain systems, bioretention areas, cement concrete curbs, gutters, sidewalks, median, traffic circles, site grading, asphalt overlays, landscaping, and irrigation system.</p> <p>Bids for the project were received on June 23, 2022, and publicly read aloud. A total of three (3) bid proposals were received, with bids ranging from \$3.64 Million to \$5.69 Million, including Washington State Sales Tax (WSST). By contrast, the Engineer's Estimate for the Project was \$3.51 Million including WSST. Engineering Staff have checked the references listed for the apparent low, responsive bidder, SRV Construction, Inc., received satisfactory comments, and thereby determined that SRV Construction, Inc. is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, SRV Construction, Inc., in the amount of \$3,638,771.93 including WSST. Staff also recommends that Council authorize a 5% Management Reserve as noted below, which would allow the City to react quickly and decisively in managing unanticipated changes that may arise during construction.</p>	
Contract Bid (Includes 9.4% Sales Tax):	\$3,638,771.93
<u>Management Reserve (5%):</u>	<u>\$181,938.60</u>
Total Allocation:	\$3,820,710.53
<u>*Department of Ecology Grant Remaining:</u>	<u>\$1,268,465.08</u>
Total Projected Construction Cost to the City:	\$2,552,245.45
<p>*Ecology has set aside for funds for bid overruns, staff are currently in negotiations to secure additional grant funding for both the LID Improvements for Cedar Avenue and 2nd Street</p>	
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the LID Improvements for 2 nd Street Project contract with SRV Construction, Inc. in the amount of \$3,638,771.93, and approve a management reserve of \$181,938.60, for a total allocation of \$3,820,710.53.	

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:							
Contract Award - Marysville Community Center Remodel P2205							
PREPARED BY:	DIRECTOR APPROVAL:						
Skip Knutsen, PW Services Manager							
DEPARTMENT:							
Parks							
ATTACHMENTS:							
Certified Bid Tabulation, Public Works Contract							
BUDGET CODE:	AMOUNT:						
31000076.563000.P2205	\$258,731.00						
SUMMARY:							
<p>The Marysville Community Center Remodel calls for a remodel conversion of the vacated Marysville Courthouse to a Community Recreation Center and Parks Personnel office space. The work to be performed under this contract includes demolition and construction within various areas of the facility, painting, upgrade to efficient interior and exterior lighting, installation of plumbing, electrical and flooring.</p> <p>Bids for the project were received on May 9, 2022. A total of three (3) bid proposals were received, with bids ranging from \$235,210.00 to \$340,728.49 including Washington State Sales Tax (WSST). By contrast, the Engineer's Estimate for the Project was \$251,620.00 including WSST. Staff have checked the references listed for the apparent low, responsive bidder, EmTech, Inc., received satisfactory comments, and thereby determined that EmTech Inc. is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, EmTech, Inc., in the amount of \$235,210.00 including WSST. Staff also recommends that Council authorize a 10% Management Reserve as noted below, which would allow the City to react quickly and decisively in managing unanticipated changes that may arise during construction.</p>							
<table> <tr> <td>Contract Bid (Includes 9.4% Sales Tax):</td> <td>\$235,210.00</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td><u>\$23,521.00</u></td> </tr> <tr> <td>Total Allocation:</td> <td>\$258,731.00</td> </tr> </table>	Contract Bid (Includes 9.4% Sales Tax):	\$235,210.00	<u>Management Reserve:</u>	<u>\$23,521.00</u>	Total Allocation:	\$258,731.00	
Contract Bid (Includes 9.4% Sales Tax):	\$235,210.00						
<u>Management Reserve:</u>	<u>\$23,521.00</u>						
Total Allocation:	\$258,731.00						
Total Projected Construction Cost to the City:	\$258,731.00						

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Marysville Community Center Remodel with EmTech, Inc. in the amount of \$235,210.00, and approve a management reserve of 23,521.00, for a total allocation of \$258,731.00.



Community Center Remodel Certified Bid Tab

Certified Bid Tab

5/10/2022

31000076.563000.P2205 COMMUNITY CENTER REMODEL

Apparent Low Bid

Section	Item	Description	Quantity	Units	Engineer's Estimate		Emtech		Wilder Custom Construction		Nord Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
I-04.4	1	MINOR CHANGES	EST	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	2	PHASE 1 IMPROVEMENTS	LS	1.00	\$190,000.00	\$190,000.00	\$180,000.00	\$180,000.00	\$17,250.00	\$17,250.00	\$252,462.00	\$252,462.00
	3	PHASE 2 IMPROVEMENTS	LS	1.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$190,193.75	\$190,193.75	\$48,990.00	\$48,990.00
		Sales Tax @ 8.4%				\$21,620.00		\$20,210.00		\$20,439.71		\$29,276.49
						\$251,620.00		\$235,210.00		\$237,883.46		\$340,728.49

**SMALL PUBLIC WORKS CONTRACT
WITH FACILITY CONSTRUCTION**

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 EmTech LLC, a a limited liability corporation, sole proprietorship], organized under the laws of the state of Washington, located and doing business at 635 W Reynolds Ave, Centralia, WA 98531 (the “Contractor”).

WHEREAS, the City desires to redesignate the vacated Court House Facility, located at 1015 State Ave, Marysville, WA, as a multi-use Community Center and Parks and Recreation Administration Facility ; 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 Marysville Community Center Remodel Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than November 14, 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 Two Hundred Thirty Five Thousand Two-Hundred and Ten Dollars (\$235,210.00) 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.
- iv. Builders Risk insurance covering the interests of the City, the Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until Final Acceptance of the Project unless otherwise approved by the City in writing.

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.
- iii. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

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, Commercial General Liability, and Builders Risk 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 Builders Risk insurance or 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. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk

insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the Project. 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, Skip Knutsen, Public Works Services Manager, and shall be administered for the Contractor by the Contractor's Contract Representative, Raelyn Towns, Project Manager. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City:	Skip Knutsen, Public Works Services Manager City of Marysville 80 Columbia Avenue Marysville, WA 98270
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To Contractor: Raelyn Towns, Project Manager
 EmTech, LLC
 635 W. Reynolds Ave
 Centralia, WA 98531

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

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

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____
_____(Name)

Its: _____
_____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

ATTACHMENTS:

- Proposal of Contractor
- Technical Specifications

Exhibit A
Scope of Work & Contract Documents
Marysville Community Center Remodel

Provide for construction remodel of the Marysville Municipal Court located at 1015 State Avenue, Marysville, WA 98270. Project to be completed in two phases according to the Project Schedule; attached Exhibit B.

Work shall be performed Monday through Friday between the hours of 7:00 AM and 4:30 PM, excluding City-recognized Holidays. During project construction of Phase 1, the northwest portion of the building will be occupied by City personnel for City business.

The following scope of work is additionally referenced within the Proposed Community Center Layout.

Phase One

1.1 Reception Area

1. Frame and Finish Interior Wall
 - a. Insulation to be R15 Rockwall
 - b. Sheetrock texture to be light orange peel
 - c. Finished wall to include six (6) electrical outlets (3 per interior wall) complete with Cat 6 receptacle

1.2 Dance/Fitness Studio

1. Demolish existing office
2. Install City supplied flooring according to manufacture specification through entire area
3. Install 3M Privacy Matte (White Frost) to all exterior windows
4. Install Studio Dance Mirrors in conjunction with wall mounted studio dance barre
 - a. Studio dance mirrors to be 48' by a minimum 72" and a minimum thickness of 0.25"
 - b. Studio dance mirrors to be constructed of low-iron tempered glass
 - c. West wall installation
 - d. Dance barre to be installed at a height of 40"
 - e. Dance barre to be a Metro Double Wall Mount Barre and Bracket System
5. Remove and relocate door buzzer to south side of reception entry door
6. Modify all overhead lighting in Area 2 to that of LED lighting and fixtures
 - a. LED Lighting to include installation of wall mounted dimmer control

1.3 Public Restrooms

1. Install two (2) City provided wall mounted baby changing stations for men and women restrooms.

1.4 Baxter Senior Room

1. Install wall to wall upper and lower cabinetry along east wall
 - a. Cabinet configuration and design to be approved by City
 - b. Cabinet doors to include cam style lock or similar design
2. Install two (2) Kohler Sinks Undertone® 23" x 17-1/2" x 11-5/8" under mount utility sink and Moen faucets
 - a. Faucets to be single hole kitchen faucet with sweep spray function
3. Install engineered stone counter top material 3 mm Caesar stone quartz polished
4. Install four (4) 2 gang outlets above lower cabinetry
5. Install required plumbing above suspended ceilings
6. Install four (4) gallon under sink hot water tank
 - a. To include under cabinet 110v outlet installation for power supply
7. Install sewer line from Area 4 through existing south wall to connect with manhole on State Street (east of building)
8. Relocate emergency light from East wall to North wall
9. Modify all overhead lighting in Area 2 to that of LED lighting and fixtures

1.5 Office Space, Parks Personnel

1. Demolish 2 existing interior walls
 - a. May retain and repurpose electrical fixtures for use in Area 1.5b

1.5b Partition Wall

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

1.6 Community Classroom

1. Install carpet tiles as required. City to provide materials.

1.7 Kitchen

1. Reframe existing cabinetry
2. Install City provided appliances, to include
 - a. Installation of 220 amp outlet for stove appliance
 - b. Installation of ventilation for stove appliance

- c. Installation of plumbing/ventilation for washer, dryer and dishwasher

1.8 Community Lounge

1. Demolition of existing partition wall and doorway (kitchen south/east section)
2. Demolition of existing flooring
3. Install full length engineered stone counter top material 3 mm Caesar stone quartz polished
4. Install carpet modular 24 x 24 tiles throughout entire room
 - a. Carpet tile material and design to be approved by City
5. Install three (3) electrical outlets above countertop on west wall

1.9 Exterior Lighting

1. Replace building exterior lighting to LED, match existing fixtures
2. Install tie off system to roof
 - a. Installed system to be OSHA compliant

1.10 Underground Power

1. Install new underground power from building to Christmas tree location on State Avenue

1.11 Facility Garage

1. Pressure wash and painting of 6 roll up doors
 - a. City to provide paint specifications

Phase 2

2.1 Office Space, Parks Personnel

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
 - a. Ceiling sound barrier
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

2.2 Office Space, Parks Personnel

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
 - a. Ceiling sound barrier
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

2.3 Office Space, Parks Personnel

1. Frame new interior wall adjacent to existing wall to provide for sound proofing
 - a. Ceiling sound barrier
2. Frame and finish new interior wall and ceiling with 3 ½ R -15 Rockwall for sound proofing
3. Ensure new construction includes electrical outlets and CAT 6 connections to match existing wall

Minor Changes

An estimate has been entered into the bid proposal for minor changes. At the discretion of the City, minor changes up to the amount as shown on the bid proposal. Such work shall be as directed and approved by the City and tracked as force account or on approval of a formal minor change request.

PROPOSED COMMUNITY CENTER LAYOUT

COURTS BUILDING

1015 State Avenue



- = REMOVE
- = CONSTRUCT
- = EXISTING
- = PHASE II



EST. 1891
MARYSVILLE
WASHINGTON



Know what's below.
Call before you dig.

REVISED	DATE	DESIGN BY	DRAWN BY
1.		ENGINEERING CHECKER	CONSTRUCTION SUPERVISOR
2.		CONSTRUCTION SUPERVISOR	P.W. SUPERVISOR
3.			P.W. SUPERVISOR
4.			P.W. SUPERVISOR

EXAMINED AND APPROVED FOR CONSTRUCTION ON THIS DAY OF _____ 2021 BY: JEFF LAWRENCE, P.E. CITY ENGINEER DEPARTMENT OF PUBLIC WORKS	ENGINEER'S SEAL
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CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT PROPOSED COMMUNITY CENTER BUILDING LAYOUT	DRAWN BY: [Blank] DATE: [Blank] SHEET: 1241
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Update
Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:	
Public hearing on Ordinance 3216, adopted May 23, 2022, which established interim development regulations related to the maximum residential density allowed in the Community Business zone by amending MMC Section 22C.020.080.	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Ordinance No. 3216 2. Memorandum/Packet from 05-23-22 City Council meeting 	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>On May 23, 2022, the City Council adopted Ordinance 3216 (Attachment 1), establishing six-month interim development regulations related to the maximum residential density allowed in the Community Business (CB) zone by amending MMC Section 22C.020.080. Under RCW 36.70A.390, a city may adopt interim regulations, provided it holds a hearing on the interim regulation within 60 days of establishing the regulation. Ordinance 3216 established July 11, 2022, as the City Council hearing date.</p> <p>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 required on the ground level and multifamily uses permitted above ground level commercial uses. The original intent of the CB zone was to be primarily commercial in nature.</p> <p>Per MMC 22C.020.080 (2), the base density in the CB zone is twelve units per gross acre with no maximum density through utilization of Residential Density Incentive provisions. Through Ordinance 3216, the City Council established a lower density of 12 units per gross acre as the maximum density in the CB zone. The purpose of the interim regulation is to allow adequate time for the City to effectively analyze and prepare regulations related to multifamily uses in the CB zone. Materials presented during the May 23, 2022 Council meeting are provided in Attachment 2.</p> <p>A public hearing is scheduled for the July 11, 2022 Council meeting.</p>	
RECOMMENDED ACTION: Staff will discuss next steps and options for a permanent code change with the City Council following the public hearing.	
RECOMMENDED MOTION: No motion as the Ordinance has already been adopted. Conduct public hearing to allow for public comment concerning amendments to the Marysville Municipal Code related to the allowance of multifamily uses in the Community Business zone.	

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. 3216

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS RELATING TO THE MAXIMUM DENSITY: DWELLING UNIT/ACRE IN THE COMMUNITY BUSINESS ZONE BY AMENDING MARYSVILLE MUNICIPAL CODE SECTION 22C.020.080; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF THE INTERIM DEVELOPMENT REGULATIONS; SETTING A PUBLIC HEARING DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the RCW 35A.63.220 provides cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote public health, safety, aesthetics, and welfare, the City of Marysville (the "City") provides development regulations for the permitting of certain uses within specific zoning districts; and

WHEREAS, the Community Business zone was originally envisioned to be primarily commercial in nature, and neither the County's Buildable Lands Report nor the City's Comprehensive Plan assigned residential density to the Community Business zone; and

WHEREAS, multiple-family dwelling units are currently a permitted use within the Community Business zone, subject to certain conditions, including that residential units be located above a street-level commercial use (with the exception for the allowance of two ADA units on the street level, subject to an approved conditional use permit); and

WHEREAS, the market is currently highly conducive to residential uses, and City staff have received development inquiries related to high-density multi-family development within the Community Business (CB) zone and inquiries with minimal commercial uses proposed; and

WHEREAS, establishing a density limit in the Community Business zone would better ensure that future developments in the Community Business zone are consistent with the intended vision for this zone; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 35A.63.220 are necessary to prevent new and high density development in the Community Business Zone that are inconsistent with the intent and vision of that zone, and to allow adequate time for the City to effectively analyze and develop new development regulations sufficient to provide for appropriate permitting of residential land uses in the Community Business zone.

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations as set forth in **Exhibit A** to this Ordinance, amending MMC 22C.020.080.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting beginning at 7:00 p.m. on July 11, 2022 in order to take public testimony and to consider adopting further findings of fact.

Section 5. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without an immediate adoption of the interim development regulations as set forth in **Exhibit A**, applications for high-density residential developments within the Community Business zone could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the interim development regulations as set forth in **Exhibit A** must be adopted as an emergency measure to protect the public health, safety, and welfare, and to prevent the submission of applications for high-density developments within the Community Business zone in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.


Section 7. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 8. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, safety, aesthetics and welfare, shall take effect and be in full force immediately upon its passage. Pursuant to *Matson v. Clark County board of Commissioners*, 79 Wn. App. 641, 904 P.2d317 (1995), non-exhaustive

underlying facts necessary to support this emergency declaration are included in the recitals, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

PASSED by the City Council and APPROVED by the Mayor this 23rd day of May, 2022.


CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

By: 
DEPUTY CITY CLERK

Approved as to form:

By: 
JON WALKER, CITY ATTORNEY

Date of Publication: 5/27/22

Effective Date: 5/23/22

Exhibit A

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%

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 23, 2022

AGENDA ITEM:	
Consider Planning Commission's recommendation and other Alternatives related to base and maximum multi-family densities in the Community Business Zone.	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Memorandum – City Council 05-23-22 2. Proposed Code change (Alternative 3) 3. Ordinance 4. Planning Commission Meeting Minutes – 2-22-22 5. 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>Per MMC 22C.020.080 (2), the base density in the CB zone, is 12 units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions. The City Council may consider a lower base density, maximum density, or a density range such as 8 to 10, 10 to 12 or 12 to 18 units per gross acre.</p> <p>A public hearing is scheduled for the May 23, 2022 Council meeting to consider this matter.</p>	
<p>RECOMMENDED ACTION: Consider the recommendation from the Planning Commission and/or consider reducing the based and maximum densities in the CB zone.</p> <p>RECOMMENDED MOTION: I move to approve Ordinance # ___ to reduce the base and maximum densities in the CB zone to ___ units per acre.</p>	



MARYSVILLE
COMMUNITY
DEVELOPMENT

MEMORANDUM

TO: City Council

FROM: Haylie Miller, Community Development Director

DATE: May 23, 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

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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 is 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 Background:

Planning Commission Review

On April 12, 2022 the Planning Commission held a workshop session to consider several alternatives provided by staff below:

1. Maintain the existing code. The CB zone currently permits multifamily uses above a street-level commercial use at a base density of 12 dwelling units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions.
2. Remove multifamily uses as a permitted use in the CB zone.
3. Reduce the base and maximum multifamily density in the CB zone.
4. Reduce the max height of mixed use buildings in the CB Zone.

The Planning Commission recommended the approach outlined in Alternative 1 above, 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 on the first level, such as structured parking in place of required commercial uses, or to allow for a flex type use which would allow the space to be built for commercial uses but occupied by residential until 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 3.

City Council Review

The City Council reviewed the alternatives and the Planning Commission's recommendation during the May 2 and May 9 City Council meetings, including one additional alternative (alternative 5). Alternative 5 contemplates rezoning one area or all areas in the CB zone.

The City Council ultimately directed staff to schedule a public hearing on May 23, 2022 to consider Alternative 3 – to reduce the maximum density in the CB Zone. A public hearing has been scheduled for this matter on May 23rd.

Proposed Amendment (Alternative 3) – Reduce the Maximum Density in the CB zone.

Per MMC 22C.020.080 (2), the base density is 12 units per gross acre with no maximum density, through utilization of Residential Density Incentive provisions. The City Council may consider a lower base density, maximum density, or a density range such as 8 to 10, 10 to 12 or 12 to 18 units per gross acre.

Staff has selected a vacant site in the CB zone, south of Twin Lakes to demonstrate what the proposed density ranges and trip generation that would be on a 16.5-acre site in the CB zone.

Figure 1. Example Site, 16.5-acres



Table 1. Example Site (16.5-acres): Residential Density and Traffic Trip² Scenarios

Max Density: Units/Acre	Total Units	Trips 7-9 AM 0.4 trips/unit	Trips 4-6 PM 0.51/unit	Average Daily Trips 6.74/day
8	132	53	67	890
10	165	66	84	1,112
12	198	79	101	1,335
14	231	92	118	1,557
16	264	106	135	1,779
18	297	119	151	2002
20	330	132	168	2224
22	363	145	185	2446

For the same site, staff is providing traffic figures associated with a commercial only development scenario for comparison purposes.

Table 2. Example Site (16.5-acres): Shopping Center use and Traffic Trip³ Scenarios

Land Use	Total Square Footage	Trips 7-9 AM 0.84 trips/1,000 SF	Trips 4-6 PM 3.40 trips/1,000 SF	Average Daily Trips 37 trips /1,000 SF
Shopping Center	250,000 (covering 1/5 of the example site)	210	850	9,250

The density ranges provided for the Example Site in Table 1 (above) range from 8 to 22 dwelling units per acre. For comparison, multi-family developments in the Lakewood Neighborhood, zoned Mixed Use, have a base and maximum density of 28 dwelling units per acre and have developed to the following densities:

- **The Lodge Phase 1:** 22 du/acre (188 units/8.6 acres)
- **The Lodge Phase 2:** 23 du/acre (160 units/7.1 acres)
- **The Lodge Phase 3 & 4:** 18 du/acre (344 units/19.5 acres)
- **Vintage at Lakewood:** 27 du/acre (197 units/7.3 acres)
- **The Lodge Phase 5:** 22 du/acre (204 units/9.4 acres)
- **Marysville 172 Apartments:** 27 du/acre (474 units/17.4 acres)

² Traffic trip rates are based on a Multifamily Housing (Low-Rise) rate from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021).

³ Traffic trip rates are based on a Multifamily Housing (Low-Rise) rate from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021).

Note; the Lodge Phases 1 – 3 and Vintage at Lakewood have been constructed and are occupied. The Lodge Phase 4 is currently under construction. The Lodge Phase 5 & Marysville 172 Apartments are currently under formal land use review.

Staff recommends Council consider the information provided by staff, as well as the public testimony taken at the public hearing, and select a base or maximum density range for the CB zone. Staff believes this is a policy-related decision and does not have a formal recommendation for amending the base and maximum density range in the CB zone. However, staff encourages Council support exclusive ground floor commercial uses in the CB zone.

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%

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
RELATING TO AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE
RELATING TO THE MAXIMUM DENSITY: DWELLING UNIT/ACRE IN THE
COMMUNITY BUSINESS ZONE, INCLUDING AMENDMENTS TO
MARYSVILLE MUNICIPAL CODE SECTION 22C.020.080**

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

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

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

WHEREAS, the Community Business zone was originally envisioned to be primarily commercial in nature, and neither the County's Buildable Lands Report nor the City's Comprehensive Plan assigned residential density to the Community Business zone; and

WHEREAS, multiple-family dwelling units are currently a permitted use within the Community Business zone, subject to certain conditions, including that residential units be located above a street-level commercial use (with the exception for the allowance of two ADA units on the street level, subject to an approved conditional use permit); and

WHEREAS, the market is currently highly conducive to residential uses, and City staff have received several development inquiries related to exclusive multi-family development within the Community Business (CB) zone and inquiries with minimal commercial uses proposed; and

WHEREAS, the development inquiries within the Community Business zone are inconsistent with the original vision for this zone, consisting of several hundred multifamily dwelling units; and

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

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

WHEREAS, during the public meeting on April 12, 2022, the Planning Commission discussed proposed amendments related to the Community Business Zone and recommended no changes to MMC 22C.020; and

WHEREAS, during public meetings on May 2 and May 9, 2022 the City Council discussed potential amendments related to the Community Business Zone, which potential amendments included establishing a maximum density limit in the Community Business Zone; and

WHEREAS, establishing a density limit in the Community Business zone would better ensure that future developments in the Community Business zone are consistent with the intended vision for this zone; and

WHEREAS, the City Council held a duly noticed public hearing on May 23, 2022 to consider the changes to MMC 22C.020.080 that would establish a density limit in the Community Business zone; and

WHEREAS, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on May 4, 2022 (Material ID 2022-S-3935) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

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

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

Section 1. Amendment of Municipal Code Section 22C.020.080. MMC Section 22C.020.080, entitled Density and Dimensions, is hereby amended as set forth in **Exhibit A**.

Section 2. Required Findings. The amendments to Section 22C.020.080 are consistent with the following required findings of MMC 22G.010.520:

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

Section 3. Amendment Tracking. MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

"22A.010.160 Amendments.

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Community Business Zone	_____, 2022"

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

Section 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By: _____
 JON NEHRING, MAYOR

Attest:

By: _____
 DEPUTY CITY CLERK

Approved as to form:

By: _____
 JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
 (5 days after publication)

Exhibit A

22C.020.080 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.

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(2) General Densities and Dimension Standards.

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

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

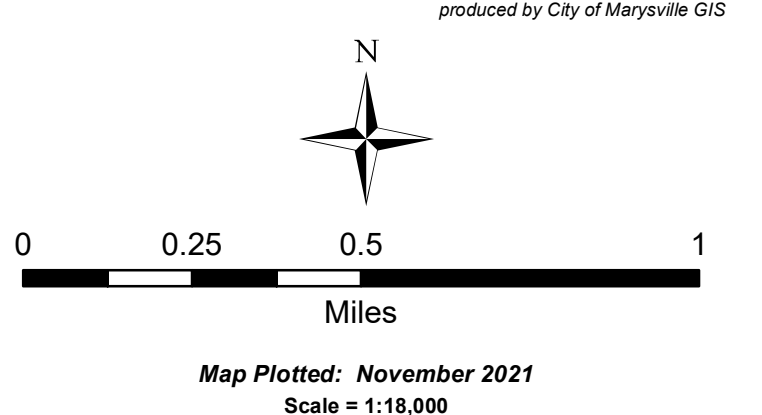
Laurie Hugdahl, Recording Secretary

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

- 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



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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

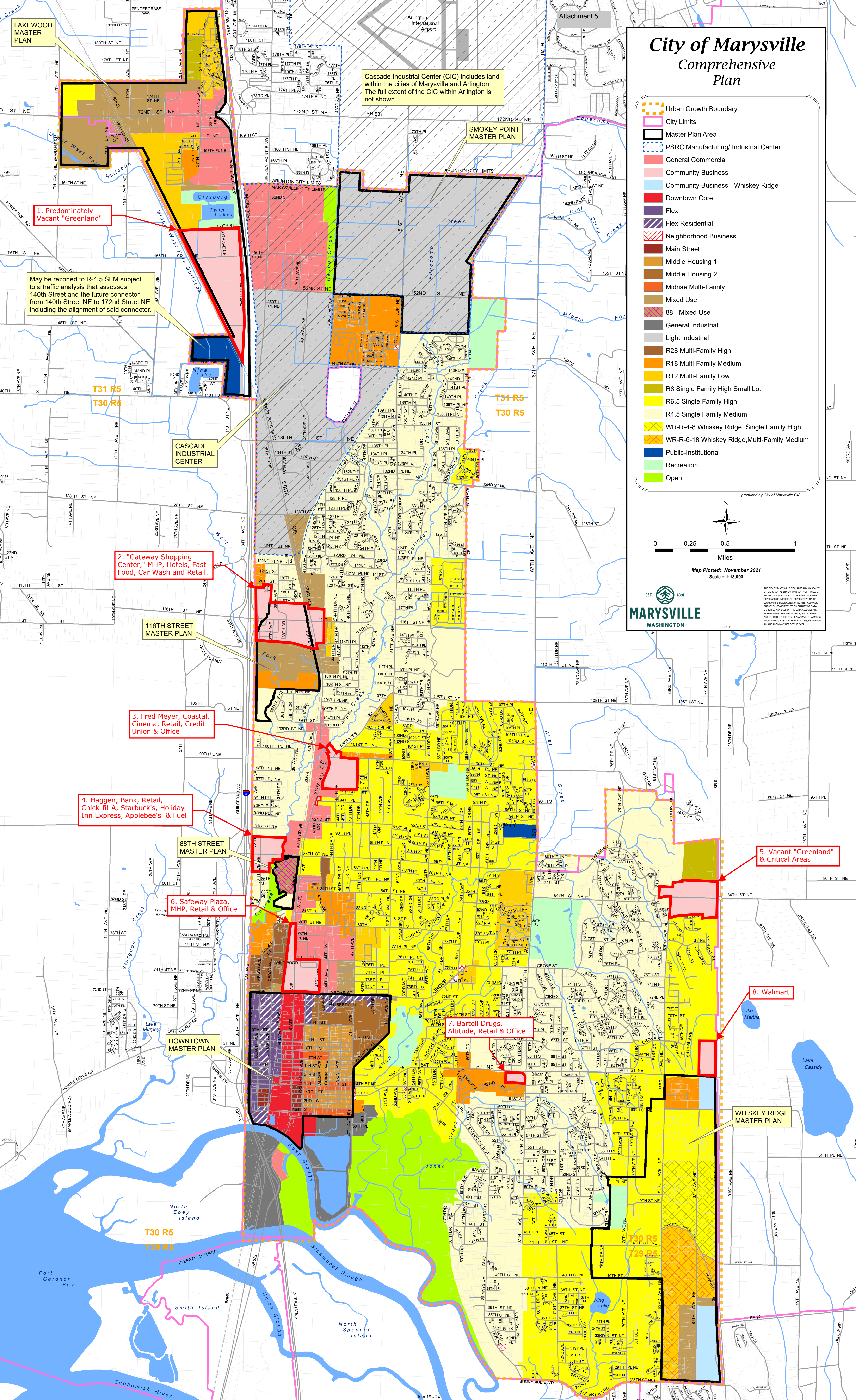
4. Hagen, Bank, Retail, Chick-fil-A, Starbucks, Holiday Inn Express, Applebee's & Fuel

6. Safeway Plaza, MHP, Retail & Office

7. Bartell Drugs, Altitude, Retail & Office

5. Vacant "Greenland" & Critical Areas

8. Walmart




Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:	
Ordinance Amending Title 14 Water & Sewer of the Marysville Municipal Code to Establish a Source Control Program	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Ordinance No. _____ Exhibit A - MMC Chapter 14.20 Amendments Exhibit B - MMC Chapter 14.21 Amendments	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>This ordinance has been prepared to meet requirements of the City’s NPDES Phase II Municipal Stormwater Permit (Phase II Permit). The Phase II Permit requires the establishment of authority for a Source Control Program by August 1, 2022. The Source Control Program will inspect specific land use types, identified in the Phase II Permit, and will require the application of Stormwater Management Manual of Western Washington source control best management practices (BMPs) for pollutant generating sources, where applicable. The review of and subsequently proposed amendments to existing code was completed with grant funds. These funds reimbursed both staff time and professional services support. Source Control inspections are required to begin by January 1, 2023.</p> <p>The MMC changes, proposed to address this requirement, are in MMC 14.20 Wastewater Pretreatment and 14.21 Illicit Discharge Detection and Elimination (IDDE). Needed modifications were identified in the sewer pretreatment code in addition to the IDDE code because sewer pretreatment elements will be a component of the inspections. The amendments to 14.20 provides language to align this code with current requirements of the Pretreatment Program and the Wastewater NPDES Permit. The proposed changes to 14.20 also remove outdated code elements. Amendments of 14.21 include language to establish authority for inspections and enforcement, consistent with the Phase II Permit requirements.</p>	

<p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute Ordinance No. _____.</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, UPDATING THE STORMWATER MANAGEMENT AND SEWER PRETREATMENT REGULATIONS PURSUANT TO THE WESTERN WASHINGTON NPDES PHASE II MUNICIPAL STORMWATER PERMIT ISSUED TO THE CITY BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY AND AMENDING CHAPTERS 14.20 and 14.21 OF THE MARYSVILLE MUNICIPAL CODE.

WHEREAS, the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.* (the Act), requires certain local governments such as the City of Marysville to implement stormwater management programs and regulations within prescribed time frames, and pursuant to said Act the United States Environmental Protection Agency (EPA) has adopted rules for such stormwater programs and regulations; and

WHEREAS, the EPA has delegated authority to the Washington State Department of Ecology (Ecology) to administer such stormwater programs and regulations, and Ecology has issued the Western Washington Phase II Municipal Stormwater Permit, effective August 1, 2019 through July 31, 2024, which requires local governments such as the City of Marysville to implement numerous stormwater management requirements, including requiring the application of source control best management practices (BMPs) for pollutant generating sources associated with existing land uses and activities by August 1, 2022; and

WHEREAS, in 1996, the City Council adopted Ordinance 2072, which adopted sewer pretreatment standards, as set forth in Ch. 14.20 MMC; and

WHEREAS, in 2009, the City Council adopted Ordinance 2782, which adopted illegal discharge and connection regulations, as set forth in Ch. 14.21 MMC; and

WHEREAS, in order to comply with the currently effective Western Washington Phase II Municipal Stormwater Permit, the current stormwater regulations and related municipal code provisions, as primarily set forth in Title 14 MMC, need to be updated to establish a Source Control Program that incorporates and applies source control BMPs; and

WHEREAS, the newly established Source Control Program will reference and review pretreatment standards in the course of regular inspections; and

WHEREAS, the pretreatment standards as set forth in Ch. 14.20 MMC additionally require updates to clearly reflect current practices and procedures with regards to business pollutant management; and

WHEREAS, at a public meeting on July 13, 2022, the Marysville City Council reviewed and considered the proposed amendments to MMC Title 14; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. Amendment of Municipal Code. Sections 14.20.030, 14.20.040, 14.20.130, and 14.20.150 of the municipal code are hereby amended as set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

Section 2. Amendment of Municipal Code. Section 14.21.010, 14.21.020, 14.21.030, 14.21.080 and 14.21.090 of the municipal code is hereby amended as set forth in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 9. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 10. Effective date. This ordinance shall take effect on August 1, 2022.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Jon Walker, City Attorney

Date of Publication:

Effective Date: August 1, 2022.

Exhibit A Chapter 14.20 WASTEWATER PRETREATMENT

14.20.030 Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

(1) "Accessible" when applied to require pretreatment monitoring or equipment, shall mean direct access without necessity of removing any panel, door, vehicle, equipment, materials or other similar obstruction.

(~~12~~) "Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, [33 U.S.C. 1251](#) et seq.

(~~23~~) "Administrative penalty (fine)" means a punitive monetary charge unrelated to treatment cost, which is assessed by the director rather than a court.

(~~34~~) "Applicable pretreatment standards," for any specified pollutant, means Marysville prohibitive standards, Marysville specific pretreatment standards (local limits), state of Washington pretreatment standards, or EPA's categorical pretreatment standards (when effective), whichever standard is appropriate and most stringent.

(~~45~~) "Approval authority" means the state of Washington Department of Ecology.

(~~56~~) "Authorized representative of the user" means:

(a) If the user is a corporation:

(i) The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(ii) The manager of one or more manufacturing, production, or operation facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

(b) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively;

(c) If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her authorized designee;

(d) The individuals described in subsections (5)(a) through (c) may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

~~(67)~~ “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

~~(78)~~ “Biochemical oxygen demand (BOD)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees centigrade, usually expressed as a concentration (milligrams per liter (mg/l)).

~~(89)~~ “Categorical pretreatment standard” or “categorical standard” means any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act ([33](#) U.S.C. [1317](#)) which apply to a specific category of users and which appear in [40](#) CFR Chapter I, Subchapter N, Parts 405 – 471.

~~(910)~~ “Categorical user” means a user covered by one of EPA’s categorical pretreatment standards.

~~(1011)~~ “Chemical oxygen demand (COD)” means a measure of the oxygen consuming capacity of inorganic and organic matter present in wastewater. COD is expressed as the amount of oxygen consumed from a chemical oxidant in mg/l during a specific test.

~~(1112)~~ “City” means the city of Marysville, Washington.

~~(1213)~~ “Cooling water/noncontact cooling water” means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

~~(1314)~~ “Color” means the optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent transmittance is equivalent to zero (0.0) optical density.

~~(15)~~ “Common Interceptor” means one or more interceptors receiving FOG wastewater from more than one establishment.

~~(1416)~~ “Composite sample” means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

~~(1517)~~ “Director” means the director of the city of Marysville public works department, or his duly authorized representative.

~~(1618)~~ Discharge Authorization. See “Wastewater discharge authorization.”

~~(1719)~~ “Domestic user (residential user)” means any person who contributes, causes, or allows the contribution of wastewater into the city POTW that is of a similar volume and/or chemical make-up as that of a residential dwelling unit. Discharges from a residential dwelling unit typically include up to 100 gallons per capita per day at 220 mg/l of BOD and TSS.

~~(1820)~~ “Environmental Protection Agency (EPA)” means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

~~(1921)~~ “Existing source,” for a categorical industrial user, is any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

~~(2022)~~ “Existing user,” for noncategorical users, is defined as any user which is discharging wastewater prior to the effective date of the ordinance codified in this chapter.

~~(2123)~~ “Fats, oils and grease (FOG)” means those components of wastewater amenable to measurement by the methods described in Standard Methods for the Examination of Water and Wastewater, 19th Edition, 1992, Section 5520. The term “fats, oils and grease” shall include polar and nonpolar fats, oils, and grease.

~~(24)~~ “Food service establishment (FSE)” means any establishment, commercial or noncommercial, primarily engaged in preparing, serving, or otherwise making available for consumption foodstuffs in or on a receptacle that requires washing more than two days per week and that discharges to the POTW.

~~(2225)~~ “Grab sample” means a sample which is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and without consideration of time.

~~(26)~~ “Grease removal system (GRS)” means a Grease Interceptor or Grease Trap

~~(2327)~~ “High strength waste” means any waters or wastewater having a concentration of BOD or total suspended solids in excess of 220 mg/l.

~~(2428)~~ “Indirect discharge” or “discharge” means the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act. The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.

~~(2529)~~ “Interference” means a discharge which alone or in conjunction with a discharge or discharges from other sources either: (1) inhibits or disrupts the POTW, its treatment processes or operations; (2) inhibits or disrupts its biosolids (sludge) processes, use or disposal; or (3) is a cause of a violation of the city’s NPDES authorization or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or authorizations issued thereunder: Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

~~(2630)~~ “Local discharge limitations” means enforceable local standards developed by the city of Marysville. The standards are expressed in units of concentration as milligrams of pollutant per liter of solution.

~~(2731)~~ “Maximum allowable discharge limit” means the maximum concentration (or loading) of a pollutant allowed to be discharged at any time.

~~(2832)~~ “Medical wastes” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

~~(2933)~~ “New source” means:

(a) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided, that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(b) Construction on a site at which an existing source is located results in a modification rather than a new source, if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (29)(a)(ii) or (iii) but otherwise alters, replaces, or adds to existing process or production equipment.

(c) Construction of a new source as defined under this subsection has commenced if the owner or operator has:

(i) Begun or caused to begin as part of a continuous on-site construction program:

(A) Any placement, assembly, or installation of facilities or equipment; or

(B) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this section.

~~(3034)~~ New User. A “new user” is not a “new source” and is defined as a user that applies to the city for a new building permit or any person who occupies an existing building and plans to discharge wastewater to the city’s collection system after the effective date of the ordinance codified in this

chapter. Any person that buys an existing facility that is discharging nondomestic wastewater will be considered an “existing user” if no significant changes are made in the operation.

(35) “Non-FSE FOG discharger (NFD)” means any establishment, such as a church, synagogue, worship hall, banquet facility, or meeting space, nursing homes, hotel conference spaces with a commercial-style kitchen that is used for preparing, serving, or otherwise making available for consumption foodstuffs in or on a receptacle that requires washing two days a week or less and that discharges to the POTW.

(3136) “Pass through” means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city’s NPDES authorization (including an increase in the magnitude or duration of a violation).

(3237) “Person” means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns. This definition includes all federal, state, or local governmental entities.

(3338) “pH” means a measure of the acidity or alkalinity of a substance, expressed in standard units.

(3439) “Pollutant” means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor).

(3540) “Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard).

(3641) “Pretreatment requirements” means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(3742) “Pretreatment standards” or “standards” means prohibited discharge standards, categorical pretreatment standards, and local limits established by the city (POTW).

(3843) “Prohibited discharge standards” or “prohibited discharges” means absolute prohibitions against the discharge of certain substances; these prohibitions appear in MMC 14.20.050.

(3944) “Publicly owned treatment works (POTW)” means a “treatment works,” as defined by Section 212 of the Act ([33 U.S.C. 1292](#)) which is owned by the city. This definition includes all devices facilities, or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The term also means the city of Marysville wastewater treatment plant.

(4045) “Recreational vehicle waste (RV waste)” means any domestic and/or residential wastes from holding tanks on private recreational vehicles, including travel trailers, pickup truck mounted campers

and mobile domestic single-family recreational vehicles. This category does not include tour buses and public transportation vehicles. This category does not include wastes from vehicles which collect wastewater from holding tanks.

(4146) “Septic tank waste” means any domestic and/or residential sewage from holding tanks such as vessels, chemical toilets, and septic tanks.

(4247) “Sewage” means human excrement and gray water (household showers, dishwashing operations, etc.).

(4348) “Sewer” means any pipe, conduit ditch, or other device used to collect and transport sewage from the generating source.

(4449) Shall, May. “Shall” is mandatory, “may” is permissive.

(4550) “Significant industrial user (SIU)” means:

(a) A user subject to categorical pretreatment standards; or

(b) A user that:

(i) Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or

(ii) Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(iii) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW’s operation or for violating any pretreatment standard or requirement;

(c) Upon a finding that a user meeting the criteria in subsection (45)(b) has no reasonable potential for adversely affecting the POTW’s operation or for violating any applicable pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, determine that such user should not be considered a significant industrial user.

(4651) “Slug load” means any discharge at a flow rate or concentration which could cause a violation of the discharge standards in MMC 14.20.050 through 14.20.080 or any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge, or any discharge greater than or equal to five times the amount or concentration allowed by authorization or this chapter.

(4752) “Standard Industrial Classification (SIC) code” means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

(4853) “State” means the state of Washington.

(4954) “Storm water” means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

~~(5055)~~ “Total suspended solids” means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

~~(5156)~~ “Toxic pollutant” means one of the pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by EPA under Section 307 (33 U.S.C. 1317) of the Act, or other pollutants as may be promulgated.

~~(5257)~~ “Treatment plant effluent” means the discharge from the POTW into waters of the United States.

~~(5358)~~ Treatment Works. See “Publicly owned treatment works (POTW).”

~~(5459)~~ “User” or “industrial user” means a source of indirect discharge. The source shall not include “domestic user” as defined herein.

~~(5560)~~ “Wastewater” means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

~~(5661)~~ “Wastewater discharge authorization” means an authorization or equivalent control document issued by the city to users discharging wastewater to the POTW. The authorization may contain appropriate pretreatment standards and requirements as set forth in this chapter.

~~(5762)~~ “Wastewater treatment plant” or “treatment plant” means that portion of the POTW which is designed to provide treatment of municipal sewage and authorized industrial waste.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use. (Ord. 2072 § 1.3, 1996).

14.20.040 Abbreviations.

The following abbreviations shall have the designated meanings:

AKART All known available and reasonable technology

ASPP Accidental spill prevention plan

BMPs Best management practices

BOD Biochemical oxygen demand

CFR Code of Federal Regulations

COD Chemical oxygen demand

EPA U.S. Environmental Protection Agency

FOG Fats, oils, and grease

FSE Food service establishment

gpd gallons per day

GRS Grease removal system

l liter

LEL Lower explosive limit

mg milligrams

mg/l milligrams per liter

NFD Non-FSE FOG discharger

NPDES National Pollutant Discharge Elimination System

O and M Operation and maintenance

POTW Publicly owned treatment works

RCRA Resource Conservation and Recovery Act

SIC Standard Industrial Classifications

SWDA Solid Waste Disposal Act (42 U.S.C. 6901, et seq.)

TSS Total suspended solids

U.S.C. United States Code

(Ord. 2072 § 1.4, 1996).

14.20.130 General pretreatment facilities.

(1) Users shall provide all known, available, and reasonable methods of prevention, control, and treatment (AKART) as required to comply with this chapter and shall achieve compliance with all applicable pretreatment standards and requirements set out in this chapter within the time limitations specified by the EPA, the state, or the director, whichever is more stringent. **Users other than significant industrial users (SIUs), subject to this chapter are as follows:**

(a) **Grease Control/Pretreatment.** Measures to control, recycle, remove or pretreat for grease that are applicable to food service establishments, are subject to Chapter 14.20.150 for fats, oils, and grease (FOG) control.

(b) **Automatic and coin-operated laundries, car washes, filling stations, commercial garages or similar businesses having any type of washing facilities (including pressure washing and steam cleaning) or any other dischargers producing grit, sand, silt, oils, lint, or other materials which have the potential of causing partial or complete obstruction of the building site sewer or other areas in the POTW shall install approved interceptors, oil/water separators, coalescing plate treatment, or settling tanks in accordance with specifications adopted by the city of Marysville**

such that excessive amounts of oil, sand, silt, and inert solids are effectively prevented from entering the POTW.

(c) Dental facilities or any other dischargers with the potential to discharge mercury from amalgam shall install approved amalgam separator or shall demonstrate the lack of need for an amalgam separator in accordance with specifications adopted by the city of Marysville such that mercury is effectively prevented from entering the POTW.

(d) Any other commercial user determined to discharge or to have the potential to discharge waste that contains constituents that may impact the function of POTW as determined by the City.

(2) Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated, and maintained at the user's expense.

(3) In addition, the director may establish best management practices (BMPs) for particular groups of users. These BMPs may include, but are not limited to, types or methods of pretreatment technology to be used, methods of source control, minimum maintenance requirements, dragout prevention practices, good housekeeping, spill prevention practices, or other requirements as deemed necessary.

(4) When required by the director, an engineering report, including detailed plans showing the pretreatment facilities and operating procedures, shall be submitted to the city for review, and shall be acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an acceptable discharge to the city under the provisions of this chapter.

(5) Within 90 days after the completion of the wastewater pretreatment facility, the discharger shall furnish as built drawings and its operations and maintenance procedures. Any subsequent significant changes in the pretreatment facility or method of operation shall be reported to and approved by the director prior to the initiation of the changes.

(6) New sources, and new users determined to be significant industrial users (SIUs) must have pretreatment facilities installed and operating prior to discharge, if required. (Ord. 2072 § 2.9, 1996).

(7) All facilities required to pretreat wastewater to a level acceptable to the city shall be kept in continuous operation at all times, and shall be maintained to provide efficient operation. Cleaning must be performed by a service contractor qualified to perform such cleaning, or in a manner approved by the director. All material removed shall be disposed of in accordance with all state and federal regulations. Records and certification of maintenance shall be made readily available to the director for review and inspection and must be maintained for a minimum of three years unless otherwise outlined in Chapter 14.20.150.

(8) If a failure to maintain facilities required to pretreat wastewater to a level acceptable to the city results in partial or complete blockage of the building sewer, private sewer system discharging to the city sewer system, or other parts of the city sewer system, or adversely affects the treatment or transmission capabilities of the POTW, or requires excessive maintenance by the city, or poses a possible health hazard, the discharger responsible for the facilities shall be subject to the remedies imposed by this chapter including cost recovery, enforcement and penalties.

14.20.150 Pretreatment facilities for fats, oils and grease (FOG).**(1) General.**

(a) It shall be unlawful for any food service establishment or other person to discharge, or cause to be discharged, processing wastewater to the collection system or POTW which contains oils, greases, solids, or liquids sufficient to cause obstruction or otherwise interfere with the proper operations of the POTW or collection system.

(b) It shall also be unlawful for any food service establishment or other person to dispose of any grease waste or processing waste containing oils, greases, solids, or liquids and discharge said waste into any drainage piping, public or private sanitary sewer, storm drainage system, sufficient to interfere with the proper operation of that system, or to discharge said waste to any land, street, public way, river, stream, or other waterway.

(c) It shall further be unlawful for any person to allow liquid waste to accumulate on his property or in his possession which is injurious to public health or emits offensive odors.

(d) It shall be unlawful for any person to utilize any chemical emulsifying agent for the purpose of hindering or eliminating the interception of fats or grease prior to entering the city's wastewater collection system.

(e) Food service establishments and other facilities described in subsection (4) of this section discharging wastewater shall install, operate, clean, and maintain a sufficiently sized oil and grease, water and solids separator (herein called grease interceptor) necessary to achieve compliance with requirements set forth under this provision.

(f) (i) Oil or grease of petroleum or mineral origin shall not be discharged to the city's sewer system at a concentration in excess of 100 mg/l.

(ii) Fats, oil or grease of animal or vegetable origin shall not be discharged to the city's sewer system at a concentration in excess of 100 mg/l.

(g) The concentration of oils and grease shall be measured in samples taken from the sampling chamber following pretreatment in an approved grease interceptor in accordance with the requirements of this section. Oil and grease concentration shall be measured using the partition-gravimetric method or the partition-infrared method outlined in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association.

(2) Waste Discharge Requirements.

(a) Waste discharge from fixtures and equipment in establishments that may contain grease, including but not limited to scullery sinks, pot and pan sinks, vent hood drains, dishwashing machines, soup kettles and floor drains located in areas where grease containing materials may

exist, may be drained into the sanitary sewer only after such discharges are pretreated in an approved grease waste interceptor in accordance with this section.

(b) No sanitary wastes from toilets, urinals, or other similar fixtures may be discharged through any grease waste interceptor. All wastes shall enter the interceptor through the inlet pipe only. The wholesale shredding of food wastes into any fixture which discharges to a grease waste interceptor is prohibited.

~~(3) Location:~~

~~(a) Each grease interceptor shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning, and the removal of the intercepted grease. A grease interceptor may not be installed in any part of a building where food is handled. Location of the interceptor shall meet the approval of the director.~~

~~(b) Interceptors shall be placed as close as practical to the fixture(s) they serve.~~

~~(c) Each business establishment for which a grease interceptor is required shall have an interceptor which shall serve only that establishment.~~

~~(43) Pretreatment Required.~~

~~All FSEs and NFDs shall have an adequate grease removal system installed and exercise proper kitchen best management practices to ensure that excess concentrations of FOG are not discharged to the POTW.~~

~~(a) Dischargers who operate newly constructed or remodeled restaurants, meat cutting facilities, cafes, lunch counters, bakeries, cafeterias, bars, or clubs; or hotel, hospital, sanitarium, factory or school kitchens; or other establishments that serve or prepare food where grease may be introduced to the sewer system shall have pretreatment facilities to prevent the discharge of fat waste, oil, or grease.~~

~~(b) Dischargers who operate automatic and coin-operated laundries, car washes, filling stations, commercial garages or similar businesses having any type of washing facilities (including pressure washing and steam cleaning) or any other dischargers producing grit, sand, oils, lint, or other materials which have the potential of causing partial or complete obstruction of the building site sewer or other areas in the POTW shall install approved interceptors, oil/water separators, or tanks in accordance with specifications adopted by the city of Marysville such that excessive amounts of oil, sand and inert solids are effectively prevented from entering the POTW.~~

~~(54) Design~~

~~GRSs shall be designed, sized, located and constructed in accordance with the city's engineering design and development standards (EDDS) or as provided by the Director or designee.~~

~~(a) Grease interceptors shall be multiple compartment flotation chambers where grease floats to the water surface and is retained while the clear water underneath is discharged. The clear water discharged is subject to the discharge prohibitions of subsection (1) of this section.~~

~~(b) The grease interceptor shall be followed by a sampling compartment to allow for monitoring of discharges from the pretreatment unit. The geometry of the sampling compartment shall be in accordance with city of Marysville standard plan for grease interceptors available at the utility department. Interceptors shall have fittings designed for grease retention.~~

~~(c) There shall be an adequate number of manholes to provide access for cleaning and maintenance of all areas of the interceptors; a minimum of one manhole per 10 feet of interceptor length. Manhole covers shall be gas-tight in construction, and have a minimum opening dimension of 20 inches.~~

~~(6) Sizing Criteria.~~

~~(a) Sizing Formula. The size of the grease interceptor shall be determined by using the following formula: seating capacity or the number of meals served per peak hour, whichever is greater, x 6.0 gallons x 2.5 hours x storage factor = interceptor size in gallons.~~

~~Storage factor shall be as follows:~~

~~Facilities open less than 16 hours = 1~~

~~Facilities open for 16 hours or more = 2~~

~~Facilities open for 24 hours = 3~~

~~(b) In cases of certain fast food restaurants or establishments with the potential to discharge large quantities of oils, grease, solids or wastewaters, larger capacities of grease interceptors may be required. Prepackaged or manufactured grease interceptors may be approved by the director with proper engineering and application review.~~

(5) New Construction

All new construction FSEs and NFDs shall submit kitchen fixture plan views and kitchen waste plans showing all potential grease-discharging lines, all GRSs, and connecting piping to the director or his designee for approval prior to construction. The plumbing shall be installed in accordance with the approved plans. Failure to submit plans or construct in accordance with approved plans is a violation of this chapter.

(a). All new single-occupancy food service establishment buildings shall be constructed with properly sized interceptor-style grease removal systems. Where bona-fide space or gradient limitations make the use of an interceptor-style GRS impractical, and with prior approval of the director, an FSE may install properly sized trap-style GRSs. All kitchen drains and any other drains that may carry grease-laden waste shall be connected to this GRS (except the dishwasher if a trap-style GRS is installed). If a trap-style GRS is installed, the kitchen may not have a garbage disposal/garbage grinder/macerator or similar unit installed.

(b) All new construction multi-tenant buildings (strip centers) shall include a separate waste line for all leasable spaces that discharges to a common two thousand gallon or

larger interceptor. This waste line shall be permanently marked to identify it as required by the director. When a space is leased, sold, or rented to an FSE or NFD, all kitchen drains and any other drains that may carry grease-laden waste shall be connected to this waste line; no domestic sewage may be connected to this line. The property owner shall be responsible for proper maintenance of this interceptor in accordance with the provisions of this chapter.

(c) All new single-occupancy non-FSE FOG discharger buildings shall install a properly sized GRS. Interceptor-style GRSs are recommended, but trap-style GRSs are permissible. All kitchen drains and any other drains that may carry grease-laden waste shall be connected to this GRS (except the dishwasher if a trap-style GRS is installed). If a trap-style GRS is installed, the kitchen may not have a garbage disposal/garbage grinder/macerator or similar unit installed.

(d) Any FSE or NFD undertaking a substantial remodel or tenant improvements will be considered to be new construction for the purposes of this chapter.

(6) Existing Dischargers of Grease Wastes

Any existing FSE or NFD without a functional GRS shall be required to install one. The type of GRS required will be determined by the director, taking into account cost, available space and gradient, history of impacts and maintenance to the sewer collection system, and any other pertinent information. Where feasible, all kitchen drains and any other drains that may carry grease-laden waste shall be connected to this GRS (except the dishwasher if a trap-style GRS is installed). If a trap-style GRS is installed, the kitchen may not have a garbage disposal/garbage grinder/macerator or similar unit installed.

(7) Source Control.

(a) All food establishments which deep fry, pan fry or otherwise generate liquid or semisolid restaurant grease shall maintain a container on-site for containment of liquid and semisolid grease wastes. This liquid or semisolid grease shall be transported to an approved rendering plant.

(b) In no case shall free liquid grease be disposed of directly into fixtures which are connected to the sewer system.

(c) Unused butter, margarine, or other solid grease products shall not be discharged to the sewer system through garbage disposals or other means. No exceptions to the prohibitions of this subsection are allowed for fixtures which discharge to the sewer system through an approved grease interceptor.

(d) Hauling and recycling of restaurant grease shall be accomplished at a facility holding a state rendering permit.

(8) Additives.

(a) The use of any additive, such as enzymes, chemicals, or bacteria, as a substitute for grease interceptors or the maintenance of grease interceptors is prohibited.

(b) The use of additives as a supplement to grease interceptors may be authorized by the director. The director will provide a specific written protocol for testing of additives proposed for use as supplements for grease interceptor or sewer line maintenance. Completion of the testing protocol to the satisfaction of the director at the expense of the grease generator is required prior to use of any additive.

(c) A written authorization from the director shall be obtained after completion of the testing protocol to verify that no objection is taken to the use of the proposed additive. In no case shall any additive which emulsifies fats, oils or grease be used. The city will provide a written test procedure for determination of emulsifying agents.

(9) Grease ~~removal system~~ ~~Interceptor~~ Maintenance.

(a) Each facility required to install and maintain a ~~grease waste interceptor~~ GRS under this chapter shall provide regular maintenance of said ~~interceptor~~ GRS to the satisfaction of the director in an accordance with the requirements set forth in this chapter.

(b) Trap style GRSs shall be inspected and cleaned no less than once per month. Trap-style GRSs may be maintained by the FSE or NFD. When cleaned, the trap must have surface grease and oil removed, settled solids removed, all sides scraped, removable parts removed and cleaned, be inspected for damage and corrosion, and be properly reassembled. If repairs are required, they shall be performed within seven days. Maintenance and cleaning records must be kept on site and readily accessible for a period of 12 months.

(c) The material that is removed in the process of cleaning a GRS shall not be discharged back into the GRS, any part of the POTW, any private sewer, any drainage piping, or storm sewer system. All materials removed shall be handled and disposed of in accordance with federal, state, county and local laws, rules and regulations.

(d) In addition to the maintenance required above, automatic grease removal systems shall be maintained in accordance with the manufacturers' guidelines.

(~~be~~) Each person who removes grease waste from the grease interceptor ~~style~~ GRS shall, to the extent technically and mechanically possible, remove the entire content of the grease interceptor.

(i) Pumping. All grease interceptors shall be maintained by the user at the user's expense. Maintenance shall include the complete removal of all contents including floating materials, wastewater, and bottom sludges and solids. Decanting or discharging of removed waste back into the interceptor from which the waste was removed or any other grease interceptor for the purpose of reducing the volume to be hauled is prohibited.

(ii) Grease Removal and Grease Interceptor Pumping Frequency. All grease interceptors must be pumped out completely once every three months, or more frequently, as required by the director. Exception to this minimum frequency of pumping may be

made with special written approval from the director for generators of small quantities of grease wastes. In no case shall the frequency of pumping be less than once every six months.

(iii) Disposal of Grease Interceptor Pumpage. All waste removed from each grease interceptor must be disposed of at a facility permitted by the health department in the county in which the disposal facility is located. Under no circumstances shall the pumpage be returned to any POTW or any sewer.

(iv) Maintenance Requirements. Each person who engages in grease waste handling shall maintain all vehicles, hoses, pumps, tanks, tools, and equipment associated with grease waste handling in good repair, free of leaks, and in a clean and sanitary condition. All hoses and valves on grease waste handling vehicles or tanks shall be tightly capped or plugged after each use to prevent leakage, dripping, spilling or other discharge of grease wastes and any public or private property.

(v) Maintenance Records. A log indicating each pumping of an interceptor for the previous 12 months shall be maintained by each food service establishment. This log shall include date, time, amount pumped, hauler and disposal site and shall be kept in a conspicuous location for inspection by health department or POTW personnel. ~~The maintenance record log shall be recorded in the format of the sample log included in subsection (10) of this section.~~

(vi) Maintenance Reporting. The information required in the maintenance log shall be submitted to the control authority annually ~~or as specified by POTW personnel~~. The reporting period is January 1st through December 31st of each year. The report shall be submitted within 30 days after the end of the reporting period.

(vii) Hazardous Material Prohibited. No person shall collect, transport, or handle any hazardous material in any vehicle used for grease waste handling.

~~(10) Maintenance Log Format. All pumpage collected by haulers from grease interceptors shall be verified by a maintenance log which confirms pumping, hauling and disposal of waste. Maintenance records and maintenance reporting requirements are specified in subsections (9)(b)(v) and (vi) of this section. Each person who engages in grease waste hauling shall complete the log each time such person services a grease interceptor. Such person shall provide a copy of the log to the generator of the grease waste. The log format shall be one of two types.~~

~~(a) Type I Maintenance Log Format. The Type I format shall be used when the transporter of the pumpage maintains and operates a grease waste treatment facility where such facility is permitted by the local department of Health in the county in which the facility is located. The local health department permit shall specifically cover activities associated with grease waste recycling and/or disposal activities.~~

~~The director will maintain a list of approved permitted grease waste receiving facilities. A permitted grease waste facility may be added to the director's list of approved facilities upon submittal of a proper department of health permit for the county in which the receiving facility~~

is located. The Type I grease waste maintenance log format shall be used only by transporters on the director's list of approved permitted grease waste receiving facilities.

(b) Type II Maintenance Log Format. The Type II grease waste interceptor maintenance log format shall be used when the transporter of the pumpage does not maintain and operate a permitted grease waste treatment facility. The Type II format shall be used by all transporters not on the list of permitted and approved grease waste receiving facilities maintained by the director. Any transporter on the approved list who does not dispose of the hauled grease waste at its own permitted treatment facility shall use the Type II format.

Each log entry shall consist of a single sheet of eight and one half inch by 11 inch paper on which the required data is entered. The following format shall be used for each log entry:

Type I Format

GREASE INTERCEPTOR MAINTENANCE LOG

TYPE I FORMAT

PREPARED FOR THE CITY OF MARYSVILLE, WA

GENERATOR INFORMATION

- NAME: (type facility name)
- ADDRESS: (type facility address)
- DATE: (handwritten entry)
- VOLUME PUMPED: (handwritten entry)

TRANSPORTER INFORMATION

- NAME: (type business name of transporter)
- ADDRESS: (type transporter address)
- VEHICLE DESCRIPTION AND CAPACITY: (handwritten entry)
- ESTIMATED THICKNESS OF FLOATING GREASE: (handwritten entry)
- ESTIMATED DEPTH OF BOTTOM SOLIDS: (handwritten entry)
- COMMENTS: (provide four lines the full width of the page to allow driver to enter observations on the condition of the grease interceptor)
- DRIVER NAME: (hand print driver name)
- SIGNATURE: (driver signature)

Type II Format

GREASE INTERCEPTOR
MAINTENANCE LOG

TYPE II FORMAT

PREPARED FOR THE CITY
OF MARYSVILLE, WA

GENERATOR INFORMATION

- NAME: (type facility name)
- ADDRESS: (type facility address)
- DATE: (handwritten entry)
- VOLUME PUMPED: (handwritten entry)

TRANSPORTER INFORMATION

- NAME: (type business name of transporter)
- ADDRESS: (type transporter address)
- VEHICLE DESCRIPTION AND CAPACITY: (handwritten entry)
- ESTIMATED THICKNESS OF FLOATING GREASE: (handwritten entry)
- ESTIMATED DEPTH OF BOTTOM SOLIDS: (handwritten entry)
- COMMENTS: (provide four lines the full width of the page to allow driver to enter observations on the condition of the grease interceptor)
- DRIVER NAME: (hand print driver name)
- SIGNATURE: (driver signature)

RECEIVING FACILITY INFORMATION

- FACILITY NAME: (type facility name)
- ADDRESS: (type facility address)
- FACILITY PERMIT NUMBER: (type Dept. of Health permit number)
- DATE: (handwritten entry)
- VOLUME OF WASTE: (handwritten entry)
- CLASSIFICATION OF WASTE: (handwritten entry)
- NAME: (print name of receiving facility employee authorized to document waste discharge)
- SIGNATURE: (signature of above employee)

(11) Inspection and Entry.

(a) Any and all premises serviced by a grease interceptor and any and all records pertaining thereto shall be subject to inspection by the director for the purpose of determining compliance with this chapter.

(b) All GRSs shall be made accessible for inspection.

(c) Any and all premises and vehicles used by any person performing grease waste handling any and all records of such person which relate to such person's grease waste handling activities shall be subject to inspection by the director for the purpose of determining compliance with this chapter.

~~(12) Existing Dischargers of Grease Wastes.~~

~~(a) All existing restaurants, cafes, bakeries, lunch counters, cafeterias, meat cutting facilities, bars, or clubs, or hotel, hospital, sanitarium, factory or school kitchens; or other establishments that serve or prepare food where grease may be introduced to the sewer system which do not have grease interceptors, or do not have adequately sized interceptors at the time of adoption of the ordinance codified in this chapter shall meet the requirement for interception of grease, oils and fats by installing an approved grease interceptor.~~

~~(b) Approved grease interceptors shall be installed within six months of the adoption of the ordinance codified in this chapter for existing facilities identified by the director as having a history of causing problems in the city's collection system. Facilities which must install approved grease interceptors within six months of ordinance adoption will be notified in writing by the director.~~

~~(c) Existing facilities which are not so notified by the director shall have 18 months from the time of adoption of the ordinance codified in this chapter to install approved grease interceptors in accordance with this chapter. Existing facilities which currently have grease interceptors of adequate size to meet the requirements of this chapter shall submit drawings of the existing installation along with calculations to demonstrate the adequacy of the existing installation. If the director determines that the existing grease interceptor meets the requirements of this chapter, the facility will be required to install only the sampling chamber as shown on the standard plan for grease interceptors. (Ord. 2072 § 2.11, 1996).~~

Exhibit B – MMC Chapter 14.21 ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Chapter 14.21

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Sections:

- 14.21.010** Purpose/objectives.
- 14.21.020** Applicability.
- 14.21.030** Definitions.
- 14.21.040** Prohibited discharges.
- 14.21.050** Allowable discharges.
- 14.21.060** Conditional discharges.
- 14.21.070** Prohibition of illicit connections.
- 14.21.080** **Inspections and investigations.** ~~Access to premises.~~
- 14.21.090** Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices (BMPs).
- 14.21.110** Watercourse protection.
- 14.21.120** Notification of spills.
- 14.21.130** Suspension of MS4 access.
- 14.21.140** Enforcement.
- 14.21.150** Compensatory action.
- 14.21.160** Severability.
- 14.21.170** Ultimate responsibility.

14.21.010 Purpose/objectives.

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of Marysville through the regulation of ~~non-storm water~~ discharges to ~~the city's~~ storm drainage systems to the maximum extent practicable as required by federal and state law. ~~This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.~~

The objectives of this chapter are:

- (1) To regulate the contribution of pollutants to the MS4, **or private storm sewer systems** by ~~storm water~~ discharges ~~by from~~ any user;
- (2) To prohibit illicit connections and discharges to the municipal separate storm sewer system;
- (3) Require applicable source control BMPs for stormwater discharge; and**
- ~~(34)~~ To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter. (Ord. 2782 § 1 (Exh. A), 2009).

14.21.020 Applicability.

This chapter shall apply to all **water discharges, either directly or indirectly,** entering the municipal separate storm sewer system (MS4) **and private storm sewer systems** from any developed and undeveloped lands unless explicitly exempted by the city. (Ord. 2782 § 1 (Exh. A), 2009).

14.21.030 Definitions.

“AKART” means all known, available, and reasonable methods of prevention, control, and treatment. See also the State Water Pollution Control Act, RCW 90.48.010 and 90.48.520.

“Best management practices (BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“Director of public works” or “director” means the director of the public works department or his/her designee.

“Ground water” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

“Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Hyperchlorinated” means water that contains more than 10 mg/liter chlorine.

“Illicit discharge” means any direct or indirect non-storm water discharge to the city’s storm drain system, except as expressly exempted by this chapter.

“Illicit connection” means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, which are:

- (a) Owned or operated by the city of Marysville;
- (b) Designed or used for collecting or conveying storm water;
- (c) Not part of a publicly owned treatment works (POTW) (“POTW” means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned); and
- (d) Not a combined sewer (“combined sewer” means a system that collects sanitary sewage and storm water in a single sewer system).

“National Pollutant Discharge Elimination System (NPDES) storm water discharge permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 U.S.C. Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“Non-storm water discharge” means any discharge to the storm drain system that is not composed entirely of storm water.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner of a premises or as the owner’s agent.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

“Source control best management practices (BMPs)” means a structure or operational practices intended to prevent pollutants from coming into contact with storm water through physical separation of areas or careful management of activities that are sources of pollutants and are defined in the Stormwater Manual.

“Stormwater Manual” means the Stormwater Management Manual for Western Washington adopted in MMC as the city’s minimum stormwater regulations, technical reference manual and maintenance standard.

“Storm or storm water drainage system” means publicly owned facilities, including the city’s municipal separate storm sewer system, by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human made or altered drainage channels, reservoirs, and other drainage structures.

“Storm water” means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow. (Ord. 3035 § 6 (Exh. F), 2016; Ord. 2782 § 1 (Exh. A), 2009).

“Storm water treatment best management practices (BMPs)” means BMPs that are intended to remove pollutants from stormwater using gravity, settling, filtration, biological uptake, soil adsorption, and other processes as defined in the Stormwater Manual.

14.21.080 Inspections and investigations ~~Access to premises.~~

(1) Authority. The director is authorized to establish inspection programs. Inspection programs may include, but are not limited to:

- (a) Routine inspections;
- (b) Random inspections;
- (c) Inspections based upon complaint or other notices of possible violations;
- (d) Inspection of drainage basins or areas identified as higher than typical sources of sediment or other pollutant or pollutants;
- (e) Inspection of any potential pollution generating sources on all public and private properties within the City; and
- (f) Joint inspection with other agencies inspecting under environmental or safety laws.

(2) Right of Entry. An authorized representative of the city may enter private property, upon receiving permission from a property owner (or other person responsible for the premises), for the purpose of engaging in activities pursuant to this chapter and the NPDES permit program. Activities may include inspection, technical assistance, sampling, testing, examination, abatement, copying of records, and the performance of any other duties as defined by state and federal law or imposed by this chapter. If entry is refused or cannot be obtained, the director shall have recourse to every remedy provided by law to secure entry.

(3) Right of Entry in Emergency. In the event of an emergency presenting a threat to public health or safety and requiring immediate action by the director under this chapter, the director may enter onto any property without obtaining consent; provided, that as soon as practicable thereafter, the director shall advise the property owner or other responsible person of such entry.

(4) As a condition of approval of storm water facilities pursuant to this title, property owners shall be deemed to have permitted the city to enter and inspect premises subject to regulation under this title, as set forth in this section and as often as may be reasonably necessary to determine compliance with this title. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.

~~(2) Premises owners, occupiers and their agents shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of this title and the performance of any additional duties as defined by state and federal law.~~

(5) Inspections and Investigations of Prohibited Discharges and Pollutants. The city shall have the authority to inspect sources of prohibited storm water discharges and pollutants and BMPs. Inspections may include, but are not limited to:

- (a) Examination of vehicles, trailers, tanks, or mobile or stationary equipment which could cause a prohibited discharge;
- (b) Inspection, sampling, and testing any area, discharge, material, or drainage facility for the purpose of determining the potential for contribution of pollutants to the storm water drainage system or waters of the state;
- (c) Screening for and/or tracking illicit discharges or illicit connections;
- (d) Inspecting land uses and potential pollution generating activities to ensure that appropriate source control BMPs are implemented and maintained;
- (e) Investigation of the integrity of drainage facilities on the premises using appropriate tests including but not limited to dye or smoke testing or video surveys;
- (f) Creating records reasonably necessary to document conditions related to storm water pollution or BMPs implemented on the premises, including but not limited to photographs, video, measurements and drawings; and
- (g) Inspection and copying of nonconfidential records relating to site activity or processes presently or previously occurring, including but not limited to safety data sheets, storm water pollution prevention plans, spill response plans, hazardous waste manifests, drainage inspection records, state or federal storm water permits, or other records related to prohibited connections or discharges.

(36) The city shall have the right to set up on any premises such devices as are necessary in the opinion of the director to conduct monitoring and/or sampling of the storm water discharge.

(47) The city has the right to require premises owners, occupiers or their agents to install monitoring equipment as necessary. The monitoring equipment shall be maintained at all times in a safe and proper operating condition by the premises owners, occupiers, or their agents at their own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.

(58) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the premises owner, occupiers or their agents at the written or oral request of the city and shall not be replaced. The costs of clearing such access shall be borne by the premises owner or occupier.

(69) Unreasonable delays in allowing the city access to a premises is a violation of this chapter. A person who is the owner or operator of a premises commits an offense if the person denies the city reasonable access to the premises for the purpose of conducting any activity authorized or required by this chapter. (Ord. 2782 § 1 (Exh. A), 2009).

14.21.090 Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices (BMPs).

The Stormwater Manual sets forth approved best management practices (BMPs). The owner or operator of a commercial or industrial establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system, **private storm drain systems**, or watercourses through the use of these structural and nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. (Ord. 2782 § 1 (Exh. A), 2009).

(1) **Prohibited Discharges.** Best management practices (BMPs) as specified in the Stormwater Manual shall be applied to any activity that might result in a prohibited discharge.

(2) **Source Control of Pollution.** Source control BMPs shall be applied to all properties within the city that are engaged in pollution generating activities that have the potential to discharge pollutants into the storm water drainage system or waters of the state, regardless of whether the property is covered under a separate NPDES permit. Pollutants shall be controlled by implementing appropriate source control BMPs as specified in the Stormwater Manual. Pollutants associated with land uses or activities not addressed in the Stormwater Manual shall be controlled using BMPs reviewed and accepted by the city.


(3) If upon inspection of existing BMPs, the director determines that the BMPs are inadequate at controlling prohibited discharges or pollutants, the director may require any person responsible for a property or premises which is, or may be, the source of a prohibited discharge or pollutant to implement, at their own expense, additional operational BMPs, and if necessary, structural BMPs and/or treatment BMPs or facilities, or both, to prevent the further discharge of prohibited storm water discharges or pollutants.

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:	
Ordinance Amending Sections 14.07.010 and 14.07.060 of the Marysville Municipal Code	
PREPARED BY:	DIRECTOR APPROVAL:
Ken McIntyre, Assistant City Engineer	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Ordinance No. _____ Exhibit A – MMC 14.07.010 Revisions Exhibit B – MMC 14.07.060 Revisions	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>The proposed ordinance will waive water meter upgrade fees and discount base water rates for single-family residences installing automatic fire sprinkler systems, where a larger meter is required to provide necessary fire flow.</p> <p>The ordinance proposes to amend Section 14.07.010 of the Marysville Municipal Code as set forth in Exhibit A. When a single-family residential unit requires a meter larger than 5/8" x 3/4" in order to supply a residential fire sprinkler system, the drop-in meter fee shall be charged at the same rate as a 5/8" x 3/4" meter. Water meter upsizing to 1" is typically required to provide minimum fire flows for a residential fire sprinkler system. The difference in price for installation between a 5/8" x 3/4" meter and 1" meter is \$60.</p> <p>The ordinance also proposes to amend Section 14.07.060 of the Marysville Municipal Code as set forth in Exhibit B, which will allow single-family residential units constructed with automatic fire sprinkler systems to be charged a bimonthly base water rate equal to the rate for a 5/8" x 3/4" meter, regardless of the size of meter installed. Within the City limits, the difference in the bi-monthly rate beginning in 2023 between a 5/8" service (\$25.52) and a 1" service (\$63.82) is \$38.30. A single-family residential customer with an automatic fire sprinkler system is essentially being penalized this amount. The difference in rate will go into effect beginning January 1, 2023.</p> <p>These changes were initially requested by the Marysville Fire District and supported by the Master Builder's Association.</p>	

RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute Ordinance No. _____.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING SECTIONS 14.07.010 AND 14.07.060 OF THE MUNICIPAL CODE, BY WAIVING WATER METER UPGRADE FEES AND DISCOUNTING BASE WATER RATES FOR SINGLE FAMILY RESIDENCES INSTALLING FIRE SPRINKLER SYSTEMS.

WHEREAS, the City is authorized under RCW 35.92 to establish and maintain water and sewer systems and establish rates for those services; and

WHEREAS, Section 14.07.010 of the Marysville Municipal Code establishes water meter installation fees in accordance with the following table:

Effective Date	11/1/2006
5/8" x 3/4"	\$500.00
3/4" x 3/4"	\$525.00
1"	\$560.00
1-1/2"	\$750.00
2"	\$850.00
3" and over	Charge time and material/ \$3,500 minimum

WHEREAS, Section 14.07.060 of the Marysville Municipal Code establishes bimonthly water rates in accordance with the following table:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$24.53	\$36.81	\$49.07
5/8"	1	\$24.53	\$36.81	\$49.07
3/4"	1.5	\$36.81	\$55.19	\$73.59
1"	2.5	\$61.34	\$92.00	\$122.66
1-1/2"	5	\$127.62	\$191.43	\$255.24
2"	8	\$204.18	\$306.28	\$408.36
3"	16	\$408.36	\$612.55	\$816.73
4"	25	\$638.09	\$957.13	\$1,276.15
6"	50	\$1,276.15	\$1,914.21	\$2,552.28

8"	80	\$2,041.83	\$3,062.75	\$4,083.67
10"	115	\$2,935.13	\$4,402.70	\$5,870.27
12"	200	\$5,104.58	\$7,656.87	\$10,209.15

WHEREAS, water meter upsizing of up to 1” is typically required to provide minimum fire flows for residential fire sprinkler systems; and

WHEREAS, fire sprinklers inside a home reduce the chance of fire death by 80 percent and cut average property loss by an average of 70 percent, according to the U.S. Fire Administration; and

WHEREAS, children under the age of five and adults over the age of 65 are at elevated risk of injury or death caused by fire; and

WHEREAS, the City and the Marysville Fire District seek to reduce barriers to the installation of residential fire sprinkler systems; and

WHEREAS, the City, in collaboration with the Marysville Fire District and the Master Builders Association, have identified meter fees as a barrier to the installation of residential fire sprinkler systems; and

WHEREAS, for those single-family residences that require a 1” or greater meter for fire as a condition for residential sprinkler systems, reducing the water meter drop-in fee and bimonthly base rate to the amounts established in the municipal code for 5/8” meters will help incentivize installation of such sprinkler systems; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Section 14.07.010 of the Marysville Municipal Code is amended as set forth in **Exhibit A**.

SECTION 2. Section 14.07.060 of the Marysville Municipal Code is amended as set forth in **Exhibit B**.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

Exhibit A

14.07.010 Capital improvement charges.

(1) Capital improvement charges shall be assessed on all new connections to the water, sewer and storm water systems. Capital improvement charges shall also be assessed for a remodel or expansion of an existing building or use. For purposes of this section, an “existing building or use” shall mean all commercial or industrial buildings or uses, churches, schools or similar uses, and all residential buildings or uses where a remodel or expansion increases the number of dwelling units. The capital improvement charge constitutes an equity payment by new and existing customers for a portion of the previously existing capital assets of the system. Capital improvement charges also constitute a contribution to a long-term capital improvement program for the utility system which includes acquisition of new or larger water sources, construction of water storage and transmission facilities, and construction of sewer and storm water trunk lines and treatment facilities. Capital improvement charges shall be paid in full before a new connection or expansion or remodel to an existing building or use shall be approved. All payments shall be deposited in the utility construction fund and shall be made prior to building permit issuance for residential construction and prior to issuance of a certificate of final occupancy for commercial/industrial construction.

(2) The following capital improvement charges are established:

Residential Units

Connection Charges

Type of Connection		City Water	Outside Water	City Sewer	Outside Sewer	Storm Water
Residential*						
Effective Date	1/1/2005	\$3,675	\$4,305	\$3,120	\$3,495	
	1/1/2006	\$4,750	\$5,490	\$4,490	\$4,890	
	1/1/2011					\$95.00
Multifamily Residential**						
Effective Date	8/1/2012 through 8/1/2015	\$3,000	\$5,490	\$3,000	\$4,890	
Accessory Dwelling Unit***						
Effective Date	11/30/2021	\$1,662.50		\$1,571.50		

*Residential living units include multi-unit housing and mobile homes for the purpose of water and sewer charges. For the purpose of the storm connection charge, only single-family units will be charged a flat fee; all other land uses will be charged based on the equivalent residential unit (ERU), as described below.

**The connection charges for multifamily residential development shall be in effect for a three-year period from August 1, 2012, through August 1, 2015. Thereafter, the connection charges for multifamily residential development shall be the same as the connection charges for residential development.

***Connection charges shall apply to attached or detached accessory dwelling units that are a detached structure or expand the existing single-family dwelling or that convert nonresidential space, such as a garage or part of garage into an accessory dwelling unit. Connection charges shall not apply to interior remodels that do not expand the existing single-family footprint of permitted residential space.

Water, sewer and storm water monthly utility billing charges for a single-family residential unit can also serve a single accessory dwelling unit as defined in MMC [22C.180.030](#). Each single-family residential unit with an accessory dwelling unit shall be charged a minimum of one base charge plus a charge based on the amount of water consumption. Accessory dwelling units with a separate water meter shall pay separate monthly water, sewer and storm water utility billing charges.

Commercial/Industrial

Connection Charges

Water

City	
Effective Date	1/1/2005
0 – 2,000 gpm	\$1.64/sf
2,001 – 4,000 gpm	\$2.40/sf
4,001+ gpm	\$3.16/sf

Outside City	
Effective Date	1/1/2005
0 – 2,000 gpm	\$1.99/sf
2,001 – 4,000 gpm	\$2.87/sf
4,001+ gpm	\$3.80/sf

Warehouses

City	
Effective Date	7/15/2016
Warehouses/Storage	\$0.48/sf

Outside	
Effective Date	7/15/2016
Warehouses/Storage	\$0.65/sf

25% rate reduction for automatic sprinkler system.

Sewer

City	
Effective Date	1/1/2005
Retail Sales/Manufacturing/ Churches/Schools/Day Care	\$1.03/sf
Offices/Medical/Dental/Nursing Homes and all other uses not listed	\$1.67/sf
Warehouses/Storage	\$0.49/sf
Restaurants/Taverns	\$2.38/sf

Outside City	
Effective Date	1/1/2005
Retail Sales/Manufacturing/ Churches/Schools/Day Care	\$1.24/sf
Offices/Medical/Dental/Nursing Homes and all other uses not listed	\$2.00/sf
Warehouses/Storage	\$0.65/sf
Restaurants/Taverns	\$2.86/sf

25% rate reduction for schools without kitchens.

Storm Water

Effective Date	1/1/2011
1 ERU*	\$95.00

*An equivalent residential unit (ERU) equals 3,200 square feet of impervious surface area. Nonresidential projects will be charged \$95.00 per ERU. See Chapter [14.19](#) MMC for definitions.

Water Service Installation Fee

Effective Date	11/1/2006
5/8" x 3/4"	\$1,050
3/4" x 3/4"	\$1,075
1"	\$1,200
1-1/2"	\$1,600
2"	Time and materials costs/ minimum of \$1,900

Drop-in Meter Fee

Effective Date	11/1/2006
5/8" x 3/4"	\$500.00
3/4" x 3/4"	\$525.00
1"	\$560.00
1-1/2"	\$750.00
2"	\$850.00
3" and over	Charge time and material/ \$3,500 minimum

When a single-family residential unit requires a meter larger than 5/8" x 3/4" in order to supply a residential sprinkler system, the drop-in meter fee shall be charged at the same rate as a 5/8" x 3/4" meter.

Hotel/Motel Connection Charges

		City Water	Outside Water	City Sewer	Outside Sewer
Effective Date	1/1/2005	\$1,405	\$1,646	\$1,193	\$1,336
	1/1/2006	\$1,816	\$2,099	\$1,717	\$1,870

(3) "Floor space" is defined as the net square footage measured from the interior walls, including interior partitions.

(4) The capital improvement charges for sewer connections shall be reduced by \$50.00 per unit or \$0.045 per square foot when the affected property participated in a utility local improvement for the construction of the sewer main.

(5) Capital improvement charges for sewer connections to commercial and industrial units shall be reduced by 50 percent for any floor space in the premises which is committed to being used as warehouse space for storage purposes only.

(6) If the use of any premises connected to city utilities is converted from a residential occupancy to a commercial or industrial occupancy (as defined in subsection (2) of this section), or from a warehouse use to an active commercial or industrial use, the owner of the premises shall immediately report such conversion to the city and shall pay the extra capital improvement charge which is then required for such an occupancy. Failure to report such a conversion, and pay the extra charge, within 90 days of the new occupancy shall result in the extra charge being doubled as a penalty.

(7) The capital improvement charge for utility connections in recreational vehicle parks shall be calculated as follows:

(a) For each connection to a recreational vehicle pad, the charge shall be 50 percent of the charge provided in subsection (2) of this section relating to residential living units.

(b) For every other connection in a recreational vehicle park, the charge shall be the same as provided in subsection (2) of this section for residential living units.

(8) If a building with a lawful water and/or sewer connection to the city utility system is demolished and replaced with a new building requiring utility connections, the capital improvement charges assessed for the new connections shall be discounted by the amount which would have been paid, under current schedules, for the connections which previously served the demolished building. (Ord. 3202 § 1 (Exh. A), 2021; Ord. 3026 § 1, 2016; Ord. 2918 § 2, 2013; Ord. 2905 § 1, 2012; Ord. 2816 § 1 (Exh. A), 2010; Ord. 2775 § 1, 2009; Ord. 2670 § 1, 2006; Ord. 2607 § 1, 2005; Ord. 2557 § 2, 2004; Ord. 2556 §§ 1, 3, 2004; Ord. 2346 § 1, 2000; Ord. 2345 § 1, 2000; Ord. 2305 § 1, 1999; Ord. 2267 § 2, 1999; Ord. 1841 § 1, 1991; Ord. 1509, 1986; Ord. 1496, 1986; Ord. 1492 §§ 1 2, 1986; Ord. 1480, 1986; Ord. 1434, 1985).

Exhibit B

14.07.060 Water rates.

(1) Definitions.

(a) "Water rates," as used herein, shall refer to the charge assessed by the city for all water consumed or used on property connected to the city water system. The rates shall be based upon the quantity of water passing through the water meter during each billing period.

(b) The normal "billing period" shall be a two-month cycle and shall be that period falling between two consecutive meter read dates. Charges for periods of less than two months shall be prorated both as to minimum charge and as to consumption; provided, however, the city may, at its discretion, elect to use a monthly billing period for selected accounts. If a monthly billing period is used, the consumption allowance and rate shall be one half that set forth in the bimonthly rate schedule.

(c) Billing Increments. Charges for water shall be computed on the nearest 1,000 gallons of consumption.

(d) "City rates" are those which shall be charged to all properties connected to the water system which are located within the city limits of Marysville.

(e) "CWSP rates" are those which shall be charged to all properties connected to the water system which are located outside the city limits of Marysville but are within the coordinated water system planning boundary.

(f) "OCWSP rates" are those which shall be charged to all properties connected to the water system which are located outside the city's coordinated water system planning boundary.

(g) "Multiple residential units" shall be defined as attached dwelling units which share a common water meter, including duplexes, townhouses, apartments and condominiums, and shall be defined as including mobile home parks.

(h) "Single-family residential units" shall refer exclusively to detached single-family dwelling units.

(2) Bimonthly Minimum Water Rates. Minimum charges for each billing period, and consumption allowances for such minimums, are established as follows:

Effective January 1, 2021:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$24.53	\$36.81	\$49.07
5/8"	1	\$24.53	\$36.81	\$49.07
3/4"	1.5	\$36.81	\$55.19	\$73.59
1"	2.5	\$61.34	\$92.00	\$122.66
1-1/2"	5	\$122.66	\$184.00	\$245.33
2"	8	\$196.25	\$294.39	\$392.50
3"	16	\$392.50	\$588.76	\$785.02
4"	25	\$613.31	\$919.96	\$1,226.60
6"	50	\$1,226.60	\$1,839.88	\$2,453.17
8"	80	\$1,962.54	\$2,943.82	\$3,925.10
10"	115	\$2,821.16	\$4,231.74	\$5,642.32
12"	200	\$4,906.36	\$7,359.54	\$9,812.72

Residential & Multifamily	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.32	\$1.98	\$2.64
7 to 20	\$4.62	\$6.93	\$9.24
21 to 30	\$5.28	\$7.91	\$10.57
31 and higher	\$5.94	\$8.91	\$11.88

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.32	\$1.98	\$2.64
7 and higher	\$3.30	\$4.96	\$6.59

Effective January 1, 2022:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$25.02	\$37.55	\$50.05
5/8"	1	\$25.02	\$37.55	\$50.05
3/4"	1.5	\$37.55	\$56.29	\$75.06
1"	2.5	\$62.57	\$93.84	\$125.11
1-1/2"	5	\$125.11	\$187.68	\$250.24
2"	8	\$200.18	\$300.28	\$400.35
3"	16	\$400.35	\$600.54	\$800.72
4"	25	\$625.58	\$938.36	\$1,251.13
6"	50	\$1,251.13	\$1,876.68	\$2,502.23
8"	80	\$2,001.79	\$3,002.70	\$4,003.60
10"	115	\$2,877.58	\$4,316.37	\$5,755.17
12"	200	\$5,004.49	\$7,506.73	\$10,008.97

Residential & Multifamily	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.35	\$2.02	\$2.69
7 to 20	\$4.71	\$7.07	\$9.42
21 to 30	\$5.39	\$8.07	\$10.78
31 and higher	\$6.06	\$9.09	\$12.12

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.35	\$2.02	\$2.69
7 and higher	\$3.37	\$5.06	\$6.72

Effective January 1, 2023:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$25.52	\$38.30	\$51.05
5/8"	1	\$25.52	\$38.30	\$51.05
3/4"	1.5	\$38.30	\$57.42	\$76.56
1"	2.5	\$63.82	\$95.72	\$127.62
1-1/2"	5	\$127.62	\$191.43	\$255.24
2"	8	\$204.18	\$306.28	\$408.36
3"	16	\$408.36	\$612.55	\$816.73
4"	25	\$638.09	\$957.13	\$1,276.15
6"	50	\$1,276.15	\$1,914.21	\$2,552.28
8"	80	\$2,041.83	\$3,062.75	\$4,083.67
10"	115	\$2,935.13	\$4,402.70	\$5,870.27
12"	200	\$5,104.58	\$7,656.87	\$10,209.15

Residential & Multifamily	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.37	\$2.06	\$2.75
7 to 20	\$4.81	\$7.21	\$9.61
21 to 30	\$5.49	\$8.23	\$11.00
31 and higher	\$6.18	\$9.27	\$12.36

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.37	\$2.06	\$2.75
7 and higher	\$3.43	\$5.16	\$6.86

Effective January 1, 2024:

Meter Size	AWWA Meter Factor	City Rate	Rural Rate	Outside UGA Rate
Tier = factor * base rate				
Multiple Residential Units (Per Unit)	N/A	\$26.03	\$39.06	\$52.07
5/8"	1	\$26.03	\$39.06	\$52.07
3/4"	1.5	\$39.06	\$58.57	\$78.09
1"	2.5	\$65.09	\$97.63	\$130.17
1-1/2"	5	\$130.17	\$195.26	\$260.35
2"	8	\$208.26	\$312.41	\$416.52
3"	16	\$416.52	\$624.80	\$833.07
4"	25	\$650.85	\$976.27	\$1,301.68
6"	50	\$1,301.68	\$1,952.50	\$2,603.32
8"	80	\$2,082.66	\$3,124.01	\$4,165.35
10"	115	\$2,993.84	\$4,490.76	\$5,987.68
12"	200	\$5,206.67	\$7,810.00	\$10,413.34

Residential & Multifamily	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.40	\$2.10	\$2.80
7 to 20	\$4.90	\$7.35	\$9.81
21 to 30	\$5.60	\$8.39	\$11.22
31 and higher	\$6.30	\$9.46	\$12.61

Commercial	City Rate	Rural Rate	Outside UGA Rate
Volume Tiers (1,000 gal)			
0 to 6	\$1.40	\$2.10	\$2.80
7 and higher	\$3.50	\$5.26	\$6.99

(3) Calculation of Water Bill for Multiple Residential Units. In calculating the water bill for multiple residential units, the total number of dwelling units served by a water connection shall be divided into the water consumption for each billing period, expressed in gallons, to determine the average consumption per dwelling unit. The water rates shall be based upon the average consumption per unit during the billing period multiplied by the total number of units.

(4) Calculation of Water Bill for Mobile Home Parks. The total water bill for mobile home parks shall be calculated by applying the rate schedule to the total number of pads or mobile home sites on the premises which are in a condition ready for occupancy, regardless of whether the same are occupied during the billing period or not; provided, that for the first 24 months after a mobile home park, or a new addition thereto, is opened and connected to city utilities, its water bill shall be calculated by applying the rates only to such pads or mobile home sites as are actually occupied by mobile homes during each billing period; provided, however, for mobile home parks whose utility meter with the city was first activated less than three years preceding June 9, 1997, the effective date of Ordinance 2130, and for which billing on all pads or mobile home sites has occurred for less than two years preceding June 9, 1997, such mobile home parks shall be granted an additional 12 months from June 9, 1997, to pay only for such pads or mobile home sites which are actually occupied during each billing period; provided, further, that all fees, charges and rates paid by such mobile home parks to the city under prior provisions of this subsection and MMC [14.07.070\(4\)](#) as such subsections originally read or as subsequently amended, shall be nonrefundable notwithstanding the provisions of this subsection.

(5) Private Fire Protection Rates. Private fire protection rates for properties inside or outside of the corporate limits of the city shall be as follows:

Effective January 1, 2021:

- (a) Private hydrants, each: \$47.35 per year;
- (b) Wet standpipe systems: \$47.35 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:
 - (i) Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$51.49
3-inch	\$63.39
4-inch	\$77.87
6-inch	\$97.67
8-inch	\$128.07
10-inch	\$161.05
12-inch	\$186.03

Effective January 1, 2022:

- (a) Private hydrants, each: \$48.30 per year;
- (b) Wet standpipe systems: \$48.30 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:
 - (i) Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$52.52
3-inch	\$64.66
4-inch	\$79.43
6-inch	\$99.62
8-inch	\$130.63
10-inch	\$164.27
12-inch	\$189.75

Effective January 1, 2023:

- (a) Private hydrants, each: \$49.26 per year;
- (b) Wet standpipe systems: \$49.26 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:
 - (i) Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$53.57

Size of Line	Bimonthly Charge
3-inch	\$65.95
4-inch	\$81.02
6-inch	\$101.62
8-inch	\$133.24
10-inch	\$167.56
12-inch	\$193.55

Effective January 1, 2024:

- (a) Private hydrants, each: \$50.25 per year;
- (b) Wet standpipe systems: \$50.25 per year;
- (c) Dry standpipe systems: None;
- (d) Automatic sprinkler systems:
 - (i) Each owner of an automatic sprinkler system shall be charged a monthly rate based upon the size of the water service line that serves the system. The following are the bimonthly rates:

Size of Line	Bimonthly Charge
2-inch	\$54.64
3-inch	\$67.27
4-inch	\$82.64
6-inch	\$103.65
8-inch	\$135.91
10-inch	\$170.91
12-inch	\$197.42

(ii) As of January 1, 2010, automatic sprinkler systems without a separate meter and where the line is under two inches, will become part of the minimum water rate as a result of the rate restructuring.

(iii) As of January 1, 2023, residential lots constructed with automatic sprinkler systems shall be charged a bimonthly water rate equal to the rate for a 5/8" x 3/4" meter, regardless of the size of meter installed.

(6) Reduced Utility Charges in Special Cases. Upon application by a utility customer, the chief administrative officer or designee shall have the discretion to make reasonable and equitable reduction in utility accounts, on a case by case basis, in the following circumstances:

(a) If a private water line, valve, fixture, or other appurtenance is verified to be leaking as a result of accidental damage or natural deterioration of the same, and not as a result of abuse or willful neglect, the water bill for the subject property during the period of the leak may be reasonably and equitably reduced; provided, that a customer shall be required to pay the base rate plus at least 50 percent of the applicable overage rate for all water which was lost by reason of the leak. The sewer bill for the subject property during the period of the leak may also be reasonably and equitably reduced to an amount not less than the bill charged for the corresponding period the previous year.

(7) Calculation of Water Bill for School Facilities. The city rate for water as set forth in subsection (2) of this section shall apply to all school facilities, whether such facilities are within the city limits or not.

(8) Rate Relief. Low-income senior citizens and low-income disabled persons may be eligible for water and/or sewer rate relief pursuant to Chapter [3.63](#) MMC. (Ord. 3185 § 1, 2021; Ord. 3043 § 2, 2016; Ord. 2975 § 1, 2014; Ord. 2948 § 1, 2013; Ord. 2916 § 1, 2012; Ord. 2881 § 3 (App. A), 2011; Ord. 2836 § 1, 2010; Ord. 2816 § 1 (Exh. A), 2010; Ord. 2815 § 1, 2010; Ord. 2758 § 1, 2008; Ord. 2727 § 1, 2007; Ord. 2680 §§ 1, 3, 4, 2006; Ord. 2620 §§ 1, 3, 4, 2006; Ord. 2548 §§ 1, 3, 2004; Ord. 2457 § 1, 2002; Ord. 2394 § 1, 2001; Ord. 2181 §§ 1, 2, 1998; Ord. 2130 § 1, 1997; Ord. 2117 §§ 1, 2, 1997; Ord. 2109 § 1, 1996; Ord. 1840 § 1, 1991; Ord. 1809 § 1, 1990; Ord. 1789, 1990; Ord. 1434, 1985).

Index #15

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

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM: Resolution Designating the Everett Herald as the City’s Official Newspaper	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: The Marysville Globe was designated the City’s official newspaper my MMC 1.04.020. The Globe ceased publication during the COVID pandemic and by Ordinance 3148, the City Council temporarily designated the Everett Herald as the City’s official newspaper until the Globe resumed publication. It does not appear the Globe will resume publication. Accordingly, staff recommends making the designation of the Herald permanent.</p> <p>A resolution is the proper method of designating a code city’s official newspaper:</p> <p style="padding-left: 40px;">RCW 35A.21.230 Designation of official newspaper.</p> <p style="padding-left: 40px;">Each code city shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city and have the qualifications prescribed by chapter 65.16 RCW.</p> <p>Staff recommends designating the Herald by resolution and then repealing chapter 1.04 MMC and Ordinance 3148, both of which address the city’s official newspaper to avoid any confusion.</p>	

<p>RECOMMENDED ACTION: Staff recommends the City Council consider making the designation of the Everett Herald as the City’s official newspaper permanent.</p> <p>RECOMMENDED MOTION: I move to adopt Resolution No. _____</p>
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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DESIGNATING THE EVERETT HERALD AS THE CITY'S
OFFICIAL NEWSPAPER.**

WHEREAS, the Everett Herald is a general circulation newspaper in the City of Marysville; and

WHEREAS, the Everett Herald has the qualifications prescribed by chapter 65.16 RCW; and

WHEREAS, it serves the public interest to designate the Everett Herald as the City's official newspaper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Everett Herald is designated as the official newspaper of the City of Marysville.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Index #16

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

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM: Ordinance relating to the City’s Official Newspaper repealing chapter 1.04 MMC and Ordinance No. 3148	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: The Marysville Globe was designated the City’s official newspaper my MMC 1.04.020. The Globe ceased publication during the COVID pandemic and by Ordinance 3148, the City Council temporarily designated the Everett Herald as the City’s official newspaper until the Globe resumed publication. It does not appear the Globe will resume publication. Accordingly, staff recommends making the designation of the Herald permanent.</p> <p>A resolution is the proper method of designating a code city’s official newspaper:</p> <p align="center">RCW 35A.21.230 Designation of official newspaper.</p> <p>Each code city shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city and have the qualifications prescribed by chapter 65.16 RCW.</p> <p>Staff recommends designating the Herald by resolution and then repealing chapter 1.04 MMC and Ordinance 3148, both of which address the city’s official newspaper to avoid any confusion.</p>	

<p>RECOMMENDED ACTION: Staff recommends the City Council consider repealing chapter 1.04 MMC and Ordinance 3148.</p> <p>RECOMMENDED MOTION: I move to pass Ordinance No. _____</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, RELATING TO THE CITY’S OFFICIAL NEWSPAPER AND
REPEALING CHAPTER 1.04 OF THE MUNICIPAL CODE AND ORDINANCE
3148.**

WHEREAS, the city’s official newspaper was designated by chapter 1.04 of the municipal code; and

WHEREAS, due to the COVID pandemic the Marysville Globe temporarily ceased publication and the City Council by Ordinance No. 3148, designated the Everett Herald the city’s official newspaper until such time as the Globe resumed publication; and

WHEREAS, it does not appear that the Globe will resume publication; and

WHEREAS, RCW 35A.21.230, provides: “Each code city shall designate an official newspaper by resolution.”; and

WHEREAS, the City Council has designated an official newspaper by resolution and this has rendered chapter 1.04 of the municipal code and Ordinance No. 3148, unnecessary and they should be repealed to avoid confusion.

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

SECTION 1. Chapter 1.04 of the municipal code is repealed as set forth in Exhibit A.

SECTION 2. Ordinance No. 3148 is repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 1.04 PUBLICATION OF ORDINANCES

Sections:

1.04.020—Official newspaper designated.


The “Marysville Globe,” a weekly newspaper, published and of general circulation in the city of Marysville, is selected and designated as the official newspaper of the city, and all notices, ordinances, or other publications published in said paper for the period and in the manner provided by law or the ordinances of the city shall be due and legal notice thereof. (Ord. 1236 § 1, 1982; Ord. 881 § 1, 1975; Ord. 174 § 1, 1913).

Index #18

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2022

AGENDA ITEM:	
An ordinance of the City Of Marysville, Washington, proposing to amend MMC Chapter 3.104 Industrial/Manufacturing Property Tax Exemption to conform to recent changes by the Washington State Legislature.	
PREPARED BY:	DIRECTOR APPROVAL:
Haylie Miller, Community Development Director	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Proposed Code Change 2. Proposed Ordinance 3. Housing Bill 1386 and Final Bill Report 4. US Department of Labor Classification – Division E: Transportation uses 	
BUDGET CODE:	AMOUNT:
N/A	N/A
<p>SUMMARY: In 2016, the Council approved Ordinance 3020 making certain underdeveloped or underutilized lands zoned for industrial/manufacturing uses eligible for ad valorem tax relief and adopting a process regarding such relief per RCW 84.25 and as outlined in MMC Chapter 3. 104 Industrial/Manufacturing Property Tax Exemption. The tax exemption applies to properties within the Marysville Cascade Industrial Center (CIC).</p> <p>Washington State has recently modified the regulations associated with RCW 84.25 as outlined in Housing Bill 1386 and the Final Bill Report (Attachment 3). The existing MMC tax exemption will be modified to address the new state changes.</p> <p>The City currently allows for the tax exemption to be applied to industrial/manufacturing uses within the CIC area. The new state code includes “Division E: Transportation categorizations” within the definition for industrial/manufacturing facilities. These types of commercial uses (listed in Attachment 5) may not provide the level of jobs that is intended by the City; therefore, staff recommends that these uses be omitted from the eligibility criteria. The State change states that Cities may limit eligible facilities to exclude Division E: Transportation categorizations. The code change, as proposed, continues to provide the incentive for industrial/manufacturing uses and not transportation/distribution uses as shown in Attachment 1.</p> <p>Note: a separate agenda item will be considered by Council on July 25th to expand the Tax Exemption area. This item will follow that action and will depict the revised Tax Exemption area if approved by the City Council.</p>	
<p>RECOMMENDED ACTION: Consider approving the ordinance and the proposed changes during the July 11, 2022 Council meeting.</p> <p>RECOMMENDED MOTION: Move to adopt Ordinance No. _____, approving amendments to Marysville Municipal Code Chapter 3.104.</p>	

Chapter 3.104 INDUSTRIAL/MANUFACTURING PROPERTY TAX EXEMPTION

Sections:

[3.104.010 Findings.](#)

[3.104.020 Adoption by reference.](#)

[3.104.030 Definitions.](#)

[3.104.040 Application and fees.](#)

[3.104.050 Certificate of tax exemption, approval, denial, termination, and appeal.](#)

3.104.010 Findings.

There are insufficient family living wage jobs, as those jobs are defined by RCW [84.25.030](#), for Marysville's wage earning population. It is the purpose of this chapter to encourage new manufacturing and industrial uses on undeveloped and underutilized lands zoned for industrial and manufacturing uses in the area identified in this chapter.

3.104.020 Adoption by reference.

Chapter [84.25](#) RCW as currently enacted or subsequently amended is hereby adopted by reference, except that the definition of "Industrial/manufacturing facilities" is limited to manufacturing uses.

3.104.030 Definitions.

The following definitions shall apply to this chapter:

"Authorized representative" or "duly authorized representative" means the director of the community development department or his or her designee.

"City" means the city of Marysville.

3.104.040 Application and fees.

An owner of property seeking a tax exemption under this chapter shall submit an application to the director of community development prior to the application for any building permit for the project. The application shall be on a form established by the director, along with the required fees. The initial application fees to the city shall be \$500.00 plus any amount required by the county assessor in administering this chapter. If the application is approved, the city shall pay the application fee to the county assessor for deposit in the county current expense fund, after first deducting that portion of the fee attributable to the city's administrative costs in processing the application. If the application shall result in a denial by the city, the city shall retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.

3.104.050 Certificate of tax exemption, approval, denial, termination, and appeal.

- (1) The director of community development or his or her designee shall make the determination whether a holder of a conditional acceptance of tax exemption qualifies for a certificate of tax exemption upon the completion of the new construction of a manufacturing/industrial facility and a certificate of occupancy issued. The director shall also review each certificate of tax exemption annually for compliance with this chapter.
- (2) If the director determines that the property is not qualified for an exemption under this chapter or that it no longer meets the criteria of this chapter for eligibility for a tax exemption, he or she shall notify the owner of the property, as shown in the assessor's records, of the determination to deny or terminate the tax exemption. The notification shall be by certified mail, return receipt requested, and by regular first class mail. A recognized courier service may be substituted for first class mail. A copy shall also be sent to the Snohomish County assessor.
- (3) The owner may appeal the determination by filing a written notice of appeal specifying the factual and legal basis on which the determination of termination is alleged to be erroneous. Such appeal must be served on the city clerk within 30 days of the date the notice was placed in the mail.
- (4) The chief administrative officer of the city shall hold a hearing within 30 days of the notice of appeal. The parties may be heard at the hearing and the chief administrative officer may use the procedures set forth in Chapter [34.05](#) RCW to control the conduct of the hearing and admission of evidence.
- (5) The chief administrative officer shall issue a decision affirming, modifying, or repealing the determination of termination based on the evidence admitted at the hearing. A copy of the decision shall be served on the owner within 30 days of the hearing by certified mail, return receipt requested, and by regular first class mail. A recognized courier service may be substituted for first class mail. A copy shall also be sent to the Snohomish County assessor.
- (6) An aggrieved party may appeal the decision of the chief administrative officer to the superior court as provided in RCW [34.05.510](#) through [34.05.598](#).

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING SECTION 3.104.020 OF THE MARYSVILLE MUNICIPAL CODE TO CONFORM WITH STATE CHANGES TO RCW 84.25.

WHEREAS, the City adopted Ordinance 3020, in 2016, providing for property tax exemption for the value of new construction of industrial/manufacturing facilities in the Cascade Industrial Center as enacted in RCW 84.25; and

WHEREAS, the City of Marysville has determined that the targeting of an industrial and manufacturing area for property tax exemption will assist in the new construction of industrial/manufacturing facilities that will provide employment for family wage jobs; and

WHEREAS, Chapter 84.25 RCW authorizes the City to grant or deny this property tax exemption based on the criteria; and

WHEREAS, family living wage job must have an average wage of \$23 per hour and offer health care benefits; and

WHEREAS, there is the need for additional family wage jobs in Marysville to support the growing community, to diversify the economic base and have sustainable economic growth; and

WHEREAS, at a public meeting on July 11, 2022 the Marysville City Council reviewed and considered staff's recommendation and the proposed amendments to MMC Section 3.104.020; and

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

Section 1. Section 3.104.020 Adoption by reference, is hereby amended as set forth in Exhibit A.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Exhibit A

3.104.020 Adoption by reference.

Chapter [84.25](#) RCW as currently enacted or subsequently amended is hereby adopted by reference, except that the definition of “Industrial/manufacturing facilities” is limited to manufacturing uses.

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1386

Chapter 218, Laws of 2021

67th Legislature
2021 Regular Session

TARGETED URBAN AREA PROPERTY TAX EXEMPTION—MODIFICATION

EFFECTIVE DATE: July 25, 2021

Passed by the House March 2, 2021
Yeas 97 Nays 0

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 21, 2021
Yeas 47 Nays 2

DENNY HECK

President of the Senate

Approved May 10, 2021 3:14 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 1386** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2021

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 1386

Passed Legislature - 2021 Regular Session

State of Washington 67th Legislature 2021 Regular Session

By Representatives Wicks, Dolan, Lovick, Sells, Berg, and Hackney

Read first time 01/26/21. Referred to Committee on Finance.

1 AN ACT Relating to modifying the property tax exemption for the
2 value of new construction of industrial/manufacturing facilities in
3 targeted urban areas; and amending RCW 84.25.030, 84.25.040,
4 84.25.050, 84.25.080, 84.25.090, and 84.25.130.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 84.25.030 and 2015 1st sp.s. c 9 s 3 are each
7 amended to read as follows:

8 The definitions in this section apply throughout this chapter
9 unless the context clearly requires otherwise.

10 (1) "City" means any city (~~that: (a) Has a population of at~~
11 ~~least eighteen thousand; and (b) is north or east of the largest city~~
12 ~~in the county in which the city is located and such county has a~~
13 ~~population of at least seven hundred thousand, but less than eight~~
14 ~~hundred thousand)) or town.~~

15 (2) "Family living wage job" means a job that offers health care
16 benefits with a wage that is sufficient for raising a family. A
17 family living wage job must have an average wage of ((~~eighteen~~
18 ~~dollars~~)) \$23 an hour or more, working ((~~two thousand eighty~~)) 2,080
19 hours per year on the subject site, as adjusted annually for
20 inflation by the consumer price index. The family living wage may be

1 increased by the local authority based on regional factors and wage
2 conditions.

3 (3) "Governing authority" means the local legislative authority
4 of a city or county having jurisdiction over the property for which
5 an exemption may be applied for under this chapter.

6 (4) "Growth management act" means chapter 36.70A RCW.

7 (5) "Industrial/manufacturing facilities" means building
8 improvements that are (~~ten thousand~~) 10,000 square feet or larger,
9 representing a minimum improvement valuation of (~~eight hundred~~
10 ~~thousand dollars~~) \$800,000 for uses categorized as "division D:
11 manufacturing" or "division E: transportation (major groups 40-42,
12 45, or 47-48)" by the United States department of labor in the
13 occupation safety and health administration's standard industrial
14 classification manual, provided, a city may limit the tax exemption
15 to manufacturing uses.

16 (6) "Lands zoned for industrial and manufacturing uses" means
17 lands in a city zoned as of December 31, 2014, for an industrial or
18 manufacturing use consistent with the city's comprehensive plan where
19 the lands are designated for industry.

20 (7) "Owner" means the property owner of record.

21 (8) "Targeted area" means an area of undeveloped lands zoned for
22 industrial and manufacturing uses in the city that is located within
23 or contiguous to an innovation partnership zone, foreign trade zone,
24 or EB-5 regional center, and designated for possible exemption under
25 the provisions of this chapter.

26 (9) "Undeveloped or underutilized" means that there are no
27 existing building improvements on the (~~property or~~) portions of the
28 property targeted for new or expanded industrial or manufacturing
29 uses.

30 **Sec. 2.** RCW 84.25.040 and 2015 1st sp.s. c 9 s 4 are each
31 amended to read as follows:

32 (1)(a) The value of new construction of industrial/manufacturing
33 facilities qualifying under this chapter is exempt from property
34 taxation under this title, as provided in this section. The value of
35 new construction of industrial/manufacturing facilities is exempt
36 from taxation for properties for which an application for a
37 certificate of tax exemption is submitted under this chapter before
38 December 31, (~~2022~~) 2030. The value is exempt under this section
39 for (~~ten~~) 10 successive years beginning January 1st of the year

1 immediately following the calendar year of issuance of the
2 certificate.

3 (b) The exemption provided in this section does not include the
4 value of land or nonindustrial/manufacturing-related improvements not
5 qualifying under this chapter.

6 (2) The exemption provided in this section is in addition to any
7 other exemptions, deferrals, credits, grants, or other tax incentives
8 provided by law.

9 (3) This chapter does not apply to state levies or increases in
10 assessed valuation made by the assessor on nonqualifying portions of
11 buildings and value of land nor to increases made by lawful order of
12 a county board of equalization, the department of revenue, or a
13 county, to a class of property throughout the county or specific area
14 of the county to achieve the uniformity of assessment or appraisal
15 required by law.

16 (4) This exemption does not apply to any county property taxes
17 unless the governing body of the county adopts a resolution and
18 notifies the governing authority of its intent to allow the property
19 to be exempted from county property taxes.

20 (5) At the conclusion of the exemption period, the new
21 industrial/manufacturing facilities cost must be considered as new
22 construction for the purposes of chapter 84.55 RCW.

23 **Sec. 3.** RCW 84.25.050 and 2015 1st sp.s. c 9 s 5 are each
24 amended to read as follows:

25 An owner of property making application under this chapter must
26 meet the following requirements:

27 (1) The new construction of industrial/manufacturing facilities
28 must be located on land zoned for industrial and manufacturing uses,
29 undeveloped or underutilized, and as provided in RCW 84.25.060,
30 designated by the city as a targeted area;

31 (2) The new construction of industrial/manufacturing facilities
32 must meet all construction and development regulations of the city;

33 (3) The new construction of industrial/manufacturing facilities
34 must be completed within three years from the date of approval of the
35 application; and

36 (4) The applicant must enter into a contract with the city
37 approved by the city governing authority(~~(, or an administrative~~
38 ~~official or commission authorized by the governing authority,)) under
39 which the applicant has agreed to the implementation of the~~

1 development on terms and conditions satisfactory to the governing
2 authority.

3 **Sec. 4.** RCW 84.25.080 and 2015 1st sp.s. c 9 s 8 are each
4 amended to read as follows:

5 (1) The ((duly authorized administrative official or committee of
6 the)) city governing authority may approve the application if it
7 finds that:

8 ((+1)) (a) A minimum of ((twenty-five)) 25 new family living
9 wage jobs will be created on the subject site as a result of new
10 construction of ((manufacturing/industrial——[industrial/
11 manufacturing])) industrial/manufacturing facilities within one year
12 of building occupancy;

13 ((+2)) (b) The proposed project is, or will be, at the time of
14 completion, in conformance with all local plans and regulations that
15 apply at the time the application is approved; and

16 ((+3)) (c) The criteria of this chapter have been satisfied.

17 (2) Priority must be given to applications that meet the
18 following labor specifications during the new construction and
19 ongoing business of industrial/manufacturing facilities:

20 (a) Compensate workers at prevailing wage rates as determined by
21 the department of labor and industries;

22 (b) Procure from, and contract with, women-owned, minority-owned,
23 or veteran-owned businesses;

24 (c) Procure from, and contract with, entities that have a history
25 of complying with federal and state wage and hour laws and
26 regulations;

27 (d) Include apprenticeship utilization from state-registered
28 apprenticeship programs;

29 (e) Provide for preferred entry for workers living in the area
30 where the project is being constructed; and

31 (f) Maintain certain labor standards for workers employed
32 primarily at the facility after construction, including production,
33 maintenance, and operational employees.

34 **Sec. 5.** RCW 84.25.090 and 2015 1st sp.s. c 9 s 9 are each
35 amended to read as follows:

36 (1) The city governing authority ((or——its——authorized
37 representative)) must approve or deny an application filed under this
38 chapter within ninety days after receipt of the application.

1 (2) If the application is approved, the city must issue the owner
 2 of the property a conditional certificate of acceptance of tax
 3 exemption. The certificate must contain a statement by a duly
 4 authorized administrative official of the governing authority that
 5 the property has complied with the required criteria of this chapter.

6 (3) If the application is denied by the city, the city must state
 7 in writing the reasons for denial and send the notice to the
 8 applicant at the applicant's last known address within ten days of
 9 the denial.

10 (4) Upon denial by the city, an applicant may appeal the denial
 11 to the city's governing authority within thirty days after receipt of
 12 the denial. The appeal before the city's governing authority must be
 13 based upon the record made before the city with the burden of proof
 14 on the applicant to show that there was no substantial evidence to
 15 support the city's decision. The decision of the city in denying or
 16 approving the application is final.

17 **Sec. 6.** RCW 84.25.130 and 2015 1st sp.s. c 9 s 13 are each
 18 amended to read as follows:

19 (1) If the value of improvements have been exempted under this
 20 chapter, the improvements continue to be exempted for the applicable
 21 period under this chapter so long as they are not converted to
 22 another use and continue to satisfy all applicable conditions
 23 including, but not limited to, zoning, land use, building, and
 24 family-wage job creation.

25 (2) If an owner voluntarily opts to discontinue compliance with
 26 the requirements of this chapter, the owner must notify the assessor
 27 within (~~sixty~~) 60 days of the change in use or intended
 28 discontinuance.

29 (3) If, after a certificate of tax exemption has been filed with
 30 the county assessor, the city discovers that a portion of the
 31 property is changed or will be changed to disqualify the owner for
 32 exemption eligibility under this chapter, the tax exemption must be
 33 canceled and the following occurs:

34 (a) Additional real property tax must be imposed on the value of
 35 the nonqualifying improvements in the amount that would be imposed if
 36 an exemption had not been available under this chapter, plus a
 37 penalty equal to (~~twenty~~) 20 percent of the additional value. This
 38 additional tax is calculated based upon the difference between the
 39 property tax paid and the property tax that would have been paid if

1 it had included the value of the nonqualifying improvements dated
 2 back to the date that the improvements were converted to a
 3 nonqualifying use;

4 (b) The tax must include interest upon the amounts of the
 5 additional tax at the same statutory rate charged on delinquent
 6 property taxes from the dates on which the additional tax could have
 7 been paid without penalty if the improvements had been assessed at a
 8 value without regard to this chapter; and

9 (c) The additional tax owed together with interest and penalty
 10 becomes a lien on the property and attaches at the time the property
 11 or portion of the property is removed from the qualifying use under
 12 this chapter or the amenities no longer meet the applicable
 13 requirements for exemption under this chapter. A lien under this
 14 section has priority to, and must be fully paid and satisfied before,
 15 a recognizance, mortgage, judgment, debt, obligation, or
 16 responsibility to or with which the property may become charged or
 17 liable. The lien may be foreclosed upon expiration of the same period
 18 after delinquency and in the same manner provided by law for
 19 foreclosure of liens for delinquent real property taxes. An
 20 additional tax unpaid on its due date is delinquent. From the date of
 21 delinquency until paid, interest must be charged at the same rate
 22 applied by law to delinquent property taxes.

23 (4) If, after a certificate of tax exemption has been filed with
 24 the county assessor, the city discovers that the facility maintains
 25 fewer than 25 family living wage jobs, the owner is considered
 26 ineligible for the exemption under this chapter, and the following
 27 must occur:

28 (a) The tax exemption must be canceled; and

29 (b) Additional real property tax must be imposed in the amount
 30 that would be imposed if an exemption had not been available under
 31 this chapter, dated back to the date that the facility last
 32 maintained a minimum of 25 family living wage jobs.

33 (5) Upon a determination that a tax exemption is to be terminated
 34 for a reason stated in this section, the city's governing authority
 35 must notify the record owner of the property as shown by the tax
 36 rolls by mail, return receipt requested, of the determination to
 37 terminate the exemption. The owner may appeal the determination to
 38 the city, within (~~thirty~~) 30 days by filing a notice of appeal with
 39 the city, which notice must specify the factual and legal basis on
 40 which the determination of termination is alleged to be erroneous. At

1 an appeal hearing, all affected parties may be heard and all
2 competent evidence received. After the hearing, the deciding body or
3 officer must either affirm, modify, or repeal the decision of
4 termination of exemption based on the evidence received. An aggrieved
5 party may appeal the decision of the deciding body or officer to the
6 superior court as provided in RCW 34.05.510 through 34.05.598.

7 ~~((5))~~ (6) Upon determination by the city to terminate an
8 exemption, the county officials having possession of the assessment
9 and tax rolls must correct the rolls in the manner provided for
10 omitted property under RCW 84.40.080. The county assessor must make
11 such a valuation of the property and improvements as is necessary to
12 permit the correction of the rolls. The value of the new industrial/
13 manufacturing facilities added to the rolls is considered new
14 construction for the purposes of chapter 84.40 RCW. The owner may
15 appeal the valuation to the county board of equalization as provided
16 in chapter 84.40 RCW. If there has been a failure to comply with this
17 chapter, the property must be listed as an omitted assessment for
18 assessment years beginning January 1st of the calendar year in which
19 the noncompliance first occurred, but the listing as an omitted
20 assessment may not be for a period more than three calendar years
21 preceding the year in which the failure to comply was discovered.

Passed by the House March 2, 2021.

Passed by the Senate April 21, 2021.

Approved by the Governor May 10, 2021.

Filed in Office of Secretary of State May 10, 2021.

--- END ---

FINAL BILL REPORT

EHB 1386

C 218 L 21

Synopsis as Enacted

Brief Description: Modifying the property tax exemption for the value of new construction of industrial/manufacturing facilities in targeted urban areas.

Sponsors: Representatives Wicks, Dolan, Lovick, Sells, Berg and Hackney.

House Committee on Finance
Senate Committee on Ways & Means

Background:

Property Tax.

All property is subject to a tax each year based on the highest and best use, unless a specific exemption is provided by law. The county assessor determines assessed value for each property and calculates property taxes. The property tax bill for an individual property is determined by multiplying the assessed value of the property by the tax rate for each taxing district in which the property is located. The aggregate of all regular tax levies upon real and personal property by the state and all taxing districts may not exceed 1 percent of the true and fair value of the property. In addition, the aggregate regular levies of junior taxing districts and senior taxing districts, other than the state, may not exceed \$5.90 per \$1,000 of assessed valuation.

Targeted Urban Area Property Tax Exemption.

Certain cities are authorized to grant a 10-year local property tax exemption for new industrial or manufacturing facilities in designated areas. To be eligible, a city must be: located in a county with a population between 700,000 and 800,000; have a population of at least 18,000; and be located north or east of the largest city in the county.

Industrial or manufacturing facilities must be at least 10,000 square feet with an improvement value of at least \$800,000 and be categorized as a manufacturing use by the United States Department of Labor. Additionally, new construction of industrial or manufacturing facilities must:

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

- be within a targeted area as designated by the city;
- be on land that has no existing building improvements and that is zoned for an industrial or manufacturing use as of December 31, 2014;
- meet all construction and development regulations of the city; and
- be completed within 3 years from the date of approval of the application.

Within one year of building occupancy, the facility must create at least 25 family living wage jobs with an average wage of at least \$18 per hour.

A property owner seeking the exemption must apply to the city, pay any applicable fees, and enter into a contract with the city agreeing to terms and conditions of the implementation of the development. An application must be approved by a city governing authority or its authorized representative. The contract into which an applicant must enter with the city must be approved by the city governing authority, or an administrative official or commission authorized by the governing authority. No application may be submitted on or after December 31, 2022.

The value of the property tax exemption is provided on the value of eligible improvements and applies only to the city portion of the property tax. A county may, by resolution, allow any property receiving an exemption from city property taxes to also receive an exemption from county property taxes.

If exempted improvements are converted to another use or do not continue to satisfy all conditions of the exemption, the exemption must be canceled and an additional tax must be imposed on the property equal to the amount that was exempted but for which program requirements were not met. The amount due is subject to interest, calculated from the date when the tax would have otherwise been due, and a penalty equal to 20 percent of the additional tax is imposed.

Summary:

Targeted Urban Area Property Tax Exemption.

Any city or town is eligible to utilize the targeted urban area property tax exemption.

A family living wage job must have an average wage of \$23 per hour and offer health care benefits.

Facilities categorized as Division E: Transportation (major groups 40-42, 45, or 47-48) by the United States Department of Labor are eligible for the exemption. Cities may limit eligible facilities to exclude Division E: Transportation categorizations.

In evaluating applications, a city must give priority to those applicants that:

- compensate workers at prevailing wage;
- procure from, and contract with, women-, minority-, or veteran-owned businesses;

- procure from, and contract with, entities with a history of compliance with wage and hour regulations;
- include apprenticeship utilization from state-registered apprenticeship programs;
- provide for preferred entry for workers living in the vicinity of the project; and
- maintain labor standards for workers employed at the facility.

An application for exemption must be reviewed and approved by a city governing authority. The contract into which an applicant must enter with the city must be approved by the city governing authority.

If a project fails to maintain 25 family living wage jobs, the exemption must be canceled and an additional tax must be imposed on the property equal to the amount that was exempted but for which program requirements were not met, beginning from when the facility last maintained a minimum of at least 25 family living wage jobs.

No application for exemption may be submitted on or after December 31, 2030.

Votes on Final Passage:

House	97	0	
Senate	36	13	(Senate amended)
House			(House refused to concur/asked Senate to recede)
Senate	47	2	(Senate receded)

Effective: July 25, 2021

RCW 84.25.030 Definitions

(5) "Industrial/manufacturing facilities" means building improvements that are 10,000 square feet or larger, representing a minimum improvement valuation of \$800,000 for uses categorized as "division D: manufacturing" or "division E: transportation (major groups 40-42, 45, or 47-48)" by the United States department of labor in the occupation safety and health administration's standard industrial classification manual, provided, a city may limit the tax exemption to manufacturing uses.

Division E: Transportation, Communications, Electric, Gas, And Sanitary Services

This division includes establishments providing, to the general public or to other business enterprises, passenger and freight transportation, communications services, or electricity, gas, steam, water or sanitary services, and all establishments of the United States Postal Service.

For many of the industries in this division, the establishments have activities, workers, and physical facilities distributed over an extensive geographic area. For this division, the establishment is represented by a relatively permanent office, shop, station, terminal, or warehouse, etc. that is either (1) directly responsible for supervising such activities or (2) the base from which personnel operate to carry out these activities.

Many of the industries are engaged in various related activities. For example, establishments of communications, pipeline, and utility enterprises include a variety of activities, such as power generation, pumping, transmission, and distribution. Establishments primarily engaged in such activities are all classified in this division. Establishments primarily engaged in new or replacement construction for establishments of these types of enterprises are classified as operating establishments in Division C, Construction. Locations engaged in activities such as sales of electric appliances to household consumers are classified in Division G, Retail Trade.

The establishments classified in this division furnish services to the general public or to other business enterprises; establishments which furnish similar services only to other establishments of the same enterprise are classified as auxiliary to the establishments or units of the enterprise which they serve. However, separate establishments primarily engaged in long-distance trucking, stevedoring, water transportation, or pipeline transportation are classified according to their activity and not as auxiliaries, even though they serve only establishments of the same enterprise.

- [Major Group 40: Railroad Transportation](#)
- [Major Group 41: Local And Suburban Transit And Interurban Highway Passenger Transportation](#)
- [Major Group 42: Motor Freight Transportation And Warehousing](#)
- [Major Group 43: United States Postal Service](#)
- [Major Group 44: Water Transportation](#)
- [Major Group 45: Transportation By Air](#)
- [Major Group 46: Pipelines, Except Natural Gas](#)
- [Major Group 47: Transportation Services](#)
- [Major Group 48: Communications](#)
- [Major Group 49: Electric, Gas, And Sanitary Services](#)

Major Group 40: Railroad Transportation

This major group includes establishments furnishing transportation by line-haul railroad, and switching and terminal establishments. Railways serving a single municipality, contiguous municipalities, or a municipality and its suburban areas are classified in Major Group 41. Other services related to railroad transportation are classified in Major Group 47. Lessors of railroad property are classified in Real Estate, Industry 6517.

Industry Group 401: Railroads

- 4011 [Railroads, Line-Haul Operating](#)
- 4013 [Railroad Switching and Terminal Establishments](#)

Major Group 41: Local And Suburban Transit And Interurban Highway Passenger Transportation

This major group includes establishments primarily engaged in furnishing local and suburban passenger transportation, such as those providing passenger transportation within a single municipality, contiguous municipalities, or a municipality and its suburban areas, by bus, rail, or subway, either separately or in combination, and establishments engaged in furnishing transportation to local scenic features. Also included are establishments primarily engaged in furnishing highway passenger transportation and establishments furnishing highway passenger terminal or maintenance facilities. Intercity bus lines are included in this major group, but interurban railways are classified in Major Group 40.

Industry Group 411: Local And Suburban Passenger Transportation

- 4111 [Local and Suburban Transit](#)
- 4119 [Local Passenger Transportation, Not Elsewhere Classified](#)

Industry Group 412: Taxicabs

- 4121 [Taxicabs](#)

Industry Group 413: Intercity And Rural Bus Transportation

- 4131 [Intercity and Rural Bus Transportation](#)

Industry Group 414: Bus Charter Service

- 4141 [Local Bus Charter Service](#)
- 4142 [Bus Charter Service, Except Local](#)

Industry Group 415: School Buses

- 4151 [School Buses](#)

Industry Group 417: Terminal And Service Facilities For Motor Vehicle

- 4173 [Terminal and Service Facilities for Motor Vehicle Passenger Transportation](#)

Major Group 42: Motor Freight Transportation And Warehousing

This major group includes establishments furnishing local or long-distance trucking or transfer services, or those engaged in the storage of farm products, furniture and other household goods, or commercial goods of any nature. The operation of terminal facilities for handling freight, with or without maintenance facilities, is also included. Establishments primarily engaged in the storage of natural gas are classified in Industry 4922. Field warehousing is classified in Services, Industry 7389. Establishments of the United States Postal Service are classified in Major Group 43.

Industry Group 421: Trucking And Courier Services, Except Air

- 4212 [Local Trucking Without Storage](#)
- 4213 [Trucking, Except Local](#)
- 4214 [Local Trucking With Storage](#)
- 4215 [Courier Services, Except by Air](#)

Industry Group 422: Public Warehousing And Storage

- 4221 [Farm Product Warehousing and Storage](#)
- 4222 [Refrigerated Warehousing and Storage](#)
- 4225 [General Warehousing and Storage](#)
- 4226 [Special Warehousing and Storage, Not Elsewhere Classified](#)

Industry Group 423: Terminal And Joint Terminal Maintenance

- 4231 [Terminal and Joint Terminal Maintenance Facilities for Motor Freight Transportation](#)

Major Group 45: Transportation By Air

This major group includes establishments engaged in furnishing domestic and foreign transportation by air and also those operating airports and flying fields and furnishing terminal services. Establishments primarily engaged in performing services which may incidentally use airplanes (e.g., crop dusting and aerial photography) are classified according to the service performed.

Industry Group 451: Air Transportation, Scheduled, And Air Courier

- 4512 [Air Transportation, Scheduled](#)
- 4513 [Air Courier Services](#)

Industry Group 452: Air Transportation, Nonscheduled

- 4522 [Air Transportation, Nonscheduled](#)

Industry Group 458: Airports, Flying Fields, And Airport Terminal

- 4581 [Airports, Flying Fields, and Airport Terminal Services](#)

Major Group 47: Transportation Services

This major group includes establishments furnishing services incidental to transportation, such as forwarding and packing services, and the arrangement of passenger and freight transportation.

Industry Group 472: Arrangement Of Passenger Transportation

- 4724 [Travel Agencies](#)
- 4725 [Tour Operators](#)
- 4729 [Arrangement of Passenger Transportation, Not Elsewhere Classified](#)

Industry Group 473: Arrangement Of Transportation Of Freight And Cargo

- 4731 [Arrangement of Transportation of Freight and Cargo](#)

Industry Group 474: Rental Of Railroad Cars

- 4741 [Rental of Railroad Cars](#)

Industry Group 478: Miscellaneous Services Incidental To Transportation

- 4783 [Packing and Crating](#)
- 4785 [Fixed Facilities and Inspection and Weighing Services for Motor Vehicle Transportation](#)
- 4789 [Transportation Services, Not Elsewhere Classified](#)

Major Group 48: Communications

This major group includes establishments furnishing point-to-point communications services, whether intended to be received aurally or visually; and radio and television broadcasting. This major group also includes establishments primarily engaged in providing paging and beeper services and those engaged in leasing telephone lines or other methods of telephone transmission, such as optical fiber lines and microwave or satellite facilities, and reselling the use of such methods to others. Establishments primarily engaged in furnishing telephone answering services are classified in Services, Industry 7389.

Industry Group 481: Telephone Communications

- 4812 [Radiotelephone Communications](#)
- 4813 [Telephone Communications, Except Radiotelephone](#)

Industry Group 482: Telegraph And Other Message Communications

- 4822 [Telegraph and Other Message Communications](#)

Industry Group 483: Radio And Television Broadcasting Stations

- 4832 [Radio Broadcasting Stations](#)
- 4833 [Television Broadcasting Stations](#)

Industry Group 484: Cable And Other Pay Television Services

- 4841 [Cable and Other Pay Television Services](#)

Industry Group 489: Communications Services, Not Elsewhere

- 4899 [Communications Services, Not Elsewhere Classified](#)

Update
Index #20

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

CITY COUNCIL MEETING DATE: 7/11/2022

AGENDA ITEM:	
Finance Director Appointment	
PREPARED BY:	DIRECTOR APPROVAL:
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Appointment	
BUDGET CODE:	AMOUNT:
SUMMARY:	
<p>Per Marysville Municipal Code 2.35.020, the Mayor has the power of appointment and removal of the finance director. Such appointment and removal shall be subject to confirmation by a majority vote of the city council.</p> <p>Sandy Langdon, the current appointed finance director, will be removed and Crystil Wooldridge will be appointed as the finance director.</p>	

RECOMMENDED MOTION:



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint CRYSTIL WOOLDRIDGE as FINANCE DIRECTOR of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.35.020; dated this 11th day of July, 2022.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as Finance Director of the City of Marysville in the manner required by law.

Dated this 11th day of July, 2022

CRYSTIL WOOLDRIDGE

Update
Index #21

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

CITY COUNCIL MEETING DATE: 7/11/2022

AGENDA ITEM:	
City Clerk Appointment	
PREPARED BY:	DIRECTOR APPROVAL:
DEPARTMENT:	
City Clerk	
ATTACHMENTS:	
Appointment	
BUDGET CODE:	AMOUNT:
SUMMARY:	
<p>Per Marysville Municipal Code 2.30.020, the Mayor has the power of appointment and removal of the city clerk. Such appointment and removal shall be subject to confirmation by a majority vote of the city council.</p> <p>Sandy Langdon, the current appointed city clerk, will be removed and John Nield will be appointed as the city clerk.</p>	

RECOMMENDED MOTION:



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint JOHN NIELD as CITY CLERK of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.30.020; dated this 11th day of July, 2022.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as City Clerk of the City of Marysville in the manner required by law.

Dated this 11th day of July, 2022

JOHN NIELD