

WORK SESSION MONDAY, MAY 1, 2023 – 7:00 PM 501 DELTA AVENUE MARYSVILLE, WA 98270

AGENDA

To listen to the meeting without providing public comment: Join Zoom Meeting https://us06web.zoom.us/j/86246307568 Or Dial toll-free US: 888 475 4499 Meeting ID: 862 4630 7568

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Discussion Items

Approval of Minutes (Written Comment Only Accepted from Audience)

Consent

 April 26, 2023 Claims in the Amount of \$900,130.96 Paid by EFT Transactions and Check Numbers 162521 through 162655 042623.rtf

Review Bids

2. Contract Award - 2023 Pavement Preservation Program

Recommended Motion: I move to authorize the Mayor to sign and execute the 2023 Pavement Preservation Program contract with Reece Construction Company in the amount of \$4,153,293.47 and approve a management reserve of \$415,329.35 for a

total allocation of \$4,568,622.82.

Vicinity Map.JPG Bid Tabulation_2023 PPP.pdf Contract.pdf

3. Contract Award - 2023 Road Re-Striping

Recommended Motion: I move to authorize the Mayor to execute the 2023 Road Re-Striping project contract with Specialized Pavement Marking in the amount of \$153,953.94 and approve a management reserve of \$15,395.39 for a total allocation of \$169,349.33.

Bid Tab - 2023 Road Re-Striping.xls 27268- Initial Contract - Contractor signed - Copy.pdf

Public Hearings

New Business

4. Strawberry Festival Master Permit Proposal

Recommended Motion: I move to authorize the Mayor to approve the 2023 Strawberry Festival Permit Proposal. 2023 Strawberry Festival Permit Proposal Editable (002).docx

5. Fifth Amendment to Professional Services Agreement between The City of Marysville and PalAmerican Security

Recommended Motion: I move to authorize the Mayor to sign and execute the Fifth Amendment to Professional Services Agreement between the City of Marysville and PalAmerican Security.

FIFTH AMENDMENT MARYSVILLE MUNICIPAL.pdf

6. Climate Change Vulnerability Assessment - City of Marysville

Adopt the Marysville Climate Change and Vulnerability Assessment by Resolution during the May 22, 2023 City Council meeting. Exhibit 1 - Climate Vulnerability and Risk Assessment.pdf

7. Evidence Building Professional Services Agreement, Supplemental No. 1

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with Botesch, Nash & Hall for the Evidence Building Professional Services Agreement. BNH Evidence Building Supplemental Agreement No. 1.pdf

8. Memorandum of Understanding Between the Washington Traffic Safety Commission and the City of Marysville Police Department

Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding. DRE_MOU_042723.docx

9. Purchase Order - 2023 Peterbilt 220 Pavement Paint Striping Truck

Recommended Motion: I move to authorize the Mayor to execute the purchase order with MB Companies Inc. in the amount of \$466,815.09, plus applicable sales tax, for procurement of a 2023 Peterbilt 220 Pavement Paint Striping Truck. 2023_Peterbilt_220_PO.pdf Q17291 042723 - SOURCEWELL QUOTE FORM.pdf

10. An Ordinance for Civic Center - Delta Avenue Right-of-Way Dedication

Recommended Motion: I move to approve Ordinance _____, dedicating Tract 999 of the Civic Center Boundary Line Adjustment for public use as right-of-way for Delta Avenue and record with the Snohomish County Auditor. AFN 202211305006 BLA Map - BLA22008.pdf ORD-Civic Center Tract 999 ROW Dedication-FINAL.pdf

11. An Ordinance Amending MMC2.24.090 Related to Court Costs

Recommended Motion: I move to adopt Ordinance No. _____ Ordinance Jury pay - jw edit.docx

12. An **Ordinance** Amending Chapter 6.27 MMC by Criminalizing Possession of a Controlled Substance Without a Prescription, Removing the Referral Requirement, and Updating the Penalty for Use of a Controlled Substance in a Public Place

Recommended Motion: I move to adopt Ordinance No. _____. Possession Ordinance 4-25-23.docx

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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

AGENDA ITEM NO. 1.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023			
SUBMITTED BY:	Accounting Technician Shauna Crane, Finance			
ITEM TYPE:	Claims			
AGENDA SECTION: Consent				
SUBJECT:	April 26, 2023 Claims in the Amount of \$900,130.96 Paid by EFT Transactions and Check Numbers 162521 through 162655			
SUGGESTED ACTION:				
SUMMARY:				

ATTACHMENTS: 042623.rtf

CITY OF MARYSVILLE **INVOICE LIST**

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FOR INVOICES FROM 4/26/2023 TO 4/26/2023

<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
162521	REVENUE, DEPT OF	MARCH 2023 EXCISE TAX	RECREATION SERVICES	15.52
	REVENUE, DEPT OF		POLICE ADMINISTRATION	38.69
	REVENUE, DEPT OF		GENERAL FUND	93.45
	REVENUE, DEPT OF		GOLF ADMINISTRATION	470.14
	REVENUE, DEPT OF		WATER/SEWER OPERATION	652.14
	REVENUE, DEPT OF		GOLF COURSE	9,442.05
	REVENUE, DEPT OF		STORM DRAINAGE	18,256.25
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	41,783.16
	REVENUE, DEPT OF		UTIL ADMIN	67,481.51
162522	LICENSING, DEPT OF	DRIVING ABSTRACT - MCDERMOTT	PERSONNEL ADMINISTRATION	15.00
162523	LICENSING, DEPT OF	DRIVING ABSTRACT - MILLER	PERSONNEL ADMINISTRATION	15.00
162524	LICENSING, DEPT OF	DRIVING ABSTRACT - ELLIS	PERSONNEL ADMINISTRATION	15.00
162525	LICENSING, DEPT OF	DRIVING ABSTRACT - MIKESELL	PERSONNEL ADMINISTRATION	15.00
162526	LICENSING, DEPT OF	DRIVING ABSTRACT - LUNDGREN	PERSONNEL ADMINISTRATION	15.00
162527	ALEXANDER PRINTING	ROUTE PAGES PAPER	SOLID WASTE OPERATIONS	28.40
	ALEXANDER PRINTING	BUSINESS CARDS - GIFFIN	COMMUNITY CENTER	129.31
	ALEXANDER PRINTING	BUSINESS CARDS - HODGSON	PERSONNEL ADMINISTRATION	129.31
162528	AM TEST INC.	ORGANIC CARBON WATER	WASTE WATER TREATMENT	35.00
162529	APSCO, INC.	MECH SEAL KIT, GASKET, FREIGHT	SEWER LIFT STATION	885.92
162530	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.22
	ARAMARK UNIFORM		EQUIPMENT RENTAL	73.34
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
162531	BICKFORD FORD	BRAKE PADS/KIT, ROTOR ASSEMBLY	ER&R	328.82
162532	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,637.08
162533	BV CARPENTRY	UTILITY REFUND	GARBAGE	243.41
162534	C R HARNDEN CO INC.	TREE REPLACEMENTS	SIDEWALK MAINTENANCE	4,283.63
162535	CAPITAL INDUSTRIES	4YRD CONTAINERS, FREIGHT CHARGE	SOLID WASTE OPERATIONS	8,522.26
162536	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,981.98
162537	CASCADE NATURAL GAS	GAS CHARGES	WATER FILTRATION PLANT	1,883.58
162538	CENTRAL WELDING SUPP	YELLOW RAIN PANTS	ER&R	81.49
	CENTRAL WELDING SUPP	SURVEYOR MESH VESTS	ER&R	120.34
162539	COASTAL FARM & HOME	PROPANE FUEL	WATER SERVICES	15.04
	COASTAL FARM & HOME	PROPANE TANK/TORCH	WATER SERVICES	169.55
162540	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.23
162541	COMMERCIAL ALARM	ANNUAL ALARM TEST	MAINTENANCE	506.33
162542	COMMONSTREET	88TH ST IMPROVEMENT - ROW	GMA - STREET	1,977.18
162543	COOP SUPPLY	CROSSBOW, RATCHET TIE DOWN	PARK & RECREATION FAC	238.47
	COOP SUPPLY	TREE PLANTING SUPPLIES	ROADSIDE VEGETATION	546.43
162544	CORE & MAIN LP	CHECK VALVE	WASTE WATER TREATMENT	7,214.94
162545	CORE INFRASTRUCTURE	HYDRANT METER - DEPOSIT	WATER/SEWER OPERATION	1,150.00
162546	CORFEE, THREESE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	214.62
162547	DESIGNER STUDIO	PHOTOGRAPHY FOR DANCE	RECREATION SERVICES	1,050.24
162548	DITCH WITCH NORTHWES	CAP, PIVOT-DW 830, FREIGHT CHARGE	UTILITY LOCATING	38.12
162549	DK SYSTEMS, INC.	FAN MOTOR SERVICE	WATER FILTRATION PLANT	177.61
	DK SYSTEMS, INC.	COOLING/HEATING SYSTEM SERVICE	UTIL ADMIN	284.44
162550	DMH INDUSTRIAL	AC REBUILD, SUB PUMP	SEWER LIFT STATION	2,703.54
162551	DOBBS PETERBILT	RAD CAP SURGE TANK, PIPE	EQUIPMENT RENTAL	334.81
162552	DYNAMIC LANGUAGE CTR	LANGUAGE TRANSLATION	STORM DRAINAGE	132.00
162553	E&E LUMBER	CONCRETE MIX	PARK & RECREATION FAC	9.01
	E&E LUMBER	CUSTODIAN SINK	PARK & RECREATION FAC	12.38
	E&E LUMBER	CONCRETE MIX	PARK & RECREATION FAC	13.52

CITY OF MARYSVILLE INVOICE LIST

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FOR INVOICES FROM 4/26/2023 TO 4/26/2023

CHK #	VENDOR	ITEM DESCRIPTION		
162552		SCREWS	DESCRIPTION DARK & DECREATION FAC	
102000				20.33
162554				2 025 66
162555				2,023.00
162556				160.25
102330				160.25
162557				1 176 / 9
162550			WATED SEDVICES	1,170.40
102330				175.04
				710.00
	FERGUSON ENTERPRISES		WATER DIST MAINS	710.99
				1 004 07
162550				-1.63
102339		TOXICIT //INFIBITION TESTING		251.63
162560	FIRESTONE	HT2 TIRES		627.45
162561				472.00
162562				2 633 81
102502				4 366 50
162562		CRARDER SUDRY VAC DARTS		4,300.39
102505		GRADDER SURRT VAC PARTS		-19.70
162564				12 20
102304				43.20
				102.04
				260.06
				209.90
				324.07
		SUDDUES		440.00
				407.71
162565				1,591.69
102000	GRANITE CONST	ASPHALI		201 70
				201.79
	GRANITE CONST			115 GA
162566				1 770 37
162567				88.50
162568		MISC TOOLS		123.54
162560		BRASS BOLTS RUBBER GASKET		537 51
102309				1 355 03
		MARKING PAINT CAN	FR&R	1,555.05
				1,301.92
162570				100 13
162570				1 803 60
162577		STIMP GPINDEP		1,095.00
162572	HOME DEPOT USA			287 77
162574				410.25
162575		G2 ENTRY EVEL OVENDER		212 56
162576			FR&R	511 00
1020/0		MISC BATTERIES	FR&R	Q1Q 00
162577		ROCK	WATER DIST MAINS	1 222 25
102011			SEWER MAIN COLLECTION	1 222 52
			SEWER MAIN COLLECTION	1 581 85
			WATER DIST MAINS	1 521 26
				1,501.00

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СНК # VENDOR

	VENDOR
162578	J & B TOOLS, LLC
162579	JANSSEN, STEPHANIE
	JANSSEN, STEPHANIE
162580	JOHNSON, ANNELL
162581	KAISER, WILL
162582	KBA, INC
162583	KEEFE, RYAN M
162584	KENDALL CHEVROLET
162585	KUNKEL, JENNIFER
162586	LABOR & INDUSTRIES
	LABOR & INDUSTRIES
162587	LAKESIDE INDUSTRIES
162588	LAPIN, SERGEY
162589	LASTING IMPRESSIONS
	LASTING IMPRESSIONS
162590	LAYCOCK, JEFF
162591	MARYFEST
162592	MARYSVILLE, CITY OF
	MARYSVILLE, CITY OF
162593	MATCO TOOLS
162594	MENDOZA, TERESA TINA
162595	MICRO PRECISION
162596	MILES SAND & GRAVEL
162597	MOTOR TRUCKS
162598	NAPA AUTO PARTS
162599	NATURAL RESOURCES
162600	NC MACHINERY COMPANY
162601	NELSON PETROLEUM
162602	NGUYEN, DUC XUAN
162603	NIELD, JOHN
	NIELD, JOHN
	NIELD, JOHN
162604	NORTH CENTRAL LABORA
	NORTH CENTRAL LABORA
162605	NORTH COAST ELECTRIC
162606	NORTHWESTERN AUTO
162607	ODP BUSINESS SOLUTIO
	ODP BUSINESS SOLUTIO
	ODP BUSINESS SOLUTIO
162608	OREILLY AUTO PARTS
162609	PACIFIC POWER BATTER
162610	PACWEST MACHINERY

FO

#V012 PURGE VALUE

TYMCO SCHOOL TRAINING

REPLACEMENT BATTERY FOR PUMP

OR INVOICES FROM 4/26/2023 TO 4/26/2023	}	
ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
MISC. SHOP TOOLS	EQUIPMENT RENTAL	1,229.90
AWC LABOR RELATIONS	UTILITY BILLING	103.25
TYLER CONNECT 2023	UTILITY BILLING	188.80
UTILITY BILLING REFUND	WATER/SEWER OPERATION	140.00
TYLER CONNECT 2023	COMPUTER SERVICES	211.20
PROFESSIONAL SERVICE	GMA - STREET	17,091.39
TRAINING	UTIL ADMIN	193.55
PAD KIT	ER&R	212.25
REFUND - SOCCER	PARKS-RECREATION	95.00
1ST QTR L & I	MUNICIPAL COURTS	1.66
	MUNICIPAL COURTS	26.08
	COMMUNITY CENTER	31.48
	RECREATION SERVICES	565.30
	POLICE PATROL	617.74
ASPHALT	ROADWAY MAINTENANCE	770.39
REFUND - PHOTOGRAPHIC FUNDAMENTALS	PARKS-RECREATION	48.00
EMBROIDERED LOGO FOR SHIRTS	RECREATION SERVICES	196.92
HATS, SHIRTS, PULL-OVER HOOD W/LOGO	ER&R	1,608.02
AWC LABOR RELATIONS	UTIL ADMIN	70.80
REFUND RENTAL DEPOSIT	GENERAL FUND	250.00
5300 SUNNYSIDE BLVD	SEWER LIFT STATION	62.75
4822 61 ST NE A&B	AFFORDABLE HOUSING	114.30
6915 ARMAR RD	PARK & RECREATION FAC	120.01
	PARK & RECREATION FAC	163.44
	PARK & RECREATION FAC	210.67
	PARK & RECREATION FAC	295.69
5315 64TH ST NE	PARK & RECREATION FAC	299.80
6915 ARMAR RD	PARK & RECREATION FAC	1.816.49
MULTI-SPI INF EXTRACTORS	SEWER MAIN COLLECTION	205.67
INSTRUCTOR PAYMENT	RECREATION SERVICES	72.00
CALIBRATION THERMOMETER	WASTE WATER TREATMENT	775.00
STATE AVE TREE WELLS		913.50
FUEL SEPARATOR	FR&R	199.01
	FR&R	137 53
FOREST LAND ASSESSMENT	STORM DRAINAGE	308 75
CAT GRINDER BITS		504.33
MOBIL GREASE	FR&R	745.02
	GARBAGE	322.28
AWC LABOR RELATIONS	FINANCE-GENI	103 25
TYLER CONNECT 2023		188.80
GEOA 2023		270.10
		-151.26
		1 760 44
		1,700.44
		11 720 82
		7/ 62
		116 14
		180.14
		100.01

EQUIPMENT RENTAL

EQUIPMENT RENTAL

STORM DRAINAGE

30.74

233.30

165.30

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CHK #	VENDOR	ITEM DESCRIPTION		
162610			DESCRIPTION STREET OF EANING	165 20
162611				346.75
162612				100.00
162613		HEAD WORK BAGS	WASTE WATER TREATMENT	3 274 14
162614	PETERSON SHAWNA & B		GARBAGE	266 41
162615	PGC INTERBAY LLC	REIMBURSEMENT TO GOLE	PRO-SHOP	163.02
102010				163 73
	PGC INTERBAY LLC		PRO-SHOP	170.48
	PGC INTERBAY LLC		PRO-SHOP	220.00
	PGC INTERBAY LLC		PRO-SHOP	340.02
	PGC INTERBAY LLC		PRO-SHOP	549.00
	PGC INTERBAY LLC		MAINTENANCE	1.242.00
	PGC INTERBAY LLC		MAINTENANCE	1.451.41
	PGC INTERBAY LLC		MAINTENANCE	1.869.82
	PGC INTERBAY LLC		PRO-SHOP	1.960.00
	PGC INTERBAY LLC		GOLF COURSE	5,484.64
	PGC INTERBAY LLC		MAINTENANCE	8.001.76
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	9,568.42
	PGC INTERBAY LLC		MAINTENANCE	14,408.69
162616	PILON, CHARLES W & A	UTILITY BILLING REFUND	WATER/SEWER OPERATION	8.18
162617	PUBLIC SAFETY TESTIN	29 POLICE ADD-ON	POLICE PATROL	319.00
162618	PUD	ACCT #205136245	SEWER LIFT STATION	15.37
	PUD	ACCT #202461034	UTIL ADMIN	21.75
	PUD	ACCT #205195373	PARK & RECREATION FAC	22.84
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	34.92
	PUD	ACCT #202794657	TRANSPORTATION	42.88
	PUD	ACCT #203430897	STREET LIGHTING	52.21
	PUD	ACCT #203199732	TRANSPORTATION	52.75
	PUD	ACCT #223514563	TRANSPORTATION	56.24
	PUD	ACCT #202368544	TRANSPORTATION	57.50
	PUD	ACCT #202303301	SEWER LIFT STATION	61.31
	PUD	ACCT #202288585	TRANSPORTATION	62.42
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	62.57
	PUD	ACCT #201065281	PARK & RECREATION FAC	74.54
	PUD	ACCT # 222772634	TRANSPORTATION	82.48
	PUD	ACCT #202524690	PUMPING PLANT	91.88
	PUD	ACCT #202011813	PUMPING PLANT	102.80
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	104.08
	PUD	ACCT #202368551	PARK & RECREATION FAC	104.97
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	120.27
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	160.38
	PUD	ACCT #222025900	PUMPING PLANT	185.18
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	209.17
	PUD	ACCT #201247699	STREET LIGHTING	211.30
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	236.31
	PUD	ACCT #202000329	PARK & RECREATION FAC	272.04
	PUD	ACCT #201021607	PARK & RECREATION FAC	307.86
	PUD	ACCT #200625382	SEWER LIFT STATION	375.15
	PUD	ACCT #201021698	PARK & RECREATION FAC	537.57
	PUD	EVC22 - 1404 5TH ST	CAPITAL EXPENDITURES	3,085.00
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,861.24

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ITEM AMOUNT 6,356.36 333.36 40.00 169.34 279.96 17,714.15 1,477.67 24.49 364.75 2,485.49 64.57 8.80 61.00 105.00 588.00 5,998.00 201,366.00 244,305.00 837.89 86.24 36.24 316.72 200.00 92.99 -4,157.72 45,485.44 28.33 224.00 1,233.84

<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION
162618	PUD	EV CHARGER SERVICE	CAPITAL EXPENDITURES
162619	PUGET SOUND DETAIL	V038 TRUCK DETAILING	WATER QUAL TREATMENT
162620	RAMOS, GIOVANNI	REFUND - BABYSITTING BASICS	PARKS-RECREATION
162621	REECE TRUCKING	ASPHALT DUMP	ROADWAY MAINTENANCE
	REECE TRUCKING		ROADWAY MAINTENANCE
162622	REGIONAL DISPOSAL	STREET SWEEPING	STORM DRAINAGE
162623	RODDA	PUSH PAINTER PAINT	ROADWAY MAINTENANCE
162624	SHERWIN WILLIAMS	SUPPLIES FOR OPERA HOUSE	OPERA HOUSE
162625	SISKUN POWER EQUIPME	ROW MOVING STOCK	ROADSIDE VEGETATION
	SISKUN POWER EQUIPME	REPLACEMENT POWER TOOLS	ROADSIDE VEGETATION
162626	SIX ROBBLEES INC	V062 HITCH RECEIVER	EQUIPMENT RENTAL
162627	SMITHIES, JOHN	UTILITY BILLING REFUND	WATER/SEWER OPERATION
162628	SNO CO PUBLIC WORKS	MARCH 2023 SOLID WASTE CHARGES	WASTE WATER TREATMENT
	SNO CO PUBLIC WORKS		ROADSIDE VEGETATION
	SNO CO PUBLIC WORKS		MAINTENANCE
	SNO CO PUBLIC WORKS	FEB 2023 SOLID WASTE CHARGES	STORM DRAINAGE
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS
	SNO CO PUBLIC WORKS	MARCH 2023 SOLID WASTE CHARGES	SOLID WASTE OPERATIONS
162629	SOLID WASTE SYSTEMS	FORK CYLINDER	ER&R
162630	SOUND PUBLISHING	RESTROOM REPLACEMENT AD	GMA-PARKS
162631	SOUND PUBLISHING	ORDINANCE 3269	CITY CLERK
162632	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA - STREET
162633	SOUND SAFETY	UNIFORM - DIAMOND	GENERAL
162634	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS
162635	SRV CONSTRUCTION	REPAIR WWTP FILTER MANIFOLD	WATER/SEWER OPERATION
	SRV CONSTRUCTION		WASTE WATER TREATMENT
162636	STILES, ROBERT G	UTILITY BILLING REFUND	WATER/SEWER OPERATION
162637	STRAWBERRY LANES	INSTRUCTOR PAYMENT	RECREATION SERVICES
162638	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC
162639	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION
162640	SUPERIOR RESTROOMS	UNIT #3747 SERVICE ON 3/8/23	ROADSIDE VEGETATION
	SUPERIOR RESTROOMS	UNIT #3752 SERVICE ON 3/8/23	WATER RESERVOIRS
	SUPERIOR RESTROOMS	UNIT #4255 SERVICE ON 3/22/23	ROADSIDE VEGETATION
	SUPERIOR RESTROOMS	UNIT #4257 SERVICE ON 3/22/23	WATER RESERVOIRS
162641	SWANSON, MARGIE	UTILITY BILLING REFUND	WATER/SEWER OPERATION
162642	TOLBERT, JAMES	TRAINING WASPC CONFERENCE	POLICE INVESTIGATION
162643	TRANSPO GROUP	DUPLICATE PAYMENT CREDIT	GMA - STREET
	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET
	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET
	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET
162644	TRANSPORTATION, DEPT	DEICER CALCIUM CHLORIDE	SNOW & ICE REMOVAL
162645	TROJAN TECHNOLOGIES	LAMP DRIVER, WIPER SEAL, SLEEVE	PUMPING PLANT
162646	UNITED RENTALS	CONTAINER RENTAL	PARK & RECREATION FAC
	UNITED RENTALS	EQUIPMENT RENTAL	ROADSIDE VEGETATION
162647	USDA-APHIS-WILDLIFE	PROGRAM SUPPORT	STORM DRAINAGE
162648	VARI SALES CORP	HANGING DESK CUBBY, CABLE TRAY	STORM DRAINAGE
	VARI SALES CORP	STANDING DESK	STORM DRAINAGE
162649	VEGAAMERICAS, INC	VEGA BAR CABLE CONNECTION	WATER RESERVOIRS
162650	VEOLIA WATER TECH	WWTP REPLACEMENT PARTS	WASTE WATER TREATMENT
162651	WOGLAND, ANNASTASIA	UTILITY BILLING REFUND	WATER/SEWER OPERATION
162652	ZENNER USA	HYDRO FLOW METER	WATER/SEWER OPERATION

1,764.00 71.11 71.11 71.11 71.11 8.24 241.00 -519.30 363.30 1,992.44 3,097.29 1,318.73 4,085.08 121.72 1,150.76 491.57 666.82 2,775.83 704.02 11,489.89 32.90 -470.06

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FOR INVOICES FROM 4/26/2023 TO 4/26/2023

			20	
<u>CHK #</u>	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	<u>ITEM</u> AMOUNT
162652	ZENNER USA	HYDRO FLOW METER	WATER CROSS CNTL	5,470.74
162653	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	61.06
162654	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	36.95
	ZIPLY FIBER		COMMUNITY	36.95
162655	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	75.12

WARRANT TOTAL:

\$900,130.96

REASON	FOR	VOIDS:	

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$900,130.96

AGENDA ITEM NO. 2.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023				
SUBMITTED BY:	Engineering Services Manager Ken McIntyre, Public Works				
ITEM TYPE:	Bid Award				
AGENDA SECTION:	Review Bids				
SUBJECT:	Contract Award - 2023 Pavement Preservation Program				
SUGGESTED ACTION:					
	Recommended Motion: I move to authorize the Mayor to sign and execute the 2023 Pavement Preservation Program contract with Reece Construction Company in the amount of \$4,153,293.47 and approve a management reserve of \$415,329.35 for a total allocation of \$4,568,622.82.				

The 2023 Pavement Preservation project will include 14,920 Tons of HMA, a 2-inch asphalt overlay, pavement repair, planning 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. Cedar Avenue between 4th St and Grove St
- 2. 5th, 6th, and 7th St between Delta Ave and State Ave
- 3. Delta Ave between 4th and 5th
- 4. 10th between State Ave and 47th Ave
- 5. Grove St between 67th Ave NE and 73rd St NE
- 6. 71st Ave NE between Grove St and 72nd St NE
- 7. 73rd St NE between 67th Ave NE and 71st Ave NE
- 8. 68th Ave NE between Grove St and 73rd St NE
- 9. 69th Ave NE between Grove St and 73rd St NE
- 10. 132nd St NE from 51st Ave NE to City Limits
- 11. 130th and 132nd PI NE between 51st Ave NE and 48th Ave NE
- 12. 48th Ave NE between 132nd PI NE and 130th PI NE
- 13. 139th and 140th PI NE between 51st Ave NE and 54th Dr NE
- 14. 83rd Ave NE between 44th St NE and just north of Sunnyside School Rd

The project was advertised for an April 27, 2023 bid opening. The City received 5 bids as shown on the attached bid tabulation. The low bidder was Reece Construction Company at \$4,153,293.47. The engineers estimated was \$6,479,850.03. References have been checked and found to be satisfactory.

Contract

Bid: \$4,153,293.47

Management Reserve (10%):

<u>\$ 415,329.35</u>

Total: \$4,568,622.82

ATTACHMENTS: Vicinity Map.JPG Bid Tabulation_2023 PPP.pdf Contract.pdf



City of Marysville Certified Bid Tabulation 2023 Pavement Preservation Project

				Engineer's Estimate HM Pacific Northwest, Inc.		SRV Construction Lakeside			Lakeside Industries Inc.		Granite Construction		nstruction		
ITEM NO.	ІТЕМ	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1-04.4	MINOR CHANGES	1	I EST	\$60,000.00 \$	60,000.00	\$60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00 \$	60,000.00
1-07.15	SPCC PLAN	1	I LS	\$1,200.00 \$	1,200.00	\$400.00	\$ 400.00	\$ 3,500.00	\$ 3,500.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 765.00 \$	765.00
1-09.7	MOBILIZATION	1	I LS	\$316,564.55 \$	316,564.55	\$605,000.00	\$ 605,000.00	\$ 400,000.00	\$ 400,000.00	\$ 234,000.00	\$ 234,000.00	\$ 535,000.00	\$ 535,000.00	\$ 200,000.00 \$	200,000.00
1-10.5	PROJECT TEMPORARY TRAFFIC CONTROL	1	I LS	\$135,000.00 \$	135,000.00	\$720,000.00	\$ 720,000.00	\$ 395,000.00	\$ 395,000.00	\$ 650,000.00	\$ 650,000.00	\$1,014,500.00	\$ 1,014,500.00	\$ 315,000.00 \$	315,000.00
2-01.5	CLEARING AND GRUBBING	1	I LS	\$10,000.00 \$	10,000.00	\$15,800.00	\$ 15,800.00	\$ 13,750.00	\$ 13,750.00	\$ 16,500.00	\$ 16,500.00	\$ 11,400.00	\$ 11,400.00	\$ 5,000.00 \$	5,000.00
2-02.5	SAWCUT	2000) LF	\$31.00 \$	62,000.00	\$9.00	\$ 18,000.00	\$ 5.50	\$ 11,000.00	\$ 10.50	\$ 21,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00 \$	10,000.00
2-02.5	REMOVAL OF CURB AND GUTTER	1900) LF	\$8.00 \$	15,200.00	\$92.00	\$ 174,800.00	\$ 14.00	\$ 26,600.00	\$ 29.00	\$ 55,100.00	\$ 26.00	\$ 49,400.00	\$ 43.00 \$	81,700.00
2-02.5	REMOVAL OF SIDEWALK	1300) SY	\$15.00 \$	19,500.00	\$201.00	\$ 261,300.00	\$ 19.00	\$ 24,700.00	\$ 27.00	\$ 35,100.00	\$ 156.00	\$ 202,800.00	\$ 65.00 \$	84,500.00
2-02.5	REMOVAL OF ASPHALT	100600) SY	\$14.00 \$	1,408,400.00	\$1.75	\$ 176,050.00	\$ 0.90	\$ 90,540.00	\$ 1.15	\$ 115,690.00	\$ 0.50	\$ 50,300.00	\$ 0.25 \$	25,150.00
2-03.5	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	208.4	4 CY	\$58.01 \$	12,089.28	\$73.00	\$ 15,213.20	\$ 60.00	\$ 12,504.00	\$ 60.00	\$ 12,504.00	\$ 86.00	\$ 17,922.40	\$ 103.00 \$	21,465.20
4-04.5	CRUSHED SURFACING TOP COURSE	55	5 TON	\$45.00 \$	2,475.00	\$71.00	\$ 3,905.00	\$ 31.00	\$ 1,705.00	\$ 94.00	\$ 5,170.00	\$ 51.00	\$ 2,805.00	\$ 125.00 \$	6,875.00
4-04.5	CRUSHED SURFACING BASE COURSE	379.89	9 TON	\$40.00 \$	15,195.60	\$137.00	\$ 52,044.93	\$ 47.50	\$ 18,044.78	\$ 55.00	\$ 20,893.95	\$ 60.00	\$ 22,793.40	\$ 69.00 \$	26,212.41
5-04.5	PAVEMENT REPAIR EXCAVATION INCL. HAUL	6400) SY	\$24.00 \$	153,600.00	\$31.40	\$ 200,960.00	\$ 15.85	\$ 101,440.00	\$ 18.00	\$ 115,200.00	\$ 24.00	\$ 153,600.00	\$ 20.00 \$	128,000.00
5-04.5	PLANING BITUMINOUS PAVEMENT	100430) SY	\$6.00 \$	602,580.00	\$4.50	\$ 451,935.00	\$ 2.65	\$ 266,139.50	\$ 3.25	\$ 326,397.50	\$ 4.00	\$ 401,720.00	\$ 5.00 \$	502,150.00
5-04.5	HMA CI. 1/2 IN PG 58H-22	14920) TON	\$180.00 \$	2,685,600.00	\$133.00	\$ 1,984,360.00	\$ 137.50	\$ 2,051,500.00	\$ 108.00	\$ 1,611,360.00	\$ 110.00	\$ 1,641,200.00	\$ 110.00 \$	1,641,200.00
7-05.5	ADJUST MANHOLE	87	7 EACH	\$1,200.00 \$	104,400.00	\$1,125.00	\$ 97,875.00	\$ 1,200.00	\$ 104,400.00	\$ 1,100.00	\$ 95,700.00	\$ 1,100.00	\$ 95,700.00	\$ 400.00 \$	34,800.00
7-05.5	ADJUST WATER VALVE	105	5 EACH	\$700.00 \$	73,500.00	\$862.00	\$ 90,510.00	\$ 1,015.00	\$ 106,575.00	\$ 900.00	\$ 94,500.00	\$ 1,000.00	\$ 105,000.00	\$ 930.00 \$	97,650.00
7-05.5	ADJUST CATCH BASIN	62	2 EACH	\$850.00 \$	52,700.00	\$360.00	\$ 22,320.00	\$ 1,215.00	\$ 75,330.00	\$ 1,100.00	\$ 68,200.00	\$ 1,100.00	\$ 68,200.00	\$ 1,225.00 \$	75,950.00
7-05.5	CATCH BASIN TYPE 1	1	1 EACH	\$2,200.00 \$	2,200.00	\$11,500.00	\$ 11,500.00	\$ 2,550.00	\$ 2,550.00	\$ 5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00	\$ 1,125.00 \$	1,125.00
7-05.5	FIT EXISTING CB WITH SOLID LID	1	1 EACH	\$700.00 \$	700.00	\$1,725.00	\$ 1,725.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 1,011.00	\$ 1,011.00	\$ 400.00 \$	400.00
8-02.5	ROOT BARRIER	120) LF	\$20.00 \$	2,400.00	\$84.00	\$ 10,080.00	\$ 36.00	\$ 4,320.00	\$ 42.00	\$ 5,040.00	\$ 40.00	\$ 4,800.00	\$ 20.00 \$	2,400.00
8-02.5	PROPERTY RESTORATION	1	I LS	\$6,000.00 \$	6,000.00	\$97,750.00	\$ 97,750.00	\$ 20,000.00	\$ 20,000.00	\$ 4,700.00	\$ 4,700.00	\$ 45,000.00	\$ 45,000.00	\$ 5,000.00 \$	5,000.00
8-04.5	CEMENT CONC. TRAFFIC CURB AND GUTTER	1790) LF	\$35.00 \$	62,650.00	\$37.00	\$ 66,230.00	\$ 58.00	\$ 103,820.00	\$ 51.00	\$ 91,290.00	\$ 52.00	\$ 93,080.00	\$ 38.00 \$	68,020.00
8-04.5	CEMENT CONC. PEDESTRIAN CURB	1192	2 LF	\$35.00 \$	41,720.00	\$38.00	\$ 45,296.00	\$ 54.00	\$ 64,368.00	\$ 59.50	\$ 70,924.00	\$ 34.00	\$ 40,528.00	\$ 29.00 \$	34,568.00
8-04.5	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	140) LF	\$45.00 \$	6,300.00	\$67.30	\$ 9,422.00	\$ 70.20	\$ 9,828.00	\$ 68.00	\$ 9,520.00	\$ 64.00	\$ 8,960.00	\$ 68.00 \$	9,520.00
8-09.5	RAISED PAVEMENT MARKER TYPE 1	37.3	B HUN	\$1,500.00 \$	55,950.00	\$506.00	\$ 18,873.80	\$ 530.00	\$ 19,769.00	\$ 510.00	\$ 19,023.00	\$ 478.00	\$ 17,829.40	\$ 510.00 \$	19,023.00
8-09.5	RAISED PAVEMENT MARKER TYPE 2	11.478	B HUN	\$1,200.00 \$	13,773.60	\$863.00	\$ 9,905.51	\$ 900.00	\$ 10,330.20	\$ 850.00	\$ 9,756.30	\$ 815.00	\$ 9,354.57	\$ 870.00 \$	9,985.86
8-13.5	ADJUST MONUMENT CASE AND COVER	61	1 EACH	\$750.00 \$	45,750.00	\$845.00	\$ 51,545.00	\$ 810.00	\$ 49,410.00	\$ 900.00	\$ 54,900.00	\$ 917.00	\$ 55,937.00	\$ 932.00 \$	56,852.00
8-14.5	CEMENT CONC. SIDEWALK	406	S SY	\$85.00 \$	34,510.00	\$91.00	\$ 36,946.00	\$ 98.50	\$ 39,991.00	\$ 112.00	\$ 45,472.00	\$ 28.00	\$ 11,368.00	\$ 75.00 \$	30,450.00
8-14.5	CEMENT CONC. CURB RAMP	91	1 EACH	\$3,000.00 \$	273,000.00	\$4,025.00	\$ 366,275.00	\$ 3,200.00	\$ 291,200.00	\$ 3,900.00	\$ 354,900.00	\$ 2,230.00	\$ 202,930.00	\$ 2,200.00 \$	200,200.00
8-14.5	DETECTABLE WARNING SURFACE	960) SF	\$50.00 \$	48,000.00	\$70.00	\$ 67,200.00	\$ 31.20	\$ 29,952.00	\$ 63.00	\$ 60,480.00	\$ 28.00	\$ 26,880.00	\$ 33.00 \$	31,680.00
8-20.5	TRAFFIC SIGNAL SYSTEM	1	I LS	\$18,000.00 \$	18,000.00	\$20,700.00	\$ 20,700.00	\$ 20,350.00	\$ 20,350.00	\$ 20,500.00	\$ 20,500.00	\$ 16,500.00	\$ 16,500.00	\$ 21,500.00 \$	21,500.00
8-22.5	REMOVING PAINT LINE	210) LF	\$2.20 \$	462.00	\$5.80	\$ 1,218.00	\$ 6.00	\$ 1,260.00	\$ 6.00	\$ 1,260.00	\$ 5.00	\$ 1,050.00	\$ 6.00 \$	1,260.00
8-22.5	PAINTED LINE	29200) LF	\$0.30 \$	8,760.00	\$1.40	\$ 40,880.00	\$ 1.45	\$ 42,340.00	\$ 1.40	\$ 40,880.00	\$ 1.30	\$ 37,960.00	\$ 1.50 \$	43,800.00
8-22.5	PAINTED WIDE LINE	1000) LF	\$0.70 \$	700.00	\$2.30	\$ 2,300.00	\$ 2.50	\$ 2,500.00	\$ 2.25	\$ 2,250.00	\$ 2.00	\$ 2,000.00	\$ 2.50 \$	2,500.00
8-22.5	PROFILED PLASTIC LINE	26430) LF	\$2.00 \$	52,860.00	\$6.30	\$ 166,509.00	\$ 6.60	\$ 174,438.00	\$ 6.40	\$ 169,152.00	\$ 6.00	\$ 158,580.00	\$ 6.50 \$	171,795.00
8-22.5	PROFILED PLASTIC WIDE LINE	6630) LF	\$4.00 \$	26,520.00	\$7.80	\$ 51,714.00	\$ 8.10	\$ 53,703.00	\$ 7.75	\$ 51,382.50	\$ 7.50	\$ 49,725.00	\$ 8.00 \$	53,040.00
8-22.5	PLASTIC STOP LINE	570) LF	\$12.00 \$	6,840.00	\$17.80	\$ 10,146.00	\$ 19.00	\$ 10,830.00	\$ 18.00	\$ 10,260.00	\$ 17.00	\$ 9,690.00	\$ 18.00 \$	10,260.00
8-22.5	PLASTIC CROSSWALK	1860.00) SF	\$10.00 \$	18,600.00	\$10.50	\$ 19,530.00	\$ 11.00	\$ 20,460.00	\$ 10.50	\$ 19,530.00	\$ 10.00	\$ 18,600.00	\$ 11.00 \$	20,460.00
8-22.5	PAINTED BICYCLE LANE SYMBOL	37.00	EACH	\$150.00 \$	5,550.00	\$201.30	\$ 7,448.10	\$ 210.00	\$ 7,770.00	\$ 202.00	\$ 7,474.00	\$ 190.00	\$ 7,030.00	\$ 203.00 \$	7,511.00
8-22.6	PLASTIC ACCESS PARKING SPACE SYMBOL	12.00	EACH	\$250.00 \$	3,000.00	\$454.30	\$ 5,451.60	\$ 475.00	\$ 5,700.00	\$ 460.00	\$ 5,520.00	\$ 429.00	\$ 5,148.00	\$ 458.00 \$	5,496.00
8-22.5	PLASTIC TRAFFIC ARROW	18.00	EACH	\$200.00 \$	3,600.00	\$396.80	\$ 7,142.40	\$ 415.00	\$ 7,470.00	\$ 400.00	\$ 7,200.00	\$ 375.00	\$ 6,750.00	\$ 400.00 \$	7,200.00
<u>8-</u> 32.5	PROJECT SIGN	6.00	EACH	\$1,000.00 \$	6,000.00	\$320.00	\$ 1,920.00	\$ 975.00	\$ 5,850.00	\$ 205.00	\$ 1,230.00	\$ 1,500.00	\$ 9,000.00	\$ 733.00 \$	4,398.00
	TOTAL BASE BID				\$6,473,850.03		\$6,078,180.54		\$4,761,937.48		\$4,606,259.25		\$5,285,651.77		\$4,134,861.47
	TOTAL BASE BID + BID ADDITIVES A (page 2)	-	-		\$6,497,782.03		\$6,105,212.54		\$4,782,869.48		\$4,621,691.25		\$5,328,083.77		\$4,153,293.47



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



Apparent Low Bidder

City of Marysville Certified Bid Tabulation 2023 Pavement Preservation Project

				Engineer	's Estimate	HM Pacific Northwest, Inc.		SRV Construction		Lakeside Industries Inc.		Granite Construction		Reece Construction	
ITEM NO.	ІТЕМ	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1A	PERMANENT SIGNAGE	1	LS	\$13,500.00	\$ 13,500.00	\$ 16,600.00	\$ 16,600.00	\$ 10,500.00	\$ 10,500.00	\$ 5,000.00	\$ 5,000.00	\$ 32,000.00	\$ 32,000.00	\$ 8,000.00	\$ 8,000.00
	Total Bid Additive A				\$ 13,500.00		\$ 16,600.00		\$ 10,500.00		\$ 5,000.00		\$ 32,000.00		\$ 8,000.00
1B	ASPHALT COST PRICE ADJUSTMENT FACTOR	1	CALC	\$10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00	\$ 10,432.00
	Total Bid Additive B				\$ 10,432.00		\$ 10,432.00		\$ 10,432.00		\$ 10,432.00		\$ 10,432.00		\$ 10,432.00
	TOTAL Bid Addtives A+B				\$23,932.00		\$27,032.00		\$20,932.00		\$15,432.00		\$42,432.00		\$18,432.00



We hereby certify that this bid

tabulation represents all bids received and that all calculations have been

checked and are correct.

Apparent Low Bidder

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 (Contractor), a Corporation, organized under the laws of the State of Washington, located and doing business at 1607 114TH ST NE Tulalip WA 98271-9404, (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:

2023 Pavement Preservation Plan, 11430090.548 TB105

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. 2023 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 Sixty Five (65) working days of the effective date of the Notice to Proceed. Physical Completion shall be achieved within Twenty (20) working days from issuance of Substantial Completion. 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 Four Million One Hundred Fifty Three Thousand Two (\$4,153,293.47) 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 April 27, 2023. 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 Valorie Meischke 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:	<u>City</u> :
	City of Marysville
	Public Works – Attn: Valorie Meischke
	501 Delta 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	, 2023.
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CITY OF MARYSVILLE

By: _

Jon Nehring, Mayor

DATED this ______ day of ______, 2023.

REECE CONTRUCTION COMPANY (CONTRACTOR)

By:_____

 By:
 ______(Name)

 Its:
 ______(Title)

Attested/Authenticated:

, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

AGENDA ITEM NO. 3.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023
SUBMITTED BY:	Streets Maintenance Lead II Jake Wetzel, Public Works
ITEM TYPE:	Bid Award
AGENDA SECTION:	Review Bids
SUBJECT:	Contract Award - 2023 Road Re-Striping
SUGGESTED ACTION:	
	Recommended Motion: I move to authorize the Mayor to execute the 2023 Road Re-Striping project contract with Specialized Pavement Marking in the amount of \$153,953.94 and approve a management reserve of \$15,395.39 for a total

allocation of \$169,349.33.

The 2023 Road Re-Striping project involves the installation of approximately 998,978 lineal feet of 4-inch and 6-inch roadway paint striping, and C-Curb painting, with water-borne paint in both yellow and white colors.

The project bids were solicited through the MRSC Small Works Roster on March 23, 2023. Bids were opened on April 7, 2023, and are shown on the attached certified bid tabulation. The City received three bids. The low bidder was Specialized Pavement Markings, LLC, at \$153,953.94. The Engineers Estimate was \$175,000. References have been checked and found to be satisfactory.

Contract Bid:

\$153,953.94

Management Reserve (10%):

<u>\$15,394.39</u>

Total:

\$169,349.33

ATTACHMENTS:

Bid Tab - 2023 Road Re-Striping.xls 27268- Initial Contract - Contractor signed - Copy.pdf

5/2/2022

2023 Ro	badway Re-Striping Bid	Tabulation				Арр	aren	t Low-Bid				
											PAVEMENT	SURFACE
			_	Engineer's Estimate SF		SPIV	SPM, Inc. S		STRIPERITE		CONTROL	
Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices		Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	4-INCH PAINT LINE	LF	759,147.00	\$0.17	\$129,054.99	\$0.14		\$106,280.58	\$0.17	\$129,054.99	\$0.17	\$129,054.99
2	6-INCH PAINTED LINE	LF	227,016.00	\$0.20	\$45,403.20	\$0.21		\$47,673.36	\$0.22	\$49,943.52	\$0.22	\$49,943.52
	SUBTOTAL:				\$174,458.19			\$153,953.94		\$178,998.51		\$178,998.51
				\$1	74,458.19		\$	153,953.94	\$	178,998.51	\$1	78,998.51

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the "Contract") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the "City"), and Specialized Pavement Marking, a limited liability company, organized under the laws of the state of Oregon, located and doing business at 11095 SW Industrial Way Suite A Tualatin, OR 97062 (the "Contractor").

WHEREAS, the City desires re-striping of approximately 986,000 lineal feet of paint markings, white and yellow, throughout city limits ; 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. <u>Scope of Work—the Project</u>.

The Contractor shall perform, carry out, and complete the 2023 Road Re-Striping Project (the "Project") more fully described in **EXHIBIT** A which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor's bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the "Contract Documents").

2. <u>Term of Contract.</u>

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than September 30th, 2023.

3. <u>Commencement of Work.</u>

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.

SMALL PUBLIC WORKS CONTRACT – Page 1 of 14 Form PW5 Rev. 09/2022

- 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. <u>Payment for Project.</u>

a. <u>Total Contract Sum for the Project.</u> The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One hundred fifty-three thousand nine hundred fifty-three dollars and ninety-four cents (\$153,953.94) 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. <u>Statement of Intent to Pay Prevailing Wages</u>. 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. <u>Payments</u>. 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. <u>Withholding for Defective or Unauthorized Work.</u> 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. <u>Final Acceptance</u>. 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. <u>Final Payment: Waiver of Claims</u>. 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. <u>Maintenance and Inspection of Financial Records</u>. 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. <u>Time is of the Essence/Liquidated Damages.</u>

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 most recent edition of the 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 contractor.

6. <u>Changes.</u>

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. <u>Bonding and Retainage.</u>

a. <u>Payment and Performance Bond.</u> 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. <u>Retainage.</u> 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. <u>Termination of Contract.</u>

a. <u>Termination</u>. 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. <u>Payment in the Event of Termination</u>. 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. <u>Contractor's Status as Independent Contractor.</u>

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 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. <u>Prevailing Wages.</u>

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, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

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 <u>RCW 4.24.115</u>, 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. <u>Insurance Term.</u> 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. <u>No Limitation</u>. 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. <u>Minimum Scope of Insurance</u>. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> 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. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

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

g. <u>Contractor's Insurance for Other Losses</u>. 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. <u>Waiver of Subrogation</u>. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. <u>Acceptability of Insurers.</u> Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

j. <u>Verification of Coverage.</u> The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. <u>Subcontractors.</u> 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. <u>Notice of Cancellation.</u> 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. <u>Failure to Maintain Insurance</u>. 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. <u>Permits</u>. 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. <u>Work Ethic</u>. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. <u>Safety</u>. 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. <u>Warranty and Correction of Defects</u>. 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. <u>Compliance with Laws</u>. 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. <u>Nondiscrimination</u>. 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. <u>City Ownership of Work Products.</u>

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Jake Wetzel, and shall be administered for the Contractor by the Contractor's Contract Representative, Mark Price. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City:	Jake Wetzel, Street Divison Supervisor City of Marysville 80 Columbia Avenue Marysville, WA 98270
To Contractor:	Mark Price, President Specialized Pavement Marking, LLC 11095 SW Industrial Way Suite A Tualatin, OR 97062

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. <u>Non-Waiver.</u>

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. <u>Survival.</u>

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. <u>Third Parties.</u>

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. <u>Governing Law.</u>

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

24. <u>Venue.</u>

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

25. <u>Attorney Fees.</u>

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. <u>Counterparts.</u>

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 <u>11th</u> day of <u>April</u>, 20<u>23</u>.

Specialized Pavement Marking, LLC (CONTRACTOR)

By:	h	_
	Mark Price	(Name)

Its: President (Title)

Attested/Authenticated:

, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

SMALL PUBLIC WORKS CONTRACT – Page 13 of 14 Form PW5 Rev. 09/2022 **EXHIBIT A** Scope of Work and Contract Documents

SMALL PUBLIC WORKS CONTRACT – Page 14 of 14 Form PW5 Rev. 09/2022



SMALL PUBLIC WORKS INVITATION TO BID 2023 Road Re-Striping

Bid Date Requested: March 23, 2023

Bid Due Date: No later than Friday, April 7, 2023, 12:00 PM

Contact: Jake Wetzel, Street Supervisor by phone at (360) 363-8260 and by email at Jwetzel@marysvillewa.gov

Submission of Proposal: Bidders are required to return bids no later than **12:00 PM** on the Bid Due Date. Proposals may be submitted in person, by U.S. Mail, or email to: City of Marysville, Public Works Department, 80 Columbia Avenue, Marysville, WA 98270, email Jwetzel@marysvillewa.gov.

Project Description: The contract involves the re-striping of paint lines including, but not limited to, centerlines, edge lines, bike lanes, gore lines, C-curbing, and skip lines, on various roads throughout the city limits of Marysville, WA. Estimated quantities are 759,000' 4" line and 227,000' 6" line.

Project Timeline: Work to commence no earlier than July 1st, 2023 and be substantially completed no later than September 30th, 2023.

Eligibility: To be eligible to bid on this Small Works Project, Contractor must be a current member of the MRSC Shared Public Work Roster <u>http://mrscrosters.org./</u>

INVITATION TO BID E-MAILED: March 23, 2023 - MRSC Small Works Roster - Service Category:

• Pavement Markings

Specifications: The work must meet the following specifications and requirements:

• All materials must meet WSDOT standards for water based paint and glass beads

Onsite installation typically will be performed Monday through Friday between the hours of **7:00 AM** and **5:00 PM**, excluding City-recognized Holidays. Upon prior approval from the City, the contractor may request to work nights, evenings and/or weekends. The Contractor must provide qualified staff familiar with pavement striping.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

Interpretation of Contract Documents: No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents; and any oral communication is not binding upon the City of Marysville. Requests for an interpretation or questions in regard to this project must be directed via email to Jake Wetzel, Street Supervisor at Jwetzel@marysvillewa.gov. Bidders shall submit questions no later than Thursday, March 30, 2020, 5:00 PM.

Bid Opening: A formal bid opening will not be held. Upon selection of contractor, a summary of all bids received for this project will be emailed to each bidder on **April 11, 2023**. The successful bidder will have an official Notice of Award sent via mail.

Bidder Responsibility Criteria: It is the intent of the City of Marysville to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible criteria. The bidders must be registered contractors at time of bid, have a current UBI number, have industrial insurance coverage as verified by WA L&I, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. Successful bidder must have or shall obtain a City of Marysville business license prior to contract execution. Bidder shall register or maintain registration on the City's MRSC Small Works Roster in the appropriate category prior to award.

Signature: The attached Certificate of Bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnerships must be signed by one of the managing partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.

Conflicts of Interest: Proposals must be prepared without the assistance of any officer or other person employed or connected in any manner with the City of Marysville.

Anti-Discrimination Certification: The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no matter discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Non-Collusion Affidavit: That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non Collusion Affidavit.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person,

firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after the award of a contract.

Examination of Site & Contract Documents: The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Provisions, work site(s), statutes, regulations, ordinances, or resolutions.

Withdrawal of Bids: Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid submittal deadline.

Bid Deposit: A Bid Deposit is not required.

Performance & Payment Bonds: 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.

Insurance: The Contactor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage. Said policy shall name the City of Marysville as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy exempt upon thirty (30) days prior written notice to the City of Marysville. The Contractor shall procure and maintain automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles.

Prevailing Wage: State prevailing wage rates per Washington State Department of Labor and Industries are required. It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification. For current rates in Snohomish County use the following link: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx and use the bid close date as the effective date.

Non-Responsive Bids: Any documents supplementing or deviating from the expressed requirements of the Invitation to Bid and the other Bid Documents may result in the rejection of Bid as non-responsive.

Bid Errors: A Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original worksheets used in preparation of the Bid, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Bid.

The affidavit and worksheets must be received by the City before 5:00 PM on the next business day following the day of the Bid opening or the claim of error will not be considered. The City will review the certified worksheets to determine the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relived of responsibility, and the Bid Deposit of the Bidder claim error will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or an award made to the next lowest responsive, responsible Bidder.

A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

Bid Protest: Any Bidder may file a written protest against award of the contract to the lowest bidder within two full business days of bid opening. A protest submittal shall be delivered to the City of Marysville, City Clerk, 1049 State Avenue, Marysville, WA 98270, with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder's contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five (5) days of mailing the notice or tow (2) business days of actual receipt by electronic facsimile or personal deliver.

No contract shall be executed earlier than (2) business days (excluding holidays and weekends) from the date a written protest is received.

Award of Contract: The City of Marysville expressly reserves the right, without any liability on our part, to accept a proposal of the bidder submitting the lowest responsible bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City is served thereby. The awarded Bidder (Contractor) must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

Notice to Proceed: The Awarded Contractor shall not commence work until a Notice to Proceed has been issued by the City. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies response for funding any portion of the Project.

Payment: 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 Contract within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage.

Retainage: The City shall withhold retainage in the amount of five (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 executed of the Contract.



CERTIFICATION OF BID

IN WITNESS hereto, the undersigned bidder:

- (a) Agrees to the conditions of this bid;
- (b) Certifies that this bid has not been restricted, modified or conditioned;
- (c) Acknowledges receipt of addenda <u>None.</u> to _____;
- (d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- (e) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- (f) Declares, accepts and understands the requirements of the Contract Documents;
- (g) Has reviewed the insurance provisions of the Contract Documents and certifies that coverage will be provided as required; and
- (h) Understands and agrees as to the completion time and liquidated damages as above, and
- (i) With the full authority of the firm submitting this bid has signed below this 4th day of April , 2023

Signature of bidder

Mark Price

Printed Name

President

Title

Specialized Pavement Marking, LLC

Company Name

Address at which to direct correspondence: Specialized Pavement Marking, LLC <u>11095 SW Industrial Way</u> City <u>Tualatin</u> State: <u>OR</u> Zip: <u>97062</u> Phone: <u>503-885-0420</u> Fax: <u>503-582-8629</u> Email: <u>candice.tavernier@spmnw.com</u> License No.: <u>SPECIPM781B9</u>



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986163

TOTAL PAINT LINES (FT)



PROPOSAL

ATTENTION: JAKE WETZEL

PROJECT: 23-0162- 2023 CITY OF MARYSVILLE ROAD STRIPE

BID DATE: 4/7/2023

ITEM #	DESCRIPTION	PLAN U	UNIT	τ	JNIT BID		TOTAL
1 2	PAINT LINE PAINTED WIDE LINE	759147.00 227016.00	LF LF	\$ \$ \$	0.14 0.21	\$ \$ \$	106,280.58 47,673.36

ESTIMATED QUANTITIES

TOTAL

153,953.94

\$

PLEASE NOTIFY US RIGHT AWAY IF WE GOT THIS JOB SO WE CAN PROCESS AND CREATE A FILE

Specialized Pavement Marking, LLC proposes to furnish all labor, equipment and materials necessary to complete referenced project Quote good for 30 days from above date, after which time a price adjustment may be necessary.

FOR QUESTIONS REGARDING THIS QUOTE, PLEASE CONTACT MIKE SUSNER-253-299-1200 Sus.Susner@spmnw.com THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT WITH YOUR COMPANY.

SINCERELY

MIKE "SUS" SUSNER ESTIMATOR

AGENDA ITEM NO. 4.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023
SUBMITTED BY:	Parks Director Tara Mizell, Parks, Recreation & Culture
ITEM TYPE:	Special Event Permit
AGENDA SECTION:	New Business
SUBJECT:	Strawberry Festival Master Permit Proposal
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to approve the 2023 Strawberry Festival Permit Proposal.
SUMMARY:	Maryfest Inc. has submitted their 2023 Strawberry Festival Proposal for consideration by the City Council. The 2023 proposal includes multiple events to be offered for the community beginning Saturday, June 10 and continuing through Sunday, June 18th. Maryfest currently has a four year agreement with the city to run the festival. As per MMC 5.48.050 to exercise this option the festival sponsor, each year, shall submit a new festival proposal for approval by the City Council and shall pay a new festival permit fee. Staff have met with Maryfest officials to discuss the proposal in its entirety and supports the 2023 proposal.

ATTACHMENTS:

2023 Strawberry Festival Permit Proposal Editable (002).docx



2023 Strawberry Festival Permit Proposal

Prepared for: City of Marysville Prepared by: Maryfest, Inc.

We are very excited to be working with and promoting the City of Marysville and North Snohomish County.



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SPONSORING ORGANIZATION INFORMATION

Applicant / Sponsoring Agency

Sponsoring Agency:	Maryfest Incorporated
Business Mailing Address:	PO Box 855,
	Marysville, WA, 98270
Business Physical Address:	5019 Grove St., Unit #103
	Marysville, WA, 98270
Business Telephone:	360-659-7664
Business Fax:	360-651-9854
Website:	www.maryfest.org
Tax Identification #:	23-7432611

Sponsoring Agency Officials of Record:

Name:	Gail Frost	Title: President
Telephone:	Cell: 206-777-5282	Work: 360-659-7664
Name:	Tom King	Title: Vice President
Telephone:	Cell: 425-238-0994	Work: 360-659-7664
Name:	Sean Siefert	Title: Secretary
Telephone:	Cell: 503-580-5911	Work: 360-659-7664
Name:	Karen Hammontree	Title: Treasurer



ORGANIZATION

History:

Strawberry Festival has been a Marysville tradition since 1932. In 1974, Maryfest, Inc., the managing

corporation for the Marysville Strawberry Festival, was formed.

Mission Statement:

Marysville Strawberry Festival provides a large summer festival every June, which provides scholarship opportunities for area students, supports community non-profits, and acts as a professional good-will ambassador for the greater Marysville community and Washington state.

Legal Structure:

Maryfest, Inc. is a 501(c) 3 nonprofit organization as identified by the US Internal Revenue Service. Management of the Corporation is vested in the seven (7) Board of Directors. The Executive Officers and Board include the President, Vice President, Secretary, Treasurer, and Board Members. The Strawberry Festival is supported by Event Directors and Committee Members that are all non-paid volunteers residing in the City of Marysville and surrounding areas.

Membership and Funding:

Membership of Maryfest, Inc., shall be individuals, partnerships, corporations, associations and firms of every type and description interested in promoting the community of Marysville. Membership fees are established and approved by the Board of Directors.

The Marysville Strawberry Festival is made possible through financial support received through corporate sponsorships, individual or corporate donations and federal, county and community grant programs.

INSURANCE / ADVERTISING



Insurance:

General Insurance coverage for Maryfest, Inc. and for all Strawberry Festival approved events are provided through Capital Specialty Insurance Corporation, Middleton, WI, an "A"-rated company and Great American Insurance Group, Cincinnati, OH, also an "A"-rated company.

The local insurance agent for Maryfest, Inc.:

Marysville-Anderson Insurance Agency

13805 Smokey Point Blvd, Suite 105

Marysville, WA, 98271

360-653-0900

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$1 million per occurrence and \$2 million aggregated per event during the Strawberry Festival for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four (24) hours following the completion of the festival event, including activities associated with the post Festival activities required to complete all events. Additionally, a Certificate of Insurance is required for all motorized units/vehicles, equestrian units, and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc., and their employees and volunteers named as additional insured.

Our current policy covers Maryfest, Inc., from January 25th 2022 (1/25/2022), through January 25, 2023 (1/25/2023). A copy of coverage is attached to this application for the City of Marysville records.

Advertising:

Advertising for the promotion of the annual festival includes radio and Television promotions with local CBS affiliate KIRO TV (Ch 7). For the 2023 Strawberry Festival, Maryfest is allowing the Everett Herald to produce a Festival Program Guide, thus allowing for a larger distribution of festival content and business ad opportunities. Promotional ads will be placed in the Everett Herald, and various Sound Publishing newspapers throughout Puget Sound. Even Posters and rack cards will be locally printed and distributed throughout the north county communities and businesses. The Marysville Strawberry Festival Float trailer has been wrapped, and services as a traveling billboard throughout Washington, Oregon, and Canada as we attend our parades. Investments in the usage of social media platforms (Facebook, Twitter, Instagram, etc.) will be quadrupled to reach a large demographic that utilizes social media as a means of communication.

OPERATIONS

Bleachers:

Maryfest, Inc., owns remote controlled hydraulic bleachers. The bleachers are 45 feet long, portable, and take 30 minutes to set up and take down. The bleachers will be used at the Grand Parade (placement location- East side of 6th [in road] & State Ave., and at any other event where they are needed.

Portable Restroom Placement:

Portable Restrooms are provided by **DTG Recycle**, 425-549-3000.

<u>SATURDAY</u> June 17th, 2023, a total of seventeen (17) **<u>STANDARD RESTROOM UNITS</u>** will be placed in the following locations:

2 on 78th, corner of alley on East side, under billboard

2 on 76th Street, at Key Bank, across from the Grand Buffett on sidewalk

2 across the street from O'Reilly's Auto Parts on East side of State Ave

1 on Grove Street, next to Lady Bug coffee stand, NE corner, on sidewalk

1 at the Buzz Inn, in front of sign saying, "Nightly specials", SW corner on sidewalk

2 at corner of 10th SE corner, Union Bank sidewalk

2 at Community Center, SE near sign saying "Community Center"

4 at Totem Middle School- AWAY from the Rose Garden, close to 7th, NE sidewalk

1 on 5th Street corner, NE Sidewalk

THURSDAY June 15th, 2023 early morning delivered to Asbery Field, for the Market

8 Standard Restroom units

1 ADA Compliant unit

5 free-standing Sinks

1 Holding tank

THURSDAY June 15th, 2023, one each delivered to 3rd Street and Columbia for Trike Race and Car show.

2 Standard Restroom units

OPERATIONS, Continued



Risk Management Plans:

Maryfest, Inc. is currently working with the City of Marysville to develop and update all disaster preparedness plans for the 2023 Strawberry Festival. All evacuation and disaster plans will be approved and in place prior to June 1st, 2023.

In our updated plan, all events will have new radio communication procedures regarding emergency response and actions.

Risk Assessment Manager:

Gail Frost

Cell: 206-777-5282

Assistant Risk Manager:

Diana Rose

Cell: 425-330-1048

Evacuation Plans:

MARKET IN THE PARK Safety and Evacuation Plan:

- 1. Three (3) of four (4) gates are always open during market hours.
 - a. In case of Emergency and/or evacuation, Gate#4 (located at back of field on Quinn, SE corner) will be opened immediately.
- 2. In the event of a fire emergency the Market Crew will terminate all electrical power at main box located at North end of field if necessary.
- Market Committee has a Certified Red Cross First Responder on site during operational hours.
 a. If emergency requires 911 will be notified as soon as possible.
- 4. Two (2) fire extinguishers are located at the Market Office (NW corner of field), in the motor home at main gate on Alder.
- 5. In case of severe lightning or weather related event, Market shall be evacuated in an orderly manner, once field is evacuated, all gates will be closed and no one will be allowed in to field until weather permits and the all clear is given by Market Crew.
- 6. Please see attached map given to each vendor in welcome packet for emergency exits (See map appendix G).

<u>**In the event of any emergency situation, market staff will notify Emergency First Responders by dialing 911.</u>

Parade Route Safety features and Evacuation Plan:

Special venue safety requirements and Evacuation Plans:

Carnival Site Safety Requirements and Evacuation Plan:

**Funtastic Carnivals Inc., is responsible for the confirmation and approval of emergency plans.

OPERATIONS, Continued



Crowd Managers

We will have crowd managers at all events.. Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the events. Outdoor events with fewer than 1,000 persons in attendance shall not require crowd managers. Training for crowd managers shall be approved by Marysville Fire. Crowd managers will do the following:

- 1. Conduct an inspection of the area of responsibility and identify and address any egress barriers.
- 2. Conduct an inspection of the area of responsibility to identify and mitigate any fire hazards.
- 3. Verify compliance with all permit conditions, including those governing pyrotechnics and other special effects.
- 4. Direct and assist the event attendees in evacuation during an emergency.
- 5. Assist emergency response personnel where requested.
- 6. Other duties required by the fire code official.
- 7. Other duties as specified in the fire safety plan.

2023 Traveling Float Schedule:

Parades, 2023:

Wenatchee Apple Blossom	May 6 th
Hyack-New Westminster, BC	May 27 th
Portland Starlight	June 3 rd
Marysville Grand Parade	June 17 th
Olympia Capital Lakefair	July 15 th
Seattle SeaFair Torchlight	July 29 th
Penticton, BC	August 12 th
Leavenworth Autumn Leaf	September 23rd
Merrysville for the Holidays	December 2 nd



EVENTS

Events by Day, 2023:

Saturday- June 10th

8:00 a.m. to 5:00 p.m.	Golf Tournament- Cedarcrest Golf Course	
Saturday, June 10 th & Sunday, June 11 th		
9:00 a.m. to 5:00 p.m.	Pickleball Tournament- Jennings Park	
Tuesday, June 13th		
12:00 noon to 2:00 p.m.	April Friesner royalty Scholarship Fund Luncheon	
	Marysville Opera House, 1225 3rd Street, Marysville	
Thursday, June 15th		
6:00 p.m. to 8:00 p.m.	Trike Race on 3 rd Street	
4:00 p.m. to 10:00 p.m.	Carnival- Marysville Middle School-athletic Field	

Friday, June 16th

4:00 p.m. to 10:00 p.m.	Carnival- Marysville Middle School-athletic Field
1:00 p.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field

Saturday, June 17th

10:00 a.m. to 4:00 p.m.	Beanbag/Cornhole Tournament-Behind 5 Rights Brewery, 3rd Street
12 noon to 11:00 p.m.	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field
9:30 a.m. to 10:00 a.m.	Rose-Planting Ceremony- Totem Middle School- on State
11:30 a.m. to 12:30 p.m.	Strawberry Shortcake Eating Contest- Asbery Field
5:00 p.m. to 9:00 p.m.	GRAND PARADE-Down State Ave from 76th Street to Delta

Sunday, June 18th

9:00 a.m. to 4:00 p.m.	Car show- 3 rd Street
1:00 p.m. 'til Fun Ends!	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 5:00 p.m.	Market- Totem Middle School- Asbery Field

***Carnival hours are weather permitting and dependent upon school hours, if necessary.

EVENT CONTACT INFORMATION



Marysville Tulalip Chamber of Commerce Golf Tournament

Date: Saturday, June 10th, 2023

Time: 8:00 a.m.-5:00 p.m.

Location: Cedarcrest Golf Course, 6810 84th St. NE, Marysville, WA, 98270

Contact: Gail Frost 206-777-5282

Pickleball tournament

Date: Saturday, June 10th & 11th, 2023

Time: 9:00 a.m.-5:00 p.m.

Location: Jennings Park

Contact: Randy Gritton 425-239-9651

April Friesner Scholarship Fund royalty Luncheon & Fashion Show

Date: Tuesday, June 13th, 2023

Time: 12 noon to 2:00 p.m.

Location: Marysville Opera House, 1225 3rd Street, Marysville, WA, 981270

Contact: Jess Thompson 425-5015051

Trike Race

Date: Thursday, June 15th, 2023

Time: 6:00 p.m. to 9:00 p.m.

Location: 3rd Street between State and Third Street Books

Contact: Sean Siefert 503-580-5911

Funtastic Carnival

Dates: Thursday, June 16th - Sunday, June 18th, 2023

Time: TBD***Dependent upon School hours and weather

Location: Marysville Middle School

Contact: Funtastic Rob Rue 503-761-0989 or 503-519-8388

Local Contact: Gail Frost 206-777-5282

Market in the Park

Dates: Friday, June 16th- Sunday, June 18th, 2023

Times: Friday: 2:00 p.m. to 9:00 p.m.

Saturday: 10:00 a.m. to 9:00 p.m.

Sunday: 10:00 a.m. to 5:00 p.m.

Location: Totem Middle School-Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

EVENT CONTACT INFORMATION, Continued



Strawberry Shortcake Eating Contest

Date: Saturday, June 17th

Time: 11:30 a.m. to 12:30 p.m.

Location: Totem Middle School-Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

CP Wrestling

Date: Saturday, June 17th

Time: 1:00 p.m. and 4:00 p.m. showa

Location: Totem Middle School-Asbery Field

Contact: Doug Buell 425-308-2716

Rose-Planting Ceremony

Date: Saturday, June 17th

Time: 9:30 a.m. to 10:00 a.m.

Location: Totem Middle School along State Ave.

Contact: Gail Frost 206-777-5282

GRAND PARADE

Date: Saturday, June 17th

Time: 5:00 p.m. to 9:00 p.m.

Location: Stave Avenue from 76th to Delta

Contact: Sean Siefert 503-580-5911

Gail Frost 206-777-5282

VIP Transportation

Dates: Friday, June 16th to Saturday, June 17th

Time: 5:30 p.m. to 10:00 p.m.

Location: State Avenue

Contact: Jay Kint 425-346-5064

Car Show

Date: Sunday, June 18th

Time: 9:00 a.m. to 4:00 p.m.

Location: 3rd Street

Contact: Mikki Berkholder 425-238-8586

Beanbag/Cornhole Toss Tournament

Date: Saturday, June 17th

Time: 10:00 a.m. to 4:00 p.m.

Location: Alley behind 5 Rights Brewery on 3rd Street

Contact: Steve Smith 425-814-6034



REQUESTS FOR CITY HELP

Street Closures, 2023 ***TBD

"NO PARKING AFTER 1:00 PM SATURDAY, JUNE 17th" Signs posted with barricades on 5th and Delta

"NO PARKING AFTER 1:00 PM THURSDAY, JUNE 15th" Signs posted with Barricades on 3rd and Alder St for Trike Race

"NO PARKING AFTER 6 AM SUNDAY, JUNE 18th" Signs posted with Barricades on 3rd and Alder and between 2nd Street and 4th Street for Car Show

Saturday, June 17th

4:00 p.m.	Rolling Close to start on 80 th & State	
	Going South on State Avenue from 80^{th} & Grove and Grove to 5^{th}	
	76 th St from State Ave to 43 rd	
	6 th Street to 10 th from State Avenue to Columbia	
	6 th Street to 9 th from State Avenue to Delta	
4:00 p.m.	Alder (43 rd) Street from Grove to 76 th	

4:15 p.m.	Grove Street from Cedar to 47 th
4:30 p.m.	5 th Street from Cedar to 47 th

**Streets should be closed to all traffic with the exception of emergency vehicles and Festival officials. Special passes will be posted on all Festival vehicles. Copy of Street Closures attached (Appendix E). Sean Siefert 503-580-5911, Grand Parade Co-Chair with Gail Frost 206-777-5282.

Sunday, June 18th

6:00 a.m.	Close Third Street
4:00 -6:00 p.m.	Reopen Third Street



Street Department Assistance, 2023:

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closure signs (please see previous page). Maryfest, Inc., has already provided required signage to the City of Marysville, Public Works Department. Public Works is currently in the possession of signage for posting. If replacement/repair of signage is required, please contact Gail Frost at 206-777-5282.

May 5th, prior to Festival, until Monday, June 19th

ALL FESTIVAL BANNERS TO BE HUNG UP

Wednesday, June 14th

MARKET: Barricade placed at back gate of Asbery Field on Quinn.

Thursday, June 15th

4:30 p.m. to 8:00 p.m.

MARKET: Please drop off four (4) handicapped parking signs by 9:00 a.m.

Saturday, June 17th

2:00 p.m. to End of event

GRAND PARADE: Please see street closures (Appendix E) to determine how many barricades are needed.



Public Works Assistance, 2023:

Sanitation Department

Thursday, June 15th- Sunday, June 18th

Dumpsters for MARKET

4 dumpsters placed on corner of 7th & Alder next to fence

**Service is requested once per day in AM on all dumpsters

Recycle Containers for Market

20 Recycle Containers

Saturday, June 17th

GRAND PARADE:

Trash & Recycle containers is 1 block intervals on State Ave from 76th to 5th Street Trash & Recycle containers in 1 block intervals on 5th Street from State Ave. to Delta St.



Police Assistance, 2023:

Friday, June 16th

Market: 2:00 p.m. to 9:00 p.m.

Occasional walk through to monitor Asbery Field

Saturday, June 17th

Grand Parade: 2:00 p.m. to End of Event

Assistance with crowd control and street closures

*Seafair Marshalls will assist in crowd control

Market: 10:00 a.m. to 9:00 p.m.

Occasional walk through to monitor Asbery Field

Market Security:

Private security will provide after hours patrols. Security Firm contact will be given to the Marysville Police Department.

Dates and times contract security is provided:

Thursday, June 15th,

Friday, June 16th,

Saturday, June 17th

***Hours for all three (3) nights: 9:00 p.m. to 6:00 a.m.

Carnival:

Carnival Manager will contact Marysville Police Department for any security needs. <u>Maryfest, Inc., is NOT responsible for Carnival security.</u>



Fire Department Assistance, 2023:

Saturday, June 17th

2:00 p.m. to 3:00 p.m.

Grand Parade:

Fire Marshall requested at Marysville School District Administrative Offices for Float Inspections.

MARKET:

All food vendors and mobile food vendors will be required to have a fire inspection prior to Opening. They can contact the fire inspection line at 360-363-8525 to have the inspection Scheduled prior to the event. If any mobile food vendor has a current inspection from the Regional Fire Marshalls and Mobile Food Inspection Program, it will need to be displayed for the inspector.

Any Questions may be directed to the Fire Department by emailing: <u>mfinspectors@marysville.wa.gov</u>.

Or by calling the inspection line at 360-363-8525.



PARKS AND RECREATION DEPARMENT

Parks and Recreation Assistance, 2023

Wednesday, June 14th

Market: Usage from 8:00 a.m. Thursday, June 15th, to Sunday, June 18th

10 to 12 picnic tables to be used in Food Court

Electrical cord crossing guards

11 Electrical "spider" distribution boxes

City Hall Emergency Management:

Festival Risk-Assessment Management will coordinate with City Official, Sarah Lavelle, the use of the communication radios owned by the City. Usage will be from Wednesday, June 14th, through Monday, June 19th.







Market Evacuation Map


AGENDA ITEM NO. 5.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023
SUBMITTED BY:	Court Administrator Suzanne Elsner, Court
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Fifth Amendment to Professional Services Agreement between The City of Marysville and PalAmerican Security
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Fifth Amendment to Professional Services Agreement between the City of Marysville and PalAmerican Security.
SUMMARY:	Request to increase the amount paid for entry security services. Money was approved by council in the 2023-2024 budget process to allow for the requested increase.

ATTACHMENTS: FIFTH AMENDMENT MARYSVILLE MUNICIPAL.pdf

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND PALAMERICAN SECURITY FOR SECURITY SERVICES FOR MARYSVILLE MUNICIPAL COURT

THIS AMENDMENT TO AGREEMENT, made and entered into in Snohomish County, Washington, by and between the CITY OF MARYSVILLE, hereinafter called the "City," and PALAMERICAN SECURITY, hereinafter called the "Consultant."

WHEREAS, the parties hereto have previously entered into an Agreement for Security Services for Marysville Municipal Court on July 28, 2008; known as "Agreement"; and amended the Agreement four times; and

WHEREAS, the parties desire to amend Article IV.1 to provide for new monthly rate of **\$5,062.00** per month, to supersede a rate provision in Exhibit A commencing May 1, 2023.

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

- Each and every provision of the Original Agreement for Professional Services dated July, 28 2008 shall remain in full force and effect, except as modified in the following sections:
- <u>ARTICLE IV.1 of the Original Agreement, "OBLIGATIONS OF THE CITY" IV.1 "PAYMENTS",</u> is herby amended to read as follows:

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. There is no set amount of minimum payment owed under this agreement. Consultant shall be paid for actual services rendered. Such payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$5,062.00 per month. This limit shall supersede any limit set out in Exhibit A. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant's current schedule of hourly rates.

- a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.
- b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.
- 3. The undersigned is an Authorized Agent of the parties and has authority to sign on behalf of their respective party and to bind that party to the terms and conditions of the agreement.
- 4. The effective date of this Amendment is May 1, 2023.

PALAMERICAN SECURITY INC.

Per: _____

Signature: _____

Agreed this ______ day of ______, 20__:

CITY OF MARYSVILLE

Per: _____

Signature: _____

AGENDA ITEM NO. 6.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023		
SUBMITTED BY:	CD Director Haylie Miller, Community Development		
ITEM TYPE:	Discussion Item		
AGENDA SECTION:	New Business		
SUBJECT:	Climate Change Vulnerability Assessment - City of Marysville		
SUGGESTED ACTION:	Adopt the Marysville Climate Change and Vulnerability Assessment by Resolution during the May 22, 2023 City Council meeting.		

The City of Marysville was awarded the Washington State Department of Commerce's Climate Program – Early Planning Grant to conduct a Climate Change Vulnerability and Risk Assessment (Exhibit 1). The City selected Cascadia Consulting Group, Inc. to prepare this work.

A presentation related to an overview of the Climate Change Vulnerability and Risk Assessment will be provided by Cascadia Consulting and staff during the May 1, 2023, workshop meeting.

Global climate change presents an ever-increasing threat to the health and well-being of Marysville residents. Extreme weather events like droughts, flooding, and extreme heat pose risks to our health, infrastructure, natural areas, and economy.

The Climate Vulnerability and Risk Assessment will aid the City in preparing for climate-related extreme weather events. This assessment will help us understand the risks to our community and our ability to adapt and withstand those risks, and will guide us in how to address them. The results will inform our work on the Environmental Element for the 2024 Comprehensive Plan Update.

Staff respectfully requests that the City Council review the draft Climate Change Vulnerability and Risk Assessment and to provide feedback and/or questions during the work session. Changes to the report as a result of the discussion will be incorporated into the final Vulnerability and Risk Assessment for consideration and adoption by Resolution on May 22, 2023.

ATTACHMENTS: Exhibit 1 - Climate Vulnerability and Risk Assessment.pdf



Climate Change Vulnerability Assessment

City of Marysville

Prepared by Cascadia Consulting Group, Inc.



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City of Marysville's 2015 Comprehensive Plan – Review of Climate Change-Relevant Policies Error! Bookmark not defined.





1 Executive Summary

1.1 Report Goals and Structure

In recent years, the Puget Sound area has experienced record-breaking high temperatures, more intense periods of wildfire smoke from wildfires across the Pacific Northwest, and wetter winters with stronger storms. This climate vulnerability assessment (CVA), which Cascadia Consulting Group (Cascadia) has developed for the City of Marysville, provides a summary of climate changes within Marysville and their potential effects on Marysville's communities, economy, natural areas, and infrastructure. It also identifies policies for the City to consider incorporating into the 2024 Comprehensive Plan to enhance resilience.

Focus Area	What's Included		
Infrastructure	Energy, water and stormwater, and transportation		
Natural Areas	Watersheds, City parks, and critical areas		
Communities & Neighborhoods	Public health and community services		
Economy	Impacts to labor force, businesses, and overall economic well-being		

This study considers the following focus areas:

Cascadia conducted both a **social vulnerability assessment**, which included the Communities & Neighborhoods and Economy focus areas, and a **physical vulnerability assessment**, which encompasses the Infrastructure and Natural Areas focus areas. For the social vulnerability assessment, we completed two climate vulnerability indices at the US census tract level—one for communities and one for the economy—that enable the City to identify areas and populations more vulnerable to climate impacts. To assess vulnerability of infrastructure and natural areas, we have overlaid maps of critical infrastructure and City parks with maps of climate impacts to identify vulnerable areas and assets; our team also conducted a qualitative review of climate impacts in these focus areas.



1.2 Climate Change Impacts

Marysville has already experienced multiple types of climate change impacts, including increases in winter precipitation, storms, and flooding; rising temperatures and extreme heat; changing streamflows that affect natural habitat; increasing sea levels that exacerbate flooding and affect nearshore habitat; and more frequent and prolonged wildfire-related smoke days. Each of these impacts is likely to have direct and cascading effects on Marysville's communities, infrastructure systems, and economy.

INCREASING WINTER STORMS, AND FLOODING

Precipitation will shift seasonally, with summer rainfall declining by 8.7% and winter precipitation increasing by 8.7% by 2050, under an RCP 8.5 scenario. In addition, rain events have already become heavier and will continue to do so; winter atmospheric rivers are projected to increase and become more severe [1]. With these changes in precipitation, Marysville is likely to experience increased flooding, especially in winter. In addition, this precipitation and flooding will likely cause more landslides in steep areas as slopes become saturated with water and lose stability.

HIGHER TEMPERATURES AND EXTREME HEAT

Snohomish County's average annual temperature rose 4.06° F from 1895 to 2020 [2]. Summer maximum temperatures are projected to continue to increase and heat waves are projected to lengthen and intensify. Since 1999, heat stress has claimed more lives than other climate phenomenons, such as tornadoes, floods, and hurricanes, and will become more prevalent as warmer trends continue [3].

CHANGING STREAMFLOWS

Major rivers, including the Snohomish, Sauk, and Quilceda will have increased flow rates due to slightly increased precipitation. However, streamflow timing will shift; only winter streamflows will increase and will likely lead to increased frequency and intensity of winter flooding, while spring and summer streamflows will decrease, putting stream and river habitats at risk [4].

RISING SEA LEVELS

Sea levels around Marysville are projected to rise over the next several decades. By 2050, sea levels could rise 1.4 feet on average [5]. By 2080, sea level could rise 3.3 feet. Taking storm surges into account, Marysville could see water levels rise from the current average by 4.4 feet by 2050 and 6.3 feet by 2080 [6], which will have major impacts on shoreline ecosystems, transit routes, and other critical facilities in Marysville.



MORE FREQUENT AND INTENSE WILDFIRES AND SMOKE EVENTS

As temperatures rise and water availability shifts in the Marysville area, the risk and extent of wildfire damage and periods of smoke from regional fires are increasing, with impacts to the environment and the Marysville community. Buildings located in the wildland-urban interface or intermix (WUI) are especially at risk of fire damage. Most of Marysville and the surrounding area is considered to be WUI [7]. Wildfires cause episodes of regional smoke and poor air quality, bringing public health risks and economic costs with it [4].

1.3 Key Findings

Social Vulnerability Assessment

SOME AREAS AND COMMUNITIES ARE MORE VULNERABLE TO CLIMATE CHANGE

Some communities in Marysville are more vulnerable to the effects of climate change than others. The northeastern and central census tracts of Marysville are at a heightened level of vulnerability due to:

- Higher rates of asthma and elevated air quality related mortality rates. Wildfire smoke will become more frequent as wildfire seasons last longer, exposing populations to higher levels of pollution for longer periods of time and exacerbating respiratory illnesses, including asthma.
- Food access and security in their community. Having easy and reliable access to food is important to preparing and enduring climate-related hazards. Many residents in Marysville live far from grocery stores and other food options.
- Less tree canopy coverage and fewer open spaces to moderate the effects of extreme heat. Hotter temperatures can lead to uneven health impacts, especially among some groups that have higher sensitivity, such as groups with pre-existing health conditions and the elderly. The City should prioritize making parks more accessible and improving tree canopy coverage in underserved communities to provide shade for relief during hot days.

Communities in the south of Marysville are more exposed to flooding impacts. Their homes and resources will experience more frequent and intense flooding because of their location in the 100- and 500-year floodplains.



SEA LEVEL RISE, FLOODING, AND EXTREME HEAT WILL CREATE SHORT- AND LONG-TERM DISRUPTIONS TO BUSINESSES AND THE WORKFORCE

Disruptions to Marysville's local economy will affect workers unevenly.

Businesses located in the 100-and 500-year floodplain are the most vulnerable to floodrelated damages, which will likely result in increasing insurance costs, supply chain disruptions, impacts to business operations, and potential loss of business and/or employment.

Certain occupations have a greater risk of exposure to climate change impacts. With a third of the Marysville's workforce in climate-exposed occupations—which

include jobs such as construction, farming, emergency response, commercial fishing, and other outdoor jobs—the City will like experience reduced labor hours that will result in lost wages due to extreme heat.

Residents that are unemployed, elderly, low income, and/or disabled will likely have a lower adaptative capacity to recover from financial impacts from climate change. Small businesses, which make up 80% of the businesses in Marysville, will also be less able to adapt to climate impacts and cope with extreme weather events than larger businesses.

Physical Vulnerability Assessment

SEA LEVEL RISE THREATENS THE SHORELINE

Ebey Slough, wetlands, and other shoreline areas that support habitat for a diversity of wildlife will face increased risk of inundation and erosion. The City is currently working to reduce climate risks to its shoreline by increasing the height of its levee to account for 2030 sea level rise projections, investing in flood mitigation projects, and restoring shoreline ecosystems.

WARMING TEMPERATURES AND SHFITING PRECIPITATION PATTERNS POSE RISKS TO SALMON AND URBAN FORESTS

Salmon mortality is likely to occur due to warmer stream temperatures, lower streamflows, and flooding. Warmer stream temperatures and inadequate streamflow threaten salmon migration and reproduction. More frequent and intense rainfall in winter increases the risk of flooding, which can scour salmon nests and eggs from streambeds. By partnering with local and regional partners to protect and restore streamflow and water quality, Marysville is creating environmental buffers that will facilitate salmon populations in adapting to climate change.

Increasing summer temperatures and more extreme rainfall patterns will stress Marysville's urban forests. Warmer temperatures will expose them to greater risk of insect and disease outbreaks. Flooding, erosion, and landslides will also contribute to



greater tree mortality. Trees located in the floodplain, along the shoreline, and near landslide hazard areas are at increased risk during extreme weather events.

SEA LEVEL RISE AND INCREASED FLOODING PUT WATER AND TRANSPORTATION INFRASTRUCTURE AT RISK

Marysville's Wastewater Treatment Plant, which is located near the 100-year floodplain, will likely experience more frequent flooding, leading to intrusion and water quality impacts for the City and surrounding areas. Water facilities located further inland will have a lower risk to sea level rise and flooding impacts.

Increased sea level rise and flooding will pose a risk to the City's overall stormwater conveyance infrastructure and sewer facilities. The City's sewer facilities (e.g., lift stations) located directly in the floodplain and along the shoreline are projected to be inundated.

Marysville's public transportation systems and roads are at risk of flooding. Many of Marysville's public transportation routes and stops are in 100- and 500-year flood zones; with more intense storms and more winter rain overall, flooding in those areas is likely to occur more frequently. Key transit lines through downtown Marysville will flood more often, along with I-5.

HOTTER SUMMERS WILL INCREASE ENERGY DEMAND FOR COOLING, PUTTING STRAIN ON ENERGY SYSTEMS

More frequent and intense heat events during the summer will strain electricity systems and significantly increase demand for energy for air conditioning, which can lead to brownouts and power outages. Residents with low income are more likely to occupy housing with poor insulation and limited weatherproofing and be overburdened by higher energy bills. More frequent and intense floods, as well as more intense winter storms, can damage powerlines and utility poles; energy infrastructure in low-lying areas is especially at risk.

Most of Marysville's electricity supply comes from hydropower, which will be impacted by climate change. Earlier snowmelt and more frequent high- and low-runoff events will affect the future reliability of hydropower, and extreme rainfall can lead to overtopping and dam failure. The City's current energy portfolio may therefore be insufficient to meet its future energy demand.

FLOODING AND EROSION WILL THREATEN THE STRUCTURAL INTEGRITY OF THE OLYMPIC PIPELINE

Sections of the BP Olympic Pipeline, which passes through Marysville, lie in the **100-year and 500-year floodplain.** Floodwaters will accelerate corrosion of the pipeline and shut-off values, and erosion and landslides can damage the pipeline, cause leaks, and disrupt energy supply to Marysville residents and beyond.



1.4 Recommended Policies

One key goal of this CVA is to inform the development of Marysville's 2024 Comprehensive Plan Update to include climate change preparedness policies. Cascadia's review of Marysville's 2015 Comprehensive Plan revealed many policies related to climate adaptation already in place—such as policies to protect and restore urban tree canopy and green spaces.

We recommend keeping those current policies (indicated in Appendix Z), as well as adding policies based on the results of this CVA, our knowledge of best practices among peer cities in the Puget Sound region, and guidance from the Washington Department of Commerce.

We recommend three types of policies: adaptation policies, community-focused policies, and overarching policies (see Table 1). See <u>**Recommended Adaptation Policies**</u> for the full list of recommended policies.

	Adaptation Policies	Community-focused Policies	Overarching Policies
Goal	Support the City in adapting to climate change impacts and promoting climate resilience.	Ensure that vulnerable communities can cope with climate impacts and thrive throughout.	Integrate climate considerations into City decision-making.
Policy categories	 Overarching adaptation Public health & emergency preparedness Energy storage & grid resiliency Extreme heat Wildfire smoke Critical infrastructure & utilities resiliency Ecosystem health Tree, open space, & canopy protection Sea level rise 	 Vulnerable communities Community engagement Reducing displacement Air quality Green, affordable housing Food access & food security Green jobs 	 Climate lens in decision-making Align funding with climate goals

Table 1. Summary of recommended policies



2 Introduction

2.1 Purpose, Scope, and Context

This Climate Vulnerability Assessment (CVA) provides an analysis of the City of Marysville's climate change risks (the social, economic, health, and physical impacts that are associated with climate change) and its adaptive capacity (actions the City is doing to cope with and adapt in response to the impacts of climate change).

This CVA is funded by a Washington Department of Commerce Early Climate Planning Grant. Its purpose is to prepare the City of Marysville to build climate resiliency into the City's Comprehensive Plan. As such, the goals are to:

- Document and estimate the magnitude of future climate change impacts.
- Assess the climate risk and adaptive capacity of various focus areas to understand how communities and systems across the city will respond to future climate change impacts.
- Recommend climate resilience policies for inclusion into the City's 2024 Comprehensive Plan update.

This CVA focuses on four sectors and their respective subsectors, which were identified and vetted by City staff as priority areas for the City. The sectors are Infrastructure, Natural Systems, Business and Economy, and Communities and Neighborhoods, as described in the table below (Table 2).

VA Focus Area	What's Included		
Infrastructure	Energy, water and stormwater, and transportation		
Natural Areas	Watersheds, City parks, and critical areas		
Communities & Neighborhoods	Public health and community services		
Economy	Impacts to labor force, businesses, and overall economic well-being		

Table 2. CVA focus areas

For each subsector, we have conducted an analysis of vulnerable City assets and community groups and how they will be affected by current and future climate risks,



along with an assessment of how well current actions and policies that the City is implementing are able to mitigate those climate risks.

2.2 Climate Change Vulnerability and Why Now?

Marysville and the Puget Sound Region are already experiencing extreme climate events that threaten the health and safety of residents. Each year, high temperatures and heat waves in summer and heavy rainfall and flooding in winter put stress on human health, natural resources, and the facilities and infrastructure that provide critical services to those in the region. Along the coast, sea level rise threatens homes and ecosystems, with the potential to displace thousands of people in the coming century. Meanwhile, hot and dry summers are fueling wildfires that encroach on human and wildlife habitat and degrade air quality across the region. These trends are consistent with climate projections and are expected to intensify into the future.

Given current and projected climate impacts and the need for urgent action to address them, Washington State has developed ambitious policies to mitigate climate change and reduce its impacts on communities and natural resources. To remain consistent with, and contribute to, these statewide climate efforts, the City of Marysville will integrate climate resilience into its 2024 Comprehensive Plan Update. This vulnerability assessment will allow the City to identify assets and populations most at risk of climate impacts within its borders and provide a starting point for identifying goals, policies, and strategies to prepare for climate change.

2.3 Climate Planning Context

As a first step in this assessment, we reviewed the landscape of current climate change risks and plans across multiple City and regional reports. We reviewed policies, programs, models, and articles discussing climate change in Marysville. We also audited the Comprehensive Plan and reviewed state and regional programs and policies.

State & Regional Policy Context

The following state and regional policies govern and inform climate adaptation planning in Marysville and other cities (Table 3).





Policy/Program by Sector	Effective Date	Description
PSRC Vision 2050	Oct 2020	This document prepares for continued growth and serves as a guide for sustaining a healthy environment, thriving communities, and a strong economy.
Sustainability 2030: Greenhouse Gas Reduction Plan	Apr 2021	This ten-year action plan sets a goal for Pierce County to reduce communitywide greenhouse gas (GHG) emissions and the County's operational emissions 45% by 2030.
WA Climate Commitment Act	Jan 2023	Places an economy-wide cap on carbon to meet state GHG reduction targets & be consistent with best available science. Policy still under development.
WA HEAL Act	2021	Defines & embeds environmental justice (EJ) in state law. Includes state agency requirements for EJ in engagement, budgeting, funding, and strategic planning.
WA Clean Energy Transformation Act (CETA)	2019	Requires a phase-out of coal by 2025, carbon-neutral electricity sales by 2030, and 100% clean energy by 2045.
WA Building/Energy Code (RCW 19.27A.160)	Dec 2012	Requires permitted residential and nonresidential construction under the 2031 state energy code to achieve a 70% reduction in annual net energy consumption compared to the 2006 state energy code.
WA Clean Buildings Act (HB 1257)	2021 (voluntary) 2026 (mandatory)	Establishes a state energy performance standard and other measures for new and existing large buildings over 50,000 sq ft with an early-adopter incentive program.
Commercial Property Assessed Clean Energy + Resiliency (C- PACER) Program	Sept 2022	C-PACER is a financial mechanism in Pierce County that helps commercial, industrial, agricultural, and multi-family buildings become more energy efficient and resilient by offering owners and developers long-term financing at a lower interest rate for qualifying energy generation, energy efficiency, water conservation, or resiliency projects.
WA Commute Trip Reduction	2006	Requires transportation demand management (TDM) programs for certain employers to reduce work trips.
PSRC Regional Transportation Plan	May 2018	PSRC's long-term vision for a transportation system through the Vision 2040 and Transportation 2040 plans.

Table 3. State and regional	policies relevant to	climate change	adaptation
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Policy/Program by Sector	Effective Date	Description
Shoreline Management Act	1971	Supports local land use and shoreline planning, including access, hazard mitigation, economic uses, and salmon recovery.

Comprehensive Plan Policy Review

We reviewed policies across Marysville's Comprehensive Plan for relevance to climate mitigation and adaptation. The results informed the policies that we recommend as part of the CVA. The full audit is available in <u>Appendix D: Marysville Comprehensive Plan</u> <u>Review</u>.

Our review of the Marysville Comprehensive Plan showed a strong foundation for creating an adaptive community:

- Marysville's existing policies provide a good starting point to support both mitigation and adaptation.
- Policies span multiple Comp Plan elements and are complementary to each other.
- Housing, Parks, and Transportation elements support equitable distribution and access.

The review identified initial areas where Marysville's Comprehensive Plan could address climate change impacts more directly:

- Identify ecosystems and communities most vulnerable to climate change and develop policies to increase their adaptive capacity.
- Develop specific goals/targets to improve energy efficiency and reduce greenhouse gas emissions.
- Policies and actions that address multiple climate impacts will be most effective.

The Comprehensive Plan outlined strategies for protecting certain areas of Marysville and certain vulnerable populations of people. The strategies mentioned could be made more specific, providing protections to named areas and groups to further protect valued land and communities.

Document Review

Next, we reviewed a wider array of documents from the City of Marysville, Snohomish County, and state and regional sources (Table 4). These documents informed us of current issues within each focus area and climate adaptation considerations.



Table 4. Documents reviewed from the City of Marysville, Snohomish County, andstate and regional sources

Data Source	Entity	Year	Geographic Scope	Focus Area
Washington State DOT Vulnerability Assessment	WSDOT	2011	State of Washington	Infrastructure
Marysville Surface Water Comprehensive Plan	Marysville	2016	City of Marysville	Infrastructure
Draft Stormwater Management Action Plan	Marysville	2022	City of Marysville	Infrastructure
Marysville Water Quality Report	Marysville	2021	City of Marysville	Infrastructure
Climate Adaptation and Stormwater Runoff	US EPA	2022	USA	Infrastructure
City of Marysville Comprehensive Plan	Marysville	2015	City of Marysville	All
2021 Integrated Resource Plan	Snohomish County PUD	2021	Snohomish County	Infrastructure
<u>10-Year Update: Chinook</u> Salmon Conservation Plan	WRIA	2017	WRIA	Natural Areas
Climate Change Impacts to Salmon of the Pacific Northwest	Northwest Fisheries Science Center	2011- 2020	WA, OR, CA	Natural Areas
PSRC Vision 2050	PSRC	N/A	Puget Sound Region	Natural Areas
Marysville Municipal Code	Marysville	N/A	Marysville	Natural Areas
Snohomish County Impact Assessment	Snohomish County Conservation District	2019	Snohomish County	Communities
Climate Change & Flooding in Snohomish County	University of Washington	2021	North Fork of the Stillaguamish River; Green and Snohomish River basins	Communities
Extreme Heat and Cooling Centers	Snohomish County	2022	Northwest Washington	Communities
USDA FARA food access atlas	USDA	2019	USA	Communities
<u>Snohomish County</u> Hazards	Snohomish County	2018	Snohomish County	Communities
Extreme Temperature & Labor	US EPA	2021	USA, 2010 census tracts	Economy



Data Source	Entity	Year	Geographic Scope	Focus Area
Economic and Workforce Recovery Task Force Report	Snohomish County	2020	Snohomish County	Economy
Economic Indicators of Snohomish County	Economic Alliance	2021	Snohomish County	Economy
Employment Occupation	U.S. Census	2021	City of Marysville	Economy
Employment Status	U.S. Census	2021	City of Marysville	Economy



3 Methodology

To frame the analysis, we use the Intergovernmental Panel on Climate Change's definition of vulnerability as a factor of exposure, sensitivity, and adaptive capacity (Figure 1). We use the following concepts of climate exposure, sensitivity, and adaptive capacity to better understand climate vulnerabilities in Marysville:

- **Exposure** is the degree to which a system is stressed by the impacts of climate change.
- **Sensitivity** is the degree to which that system is likely to be affected by climate change.
- Adaptive capacity is the ability to moderate, cope, or adapt to climate change. To characterize adaptive capacity, we looked at current and potential adaptation actions that could minimize the impacts of climate risks.



Figure 1. Vulnerability Assessment Framework

Put simply, climate risks increase vulnerability, while adaptive capacity helps to decrease climate vulnerability.

This climate vulnerability assessment includes three components: a climate impacts assessment to understand the City's exposure to climate hazard, a Social Vulnerability Assessment that measures communities' and the economy's vulnerability to climate impacts, and a Physical Vulnerability Assessment that describes infrastructure and natural systems' vulnerability.

3.1 Climate Impacts Assessment

First, we sought to understand Marysville's exposure to current and future climate hazards. We researched five main climate impacts: precipitation and flooding, rising temperatures and extreme heat, streamflow changes, sea level rise, and wildfire and smoke. We created GIS maps to visualize extreme heat, heavy precipitation, flooding, sea level rise, and wildfire risk across the city.



When we estimated climate hazards into the future, we used a high emissions scenario (RCP 8.5). This scenario is generally considered to be "business-as-usual" and allows for the City to plan for a future that is not contingent on global progress towards greenhouse gas emissions reductions.

This research and these map layers lay the foundation for the Social Vulnerability Assessment and Physical Vulnerability Assessment.

3.2 Vulnerability Assessments

We completed a Social Vulnerability Assessment and a Physical Vulnerability Assessment using two different methodologies. The objectives and included focus areas for each type of vulnerability assessment are detailed in the table below (Table 5).

Assessment	Objective	Focus Areas
Social Vulnerability Assessment	Assess the relative vulnerability to climate change that communities experience.	EconomyCommunities & Neighborhoods
Physical Vulnerability Assessment	Assess how various infrastructure assets and natural systems are vulnerable to climate change and assess implications.	InfrastructureNatural Systems

Community Survey

Cascadia and the City deployed a community survey to gather community perspectives and concerns about topics related to climate vulnerability and have used the responses to contextualize and ground the findings of this CVA. The survey was open from February 17th through March 14th and received 195 responses. The full summary of the community survey is located in <u>Appendix C: Community Survey Summary</u>.

Social Vulnerability Assessment

Social vulnerability refers to people and communities' vulnerability to climate change impacts. As noted above, vulnerability refers to factors that put people at greater risk of negative impacts, which are largely outside of their control, such as:



- Differences in age, wealth, and health status
- Inequities in infrastructure and access to community services, such as education and healthcare
- Inequities in living conditions and access to parks, shade, and other amenities that can help people cope with extreme weather events
- Historical exclusion from decision-making power and/or wealth-building
- Business size and structure

A key part of understanding and addressing social vulnerability within Marysville is documenting inequities that people face related to their income level, race, age, and other factors, as these inequities make these communities particularly susceptible to climate hazards. Policies that put vulnerable communities first are key to creating a safe and resilient future for all residents.

We created two quantitative social vulnerability indices—one to measure community members' vulnerability and one to measure economic vulnerability—to capture relative social vulnerability across Marysville. The results of these assessments can help us understand where the City can prioritize resilience policies to increase community and economic preparedness for climate change.

IDENTIFY AND VET INDICATORS

To build the indices, we started with data from our climate impacts assessment that describes exposure to climate hazards, then sought data to measure climate sensitivity and adaptive capacity.

To select datasets to use as climate sensitivity and adaptive capacity indicators, we first developed a potential list of indicators by referencing comparable vulnerability assessments, particularly those conducted by the City of Redmond, WA and Los Angeles County, CA, as well as a technical guidance document from the University of Notre Dame [8, 9, 10]. Next, we worked to understand and compile available data: we met with the City project team, researched City documents and maps, and made data requests to the City.

Then, we vetted the potential indicators by asking:

- Is the data relevant? We used indicators that are as recent as possible and that have clear connections to climate impacts. For example, some health indicators (like asthma rates) are closely connected to climate impacts.
- Is the data available? Datasets need to be publicly available or shareable.
- Is the data high quality? We avoided datasets that are incomplete and sought local datasets whenever possible, as these are likely to be more accurate than



downscaled national-level or state-level datasets. However, there may still be some gaps or imperfections in the data sources.

- Is the data at a census tract-level resolution? The indices measure vulnerability at the census tract level, so we sought data at this resolution. We included all census tracts that are within Marysville boundaries and that overlap with Marysville boundaries.
- **Does the data show variability across the city?** Some datasets are relevant, high quality, and available at the census tract level, but do not show any variability across the city and are therefore not useful for the indices. We do, however, note any relevant findings from these datasets in the narrative of this CVA.

Communities & Neighborhoods Indicators

Exposure

- EPA Heat Mortality
- EPA Mortality PM2.5
- EPA Air Quality Asthma
- EQA Air Quality Asthma ED Visits

Sensitivity

- Access to Parks and Recreation Areas
- Food Desert and Security Access

Adaptive Capacity

• Tree Canopy Coverage

Economy Indicators

Exposure

• Lost wages due to extreme heat

Sensitivity

Climate-exposed occupations

Adaptive Capacity

• Unemployment rates

ASSESS RELATIVE VULNERABILITY

Once we selected indicators, we normalized each dataset into indices to allow for comparability between census tracts. This way, data across different units all appears on a scale of zero to one, where zero means lower vulnerability and one means higher vulnerability. We weighted exposure, sensitivity, and adaptive capacity equally in the analysis to calculate a vulnerability index for each census tract. Finally, we calculated a percentile of the vulnerability index to allow for comparability across census tracts, using the equation below:

$$Vul.Index = \frac{1}{3} \times \frac{1}{n_{Exp.}} \sum_{i=1}^{n} Exp.Index + \frac{1}{3} \times \frac{1}{n_{Sen.}} \sum_{i=1}^{n} Sen.Index + \frac{1}{3} \times \frac{1}{n_{Adap.}} \sum_{i=1}^{n} Adap.Index$$



The result is maps of census tracts within and around Marysville boundaries with relative ratings of overall economic and community climate vulnerability.

Physical Vulnerability Assessment

The Physical Vulnerability Assessment, which includes our focus areas of Infrastructure and Natural Areas, examines how physical infrastructure and facilities are at risk due to climate hazards.

The key climate hazards for infrastructure and natural areas are flooding, landslides, sea level rise, and extreme heat. First, we overlaid maps of infrastructure and parks in Marysville with climate hazards to identify specific areas that are relatively more vulnerable to flooding, sea level rise, and landslides. First, we reviewed literature and City documents to understand the current state of infrastructure and natural areas and important intersections with climate impacts. Then, we overlaid maps of infrastructure and critical areas in Marysville with climate hazards to identify specific areas that are relatively more vulnerable to flooding, sea level rise, and landslides.



4 Climate Change Impacts in Marysville

With changing climate conditions, the City of Marysville will experience changing environmental factors and weather events. Marysville will likely experience warmer temperatures year-round, including higher maximum summer temperatures and more frequent and severe heat waves; increasing winter precipitation and decreased summer



precipitation; increasing winter stream flows and decreasing spring and summer stream flows; rising sea levels and greater impacts from storm surges; and increasing chance of wildfire and poor air quality due to wildfire smoke.

The next sections will describe each of these anticipated climate impacts in greater detail.

Increasing Winter Precipitation, Storms, and Flooding

Climate change will affect precipitation by slightly increasing overall precipitation amounts, shifting seasonal precipitation, and causing more intense heavy precipitation events. Over the next 100 years, annual rainfall is expected to increase slightly in Marysville, while precipitation in the Quilceda Watershed is predicted to increase by 10-15% by 2050 and 22% by 2080 [11].

More noticeably, precipitation amounts are likely to shift seasonally, with summer rainfall declining by 8.7% and winter precipitation increasing by 8.7% by 2050, as shown in Table 6 below [12]. This shifting seasonal precipitation will impact water availability and river and stream habitats each summer.

Season	Change in precipitation by 2050	Change in precipitation by 2080
October - March	Increase of 1.9 inches	Increase of 3.6 inches
April - September	Decrease of 0.6 inches	Decrease of 1.1 inches

Table 6. Projected changes in Puget Sound seasonal precipitation

Heavy Precipitation Magnitude

Finally, precipitation events have already become heavier and will continue to do so. Historical records indicate that the frequency of heavy rainfall events has increased over the 20th century across the Puget Sound region. This trend is projected to continue into the 21st century. Extreme winter precipitation is closely associated with atmospheric rivers, and while there is uncertainty if they will become more frequent, they are projected to be more intense and severe [1].

Table 7 shows increases in indicators for heavy precipitation in Marysville in 2050 and 2080. One-inch precipitation days—the number of days with more than an inch of precipitation—and the magnitude of heavy precipitation events are projected to increase. Even slight increases can lead to more frequent and pronounced flooding, which can affect infrastructure and operations.





	Change in precipitation by 2050	Change in precipitation by 2080
1-inch Precipitation Days	Increase of 0.8 days	Increase of 1.8 days
Heavy Precipitation Magnitude	Increase of 16%	Increase of 18%

Table 7. Projected	I changes in	heavy precipitation	in Marysville
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Changes in heavy precipitation will not affect the city evenly. Census tracts in the northeast, north, and east of the city will experience a larger increase in one-inch precipitation days than other areas of the city (Figure 2).





Figure 2. Change in 1-inch precipitation days by 2050 and 2080

With these changes in precipitation, Marysville is likely to experience increased flooding, especially in winter. The 100-year and 500-year floodplains in Marysville are depicted in the map below (Figure 3). These areas are defined using historical data, rather than future precipitation projections; because of projected changes to precipitation, flooding is likely to expand outside of the 100-year and 500-year floodplains.





Figure 3. 100-year and 500-year floodplains in Marysville

Higher Temperatures and Extreme Heat

Between 1895 and 2020, Snohomish County's average maximum Summer temperature (June through August) increased 3.03°F [2]. Compared to average summer warming across Washington state, Marysville has experienced 1.97°F more warming over the same period [13].



By 2050, summertime maximum temperatures are projected to increase by 6.3°F compared to a historical baseline (1980-2009); by 2080, summertime maximum temperatures are likely to increase by 10.1°F (Table 8) [12]. Heat waves are also projected to be more frequent, prolonged, and severe, which can be particularly dangerous to groups such as elderly people, young children, people with pre-existing health conditions, and people without air conditioning or other cooling options [14].

Table 8. Change in summer average maximum temperature in Marysville area

Period	2050 (2040 to 2069)	2080 (2070-2099)
Summer (June- August)	+6.3°F	+10.1°F

The number of 90°F humidex days—which account for interactions between air temperatures and humidity and can better capture the "real feel" of how hot temperatures are experienced; or, in other words, the number of days that it will *feel* like 90°F—is projected to increase by up to 33 days/year by 2050 and by up to 63 days/year by 2080 [12]. These days will not occur evenly across the city; some areas will experience a larger increase in 90° humidex days, (as seen in Figure 4 and Figure 5).



Figure 4. Change in 90° humidex days by 2050





Figure 5. Change in 90° humidex days by 2080

Changing Streamflows

Over the next 60 years, Snohomish County rivers are expected to increase in peak flows by 10% to 40%, on average, by 2080 [15]. However, streamflow timing will shift; only winter streamflows will increase, while spring and summer streamflows will shrink (Table 9) [4]. As temperatures warm, some precipitation that has historically fallen as snow will instead occur as rain, likely leading to higher winter flows and increased risk of riverine flooding in winter months [4]. Lower snowpack levels will mean decreasing spring and summer flows, which will have implications for summer water recreation opportunities and salmon habitat.

Table 9. Cha	nge in s	treamflov	v timing	and	volume
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Watershed	Streamflow Timing	Streamflow 100-year flood	Summer Minimum Flows
Snohomish	-37 days	+23%	-26%
	(range -49 to -29 days)	(range +1 to +58%)	(range -33 to -17%)



Sea Level Rise

Sea levels around Marysville are projected to rise over the next several decades, which will place infrastructure at risk and exacerbate winter flooding events. Sea level rise is projected using a probability framework—in other words, the likelihood of sea levels exceeding a certain height within a time period. We provide a 17% likelihood scenario and a 1% likelihood scenario, which are generally suggested when using sea level rise models to inform longer-term planning such as capital planning processes. This ensures that the City is as informed and prepared as possible for future sea level rise. By 2050, sea level increases are projected to exceed between 1.0 feet (17% likelihood scenario) and 1.4 feet (1% likelihood scenario) [5]. By 2080, sea level increases are projected to exceed between 2.0 feet (17% likelihood scenario) and 3.3 feet (1% likelihood scenario). See Table 10 for current and projected sea level rise under a 1% likelihood scenario.

In addition to average water levels, it's important to take storm surges into account. When storm winds push water towards shore, sea levels can rise even further than projected averages over short time periods. With a 100-year storm surge event of 3 feet on top of daily high tide averages, Marysville could see water levels rise from the current average by 4.4 feet by 2050 and 6.3 feet by 2080 [6].

Sea Condition	2020 Water Levels	2050 Water Levels (1% likelihood)	2080 Water Levels (1% likelihood)
Mean sea level	6.48 ft	7.88 ft	9.78 ft
Daily high tide average	11.09 ft	12.49 ft	14.39 ft
100-year storm surge	14.09 ft	15.49 ft	17.39 ft

 Table 10. Sea level rise along Snohomish County coastline

Marysville's potential sea level rise by 2050 (1% scenario) with a 3-foot storm surge event is depicted in the map below (Figure 6). This extent of sea level rise will cause coastal erosion and flooding and will impact shoreline ecosystems, transit routes, and other critical facilities in Marysville.





Figure 6. 2050 and 2080 sea level rise in Marysville

More Frequent and Intense Wildfire and Smoke

As temperatures rise and water availability shifts in the Marysville area, the risk and extent of wildfire damage and periods of smoke from regional fires will increase, with impacts to the environment and the Marysville community. With snow melting earlier in



the spring, soils and forests will become drier and stay dry longer throughout the year, and these factors are exacerbating and extending annual fire seasons. According to USDA, short interval reburns (fires in areas burned within the last 15-20 years) are likely to occur with increasing frequency [16].

Marysville is currently at low risk of experiencing wildfire in the city, but as wildfires become more prevalent and intense, potential fire damage to buildings, including homes, will also increase [17]. Buildings located in the wildland-urban interface or intermix (WUI), or places where development transitions into undeveloped areas, are especially at risk from fire damage [7]. Marysville and the surrounding areas are mostly considered to be WUI, indicating that wildfire will pose an increasing risk (Figure 7) [7].



Figure 7. Wildland-Urban Interface in and around Marysville

Wildfire brings episodes of regional smoke and poor air quality. Smoke is strongly correlated with hospitalizations and new and worsened cases of respiratory and cardiac illnesses. Smoke also has economic costs from illnesses and from steps taken to minimize exposure [4].



5 Physical Vulnerability Assessment

5.1 Infrastructure

State of Sector and Parameters

Aspects of the built environment, such as roads, buildings, and other infrastructure, are interconnected and their resilience is critical to maintaining thriving communities under changing climate conditions. Infrastructure systems included within this analysis are:

- **Transportation infrastructure**, including roads, bridge overpasses, rails, transit lines and stops, and gas stations.
- **Energy infrastructure**, including distribution systems and the Olympic gas pipeline.
- Water, sewer, and stormwater infrastructure, including the wastewater treatment plant, drinking water facilities, and stormwater management infrastructure.

Transportation

The City of Marysville and surrounding areas are served by six state highways and a few key north-south and east-west arterials. The transportation system serving Marysville is not only governed by the City, but is also under the jurisdiction of the State, County, and adjacent cities. Each of these entities uses a different set of levels of service to describe current road conditions. Marysville itself only defines level of service for local intersections; only one did not meet the standard when the 2015 Comprehensive Plan was published [18].

In addition to roads, Marysville is home to two north-south rail lines, 12 bridges and tunnels, and 23 gas stations.

CLIMATE RISK

Increasing flood risk due to more frequent and intense precipitation events, particularly in winter, will challenge the infrastructure of Marysville's transportation network. Many of Marysville's public transportation routes and stops are already in 100- and 500-year flood zones, as seen in Figure 8. Flooding, especially in the winter months, is likely to occur more frequently due to expected increases in overall and winter precipitation. Key transit lines through downtown Marysville and parts of I-5 will likely experience more frequent and intense flooding. Without these routes, residents will have more difficulty



reaching grocery stores, emergency services, and other services, especially during extreme events, such as the atmospheric river events the Puget Sound region saw in winter 2021-2022. Low-lying areas near Ebey Slough will be flooded, impacting roads, rail lines, community transit routes, and several gas stations.

With increased rain comes an increase in both the frequency and severity of landslides, particularly in areas with steep slopes. Transportation priority routes along the east side of Marysville are surrounded by landslide risk areas (Figure 9). Landslides can block large areas, cause damage to vehicles and roadways, and further impede access to emergency services. Landslides also disrupt traffic flow, requiring detours and rerouting while affected roadways are closed. Landslides on roads with high criticality, or without easy re-routes, will have more pronounced effects on local communities and businesses.

ADAPTIVE CAPACITY

The adaptive capacity of transportation systems is inherently low, as it takes time to plan and construct new transportation infrastructure. In addition, rates of car ownership in Marysville are high and nearly nine out of ten (88%) of survey respondents indicated that they drive as their primary mode of transportation. Therefore, if roads are disrupted, there will be impacts to people's mobility.

Green spaces along the shoreline and Ebey Slough will likely mitigate some impacts of flooding, but sea level rise and flooding are still projected to have significant impacts to transportation infrastructure near the coast.




Figure 8. Map of 1% likelihood sea level rise projection (2080) with 3-ft storm surge for key transportation sites and routes in the 100- and 500-year floodplains





Figure 9. Map of landslide hazard areas relative to Marysville's key transportation sites and routes



Energy

This section evaluates the climate vulnerability of Marysville's energy systems and assets—which include energy supply, energy demand, and energy infrastructure.

CLIMATE RISK

Energy Supply and Demand

Over the last century, summertime average temperature in Snohomish County has already increased about 4.06°F [2]. Marysville will experience 33 more 90° humidex¹ days per year by 2050 and 63 more 90° humidex days per year by 2080 [4]. Extreme heat events will significantly increase energy demand for air conditioning. High energy demand will strain energy systems and can often lead to unplanned power outages. In addition, increased energy use for air conditioning could lead to higher energy bills for residents, disproportionately burdening community members with low income who are more likely to occupy housing with poor insulation and limited weatherproofing.

Energy Infrastructure

The intensity of winter precipitation events is projected to increase. One-inch precipitation days will increase 0.8 days per year by 2050, and 1.8 days per year by 2080. Moreover, the magnitude of heavy precipitation events will increase 16% by 2050 and 18% by 2080 [19]. More frequent and intense winter storms, extreme rain events, and flooding can damage distribution and transmission systems, such as utility poles and powerlines. Strong winds can cause branches and trees to fall onto powerlines, and flooding can loosen soils and destabilize utility poles. Energy infrastructure in low-lying areas and floodplains is especially at risk from flooding.

The BP Olympic Pipeline, which transports gasoline, diesel, and jet fuel from refineries, passes through northern and eastern Marysville. Sections of the pipeline just to the north and south of Marysville lie within the FEMA 100-year and 500-year floodplains. Sections located just south of Marysville will also likely be impacted by future sea level rise (Figure 10). The chemical composition of floodwaters and seawater will accelerate the corrosion of pipelines and shut-off valves and undermine the stability of pipelines through erosion and impacts to structural components [20]. In addition, more frequent and intense rainfall increases the risk of landslides and erosion, which can damage pipelines, causes leaks, and disrupt energy supply [21].

Much of Marysville is located within the wildland urban interface (WUI) (Figure 8), which is defined as an area where development meets undeveloped vegetated and/or forested lands. Climate change interacts with human disturbance (e.g., wildland fragmentation, increase in fuel loads, and introduction of non-native plants, insects, and diseases) to drive ecological changes in the WUI [22], making these areas more prone to natural

¹ Humidex is a scale that accounts for the interaction between air temperature and humidity and can be interpreted as the dry temperature, or "real feel".



disasters like wildfires and flooding. Energy infrastructure located in the WUI may experience greater risk of damage and service disruptions during extreme weather events than areas outside of the WUI.



Figure 10. Map of 1% likelihood sea level rise projection (2080) with 3-ft storm surge and the 100- and 500-year floodplains relative to the Olympic Pipeline



ADAPTIVE CAPACITY

Energy Supply and Demand

The City of Marysville receives its electricity from the Snohomish County Public Utility District No. 1 (PUD). The PUD's energy supply is largely from hydropower purchased from the Bonneville Power Administration (BPA) [18]. PUD's energy supply portfolio consists of hydropower (76%), nuclear (10%), wind (8%), other sources like biomass, solar, and biogas (1%), and unspecified sources (5%) [19].

Earlier snowmelt and more frequent high- and low-runoff events will likely affect the water availability in reservoirs to generate hydropower. Periods with high runoff can result in floods and dam failure due to overtopping. Conversely, periods with low runoff may result in insufficient water supply for hydroelectric power generation [20, 21]. Therefore, Marysville's current energy supply portfolio may be insufficient to meet future energy demand, particularly in summer months when energy demand is higher and water supply and flows are lower.

The PUD offers energy efficiency programs to commercial, industrial, and residential customers. These programs include rebates, financial incentives, and technical assistance for energy efficient solutions such as building retrofits, solar panels, efficient lighting upgrades, and residential weatherproofing. With the City of Marysville's support, these programs can help prepare the City to meet its future energy demands and reduce strain on its energy systems during extreme heat events [23].

Energy Infrastructure

Marysville is committed to mitigating flood risk to community assets and infrastructure. The United States Army Corps of Engineers recently raised the levee along Marysville's shoreline six inches to protect community assets from future sea level rise and coastal flooding [23]. While the increase in height is sufficient for projected sea level rise by 2030, the levee will need to be raised again to account for sea level rise beyond that period, as sea level is projected to increase 3.0 feet by 2050 and 3.3 feet by 2080.

The City implements flood hazard mitigation planning and is a part of several flood hazard reduction programs, including the Federal Emergency Management Act (FEMA) and the Washington State Flood Control Assistance Account Program (FCAAP) [24] [24]. Both FEMA and the National Flood Insurance Program provide funding to jurisdictions for comprehensive floodplain management planning and implementing actions to mitigate flood hazards to infrastructure. Participation in these programs reduces flood risk to energy infrastructure located in low-lying areas and mitigates the risk of power outages during heavy rainfall events.



Water, Wastewater and Stormwater

This section evaluates the vulnerability to climate change of Marysville's potable water resources, and stormwater infrastructure.

CLIMATE RISKS

Water and Wastewater Systems

The City of Marysville is part of the lower Snohomish River Basin, where the Quilceda and Allen watersheds drain through the city. Approximately 11 square miles drains to Allen Creek and 38 square miles drains to Quilceda Creek. Both creeks empty into Ebey Slough near the mouth of the Snohomish River. Surface water runoff is common for both basins due to high winter groundwater tables. Marysville receives approximately 37.5 inches of precipitation annually, with most of it falling in the winter and spring months [25].

The Tulalip, Getchell-Snohomish, and Marysville trough aquifers serve the Quilceda and Allen watersheds, while the surface water resources are located within it. Marysville primarily sources its water from the Edward Springs and Wells; it does not require additional filtration due to its high quality. Basic surface waters flow generally in the northwesterly direction in the upper reaches of the tributaries. However, projected increase in temperature is anticipated to reduce water availability, while flooding and high precipitation will likely threaten water quality, which will have implications on Marysville's water infrastructure, surface, and groundwater supplies [26].

As sea levels rise, shoreline communities like Marysville will experience more frequent and persistent flooding as well as inundation in low-lying areas. The Marysville and Stillaguamish Wastewater Treatment Plant are located at a low elevation near the shoreline to minimize the cost of collecting consumed water and discharging treated effluent. Given its location, the plants are likely to experience more frequent flooding in the future, leading to intrusion and water quality impacts. Overall, Marysville's water treatment facilities located inland have lower exposure and risk to sea level rise and flooding impacts, except for the treatment plant and treatment lagoon in the low-lying shoreline along Ebey Slough (Figure 11).





Figure 11. Map of 1% likelihood sea level rise projection (2080) with 3-ft storm surge for existing water treatment facilities located in 100-and 500-year floodplain

Additionally, sea level rise and increased flooding is expected to pose a risk to Marysville's sewer facilities located in the 100- and 500-year floodplain (Figure 11). Lift stations located in the floodplain along the shoreline and creek are projected to be inundated in 100-year flood events. Compared to sewer lines where gravity drives wastewater flow, lift stations require a source of electric power. If the power supply is interrupted, flow conveyance will be discontinued, which can result in flooding upstream of the lift station [27].

ADAPTIVE CAPACITY

The Quilceda and Allen Watershed Plan provides a set of strategies and recommendations that address watershed problems, such as water quality issues for Marysville. The main strategy presented in the plan is to prevent ground water degradation through retention of forest, riparian corridors, and open space, combined with economic incentives. Ground water protection in the Marysville trough is also addressed through maintaining low density land use and limiting the amount of



impervious surfaces in new development through design standards [28]. These strategies will likely help improve the city's water quality and supply overtime and mitigate flooding impacts to the watershed.

In 2023, the City received \$250,000 in funding through the Flood Risk Reduction Grant from Snohomish County for projects to mitigate potential flood risk to its Public Works and Wastewater Treatment Plant. The project will allow the City to determine future impacts of sea level rise on critical infrastructure (i.e., wastewater treatment plant) to improve the City's public health and natural environment [29].

CLIMATE RISKS

Stormwater Systems

A major concern for Quilceda and Allen Creeks is managing stormwater runoff. The City currently manages a stormwater system with over 280 miles of pipes and ditches and nearly 1,000 stormwater facilities. Stormwater runoff from buildings, driveways, parking lots, roads, and other impervious surfaces is collected and conveyed through public and private drainage systems to local waterways. Most public drainage lines are within existing road rights-of-way, and much of the runoff is conveyed to public detention or water quality facilities prior to release into the public system. The storm drainage system ultimately discharges stormwater to one of the local tributaries or directly to Ebey Slough [30] in the Snohomish River estuary [25] [31].





Figure 12. Map of 1% likelihood sea level rise projection (2080) with 3-ft storm surge for existing stormwater facilities located in 100-and 500-year floodplain

More frequent intense storms and extreme flooding events will increase stormwater runoff, which will exacerbate existing, or introduce new, pollution problems and overwhelm stormwater management systems. This can lead to backups that cause localized flooding or lead to greater runoff of contaminants such as trash, nutrients, sediment, or bacteria in local waterways [32]. The stormwater facilities located within the 100-year floodplain and the low-lying areas near the shoreline have a higher risk of inundation and frequent flooding (Figure 12).

Other impacts to the watershed's hydrology include streambank erosion, stream channel downcutting, and loss of habitat for fish and wildlife due to flooding. These problems are likely to increase if future development causes loss of open space and creation of more impervious surfaces.



ADAPTATIVE CAPACITY

The City of Marysville developed a Watershed Planning Stormwater Action Plan that is focused on targeting stormwater improvements, construction of stormwater projects, equitable use of tax dollars, and increasing the public's involvement in stormwater retrofits and programs. Stormwater retrofits are underway to address stormwater quality management concerns [31]Stormwater facilities alone will not be enough to address water quality concerns, especially in the urban areas of Marysville. The City is prioritizing tree planting programs in the four planning subbasins and focusing its efforts on street tree planting in the Downtown and Lower Quilceda Creek areas and cityowned parcels (e.g., parks, open spaces, and stormwater facilities). Additionally, an environmental justice review has indicated that the Downtown neighborhood is likely experiencing a disproportionate risk of environmental injustices relative to other parts of the City [31]. The City has targeted the Downtown area for implementation of stormwater management programs (i.e., source control and dumpster outreach) that will be focused on reducing pollution sources [31]. This area's stormwater management systems and its community will likely have a higher adaptive capacity responding to future extreme storms and flooding events. Stormwater facilities alone will not be enough to address water quality concerns, especially in the urban areas of Marysville. The City is prioritizing tree planting programs in the four planning subbasins and focusing its efforts on street tree planting in the Downtown and Lower Quilceda Creek areas and city-owned parcels (e.g., parks, open spaces, and stormwater facilities). Additionally, an environmental justice review has indicated that the Downtown neighborhood is likely experiencing a disproportionate risk of environmental injustices relative to other parts of the City [31]. The City has targeted the Downtown area for implementation of stormwater management programs (i.e., source control and dumpster outreach) that will be focused on reducing pollution sources [31]. This area's stormwater management systems and its community will likely have a higher adaptive capacity responding to future extreme storms and flooding events.

5.2 Natural Systems

State of Sector and Parameters

This section evaluates the climate change vulnerability of Marysville's natural systems, including the city's shorelines, salmon habitat, and urban tree canopy.

Shorelines

Marysville's shoreline stretches along the scenic Ebey Slough, which is a part of the Snohomish River Estuary system. Ebey Waterfront Park provides publicly accessible



boat launch facilities and picnic areas. The Ebey Trail, Harbor View Park, and Olympic View Park provide walking and biking trails, picnic areas, and viewpoints [24]. The shoreline is also home to estuarine wetlands that support habitat for a variety of terrestrial and aquatic flora and fauna like birds, fish, shellfish, eelgrass, seagrass, and benthic invertebrates. Residents place a high value on the waterfront for its scenic viewpoints, water access, and opportunities for recreation and wildlife viewing [24].

Climate change will impact Marysville's shoreline, Ebey slough, and the surrounding wetlands in multiple ways. Among the most significant impacts are sea level rise, flooding, shoreline erosion, and degradation of wetlands and wildlife habitat.

CLIMATE RISK

Sea level rise will inundate significant portions of Marysville's shoreline and Ebey Slough by mid-century. Communities and assets located along the shoreline could see 10.4% to 82.9% of their current land area inundated by 2050 (Figure 13). Sea level rise will also aggravate shoreline erosion, flooding, and saltwater intrusion in coastal aquifers.





Figure 13. Map of 1% likelihood sea level rise projection for 2080 under a high emissions scenario (RCP 8.5), with a 3-foot storm surge

Shifts in the timing and intensity of precipitation, especially extreme rain events, will impact Marysville's shoreline. Winter precipitation is projected to increase 8.7% and heavy rain events will increase 16% in magnitude by 2050 [33]. These anticipated changes in precipitation patterns will likely lead to more intense flooding events, and, when coupled with the impacts of sea level rise, will put Marysville's shorelines at high risk of repeated inundation that can accelerate erosion. Furthermore, more intense rain



events and winter storms can lead to increased wave action and run-up, which can damage trees and native vegetation and exacerbate erosion risk.

Infrastructure near the shoreline, such as bridges and sewage facilities, will be exposed to sea level rise, erosion, and flooding. Marysville's wastewater treatment plant, which is located along the shoreline, could cause water contamination if flooded or damaged (see <u>Infrastructure</u> sector).

ADAPTIVE CAPACITY

The City of Marysville is taking important steps to mitigate flooding and sea level rise impacts to its shoreline, including investing in ecological restoration, implementing flood hazard reduction programs, and increasing the height of its levee.

Ecological restoration mitigates flood risk by improving water retention, increasing water percolation into the ground, and decreasing wave energy along the shoreline. Marysville's Shoreline Master Program (SMP) includes goals and policies to protect and restore shoreline habitat and Ebey Slough, such as re-establishing native vegetation, protecting natural groundwater movement, and restoring natural channel movement. The Marysville Critical Areas Regulations protect the City's wetlands and habitat areas by establishing buffers around critical areas and setting performance standards and requirements for impact mitigation [34].

The City has allowed the breaching of dikes to provide greater wetland area for flood water storage and wildlife habitat. It also partners with the Tulalip Tribes and Snohomish Basin Salmon Recovery Forum to protect and restore ecological function in the Snohomish River Basin, including its shoreline ecosystems (see <u>Adaptive Capacity</u> section of the Salmon Habitat sector) [24].

The height of the levee along Marysville's shoreline was increased by 6 inches to account for 2030 sea level rise projections. Along with Marysville's flood hazard reduction programs (see <u>Adaptive Capacity</u> section of the Energy Infrastructure sector) this will further protect its shorelines against flooding.

Through these policies and actions, Marysville is increasing the adaptive capacity of its shoreline to climate impacts. However, the levee and critical plans to protect the shoreline are currently insufficient for mitigating impacts from projected sea level rise and flooding beyond 2030.

Salmon Habitat

The Quilceda-Allen subbasin at the mouth of the Snohomish River Basin is a dynamic ecosystem—where seawater mixes with stream water—and supports an abundance of wildlife including multiple species of Pacific salmon. Salmon are an ecological and cultural keystone species that play a critical role in the health and functioning of



ecosystems. Millions of people in the Pacific rely on salmon for a healthy source of protein, and salmon is an integral part of Coast Salish ways of life, having had spiritual and cultural significance to native peoples in this region for millennia [35]. In particular, the Tulalip Tribes, which share a border with Marysville, rely on local salmon populations to support their economic, community, and cultural health and well-being.

Marysville's streams and creeks support bull trout, Chinook, chum, Coho, cutthroat, and steelhead—several of which are listed as threatened under the Federal Endangered Species Act—during crucial parts of their lifecycles. Every spring, salmon begin migrating upstream to their spawning grounds. Quilceda Creek, Allen Creek, Edgecomb Creek, and Ebey Slough, among others, provide migration corridors and spawning grounds for salmon [36]. The success of this journey depends on adequate streamflow during migration windows and cool stream temperatures.

CLIMATE RISK

Climate change projections under a high emissions scenario (RPC 8.5) for the Snohomish River Basin project an increase of 10.8°F in summertime average maximum air temperature, 85% reduction in snow water equivalent, and 7.8% decline in summer precipitation [33]. These impacts are likely to lead to lower summer streamflow, which can disrupt salmon migration, and warmer stream temperatures, which can increase salmon mortality and decrease salmon reproductive success [37]. Summer streamflow in Quilceda Creek is projected to decline 8% to 9% by mid-century (2040-2069) and 11% by the end of the century (2070-2099) under a high emissions scenario (RCP 8.5) [19].

Some salmon populations, especially those that migrate and spawn in the summer and fall, will be impacted by low flows, which reduce available habitat and limit upstreamdownstream connectivity for fish migration. Combined with warming air temperatures, low flow accentuates the negative effects of warming water on salmon survival because shallower water warms more quickly. Warmer streams increase salmon mortality through thermal stress, competition from invasive species that thrive in warmer waters, and increased risk of diseases and pathogens [37]. Marysville's stream temperatures are projected (under the A1B moderate emissions scenario) to increase 2.6°F by 2040, and 4.3°F to 4.4°F by 2080, compared to historical averages (1993-2011) [38]. Species like Coho salmon that migrate later in the summer and tend to use shallow reaches and small streams for spawning are more vulnerable to low streamflow and warmer stream water [39]. Meanwhile, higher peak streamflow due to more frequent and intense heavy rain events in winter can scour salmon nests and eggs in streambeds [40].

ADAPTIVE CAPACITY

The City of Marysville is protecting critical habitat for salmon through stream restoration and flood mitigation. These efforts will contribute to more connected streams and



improved water quality, which could provide some environmental buffer to salmon from climate exposures during their migration and reproduction in upstream habitats.

Marysville is restoring and protecting salmon habitat in collaboration with the Tulalip Tribes and Snohomish Basin Salmon Recovery Forum. The partnership aims to protect and restore the productivity and diversity of wild salmon stocks in the Snohomish River basin for their cultural and ecological values [24].

In 2015, the City of Marysville participated in the Qwuloolt Estuarine Restoration Project, which restored tidal and other estuarine habitat functions to previously drained and farmed tidal lands in the City. Such efforts have been shown to increase accessibility to tidal channels for salmon [41]. The Allen/Quilceda Watershed Action Team, a group of residents and local government staff, also restored Jones Creek and other tributaries in Marysville. Through a partnership with the Stilly-Snohomish Fisheries Enhancement Task Force, the City completed a stream restoration and buffer enhancement project for Allen Creek.

In addition to these efforts, the City updated its critical areas regulations in 2005 to provide greater protection to streams, wetlands, and fish and wildlife habitat conservation areas. Marysville's Comprehensive Plans includes policies to reduce the impact of stormwater and flooding to streams and wetlands by prioritizing stormwater planning and protecting water quantity and quality [36].

Marysville has implemented a variety of salmon habitat restoration projects that will help mitigate salmon mortality in the face of warming stream temperatures, lower summer streamflow, and increased winter flooding. Despite these efforts, salmon recovery will require regional coordination across multiple jurisdictions and entities for recovery to be sustained.

Urban Tree Canopy

A healthy urban tree canopy is vital for a thriving community. Urban tree canopy and forests bring numerous physical and mental health benefits to residents such as connection with nature, opportunities for physical activity and social interaction, stress relief, and heat moderation. In addition, trees provide ecosystem services like shade, improved air quality, and erosion control.

More frequent and intense heat events, less summer rainfall, and more frequent and intense heavy rain and flooding events associated with climate change will put stress on Marysville's urban tree canopy, leading to more urban tree mortality.

CLIMATE RISK

Extreme heat events and reduced rainfall in summer will stress urban tree canopy and leave trees more prone to disease and pest infestations. Higher temperatures will lead



to greater rates of evapotranspiration, causing trees to lose water from their leaves more quickly and reducing the amount of water available in the soil for uptake by trees. Loosened and unstable soils resulting from frequent and intense heavy rain and flood events in winter can cause trees to fall over or trigger landslides and erosion that can damage trees and other community assets. Trees located in the floodplain and areas that will be affected by sea level rise—such as the shoreline and Quilceda Creek—are especially at risk. Prolonged saturation of soils prevents roots from taking up oxygen, which can kill roots and root systems. Flooding can also weaken trees and make them more prone to damage from insects and diseases [42].

ADAPTIVE CAPACITY

The Environmental Element of Marysville's Comprehensive Plan lays out policies to maintain healthy urban forests through promoting tree planting, and removing trees through selective thinning rather than indiscriminate clearing when necessary. Preserving and planting trees is a critical part of the City's efforts to protect and restore fish and wildlife habitat, improve air quality, and conserve water quality [36].

The City has not maintained its designation as a Tree City USA and does not currently have an urban forestry management plan that anticipates and mitigates climate impacts to its urban tree canopy. Thus, the adaptive capacity of Marysville's urban tree canopy is unlikely to protect its urban tree canopy from future climate change, which will likely lead to cascading community and health impacts.

6 Social Vulnerability Assessment

6.1 Economic Vulnerability to Climate Change

State of Sector and Parameters

The City of Marysville is strategically located between Seattle and Vancouver, B.C., which makes it a business-friendly community with a fast-growing population. The city also has various major transportation routes—such as rail routes, I-5, and the Port of Everett—that provide access to a global commerce network, market consumers, and labor force for Marysville's companies [43]. Some major employers include the Everett Clinic, Zodiac Aerospace, and Silicon Energy.

The Marysville market area is home to over 113,000 businesses, and of these, 85% are small or very small businesses that employ fewer than 25 people. Service and retail-related businesses make up the majority of the business base at slightly over 60% of



the total activity [43]. Currently, Marysville has a 68% employment rate and a 2.4% unemployment rate [44].

Nearly a third of Marysville's eligible workforce is in climate-exposed occupations, which include:

- Construction and extraction
- Farming, fishing, and forestry
- Installation, maintenance, and repairs
- Material moving occupations
- Emergency responders

This section evaluates the economic vulnerability to climate change of Marysville's local economy at the census tract level.

ECONOMIC VULNERABILITY RESULTS FOR MARYSVILLE

The economic indicators below create a vulnerability index. Indicators were primarily limited due to data availability at the census tract level.

- Lost wages due to extreme heat (exposure indicator)
- Climate-exposed occupations (sensitivity indicator)
- Unemployment rates (adaptive capacity)

Overall, economic vulnerability to climate change is uneven across the city. Areas in Marysville that have **relatively higher economic vulnerability** are located in the **central downtown Marysville** area and **north Getchell** neighborhood (Figure 14). These tracts are more exposed to extreme heat impacts, resulting in lost wages due to a large proportion of their workforce being in climate-exposed occupations. Additionally, these areas will have a lower adaptive capacity due to higher levels of unemployment.





Figure 14. Economic Climate Vulnerability (Percentile)

CLIMATE RISKS TO MARYSVILLE'S ECONOMY

Climate change impacts such as extreme heat events could create short- or long-term operational disruptions for Marysville's businesses and workforce. **Disruptions to businesses and transit will affect workers unevenly. Extreme heat and its impact on Marysville's workforce are the only major quantifiable economic risk factor for this sector. However, other climate impacts such as flooding to businesses will be discussed but will refer to datasets from other sections in this report.**

Businesses located within the current 100- and 500-year floodplains and workers whose livelihoods depend on these businesses are likely to be the most vulnerable to significant flood-related damage. This area includes the downtown district along Ebey Waterfront and the census tracts in the north, northeast, and east of the city (see <u>Sea</u> <u>Level Rise</u>). Future development of waterfront businesses and infrastructure will likely be impacted by future sea level rise, which will cause coastal erosion and flooding damage to businesses.

Other climate change impacts on businesses could include:



- Increasing costs of insurance;
- Increasing costs of building energy (e.g., cooling demand);
- Increasing costs to adapt older buildings (e.g., floodproofing and weatherization);
- Disruption of supply chains; and
- Potential loss of business or employment after a climate-related event.

Community Experience

- In responses to the community survey, 11% of respondents indicated that they owned a business in Marysville.
- Two thirds (66%) of respondents indicated that during extreme weather events, their businesses experienced some kind of complication (e.g., closing their business for a day, reduced foot traffic, challenges with sourcing supplies).

Certain occupations have a greater risk of exposure to climate change impacts. With Marysville's climate-exposed workers making up approximately a third of the entire eligible workforce, the City will likely experience significant loss of labor hours due to extreme heat, affecting residents' livelihoods and the flow of local goods and services.

People working outdoors or performing duties that expose them to extreme weather such as emergency responders, construction workers, farmers, and other outdoor laborers, are at highest risk of losing wages due to extreme heat. Decreased air quality due to wildfire smoke may limit the ability of outdoor workers to continue working during wildfire smoke days, which is expected to continue increasing in the future [45, 46]. For example, during heat dome events, workers had reduced labor hours (i.e., devoted less time to work) on days with high temperatures to avoid heat-related health risks. A reduction in worktime during high-heat events results in lost income for workers in these climate-exposed occupations [47].

Some outdoor workers may have additional risk factors (low income, 65 and older, preexisting health conditions, etc.) that can increase their overall economic vulnerability to climate change. For example, older adult workers with existing health conditions can be more sensitive to extreme heat [48]. Climate conditions can amplify existing health and safety issues and could lead to new unanticipated hazards, increased labor hours lost due the lack of access or inability to work, and strained financial safety nets if these occupational hazards require acute or chronic medical care.

With 2°F of warming, we estimate that the City of Marysville will see \$2.9 (2017 dollars) million worth of lost labor hours per year due to extreme heat for climate exposed



occupations. This will result in a potential revenue loss to the city's economy.² In particular, the Getchell neighborhood (census tracts 527.01 and 527.09) is relatively more vulnerable due to higher relative exposure and sensitivity to lost wages attributed to extreme heat impacts.

ADAPTIVE CAPACITY

As Marysville continues to grow, the City has a stake in ensuring long-term fiscal and economic health while maintaining the community's quality of life and small-town feel [49]. The City partners closely with Economic Alliance Snohomish County and the Greater Marysville Tulalip Chamber of Commerce to strengthen economic vitality, increase job creation and support workforce development, and expand education opportunities. These supportive services likely contribute to the City's low unemployment rate (2.4%) relative to the Washington State's unemployment rate (4%) and the Puget Sound region's unemployment rate (2.6%) [50].

Economic wellbeing

Homeowners and renters in Marysville will likely be impacted by future climate impacts such as property damage due to flooding. 32% of Marysville's households (26% of owners, 47% of renters) are cost burdened, meaning that individuals are spending 30% or more of their income on combined transportation and housing costs [51] [31].

North and Central Marysville generally have a higher cost burden [52]. Furthermore, these census tracts have more elderly residents, low-income residents, and residents with a disability, which makes them more sensitive to financial impacts from climate change. For example, lost wages due to extreme heat or poor air quality for prolonged periods of time may lead to some residents discontinuing health care services or reducing usage of HVAC systems—services and amenities that increase adaptive capacity—which in turn makes them more vulnerable to climate change impacts.

Local businesses and economy

While Marysville is planning to make significant infrastructure investments to position downtown for growth and redevelopment in the 2024 Comprehensive Plan update, future development and existing businesses for the downtown and waterfront revitalization efforts will be at higher risk for SLR and flooding impacts. This will lower their ability to cope and adapt to future flooding events, which are expected to become more frequent and more intense. This will be particularly important for Marysville because of the large percentage of businesses that are classified as small businesses, which generally have lower adaptive capacity to financially prepare for, withstand, and recover from extreme events.



² EPA standard wage used in the CIRA 2017 report. Calculated by average hourly rate *x* number of hrs. lost.

Community Experience

Recommendation from community survey

Businesses are prepared for extreme heat events and heat waves but could use additional assistance in installation of air filters for wildfire smoke. Businesses could also adjust to a hybrid work environment for its employees, further building resiliency to future projected weather events that may disrupt transit routes important for commuting.

6.2 Communities & Neighborhoods

State of Sector and Parameters

As Marysville experiences more climate change impacts and extreme events, its residents and communities will likely be stressed in multiple ways. Community health and residents' health will be affected by extreme heat, more intense flooding, and poor air quality due to wildfire smoke. Access to different resources and amenities—such as parks, grocery stores, and tree canopy coverage—will be affected, likely leading to worse health outcomes for affected residents. Sensitive groups such as older members of the community and those with disabilities will be disproportionately affected by these impacts.

Community Climate Vulnerability

According to the climate vulnerability assessment, the northeastern and central areas of Marysville are more vulnerable than those in the middle and southern areas (Figure 15). These areas have less access to parks, fewer food options, and higher incidences of asthma and air quality-related mortality. Areas along the shoreline are also vulnerable due to their proximity to floodplains and exposure to rising sea levels. When focusing on policy decisions, Marysville should consider these areas as high risk and dedicate resources to increase their resilience and adaptive capacity.





Figure 15. Community Climate Vulnerability (Percentile)

PARK AMENITIES AND ACCESS

Parks provide many amenities and benefits for communities—such as providing shade, recreational opportunities, and green spaces—that result in physical and mental health benefits for residents and users. Parks and urban trees can provide shade for neighborhoods, mitigating heat island effects and helping residents—particularly sensitive groups such as elders—stay cool during heat waves. The Trust for Public Land found that communities within a 10-minute walk to a park are often 6° F cooler than other communities with less park access [53]. Park features—such as shelters and splash ponds—can also be an important strategy to help residents cope with prolonged heat, such as during the 2021 Heat Dome Event.

Parks also act as a community connector, where residents can engage with family, friends and neighbors, building their social capital. Social connectivity to neighbors can be an important element of resiliency post-extreme events. Marysville's parks are a vital part of the community, with 60% of survey respondents saying they visit parks at least two times a month or more, with another 36% saying they visit at least once a week.



The top visited parks according to the same survey are Jennings Memorial and Nature Parks, Ebey Waterfront Park and Comeford Park [54].

Climate Risk to Parks

As temperatures rise, parks will be stressed by extreme heat, drought, and flooding. Parks along shorelines and in floodplains – such as Jennins Memorial Park – will experience more frequent and intense flooding due to more extreme precipitation in the winter months (Figure 16). Ebey Waterfront Park, one of the most popular parks in Marysville, is in the 100- and 500-year floodplains, and current flooding will be exacerbated by sea level rise.

The increase in hot days and extreme heat events across Marysville will put more stress on green areas, stressing trees and making them more susceptible to disease and pests. Warmer temperatures can alter the growing season for trees, as some deciduous trees need colder weather in the winter to fully reset and grow buds in the spring [55]. Stressed trees from increased heat and drought conditions provide can facilitate pest outbreaks, with insects taking advantage of stressed and weakened trees. Other species, including invasive plant species, will have a longer growth period and take advantage of warmer weather, allowing them to outcompete native plants for resources [56].





Figure 16. Parks at risk of flooding and sea level rise

Adaptive Capacity for Parks

The City of Marysville spends 6% of its general funds on parks [54]. According to Marysville's Comprehensive Plan, this is less than half of other communities of similar size in Washington [54]. The Parks Department oversees 46 different parks, trails, information kiosks and other assets, totaling 522.34 acres of public parks and 22.78 miles of trails [54].

Proximity to parks is an important amenity for residents, helping to cope with heat and providing important mental and physical health benefits [57]. Being able to access parks quickly and easily allows residents to exercise, improve mental health, and access



respite from urban heat and noise. Currently over half of Marysville residents (57%) lives within 0.5 miles of a park (Figure 17) [58]. Out of a population of 72,733 in 2021, 30,935 people lived outside a 10-minute walk. Park access across different incomes is evenly split, with 58% of high-income individuals, 57% of middle-income households, and 54% of low-income households living within 10 minutes of a park [58]. Park access in Marysville is separated more by geography than income disparity, meaning that some geographic areas, such as Northern Marysville near Stimson Crossing, have less access to parks, despite having similar income breakdowns. While the southernly portions of Marysville have good access to parks, areas north of downtown have a noticeable lack of parks seen in Figure 16, with many areas outside a half mile of a park.

Adding additional parks to these areas would further neighborhood cohesion, resilience and help cool the local area during extended periods of heat. Marysville's comprehensive plan outlines many goals for increasing parks areas and access. Developing school areas for multiple public park uses will enable more local access to already existing infrastructures, while also acquiring new land that includes critical habitats [54].



Figure 17. Access to public parks in Marysville



FOOD SYSTEMS

In 2014, approximately 19% of children experienced hunger and food insecurity in Marysville [59]. Food security is an important indicator of resilience and adaptive capacity, as communities that can access food more readily are more able to cope with extreme weather events and climate-related hazards such as flooding [60]. Additionally, climate change will seriously impact food availability and production, further affecting populations already struggling with food insecurity [61].

Climate Risk to Food Systems

Before the COVID-19 pandemic, 8.4% of Snohomish County residents are food insecure. Of those, 55% qualify for SNAP or other food programs [62]. These numbers have only climbed as demand at food banks has skyrocketed, between the months of April and August 2021, Volunteers of America's 17 food banks have seen demand climb 138% [63]. With a changing climate and warmer weather, epidemics are expected to become more frequent, stressing food systems in a similar way seen during the COVID-19 pandemic [64]. More frequent infectious diseases, along with increased flooding, and disruptions from storms will cause disruptions to people's work, making their ability to access food more uncertain while also stressing supply lines as physical barriers to restocking become more common [61]. With I-5 being a main arterial roadway through Marysville and within a flood-zone, Marysville is at an increased risk of disruptions to supply chains.

Adaptive Capacity of Food Systems

Proximity to a grocery store is an important indicator of sensitivity to climate change. Being far from a grocery store means longer periods of time outside during extreme weather events. Traveling far for a supermarket during a heat wave or extreme heat day can lead to heat stroke, heart disease, or other complications from heat especially among older populations, and those with pre-existing conditions [65]. When flooding or storms shut down certain roads, access to a grocery store could become a much larger issue to residents, as they are unable to attain food [60]. Marysville has multiple census tracts with people living more than a half mile from a grocery store. The more northern central areas of Marysville have a larger percentage of people living a half mile from a grocery store, while eastern parts of Marysville are also at an increased chance of living in a food deserts. Half of all census tracts in Marysville have a sensitivity over 0.5 to food desert, meaning that they are particularly at risk of living in a food desert within their census tract. This means they are less able to access food options when purchasing food, and are more likely to be cut off from food supplies if important infrastructure is shut down due to flooding, landslides and other hazards [66].

The community survey results showed that grocery stores and food services were either somewhat or very convenient (91%). However, a third of survey respondents felt that transit options are not accessible, suggesting that those without a car will have less adaptive capacity to access food services during extreme events. Creating walkable, more accessible communities will help communities better prepare and respond to



extreme weather conditions. The Marysville Comprehensive Plan promotes more development but ensures equitable distribution of resources, including food access, for new developments.

PUBLIC HEALTH

Climate change impacts will have adverse effects on the public health of communities. Along with rising temperatures, and an increase in heat related health issues, more frequent wildfires and wildfire smoke will lead to increases in acute illnesses like coughing, wheezing, or asthmas attacks, and in some cases, reducing lung functions [67] [68]. Seniors and children are the most vulnerable to respiratory illnesses, children due to their developing lungs and seniors because of their already high incidence of heart and lung disease [69]. As wildfires and wildfire smoke days become more frequent, Marysville will need to help sensitive population groups prepare.

Climate Risk to Public Health

The wildland-urban interface (WUI) is a type of land use that includes transition zones where the built environment meets and intermingles with wildland or natural areas, and both contribute to increased risk to climate hazards and are at risk from climate hazards [70]. A majority of Marysville resides in the WUI, meaning that much of the area is susceptible to both wildfire, wildfire smoke, and flooding [71]. This proximity to fire fuels increases the chances of poor air quality and endangers sensitive populations – such as seniors – that may experience complications from wildfire smoke [70].

Adaptive capacity of Public Health

Populations particularly at risk from poor air quality include children (ages 0-16) and elders (65+) [67]. With wildfires engulfing much of the west from July through September, fire season has become more dangerous even for communities outside of fire zones [72]. South Marysville and northwestern Marysville will experience more excess mortality rates due to PM2.5 exposure in a warming scenario of 2°F [73]. Southeastern and central Marysville will experience increased asthma incidences among youth due to PM2.5 exposure in a warming scenario of 2°F [73]. Central Marysville already sees a high number of emergency department visits due to asthma. When wildfire smoke days coincide with extreme heat, there can be compounding impacts as warmer weather allows air flow to stagnate, trapping poor air quality close to the ground.

With summertime maximum temperatures in Marysville expected to rise by 6.2°F by 2050, prolonged exposure to extreme heat will disproportionately affect sensitive groups like the elderly, youth, and people without AC [12]. These sensitive populations, who are more susceptible to heat-related illnesses and injuries, will need assistance with finding cooling centers and acquiring services to help cool and filter air in their homes, such as

airtight windows, HVAC systems and air filters, and other technologies [67].



7 Recommended Adaptation Policies

Based on results of this climate vulnerability assessment, our review of the City's 2015 Comprehensive Plan, and best practices and model policies in the region, Cascadia recommends including a set of new and revised existing policies in the City's next Comprehensive Plan update.

The policies we recommend fall under the following categories:

- Adaptation policies. These policies focus on building resiliency and managing the impacts of climate change by protecting vulnerable communities and biological systems.
- **Community-focused policies.** These policies center environmental justice and equity, seeking to address the unequal burdens created by climate change through an equitable distribution of accountability, benefits, and opportunities. Building climate equity improves community climate resilience and is important enough to include as its own category of policies.
- **Overarching climate policies.** These can help the City incorporate climate planning—including climate adaptation, equity, and mitigation—into policies, plans, and practices.

ID#	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
A numerical identifier for policies in each category	Brief description of policy	Model policy language for potential integration into a comprehensive plan.	Relevant comprehensive plan elements and any related policies from the 2015 Comprehensive Plan.

For each recommended policy, we include the following elements in a table format:



Community Experience

Most respondents to the community survey indicated that they are concerned about extreme weather events, but fewer feel prepared for extreme weather events.

- Four out of five respondents (80%) in the Marysville community are concerned about extreme weather events and a majority of respondents (70%) feel that climate change is a problem now or will be soon.
- Two thirds of respondents are concerned about extreme heat (65%) and poor air quality (63%). A lower number, approximately one third, are concerned about drought (37%) and flooding (37%).
- **Respondents feel most prepared for extreme heat**, with a majority (72%) of the people who indicated they are concerned about extreme heat feeling at least somewhat prepared for it. However, one fifth of respondents (21%) who are concerned about extreme heat do not feel prepared for it at all.
- Many respondents do not feel prepared for drought, flooding, and poor air quality due to smog and wildfire smoke. Out of the respondents who indicated they are concerned about each of these events, 57% do not feel at all prepared for drought, 52% do not feel at all prepared for flooding, and 41% do not feel at all prepared for poor air quality.

Although climate change mitigation is not within the scope of this CVA, we also recommend that the City consider including climate mitigation policies in its next Comprehensive Plan. There are a range of climate mitigation policies that can be packaged with adaptation policies for multiple co-benefits. For example, reducing GHG emissions via energy efficiency retrofits can also increase the resiliency of the energy grid during periods of high energy demands, such as during heatwaves.



7.1 Adaptation Policies

Adaptation policies can directly address key climate vulnerabilities for the City by 1) reducing exposure to climate impacts; for example, by increasing tree canopy cover to reduce exposure to extreme heat, 2) reducing sensitivity to climate impacts; for example, reducing sensitivity to wildfires by supporting forest health, and 3) increasing adaptive capacity; for example, by improving access to affordable food. Recommended policies fall into the following subcategories:

- Overarching Adaptation
- Public Health & Emergency
 Preparedness
- Energy Storage & Grid Resiliency
- Extreme Heat
- Wildfire Smoke
- Extreme Precipitation and Flooding

- Wildfire
- Critical Infrastructure & Utilities Resiliency
- Ecosystem Health & Resiliency
- Tree, Forest, Open Space, & Canopy Protection & Restoration
- Sea Level Rise

OVERARCHING ADAPTATION

The first recommendation is to periodically update this CVA to ensure that latest climate projections and community data can inform City decisions.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
1	Climate risk evaluation & monitoring	Periodically update a climate vulnerability and risk assessment that includes a focus on the built environment, communities, and natural systems. Support enhanced data collection for hazard events to provide a fuller understanding of the community's hazard characteristics—including identifying demographic groups/community members most vulnerable to climate impacts. Use assessment findings to evaluate changes to Comprehensive Plan goals and policies and enhance resilience.	Environment (EN-68)

PUBLIC HEALTH & EMERGENCY PREPAREDNESS

Climate hazards—such as increased air pollution, extreme heat, and flooding—present a threat to public health and safety. Grounding climate preparedness work in climate



and health equity, with a focus on frontline communities, will help ensure that efforts help address disproportionate impacts on the most vulnerable community members.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
2	Local hazard mitigation planning	Integrate local climate impacts risk assessment into hazard mitigation planning.	Environment
3	Emergency planning & operations integration	Factor climate impacts into the planning of operations and coordination of preparedness, response, and recovery activities.	Environment (EN-67)
4	Frontline community resilience	Prioritize investments, policies, programs, and projects that equitably reduce climate change impacts on vulnerable communities and increase resilience. This includes actions that address the impacts of extreme weather events on those experiencing homelessness.	Environment, Public Facilities & Services
5	Public communications	Include messages on the impacts of climate change on health and safety, including information to help residents plan and practice actions to protect themselves from these impacts, in outreach efforts. Outreach and materials should be provided in languages representative of community needs.	Environment

ENERGY STORAGE & GRID RESILIENCY

Energy demand is expected to increase in response to more extreme heat days and population growth. Working with local utilities to ensure grid reliability, energy diversification, and sufficient storage capacity will be key to creating a resilient energy system as the population continues to grow and the region experiences more extreme weather events that increase energy demands.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
6	Non-City managed utilities	Work with and encourage Snohomish County PUD to plan, site, build, and maintain an electrical system that meets the needs of existing and future development, and provides highly reliable service for City customers. Coordinate with non-city utility providers to ensure planning for system growth is consistent with the city's Comprehensive Plan and growth forecasts.	Utilities
7	Advocate for increased grid reliability	Advocate for energy utilities to adopt efficient practices and explore alternative energy resources in order to help meet long-term energy needs and reduce environmental impacts associated with traditional energy supplies.	Utilities



	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
8	Advocacy through state and utility regulatory rulemaking and legislation	Advocate for increased grid reliability through state and utility regulatory rulemaking and legislation that supports demand response and storage technologies that reduce peak load and provide grid flexibility.	Utilities

EXTREME HEAT

Implementing heat resilience plans and integrating extreme heat response considerations into emergency plans will build community resilience to increasing temperatures and extreme heat waves.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
9	Urban heat resilience planning & response	Develop and implement an urban heat resilience plan or strategy that includes heat mitigation and management actions to prepare for and respond to chronic and acute heat risk in the community. The strategy should be informed by urban heat island mapping and may include coordinated efforts such as cooling centers, early warning systems, development/land use codes, and energy grid resilience.	Environment, Land Use, Public Facilities & Services
10	Heat-mitigating development & land use	Review and update land use and development codes to encourage the use of passive cooling approaches to reduce urban heat island effects. Energy efficient cooling technologies, reflective and/or vegetated roofs, and the integration of trees, landscaping, and green space should be implemented to help reduce the health effects of extreme heat on frontline communities and vulnerable populations.	Environment, Land Use
11	Extreme heat community capacity and resources	Identify communities disproportionately impacted by extreme heat events and prioritize equitable access to emergency preparedness resources for vulnerable populations and areas. Develop and distribute tools and resources for the community to stay safe during extreme heat events.	Environment (EN-61)



WILDFIRE SMOKE

Ensuring that there is equitable access to clean air and education surrounding smokemitigation techniques plays a key role in building community resilience to wildfire smoke.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
12	Increase awareness and access to community resilience hubs	Work with community partners to establish resilience hubs that can serve as clean air centers for use by the public during wildfire smoke events, particularly in areas that experience poor air quality and in areas where residents are less likely to have access to air filtration where they live.	Environment (EN-61)
13	Improve indoor air quality	Encourage the use of methods that contribute to improved indoor air quality during wildfire smoke events.	Environment
14	Equitable access to education and outreach	Provide community education and outreach on wildfire smoke mitigation practices. Ensure outreach is accessible and prioritize frontline communities.	Environment

EXTREME PRECIPITATION & FLOODING

It is important to ensure that new and existing infrastructure is resilient to extreme precipitation events and flooding. Building adaptation against flooding decreases damage and reduces health concerns associated with urban, riverine, and coastal flooding events.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
15	Stormwater retrofits	Identify opportunities to retrofit undersized stormwater infrastructure and areas with uncontrolled runoff to improve flow control and water quality, with a priority on locations providing the most benefit, areas identified as most vulnerable to extreme precipitation climate impacts, and areas that are historically under-resourced.	Environment
16	Improving stormwater and low-impact development standards	Review and update development codes and design standards to increase requirements for stormwater facility sizing, adopt nature-based solutions and low-impact development, and minimize impervious surface areas in private development and city capital improvements.	Environment (EN-8)
17	Integrate climate change impacts into stormwater planning	Account for climate change impacts in planning, designing, and operating stormwater management approaches, including stormwater infrastructure and stormwater best management practices.	Environment (EN-66)



	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
18	Drainage and wastewater improvements to reduce flooding	Identify and reduce flooding through improvements to drainage and wastewater systems and reductions in impervious surfaces and runoff, particularly in traditionally underserved areas.	Environment
19	Improve flooding resiliency	To help increase resilience to flooding, protect and restore— and, where possible, enhance—existing flood storage, conveyance, and ecological functions and values of floodplains, wetlands, and riparian corridors	Environment (EN-36), Parks (PK- 27)

WILDFIRE

Policy goals are to protect infrastructure, natural areas, and community health from the impacts of wildfire. Government operations should ensure that there is equitable access to and education for wildfire plans, including preparedness, response, recovery, and evacuation plans.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
20	Wildfire plans	Develop community wildfire preparedness, response, and recovery plans.	Environment (EN-65), Parks
21	Equitable access to education and outreach	Provide community education and outreach on wildfire mitigation best management practices and expand household- level wildfire mitigation assistance.	Environment
22	Increase monitoring and control	Increase monitoring and control of noxious weeds and invasive species that increase wildfire risk, particularly in more fire- prone areas like roadsides and utility corridors.	Environment
23	Collaborative forest management	Actively manage municipal forests (e.g., parks and greenbelts) to decrease climate-exacerbated risks from severe wildfires, protect residents, and improve ecosystem health and habitat. For forests beyond your jurisdiction's span of control/responsibility, encourage appropriate partners (tribes, state agencies, counties private forest owners etc.) to lead implementation.	Environment, Parks

CRITICAL INFRASTRUCTURE & UTILITIES RESILIENCY

Utility infrastructure will be affected by climate hazards such as extreme heat and drought, flooding, wildfires, and sea level rise. These impacts will necessitate



implementation and enforcement of conservation policies and climate-resilient infrastructure.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
24	Environmental best management practices & design standards	Account for climate change impacts when planning, siting, designing, and operating capital facility, utility, and infrastructure projects.	Land Use, Utilities (UT- 2, UT-4, UT- 5)
25	Utility outreach and education	Coordinate and support public education by utility providers that raises awareness of the need for water and energy conservation and empowers individuals across diverse audience segments to take action.	Utilities

ECOSYSTEM HEALTH & RESILIENCY

These policies will help ensure that forests, wetlands, prairies, and other ecosystems are resilient to extreme weather, invasive species, diseases, and other impacts worsened by climate change. Conserving and enhancing environmentally critical areas provides co-benefits, such as enhancing green spaces that mitigate heat and flooding impacts, sequestering carbon, and protecting culturally important resources.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
26	Critical area policies	Use best available climate science to identify and protect environmentally critical areas by strengthening, revising, and enforcing codes for critical areas—including fish, trees, frequently flooded areas, unstable slopes, and associated areas and ecosystems—to protect and increase the resiliency of native habitats.	Environment (EN-9, EN- 10, EN-11), Parks (PK- 28)
27	Climate-smart fish passage improvements	Incorporate hydrologic climate impacts into the design of water crossing structures (i.e., climate-smart culverts and bridges) for fish passage and habitat quality.	Environment
28	Aquatic ecosystem restoration	Restore riparian zones, estuaries, wetlands, and floodplains to achieve healthy, intact, and fully functioning aquatic ecosystems and foster resilience to climate change.	Environment
29	Wildlife corridor protection	Protect wildlife corridors to minimize habitat fragmentation, especially along existing linkages and in patches of native habitat.	Environment



TREE, FOREST, OPEN SPACE, & CANOPY PROTECTION & RESTORATION

Increased green space and tree canopy can provide relief during periods of extreme heat and mitigate against the heat island effect by providing shade and cooling paved spaces. These policies support preservation and access to green and open spaces and enhance tree canopy cover and regional forest management to bolster climate resilience.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
30	Urban tree canopy protection & expansion	Review, update, and implement tree protection codes to increase tree retention. Encourage the protection, maintenance, and expansion of tree canopy throughout the community, prioritizing residential and mixed-use areas with the least current tree canopy to equitably distribute benefits.	Environment (EN-50), Parks
31	Forest master plan	Adopt a forest master plan to maintain and expand tree canopy cover, improve tree health, and foster climate resilience.	Environment, Parks (PK- 31)
32	Municipal forest management	Actively manage municipal forests (e.g., parks and greenbelts) to decrease climate risks, protect residents, and improve ecosystem health and habitat.	Environment, Parks (PK- 31)
33	Forest stewardship education and incentives	Prevent loss of private forestland through forest stewardship education and expansion of landowner incentives, including tax incentives and payment for ecosystem services.	Environment, Parks (PK-33 through PK- 40)
34	Equitable access to parks and green spaces	Ensure equitable access to parks, green space, and recreational services for all residents.	Parks (PK- 32)

SEA LEVEL RISE

Policy goals are to ensure that coastal ecosystems and infrastructure are resilient to a sea level rise and associated flooding impacts.

Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
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35	Assess and integrate flooding risk in planning efforts	Environment	
36	Integrate sea level rise preparedness in planning	Update local land use codes to reduce the risks of sea level rise for shoreline development.	Environment, Land Use
37	 Improve sea level rise resiliency To foster resilience to climate change in ecosystems and species, prioritize restoration of coastal environments. Proposed restoration projects should account for projected sea level rise and characteristics of the site and adjacent areas. Work with restoration professionals, permit staff, state agencies, and other partners to ensure that both City-led and independent restoration projects in Marysville consider sea level rise impacts. 		Environment, Land Use
38	Outreach and engagement to frontline communities	Ensure outreach is accessible and prioritize frontline communities. Develop and integrate information about climate change impacts on sea level rise into communications and engagement activities, helping to build greater public understanding of how climate change affects coastal flooding and capacity for resilience to current and future flood risk.	Environment, Land Use

7.2 Community-focused Policies

Climate change will have disproportionate impacts on some communities due to existing and historic racial, social, environmental, and economic inequities. These same inequities can create significant barriers to community participation in decision-making processes. Climate equity alleviates burdens that climate change puts on communities, thereby improving resilience to climate change.

Recommended community-focused policies fall into the following subcategories:

• Supporting vulnerable communities

- Green, affordable housing
- Food access and food security
- Community engagement
- Reducing displacement
- Air quality

Green jobs



VULNERABLE COMMUNITIES

Some communities, such as lower-income communities and communities of color, are more vulnerable to climate change impacts, making it important to ensure that climate adaptation policies prioritize efforts within these communities. Supporting investment, programs, and engagement within these communities can minimize disproportionate impacts of climate change on vulnerable communities and focus and maximize associated benefits.

	Policy Short Name	Short Model Policy Statement	
1	Investment, policy, program, and project prioritization	estment, licy, ogram, and oject oritization ldentify and address the disproportionate impacts of climate change on communities of color and lower-income communities when prioritizing investments, policies, programs, and projects. Prioritize investments, policies, and programs that address existing disparities in the distribution of environmental burdens and benefits. Ensure benefits are accessible to and focused on underserved communities.	
2	Support and invest in community leadership	and Invest in community-driven climate planning processes, share decision-making power, and co-develop climate actions and priorities, particularly with frontline communities.	
3	Community service accessImprove access to services throughout the community by investing in partnerships with frontline communities to co- identify and remove systemic and physical barriers to services that increase climate resilience.		Housing, Utilities, Transportation, Land Use
4	Homelessness programsPlace special emphasis on extreme weather events that impact programs addressing those who are most vulnerable to homelessness.		Land Use, Housing
5	Environmental impacts assessment	Routinely assess facilities and services to determine the environmental impacts they may be having on marginalized populations. Identify ways to mitigate those impacts.	Land Use, Utilities, Transportation, Parks Economic Development, Environment

COMMUNITY ENGAGEMENT

Climate policies and actions have a direct effect on how communities experience and recover from climate impacts. When making such policies, it is important to ensure that overburdened communities have their voices heard. Equitable engagement leads to more effective policies and empowered communities.



	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
6	Accessible & culturally contextualized engagement	Create and implement culturally contextualized outreach and education initiatives and materials that inform the community of climate change threats and ways to prepare and build resilience.	Environment
7	Diverse audience engagement	Invite and involve a diversity of individuals, groups, and agencies in climate engagement activities, including low- income communities, people of color, people with limited English proficiency, immigrant and refugee populations, and other stakeholders.	
8	Community partnerships	ty ips Build and support partnerships with community organizations with the capacity and relationships to convene diverse coalitions of residents and to educate and empower them to implement climate actions.	
9	Ample engagement opportunities & feedback incorporation	Provide ample opportunities to engage the community around climate and sustainability issues and needs and incorporate feedback into ongoing programs and initiatives. Include periodic community surveys to solicit feedback and understand concerns. Intentionally engage communities that are most affected by proposals and plans.	
10	Regional collaboration	Collaborate with local cities and other partners to prepare for the effects of climate change on the environment, human health, public safety, and the economy at the local, regional, and state levels.	
11	Education and outreach	Exation and Dedicate resources for ongoing, inclusive public education and outreach that engages the diverse segments of the community and increases awareness of climate change preparedness and adaptation strategies.	
12	Frontline community engagement	Build capacity to engage with frontline communities in ways that acknowledge inherent power dynamics, privilege, and historic harm to create foundational long-term partnerships by preparing staff with knowledge, awareness, ground rules, tools, background in environmental/climate justice, and equity trainings.	All

REDUCING DISPLACEMENT

Climate adaptation plans that invest in policies to improve transit routes, walkability, and more energy efficient housing are associated with a rise in housing costs. There is a need to develop and implement policies that also invest in housing affordability and antidisplacement measures alongside these climate action plans and initiatives to ensure that there are no unintended equity consequences.



	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
13	Displacement near transit- oriented locations	Reduce and prevent displacement of households and businesses from transit-oriented locations, with a focus on low-income households and small businesses.	Land Use, Housing, Transportation, Economic Development
Climate- driven displacement mitigation strategiesIdentify and expandisplacement strating displacement strating		Identify and expand community-centered anti- displacement strategies and climate-resilient infrastructure to mitigate housing insecurities exacerbated by climate change and/or gentrification.	Land Use, Housing, Transportation, Economic Development
15	Municipal services to prevent displacement	Work toward a distribution of growth that promotes equitable access for frontline communities and reduces the potential for displacement through services such as municipal emergency preparedness, affordable energy prices, and accountable utilities with consideration of climate impacts such as extreme heat, flooding, wildfire smoke, and drought.	Land Use, Housing, Utilities, Transportation, Economic Development, Public Facilities & Services

AIR QUALITY

Low-income communities are disproportionately exposed to poor air quality because of historical land use policies that have sited these communities near industrial sites or high-density traffic areas. Homes within these communities are also typically less equipped than others to cope with climate hazards, such as with air filters or HVAC capacity that can improve indoor air quality during wildfire events. Investing in monitoring, improvements, and programs will help overburdened communities adapt to climate change.

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
16	Air quality monitoring and tracking programsPartner with Puget Sound Clean Air Agency to track and monitor air quality and potentially reevaluate plans to ensure they align with 100% of US EPA National Ambient Air Quality Standards.		Environment
17	Air quality improvements near traffic corridors Consider and seek to reduce the potential health impacts of air pollution on residential populations and other sensitive uses near corridors with high volumes of vehicle traffic.		Transportation, Environment



18	Air quality community outreach, education, & programming	Conduct community outreach to educate the public on air pollution sources and provide resources to mitigate poor air quality impacts, such as providing filter fans for at-risk community members during wildfire smoke events.	Housing, Environment
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GREEN, AFFORDABLE HOUSING

Overburdened communities face barriers and challenges that limit their access to climate resilience services and amenities, such as renewable energy, transit-oriented development, and neighborhood amenities. Intentionally investing in affordable housing can help to improve a city's ability to adapt to and mitigate climate change.

	Policy Short Name	y Short Model Policy Statement	
19	Renewable energy access improvements Support projects that bring renewable energy to communities of color, low-income populations, and members of limited-English speaking communities, based on evaluation and assessment of barriers and challenges.		Housing, Utilities
20	Green, affordable land use & development	 uphold the Growth Management Act to prioritize dense, mixed use, transit-oriented development (TOD) and affordable housing by encouraging integrated site planning and green building, with a focus on early consideration of these considerations in the site development process. Encourage the location of new green, affordable housing units near community amenities and services, such as transit and green space. 	
21	Green, affordable housing for unhoused populations Give intentional consideration to a local community response to homelessness with affordable, green housing and supportive services provided.		Housing

FOOD ACCESS AND FOOD SECURITY

Climate change is expected to exacerbate food insecurity. Expanding local food capacity, production, and distribution networks can increase security and access to affordable and healthy foods. Supporting food access and security has co-benefits such as increased green space, community health improvements, and community empowerment.



	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
22	Food insecurity programs Explore and support the development of programs focused on the production and distribution of affordable and healthy foods to communities that live in areas experiencing food insecurity and have low accessibility to public transit, people with disabilities and/or who have health disparities, and people who are disproportionately impacted by climate change. Provide education around nutritional benefits of healthy food options.		Public Facilities & Services
23	Use of City land for food growth	Consider using City land to expand the capacity to grow, process, distribute, and access local food, particularly for distribution to multi-family developments and households in need.	
24	Access to healthy food Encourage local food production, processing, and distribution through the support of home and community gardens, farmers' markets, community kitchens, and other collaborative initiatives to provide healthy foods and promote food security.		Public Facilities & Services
25	Culturally appropriate food opportunities	Encourage public and private efforts that support culturally appropriate food opportunities—including grocery stores, farmers' markets, food banks, and nutrition programs— especially to meet the nutritional needs of infants, children, elders, and other vulnerable populations in their neighborhoods.	Public Facilities & Services

GREEN JOBS

As climate policies are implemented, there will be a shift in workforce needs towards those that cater more to green and sustainable industries. Supporting programs that create green job transitions and invest in skills development will ensure that lower-income communities and communities of color aren't left behind during this transition.

	Policy Short Name	Policy Short Iame Model Policy Statement	
26	Just green jobs strategy	Develop a green jobs strategy in partnership with community groups, lower-income communities, communities of color, and businesses that: (1) supports sustainable practices, green skills development, and the low-carbon transition of the City's impacted industries; (2) develops pathways for youth and impacted workers to transition into green jobs; and (3) ensures opportunities (e.g., local hiring requirements) for these jobs.	Economic Development



	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
27	Equitable green workforce	Develop an equitable green workforce that is representative of the diversity of City's communities and reflects the diverse skill sets, knowledge systems, and experiences of City's communities through targeted hiring, workforce development, community agreements, and creating intentional pathways for frontline communities across sectors and seniority levels.	Economic Development

7.3 Overarching Policies

Effectively preparing for climate change requires ensuring that policies, plans, practices, and procedures that influence day-to-day decision-making account for climate change impacts. The following policies are recommended for inclusion in Marysville's next Comprehensive Plan to institutionalize climate considerations into City planning & decision-making.

CLIMATE	LENS	IN	DECIS	SION-N	IAKING
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	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
1	City and Countywide planning alignment	Integrate climate mitigation, adaptation, and climate equity into City plans, processes, and procedures that reduce climate change vulnerabilities and increase climate resilience. Align with County Climate Action Planning to maximize synergies with existing and planned efforts.	All
2	Climate lens for City decision- making	Apply a "climate lens" to City decision-making and activities. Evaluate climate change & GHG implications in City policy options and decisions, including consideration of the social cost of carbon and equity implications in policy cost-benefit analysis.	All
3	Environmental impacts consideration	Balance the immediate and long-range environmental impacts of policy and regulatory decisions in the context of the City's commitment to provide for public safety, infrastructure, economic development, and other obligations.	
4	Use best available science	Use the best available climate science to reduce GHG emissions and plan and prepare for the likely impacts of climate change on City-owned facilities, infrastructure, and natural resources.	All



ALIGN FUNDING

	Policy Short Name	Model Policy Statement	Relevant Comp Plan Element
5	Build capacity to administer public grants	Build capacity to administer grants that support equitable climate adaptation and mitigation initiatives and projects.	All
6	Align budget with climate goals	Align annual or biannual budget decisions around climate action goals.	All

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9 Appendix A: Full List of Considered Indicators

Please see the <u>Methodology</u> for a full description of how we identified and vetted indicators for this CVA. The tables below, sorted by CVA focus area, illustrate the full list of indicators that were considered and whether they met each criterion to be included in the analysis.

CROSS-CUTTING INDICATORS

Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	100-year floodplain	Yes – flooding is directly tied to climate impacts	Yes	Yes	Yes	Washington Department of Ecology [74]
Exposure	500-year floodplain	Yes – flooding is directly tied to climate impacts	Yes	Yes	Yes	Washington Department of Ecology [74]
Exposure	90°F max humidex days, 2040-2069 and 2070-2099	Yes – extreme heat directly tied to climate change. This indicator is related to health impacts.	Yes	Yes	Yes	University of Washington Climate Impacts Group [12]
Exposure	Summer maximum temperature, 2040-2069 and 2070-2099	Yes - extreme heat directly tied to climate change. This indicator is related to impacts to infrastructure	Yes	Yes	Yes	University of Washington Climate Impacts Group [12]
Exposure	Impervious surfaces	Yes – related to urban heat island effect and flooding	No – available datasets were not complete	Yes	No	Washington Tracking Network_[75]



Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	Low-lying areas	Yes – combined with impervious surfaces, can indicate areas at risk of flooding	No – did not locate	N/A	No	N/A
Exposure	Capacity- constrained drainage systems	Yes – combined with impervious surfaces, can indicate areas at risk of flooding	No – did not locate	N/A	No	N/A
Exposure	Extreme precipitation, 2040-2069 and 2070-2099	Yes – extreme precipitation is directly tied to climate change	Yes	Yes	No – only included in Climate Impacts chapter	University of Washington Climate Impacts Group [12]
Exposure	Sea level rise, 2040-2069 and 2070-2099	Yes – sea level rise is directly tied to climate change	Yes, from the Everett, WA tidal station	Yes	Yes	University of Washington Climate Impacts Group [12]
Exposure	Wildland-urban interface	Yes – this is not a projection of wildfire risk, but indicates that some variables contribute to wildfire risk	Yes	Yes	No – only included in Climate Impacts chapter	Washington State Department of Natural Resources [71]
Exposure	Landslide risk: slope hazards	Yes – climate-related extreme precipitation and wildfires are linked to increased landslide risk	Yes	Yes	Yes	City of Marysville GIS [76]
Sensitivity	Social equity index	Yes – social factors are predictors of	Yes	No – this national-level	No	United States Council on Environmental Quality [77]



Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
		severity of climate change impacts on some groups		dataset did not provide useful information at the local level		

COMMUNITIES & NEIGHBORHOODS INDICATORS

Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	Air quality & social vulnerability: PM2.5 exposure, asthma exposure, and asthma emergency department visits	Yes	Yes	Yes	Yes	US EPA [78]
Exposure	Extreme heat mortality & social vulnerability	Yes	Yes	Yes	Yes	US EPA [79]
Sensitivity	Cultural centers	Yes	No	N/A – didn't locate	No	N/A
Sensitivity	Food deserts and food security	Yes	Yes	Yes	Yes	USDA Economic Research Service [80]



Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Adaptive capacity	Access to parks (within 0.5 miles of a park)	Yes	Yes	Yes	Yes	City of Marysville GIS [81]
Adaptive capacity	Tree canopy coverage	Yes	Yes	Yes	Yes	City of Marysville GIS [82]
Adaptive capacity	Health insurance coverage	Yes	Yes	Yes	Yes	US Census Bureau [83]
Adaptive capacity	Vehicle access	Yes	No	No	No	N/A

ECONOMY INDICATORS

Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	Labor hours lost due to extreme heat	Yes	Yes	Yes	Yes	US EPA [84]
Sensitivity	Employment by occupation	Yes – outdoor occupations (Construction and extraction; farming, fishing, and forestry; installation, maintenance, and repairs; material moving occupations; and emergency	Yes	Yes	Yes	US Census Bureau [85]



		responders) are more climate-exposed than others				
Sensitivity	Small businesses	Yes – small businesses are less able to stay open during/after extreme weather disruptions	No	N/A – didn't locate	No	N/A
Adaptive capacity	Unemployment rates	Yes – related to ability to seek new work	Yes	Yes	Yes	US Census Bureau [86]

INFRASTRUCTURE INDICATORS

Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	Community transit routes	Yes	Yes	Yes	Yes	City of Marysville GIS [87]
Exposure	Community transit stops	Yes	Yes	Yes	No – information is redundant with community transit routes	City of Marysville GIS [88]
Exposure	Bridge overpass	Yes	No	Yes	No – bridge overpasses and culverts were combined in this dataset	City of Marysville GIS [89]
Exposure	Gas stations	Yes	Yes	Yes	Yes	City of Marysville GIS [90]



Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	Railroad crossings	Yes	Yes	Yes	No – did not provide essential information that transportation priority routes and rail lines show already	City of Marysville GIS [91]
Exposure	Rail lines	Yes	Yes	Yes	Yes	City of Marysville GIS [92]
Exposure	Sewer facilities	Yes	Yes	Yes	Yes	City of Marysville GIS [93]
Exposure	Water facilities, including Stillaguamish Water Treatment Plant	Yes	Yes	Yes	Yes	City of Marysville GIS [94]
Exposure	Stormwater facilities, stormwater lines, stormwater outfalls, stormwater culverts	Yes	Yes	Yes	Yes	City of Marysville GIS [95]
Exposure	Bridges and tunnels	Yes	Yes	Yes	Yes	City of Marysville GIS [96]

NATURAL SYSTEMS INDICATORS

Vulnerability Element	Indicator	Relevant?	Available at High quality?	Appropriate Spatial Resolution?	Included in Analysis?	Source
Exposure	Shoreline zone	Yes	Yes	Yes	Yes	City of Marysville GIS [97]



10 Appendix B: Community Survey Summary

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10.2 Introduction

Cascadia Consulting Group (Cascadia) created this survey on behalf of the City of Marysville as part of the 2023 Climate Vulnerability Assessment. These survey findings will help Cascadia contextualize findings from the quantitative vulnerability assessment, helping to ground truth and add nuance to our assessment and recommendations.

The survey was open from February 17 through March 14, 2023 and received 195 responses. The City of Marysville shared the survey link through the City's webpage, social media, and listservs.

The survey pool included residents and community members of the City of Marysville. Only 6 percent of respondents or 11 survey takers, do not live, work, or go to school in Marysville.

Table 1. Do you live, work, and/or go to school in Marysville?

Connection to Marysville	Percentage of responses
I live in Marysville city limits	75%
I work in Marysville city limits	21%
I live, work, or go to school outside of Marysville city limits	18%
I do not live, work, or go to school in Marysvilles	6%
I go to school in Marysville city limits	3%
Other	4%



10.3 Key Findings

The following section lists key takeaways and initial recommendations from the survey results by topic area.

Concern and preparedness for extreme weather

Most respondents are concerned about extreme weather events, but fewer feel prepared for extreme weather events.

- Four out of five respondents (80%) in the Marysville community are concerned about extreme weather events and a majority of respondents feel that climate change is a problem now or will be soon (70%).
- Two thirds of respondents are concerned about extreme heat (65%) and poor air quality (63%). A lower number, approximately one third, are concerned about drought (37%) and flooding (37%).
- **Respondents feel most prepared for extreme heat**, with a majority (72%) of the people who indicated they are concerned about extreme heat feeling at least somewhat prepared for it. However, one fifth of respondents (21%) who are concerned about extreme heat do not feel prepared for it at all.
- Many respondents do not feel prepared for drought, flooding, and poor air quality due to smog and wildfire smoke. Out of the respondents who indicated they are concerned about each of these events, 57% do not feel at all prepared for drought, 52% do not feel at all prepared for flooding, and 41% do not feel at all prepared for poor air quality.

The areas where most respondents are concerned about flooding are near the shoreline, although respondents chose some other points throughout the city. There is an opportunity for the City to share resources about climate impacts and how to prepare for them. The City can also share work the City is doing to help residents prepare for and cope during extreme weather events, particularly for flooding and drought – events for which respondents largely do not feel prepared.

Effects of Extreme Weather Events on Businesses

Eleven percent of survey respondents own a business in Marysville. Out of those with businesses, most have experienced a disruption from extreme weather and many rely on in-person staff or customers.



- Businesses are already experiencing disruptions from extreme weather. Two thirds (66%) said that their business has experienced some kind of disruption due to extreme weather events.
- Many businesses rely on in-person staff and customers, which can be disrupted during extreme weather. Over half (54%) said that most or all staff must work on-site and one fifth (20%) rely on foot traffic from customers; only 37% said most or all employees can work remotely if needed.
- Some businesses lack access to air conditioning and air filtration, which help businesses and staff cope during episodes of extreme heat and poor air quality, respectively. One third (30%) said their business does not have air conditioning, and nearly half (44%) do not have air filtration

The 2015 Comprehensive Plan indicates that 85% of businesses in the Marysville area are small or very small businesses that employ fewer than 25 people, which tend to be more vulnerable to climate impacts than larger businesses due to more limited resources and cashflows (Marysville, 2015). In addition, service and retail-related businesses make up the majority of the business base at slightly over 60% of activity (Marysville, 2015).

The City can consider policies aimed specifically at small businesses and service and retail-related businesses to help them install air conditioning and air filtration systems and cope with disruptions due to extreme weather.

Community Assets and Adaptive Capacity

Overwhelmingly, respondents use cars to get around Marysville. Some respondents find assets like grocery stores, parks, shade, and transit options inconvenient; these respondents will likely experience increased inconvenience and lower access during and after extreme weather events.

Nearly all respondents own at least one car (99%) and most drive as their primary mode of transportation (88%). Respondents that find amenities like grocery stores, parks, shade, and transit inconvenient will have more trouble accessing them during and after extreme weather events. Over one third (35%) of respondents find transit options inconvenient. One fifth (22%) said that shaded areas are inconvenient, one tenth (11%) said that parks/natural areas are inconvenient, and 8% grocery stores and food services are inconvenient. Promoting forms of public transit, and creating more walkable, bikeable, and accessible communities could lower residents' reliance on car travel and encourage more robust and resilient neighborhoods. Convenient access to grocery stores, parks, and shade can help residents minimize health risks from climate impacts.



10.4 All Results

This section gives a detailed breakdown of all results from the Marysville community survey. The survey asked about respondents' concern and perceived preparedness for extreme weather events, impacts of extreme weather events on Marysville businesses, and community access to assets that can benefit residents' adaptive capacity to climate impacts.

Concern and Preparedness for Extreme Weather

Four out of five respondents (80%) in the Marysville community are concerned about extreme weather events. A majority of respondents (53%) are either pretty concerned or very concerned about extreme weather events in their community (Table 2). Nearly three quarters (70%) of respondents also feel that climate change is a problem now or will be soon Table 3.

Table 2. Generally, how concerned are you about extreme weather events in your community?

Level of concern	Percentage of respondents
Very concerned	23%
Pretty concerned	30%
Somewhat concerned	27%
Not at all concerned	20%

Table 3. In general, how soon do you think extreme weather will be a major problem that affects Marysville?

How soon	Percentage of respondents
It is a problem right now	34%
It will be a problem very soon	36%
It will be a problem in the far future	26%
It will be a problem for the next generation	5%

Out of the types of extreme weather events the survey included, extreme heat and heat waves (65%) and poor air quality (63%) concerned the largest number of people (Table 4). Other weather events, like flooding and drought concerned around a third of people





each, with 37% of people concerned about both.

 Table 4. Which of the following extreme weather events are you concerned about?

Extreme weather event	Percentage of respondents
None	16%
Flooding	37%
Drought	37%
Extreme heat and heat waves	65%
Poor air quality	63%

Next, the survey asked respondents how concerned they are about specific types of extreme weather events and how prepared they feel for the same events. These questions add valuable detail to our understanding of how concerned respondents are about each individual events – whether they are very concerned, or only a little concerned. This information can help Marysville gauge adaptive actions to take and how to communicate about them to the public. While respondents that are concerned about climate change event are spread across the spectrum from somewhat concerned to very concerned, a lower number reportst that they feel prepared for those events. An exception is extreme heat, with a majority (72%) feeling at least somewhat prepared to deal with extreme heat.

Out of 69 respondents concerned about drought, most respondents (79%) were either very concerned or pretty concerned. A majority of those who are concerned (57%) do not feel prepared for droughts.



Table 5. Generally, how concerned are you about drought events in your community?

Level of concern	Percentage of respondents
Very concerned	30%
Pretty concerned	39%
Somewhat concerned	27%
It will be a problem in the far future	3%
It will be a problem for the next generation	1%
It will be a problem for the next generation	1%

Table 6. How prepared do you feel for drought?

Level of preparedness	Percentage of respondents
Very prepared	2%
Somewhat prepared	36%
Not at all prepared	57%
Not sure	6%

Out of 119 respondents concerned about extreme heat and heat waves, over three quarters (77%) were pretty or very concerned. Nearly one quarter (21%) feel unprepared.

Table 7. Generally, how concerned are you about extreme heat and heat waves in your community?

Level of concern	Percentage of respondents
Very concerned	39%
Pretty concerned	38%
Somewhat concerned	23%
It will be a problem in the far future	1%
It will be a problem for the next generation	0%
It will be a problem for the next generation	0%

 Table 8. How prepared do you feel for extreme heat and heat waves?

Level of preparedness	Percentage of respondents
Very prepared	6%
Somewhat prepared	72%
Not at all prepared	21%
Not sure	1%

Out of 68 respondents concerned about flooding (62% are pretty or very concerned), but they are less concerned about flooding than other events. Over half of respondents (52%) feel that they are unprepared for flooding.

Table 9. Generally, how concerned are you about flooding in your community?

Level of concern	Percentage of respondents
Very concerned	25%
Pretty concerned	37%
Somewhat concerned	34%
It will be a problem in the far future	5%
It will be a problem for the next generation	0%

Table 10. How prepared do you feel for flooding?

Level of preparedness	Percentage of respondents
Very prepared	3%
Somewhat prepared	43%
Not at all prepared	52%
Not sure	2%

When asked if there are specific areas that respondents are concerned about flooding, many responded with areas around shoreline.



Figure 1. Select on the map the area you are most concerned about flooding.

Wildfire smoke is a serious concern of respondents. Out of 115 respondents concerned about wildfire and smoke, four fifths of respondents (82%) are pretty or very concerned, but nearly half (41%) do not feel prepared.

Table 11. Generally,	how concerned	l are you ab	out wildfire	smoke in your
community?				

Level of concern	Percentage of respondents
Very concerned	51%
Pretty concerned	31%
Somewhat concerned	17%
It will be a problem in the far future	1%
It will be a problem for the next generation	0%

Table 12. How prepared do you feel for poor air quality (e.g., from wildfire smoke and smog)?

Level of preparedness	Percentage of respondents
Very prepared	8%
Somewhat prepared	47%
Not at all prepared	41%
Not sure	4%

Impacts of Extreme Weather on Businesses

Eleven percent of respondents own a business in Marysville. Out of respondents who own businesses in Marysville, two thirds indicated that their businesses have experienced impacts from extreme weather events; only one third (34%) reported that their business has not been impacted by extreme weather events.

Table 13. How has your business been impacted by extreme weather events, such as extreme heat, wildfire smoke, or flooding?

Impact	Percentage of respondents
My business has not been impacted by extreme weather events.	34%
My business has had to close for a day or more.	10%
My business has permanently closed due to extreme weather.	0%
My business has had reduced foot traffic during extreme weather.	4%
My business has had a harder time sourcing supplies.	6%
My business has had to allocate more resources (like water, days off, etc.) for staff.	4%
Other*	53%

* Respondents were not able to add more detail to the "Other" answer choice.

BUSINESS RELIANCE ON IN-PERSON STAFF AND CUSTOMERS

Respondents mostly work in person (54%) but over one third (37%) can work remotely if needed. Working remotely can be a way to cope with climate impacts that could lead to the closure of offices or stay at home orders.

Table 14. Mark all the following statements that describe your business or the place you work.

Workplace factors	Percentage of respondents
Most or all employees must work on site	54%
Most or all employees can work remotely if needed	37%

Some jobs require employees to be outdoors	27%
We rely on customers visiting our business in person	20%

AIR CONDITIONING

Most businesses have air conditioning (70%) while a smaller majority have air filtration (56%). Still, some businesses lack access to these systems, which help businesses cope during extreme heat events and wildfire smoke events.



Figure 2. Does your business or place of work have air conditioning or other cooling systems to keep the business cool during heat waves?

Community Assets and Adaptive Capacity

This section covers results from survey questions about the Marysville community and community assets.

Respondents were most concerned about the impacts of extreme weather events on seniors and other vulnerable populations (57% very concerned), followed by the wellbeing of future generations (51%) and overall public health (40%). It is worth noting that at least 63% of survey respondents are over age 62, according to results of the survey demographic questions.



Figure 3. How concerned are you about the impacts of extreme weather events on the following?

COMMUNITY ACCESS TO AMENITIES

For each category of amenity, some respondents reported some inconvenience: grocery stores and food services (8% said they are inconvenient), shaded areas (22% said they are inconvenient), parks/natural areas (11% said they are inconvenient), and transit options (35% said they are inconvenient). Respondents who indicated that these amenities are inconvenient to access may experience even more difficulty accessing them during extreme weather events.



Figure 4. How convenient is it to you to access the following?

VEHICLE OWNERSHIP

Ninety nine percent of respondents own a car, while a majority (72%) own 2 or more cars. This figure is higher than Census data, which indicates that approximately 96.5% of Marysville households have a vehicle [98]. Vehicle ownership is a key factor in community members' adaptive capacity to climate impacts because it affects their ability to access services and evacuate if needed.

Table 15	. How ma	ny working	vehicles	are in	your	household?

Number of vehicles	Percentage of respondents
0	1%
1	27%
2	41%
3 or more vehicles	31%
MODES OF TRANSIT

The most popular mode of transit is driving, representing 88% of all travel for commuters. The next largest mode of transit is walking, jogging or using a wheelchair (9%). This aligns with the findings that 99% of respondents own at least one car and that 35% find transit access inconvenient.

	Table 16	. How	do you	commute	to work or	r school	most	often?
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Mode of transit	Percentage of respondents
Drive	88%
Motorcycle/moped	2%
Bicycle or e-bike	2%
Walk, jog, or wheelchair	9%
Bus	8%
Rail (Sounder, Amtrak, Link light rail, monorail, etc.)	2%
Taxi, Uber, Lyft or other car service	1%
Scooter or e-scooter (e.g., Lime, Bird, Razor)	1%
Other (e.g., skateboard, kayak, motor home)	4%

Demographics

The survey included optional questions about respondent demographics: location/zip code, income, age, race/ethnicity, and language spoken. The following tables represent demographic data, providing insight into who took the survey.

Marysville, WA

Respondents reside mostly in the city limits of Marysville.

Figure 5. Please click on this map in the general area of where you live.

ZIP CODE

Respondents were asked in which zip codes they resided in. Along with these zip codes, there were 4 people from the zip code 98258, there were 4 people from 98292, and another 6 people from 98223.

Zip code	Percentage of respondents
98259	1%
98270	63%
98271	11%
Other	11

Table 17. Please select the zip-code in which you live:

GENDER

A majority of respondents were female (6%) and, one quarter were male (26%), while there was one non-binary respondent and one respondent who identified as "both."

LANGUAGES SPOKEN

The most widely spoken language at home was English (99%), followed by Spanish (2%) and Chinese (<1%). Other languages included, American Sign Language, Urdu, Shona, Romanian, and Tagalog. Respondents could select more than one answer choice.

RACE AND ETHNICITY

A majority of respondents identified as White or Caucasian (78%).

Table 18. Which of the following best represents your race/ethnicity?

Race/ethnicity	Percentage of Respondents
White or Caucasian	78%
I prefer not to say	15%
Native American, American Indian or Alaska Native	5%
Other	4%
Asian or Asian American	2%
Native Hawaiian or Pacific Islander	2%
Black or African American	2%
Hispanic, Latino, Latina, or Latinx	1%

AGE

Most respondents (63%) were born before 1970. The most represented decade of birth was 1950-1959, with over a quarter (28%) of respondents born in that time frame.

Table 19. In what decade were you born?

Decades	Percentage of respondents
After 2000	.7%
1990-1999	3%
1980-1989	18%
1970-1979	15%
1960-1969	22%
1950-1959	28%
1940-1949	13%
Before 1940	0%

INCOME

Finally, when asked about their income level, a majority of respondents said that they make \$100,000or more each year (62%).

 Table 20. What is your average annual household income?

Income	Percentage of respondents
Less than 10,000	2%
10,000 to 14,999	2%
15,000-24,999	4%
25,000-34,999	9%
35,000-49,999	8%
50,000-74,999	17%
75,000-99,999	17%
100,000-149,999	23%
150,000-199,999	19%
200,000 or more	10%

11 Appendix C: Marysville Comprehensive Plan Review

Objective: Review the City of Marysville's **2015 Comprehensive Plan** to assess how the current Comprehensive Plan addresses climate change adaptation and mitigation.

Land Use

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
LU-1 In cooperation with other jurisdictions, create an Urban Growth Area based on the capabilities and characteristics of the land, availability of public facilities and services, existing land uses, and anticipated growth	Both	Mitigation – limiting development can reduce emissions Adaptation – Adapting land use to characteristics of the land limits damage from climatic events
LU-2 Limit population and employment growth and the provision of services to Urban Growth Areas. Districts outside of Urban Growth Areas should remain rural in character.	Both	Adaptation – focus on service maintenance. Mitigation – concentrating growth and preserving rural areas can reduce emissions and improve sequestration.
LU-3 Ensure that the growth pattern of the community will be well managed by utilizing the Comprehensive Plan as a guide for community development and by utilizing the City's land use codes in a manner consistent with the stated goals and policies of the Comprehensive Plan.	Mitigation	Mitigation – potential reduction for land use emissions
LU-4 Encourage growth that will transform Marysville from a residentially dominated community to one that provides a balanced, though not equal, proportion of both residences and employment. This will include the Marysville-Arlington Manufacturing Industrial Center (MIC) and the Smokey Point Master Plan Area as a major employment center.	Mitigation	Mitigation – offering closer options for employment can reduce the amount of emissions created from commuting for jobs.

LU-7 Preserve open spaces, natural areas and buffer zones, wetlands, wildlife habitats, and parks in and outside of the Urban Growth Area.	Adaptation	Adaptation – Preservation of open spaces can mitigate extreme heat and provide natural habitat to mitigate flooding
U-8 Require growth to occur in manner that will not overburden the natural systems of the planning area such as, but not limited to, the Snohomish River Delta, Quilceda and Allen Creeks' corridors and trib	Adaptation	Adaptation – Change development habits to fit natural land features
LU-9 Encourage a harmonious blend of opportunities for living, working, and culture for the residents of Marysville through planned retention and enhancement of its natural amenities; by judicious control of residential, commercial, and industrial development; and by recognition of the City's role in the region.	Mitigation	Mitigation – Mitigate damage to natural amenities
LU-10 Preserve and enhance the quality of living, trading, and working districts by dedicating open space, preserving and restoring trees and vegetation, and designing developments sensitive to natural land forms, water resources, and life systems.	Adaptation	Adaptation – Focus governmental resources on natural spaces
LU-11 Reduce reliance on the private automobile and promote physical activity, and encourage suitable combinations and locations of land uses, such as employment, retail, and residences, including mixed use development.	Both	Adaptation – Promote alternatives to driving and more integrated, less car centric communities Mitigation – less drivers and vehicles on the road lowers emissions
LU-12 Provide balanced employment opportunities for the local labor force through varied economic development that is clean and pollution free, and the establishment and protection of small entrepreneurs.	Adaptation	Adaptation – Create alternative job opportunities that are less carbon intensive
LU-13 Encourage the preservation of significant historic and archaeological properties and identify strategies and incentives for protection of these resources for the enrichment of future generations.	None	N/A
LU-14 Encourage lands that are likely to be included within the Urban Growth Areas in the future, to remain in 10 acre or larger parcels, and to use techniques such as shadow platting and clustering to permit efficient	Both	Adaptation – Prepare land use areas before development to predict future growth
development at urban densities and provision of urban		wasted on reorganization and redevelopment

level services when they are incorporated into Urban	
Growth Areas.	

LU-15 Encourage the County to establish minimum acreages (10 acres or larger) in urban reserves and RUTAs that would, in the future, allow development at	Both	Adaptation – Begin planning and building higher density buildings
higher densities as land is incorporated into the Urban Growth Area.		Mitigation – More density will lower the amount of emissions generated per capita
LU-16 Provide for the preservation of small farms and agricultural uses in rural areas by requiring adjacent urban development to provide buffers and screening to	Mitigation	Adaptation – Buffer zones will protect the soil health of farms and rural areas
minimize urban impacts on existing and ongoing agricultural operations.		Mitigation – More green coverage will sequester more carbon
LU-17 Encourage the use of clustered housing as appropriate to maintain the rural character, special	Both	Adaptation – Increase density of housing
features, significant vegetation, and open space of the area. Place clusters of housing near existing roadways reducing the need for significant new construction of infrastructure and to reduce future costs of extending urban services for areas that may be included in the UGA in subsequent planning periods.		Mitigation – More density lowers the CO2 footprint of communities
LU-18 Pursue the designation of the Marysville-Smokey Point MIC jointly with the City of Arlington in the Snohomish County Countywide Planning Policies and regional designation by Puget Sound Regional Council (PSRC).	Adaptation	Adaptation – Seek protections on cultural areas
LU-19 Consider existing, available building capacity when calculating existing job numbers.	None	N/A

Housing

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
HO-1 Provide increased flexibility and encourage creative approaches in the use of new and existing housing development and design subject to specific	None	N/A
development, design, and in some cases owner occupancy standards.		
HO-2 The City shall encourage housing types that are attractive and affordable to first time and moderate income home buyers.	None	N/A
HO-3 Encourage a broad range of rental housing opportunities, especially those serving families, senior citizens, and special needs groups.	Adaptation	Adaptation – Provides suitable housing for people who are most vulnerable to extreme heat and other climate impacts
HO-4 Promote housing alternatives to the large lot single family detached dwelling and large apartment complex.	None	N/A
HO-5 Support the development and preservation of mobile home parks within residential zones and subdivisions.	None	N/A
HO-6 Support the development and preservation of manufactured homes on individual lots.	None	N/A
HO-7 Provide opportunities and incentives for a variety of housing types and site planning techniques utilizing the Planned Residential Development (PRD) regulations.	None	N/A
HO-8 Provide for a wide range of housing choices in residential and commercial zones, including, but not limited to cottages, townhouses, planned unit developments and apartments.	None	N/A
HO-9 Consider accessory housing a substitute for some multi-family housing. Permit them in single family houses subject to specific development and design standards.	None	N/A
HO-10 The City will work with agencies and nonprofits, such as the Housing Authority of Snohomish County, Housing Hope, Habitat for Humanity, to maintain and increase the supply of low and moderate income housing. This could include fast tracking permitting and assistance with site selection.	Adaptation	Adaptation – Increases housing availability to those with low and moderate incomes, who also tend to be more vulnerable to climate impacts

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
HO-11 Improve coordination and responsiveness of providers of housing and community needs to improve the quality and quantity of housing.	Both	Mitigation – Higher quality housing can be more energy efficient by keeping drafts out and requiring less energy use for warming/cooling
		Adaptation – Higher quality housing can better buffer against extreme temperatures and weather events such as flooding
HO-12 Maintain an adequate supply of appropriately zoned developable land within the UGA.	None	N/A
HO-13 Allocate the housing mix goals in the Land Use Element and zoning to ensure best use of both vacant and redevelopable land to meet housing needs for both owner and rental households.	None	N/A
HO-14 Support inter-jurisdictional cooperative efforts to foster the development and preservation of an adequate supply of affordable housing.	Adaptation	Adaptation – Affordable housing allows more people from lower income groups who are more vulnerable to climate change to find housing
HO-15 Encourage efficient infill development in the urban growth area.	Both	Mitigation – Reduces greenhouse gas emissions by decreasing the distance people need to travel; reduces conversion of agricultural land, sensitive habitat, and open space for new development
		Adaptation – Reduces stormwater runoff resulting in flooding and pollution of waterways
HO-16 Encourage the preservation, renovation, and production of housing within the region that is affordable to all populations including for households earning less than 50% of AMI.	Adaptation	Adaptation – Affordable housing allows more people from lower income groups who are more vulnerable to climate impacts to obtain housing
HO-17 Ensure that affordable and special needs housing opportunities are dispersed throughout the City, not concentrated.	Adaptation	Adaptation – Increases geographic access to housing for people with special needs, who are more vulnerable to climate impacts

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
HO-18 Provide affordable housing opportunities close to places of employment.	Mitigation	Mitigation – Reduces emissions by reducing distance employees need to travel to work
HO-19 Consider the location of traffic routes, transit, bike and pedestrian trails, in locating new housing.	Mitigation	Mitigation – Can reduce emissions if new housing is located strategically to manage traffic and increase access to public or active transport routes
HO-20 Encourage higher quality developments that create a sense of place and enhance community image and identity.	None	N/A
HO-21 Encourage the development of middle and upper middle income housing to ensure a healthier and more diverse mix of housing choices within the community.	None	N/A
HO-22 Provide connectivity between housing, public places, places of interest, and commercial areas to create a more interactive community.	Mitigation	Mitigation – Reduces emissions by decreasing travel distance and time between key destinations
HO-23 Encourage and facilitate housing developments that provide quality residential living environments for families and seniors with housing needs.	Adaptation	Adaptation – Quality housing increases adaptive capacity of families and seniors to climate impacts like extreme heat or cold
HO-24 Encourage the use of innovative urban design techniques and development guidelines to foster broad community acceptance of a variety of housing types affordable to all economic segments of the population.	Adaptation	Adaptation – Affordable housing ensures people with lower incomes can find quality housing, which can increase their adaptive capacity to climate impacts
HO-25 Encourage and facilitate the participation of neighborhood groups in the land use and community development planning process.	None	N/A
HO-26 Distribute affordable and special needs housing equitably among jurisdictions and planning areas to ensure that no jurisdiction or planning area has more than its fair share of affordable and special needs housing.	Adaptation	Adaptation – Equitable distribution of affordable and special needs housing ensures that those who are most vulnerable to climate impacts get their housing needs met and therefore are better able to adapt to climate impacts
HO-27 Assure that site and building design guidelines create an effective transition between substantially different land uses and densities.	None	N/A

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
HO-28 Encourage the integration of a variety of dwelling types and intensities in residential neighborhoods.	None	N/A
HO-29 Encourage infill development that enhances the existing community character.	None	N/A
HO-30 Preserve and enhance the character of existing neighborhoods.	None	N/A
HO-31 Ensure that mixed use development complements and enhances the character of the surrounding residential and commercial areas.	None	N/A
HO-32 Encourage the concept of strong, traditional neighborhood planning to improve neighborhood quality and reduce automobile dependency.	Mitigation	Mitigation – Reducing automobile dependency reduces emissions
HO-33 Work with Community Transit to develop transit connecting dispersed housing and employment centers.	Mitigation	Mitigation – Increasing access to Community Transit can reduce emissions by reducing people's dependency on cars for commuting to work and reducing traffic
HO-34 Coordinate with Community Transit to identify and adopt appropriate densities for priority transit corridors. Ensure that the development standards for these areas are transit and pedestrian friendly.	Mitigation	Mitigation – Reduces emissions by decreasing dependency on cars and encouraging public and active transport
HO-35 Prioritize the funding of parks, and other civic improvements that respond to the needs of neighborhoods where over 20 percent of the total housing stock is rental housing, or where housing density exceeds 10 dwelling units per acre.	None	N/A
HO-36 Promote a housing policy and land use pattern that balances the ratio of housing units to jobs.	Mitigation	Mitigation – Reduces emissions by ensuring people have affordable housing near their jobs
HO-37 Maximize the public investment in public infrastructure by supporting a compact land use strategy to increase residential density.	Mitigation	Mitigation – Can reduce emissions by preventing urban sprawl and conversion of agricultural land and open space
HO-38 The City's economic development strategy should prioritize higher paying jobs that pay a living wage.	Adaptation	Adaptation – Paying a living wage increases people's adaptive capacity to climate impacts (e.g., affording quality housing and use of air conditioning)

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
HO-39 Periodically review land use regulations to assure that regulations and permit processing requirements are reasonable.	None	N/A
HO-40 Evaluate the housing cost and supply implications of proposed regulations and procedures.	None	N/A
HO-41 The City shall seek opportunities to modify land use regulations and permit processes that make project approval timelines, achievable densities, and mitigation costs more predictable.	None	N/A

Environment

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
EN-1 Recognize the natural environment as an integrated unit composed of interacting land, water, and air resources. Make every effort to insure that the health and stability of this resource system is maintained.	Adaptation	Adaptation – Protect natural resources in an integrated strategy will help preserve natural resources during climatic events
EN-2 Recognize the interrelationship of adjacent terrain features and avoid destroying these valuable linkages	Adaptation	Adaptation – Understand the interconnectedness of different land features creates more resilient neighborhoods and communities
EN-3 Educate the public concerning the importance of maintaining and conserving environmentally sensitive lands and natural resources.	Adaptation	Adaptation – Develop a greater connection to land and conservation, emphasizing the need to protect lands through extreme weather changes
EN-4 Encourage property owners to utilize the Open Space Current Use Assessment Program to preserve significant areas of environmental concern, particularly wetlands identified by this plan.	Adaptation	Adaptation – Work with property owners to adapt to changing climates
EN-5 Locate, develop, and retain features of the natural and cultural environment to help all citizens acquire knowledge, attitudes, and skills necessary to solve environmental problems.	Adaptation	Adaptation – Protect land features from extreme weather

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
EN-6 Where appropriate, provide pedestrian and bicycle trails in association with open spaces and natural areas	Both	Adaptation – Work to create alternatives to driving and more public access to green space, providing areas that can act as lungs for the community
		Mitigation – More access to bike and pedestrian paths allows people to avoid driving which decreases emissions
EN-7 Streamline environmental processes and regularly monitor results to ensure their effectiveness.	Adaptation	Adaptation – Create streamlined environmental processes to help facilitate quick adaptation to climatic events
EN-8 Pursue programs that offer creative solutions to enhance, improve and/or protect the natural environment. Stormwater facility design, low impact development options, wetland banking, and dual use facilities should be pursued whenever possible.	Adaptation	Adaptation – Create less damaging development patterns, creating a more resilient community
EN-9 Designate and protect environmentally sensitive lands using the best available science.	Adaptation	Adaptation – Protect sensitive lands from flooding and other extraneous weather patterns
EN-10 Apply strict controls to areas identified as ecologically sensitive by the City	Adaptation	Adaption – Create rules around sensitive areas for development, protecting land areas from development, and giving buffer zones for climate events
EN-11 Maintain an inventory of environmentally sensitive lands to be used in making land use decisions.	Adaptation	Adaptation – Create an inventory of areas to be protected, allowing for more regimented protection
EN-12 For areas that are potentially sensitive to development, require site studies to determine site development problems.	Adaptation	Adaptation – Require more studies for sensitive areas in order to understand vulnerabilities and risks of development
EN-13 For areas that are determined to be sensitive to development, require any development that occurs to meet performance standards to minimize adverse impacts associated with such development.	Both	Adaptation – Increase performance standards of development which will help the community prepare for more dangerous weather

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
		Mitigation – Stronger performance standards will reduce the carbon footprint of developments
EN-14 Strongly encourage clustered residential, and planned commercial and industrial developments in areas containing unique natural features or determined by site studies to be sensitive to development.	Both	Adaptation – Encourage denser development, leaving more space for green space and less chance of over- development leading to more disastrous weather events Mitigation – Denser housing lowers a communities CO2 footprint
EN-15 Development adjacent to wetlands, creek corridors, or steep slopes should utilize lot size averaging or a planned development to mitigate the impacts of such development on these sensitive areas. Strongly encourage development and buildings to be located on adjacent areas or peripheral portions of properties determined by site studies to be sensitive to development	Adaptation	Adaptation – Adapt development habits and land use, making sure people are not developing in areas where they are more at risk from climate vulnerabilities
EN-16 Protect natural systems of the environment.	Adaptation	Adaptation – Protect natural processes of the environment, allowing the environment to help with the resilience of the community
EN-17 Utilize land forms and natural systems to provide variety, community identity, and open space areas.	Adaptation	Adaptation – Orient development and community around land features, working to keep the community connected to its resources and therefore more able to adapt to patterns of flooding, and extreme heat
EN-18 All developments should be sensitive to land forms and natural systems, recognizing the natural beauty and character of the land and its vegetation.	Adaptation	Adaptation – Adapt development to be sensitive near land forms and natural systems, understanding how rivers and forests can help with issues such as heavy rainfall and extreme heat.

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
EN-19 Encourage all future development to occur in a manner that will reduce or minimize and mitigate adverse environmental impacts.	Mitigation	Mitigation – Mitigate damage towards the environment in new developments, minimizing the vulnerability of the community by preserving natural buffers
EN-20 Design and build developments in a manner that respects and retains natural vegetation. Density credits should be given when vegetation is retained and open space or buffer areas provided.	Adaptation	Adaptation – Retain vegetation around new developments, keeping green space will help with urban shade and keeping neighborhoods cool
EN-21 Encourage development to consider the inherent characteristics of the predominant soil type(s).	Adaptation	Adaptation – understand constraints of soil types, lessening the risks of floods through understanding how to build what in different types of soil
EN-22 Encourage practices that maintain or improve air quality, such as encouraging emissions testing; use of alternative transportation; appropriate relationship of land uses; and discouraging slash burning, burning of yard wastes, and use of uncertified wood stoves and fireplaces.	Mitigation	Mitigation – Discourage emission heavy land use practices
EN-23 To protect local and regional air quality, the City shall coordinate with county, regional, state, and federal agencies with air quality responsibilities, and seek to ensure that the City's programs and transportation projects are designed and implemented to conform with the provisions of the state and federal Clean Air Act.	Mitigation	Mitigation – Conforming to the Clean Air Act will reduce emissions and pollution for City projects
EN-24 Provide an information program to citizens on ways to help keep the air clean.	Mitigation	Mitigation – Public outreach will help people be more conscious about producing emissions
EN-25 Utilize natural systems to provide variety, community identity, and open space areas.	Mitigation	Mitigation – Provide open spaces for the public, mitigating the effects of extreme heat
EN-26 Maintain existing water levels of perennial water bodies	Adaptation	Adaptation – Work to change water consumption habits and allow water bodies to continue their natural flow in order to prevent droughts
EN-27 Protect and enhance surface water quality and the natural character of shorelines for drainage control.	Adaptation	Adaptation – Enhancing and protecting shorelines increases green spaces to

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
		combat extreme heat as well as provides measures of protection against flooding
EN-28 All developments should be sensitive to natural systems, recognizing the natural beauty and character of the land and its vegetation.	Adaptation	Adaptation – Giving increased importance to natural lands allows for more buffer zones against natural disasters while maintaining historic climate and wildlife patterns
EN-29 Discourage development of wetlands. Any development in wetland areas should be sensitive to their importance as wildlife habitats, and to their hydrologic function. Minimize potential disruption of these sites through appropriate setbacks, buffers, limits on grading, filling and impervious surfaces, storm water treatment, and similar measures.	Both	Adaptation – No longer developing on wetlands will retain permeable areas able to absorb the effects of flooding
		Mitigation – Protecting wetlands can help sequester carbon as well as reduce the risks of flooding
EN-30 Preserve existing vegetation as much as possible due to its vital role in the recharge of ground water, and in order to prevent additional storm water runoff or soil erosion from new developments. Density credits should be given when vegetation is retained and open space or buffer areas provided.	Adaptation	Adaptation – Protecting vegetation will help communities fight against stormwater and flooding
EN-31 Prevent adverse alterations to flow characteristics, siltation, and polluting or disrupting spawning beds by control of mining, dredging, or removal of gravel, fill, or similar materials from streams and ground water recharge or other surface water areas.	Mitigation	Mitigation – Mitigating damage to natural water systems will preserve trades like fishing
EN-32 Encourage the management of storm water runoff and urban drainage to protect the man-made and natural environment. Utilize the natural drainage system where it is possible to do so without significantly altering the natural drainage ways and/or by upgrading a public storm	Both	Adaptation – Changing development habits can help with drainage issues and avert flooding
drainage system. Require the design of future developments to utilize natural drainage patterns and incorporate means to entrap storm water and water pollutants before they are carried down slope or before they enter watercourses.		Mitigation – Mitigating development over natural drainage areas protects the natural systems ability to drain
EN-33 Recognize the inter-jurisdictional characteristics of storm drainage management problems and work with Snohomish County, Diking District	Adaptation	Adaptation – Coordination with other surrounding jurisdictions can improve communities ability to cope with flooding

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
No. 3, other jurisdictions, and area-side residents to improve storm drainage.		
EN-34 Conserve and utilize shoreline and flood plain areas within the City in accordance with the provisions of the City's Shoreline Management Master Program; and in planning for areas outside the City limits, consideration should be given to the County Shoreline Management Master Program.	None	N/A
EN-35 Preserve and develop direct and visual public access to water, including public docks, aquatic recreation, marine facilities, and scenic vistas, in a manner consistent with the Shoreline Management Act.	Adaptation	Adaptation – Giving the public more areas of open space will allow for coping with extreme heat events
EN-36 Restrict developments in designated flood hazard areas only to uses that can be adequately flood-proofed. Discourage construction in designated flood hazard areas, and prohibit it in floodway areas.	Adaptation	Adaptation – Stopping development in areas of flooding lowers vulnerability of communities to flooding
EN-37 Provide continued maintenance of established flood control facilities along rivers and creeks that provide flood protection to existing populations and developments, provided this policy is consistent with environmental guidelines and necessary river maintenance practices.	Adaptation	Adaptation – Focus on current flood controls
EN-38 Encourage the use of native plant materials, rather than imported or exotic plants, as well as drought tolerate plants to decrease water usage as well as provide habitats for wildlife.	Adaptation	Adaptation – Native plants are more able to survive in their respective community, while drought resistant plants require less water and are more likely to survive heat waves
EN-40 Design and build developments in a manner that respects and retains natural vegetation, with emphasis on streams, creeks and other bodies of water; and on wetlands, steep slopes, and areas adjacent to major and minor arterials. Density credits should be given when vegetation is retained and open space or buffer areas provided.	Adaptation	Adaptation – Reward development that protects natural vegetation, which will in turn give communities better access to green space and buffer against weather events
EN-45 Important fish and wildlife habitats identified by the Washington State Wildlife and Fisheries Departments should be preserved by requiring adequate setbacks of development from creeks and tributaries and by limiting alterations to natural vegetative cover through restrictive development controls in these buffer areas. Also coordinate with the State Departments of Fisheries, Wildlife and Ecology and the federal Army Corps	Adaptation	Adaptation – Enhancing protections for fisheries helps the chances of those fisheries continuing to exist through uncertain times for communities to utilize

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
of Engineers to manage or improve conditions for wildlife and habitat in streams, drainage ways, wetlands, and other watercourses.		
EN-46 Encourage public and private entities to identify, preserve and restore buildings, structures, objects, and sites having historical and cultural significance or interest.	Both	Adaptation – Focus on rehabilitating buildings instead of new construction
		Mitigation – Restoration uses less emissions than new construction
EN-47 Protect scenic views and sites so present and future generations may enjoy them.	None	N/A
EN-50 Maintain healthy urban forests; promote tree planting to increase shading and absorb CO2; and support the City's participation in the Tree City USA program.	Both	Adaptation – Maintaining trees over development will allow for more sun shade, important in reducing higher temperatures
		Mitigation – Trees help sequester carbon
EN-52 Make energy efficiency a priority through retrofitting City facilities with energy efficient lighting; where available, use programmable systems to automatically idle electronic equipment; and urge employees to conserve energy and save money	Mitigation	Mitigation – using less electricity cuts down on electricity usage, and lowers the amount of carbon used
EN-53 Conserve fossil fuels. Staff should practice efficient driving habits, carpool, avoid idling vehicles for longer than 30 seconds, and use appropriately-sized vehicles. The City should continue to participate in the Commute Trip Reduction (CTR) program	Mitigation	Mitigation – Less driving decreases emissions
EN-56 Conserve natural resources. Staff shall reduce paper consumption and plastic bottle use, and recycle all recyclable materials.	Mitigation	Mitigation – Cut down on single use items, and recycling more, lowering the footprint of the City
EN-59 Monitor and evaluate opportunities to utilize State tools and resources to support the local program and to stay compliant with State environmental and energy laws.	Adaptation	Adaptation – Adopt local and state environmental and energy laws, increasing the communities ability to fight against extreme weather events

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
EN-60 Support appropriate Federal and State policies and legislation that will lead to the reduction of greenhouse gas emissions.	Adaptation	Adaptation – Adopt federal standards to protect communities
EN-61 Enhance and sustain public health system capacity to prepare for and respond to heat waves and smoke emergencies, and improve delivery of information on heat events and cooling centers, especially of isolated and vulnerable populations.	Adaptation	Adaptation – Provide facilities for emergency heat and weather events for the public, giving the most vulnerable options to adapt to weather events
EN-62 Continue to provide assistance to landowners to restore wetlands, uplands, and riparian zones to increase the capacity for natural water storage	Adaptation	Adaptation – Provide resources for communities to adapt their own community to be more resilient towards coming weather events
EN-64 Improve provision of technical assistance and incentives to increase storage capacity and to improve conservation, reuse, and water use efficiency among all consumptive water uses.	Adaptation	Adaptation – Help community members conserve water, ensuring that drought conditions will not affect residents as much as they could
EN-65 Develop short- and medium-term climate change adaptation strategies for urban forests and other fire-prone habitats, and improve development standards.	Adaptation	Adaptation – Having short- and medium- term strategies for urban forests and fire- prone habitats will lower the vulnerability of communities to events like extreme heat and forest fires
EN-66 Inventory past flood conditions and define and map future flood conditions.	Adaptation	Adaptation – Historical data can help in the preparedness of communities in the defense against future flooding
EN-67 Improve capability to rapidly assess and repair damaged transportation infrastructure, in order to ensure rapid reopening of transportation corridors	Adaptation	Adaptation – Focusing on capacity will ensure that communities will be able to respond quickly to weather events
EN-68 Undertake a policy review of City comprehensive, strategic and specific plans to assure that City policies are appropriately targeted to prepare for and mitigate potential impacts of climate change. These reviews may be done to correspond with scheduled plan updates, or accelerated where either a higher priority is identified or the next update is not specifically scheduled.	Adaptation	Adaptation – Make sure that policies continue to support actions to build resilience to climate change

Economic Development

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
ED-1 Through its plans, regulations, infrastructure investments, and public services encourage more manufacturing, wholesale, retail, warehouse, distribution, assembling, processing, producer's services, office-using and high technology firms to locate within Marysville.	None	N/A
ED-3 Cooperate with organizations that represent businesses and property owners so that the City has active and effective input from entities in addition to residents.	None	N/A
ED-4 Separate and buffer newer commercial and industrial areas from residential areas. Allow mixed use throughout the downtown area.	None	N/A
ED-5 Examine current zoning categories and regulations for commercial - industrial areas in order to: increase flexibility of the mixture of uses within and among zoning categories; simplify zoning classes so that they are responsive to market forces; specify high quality amenities, design guidelines, and infrastructure to make commercial/industrial areas competitive within the region; make regulatory processes predictable, certain, flexible, and timely; review these land use regulations every five years and solicit input from the development and real estate communities.	None	N/A
ED-6 Monitor local economic conditions and update economic development policies at least every five years.	None	N/A
ED-7 Take the initiative to identify and prioritize areas with the best potential for subarea master plans, area-wide environmental impact statements, and traffic studies and capital facilities investments in advance of development so that the private sector will be able to quickly and efficiently ready sites for employment and business activity.	None	N/A
ED-8 Define areas of the downtown that could be redeveloped as pedestrian-oriented mixed use areas that also integrate open space and recreational opportunities.	Mitigation	Mitigation – Replacing potential development areas with open space reduces potential emissions

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
ED-9 Examine methods to redevelop specific areas of the downtown commercial and residential areas for locally owned and small businesses and affordable housing.	None	N/A
ED-10 Formulate a long-term transition strategy to access the City's waterfront areas for recreation, tourism, and improve the image of Marysville from the freeway.	None	N/A
ED-11 Prioritize necessary public infrastructure into new employment areas, existing commercial/industrial infill, redevelopment, and rehabilitation of buildings while maintaining adequate infrastructure in existing residential areas.	None	N/A
ED-12 Work actively with the State of Washington, Snohomish County, Tulalip Tribes, City of Arlington, and neighboring communities, school districts, and private property owners to develop joint plans, regulations, and finance necessary infrastructure and utilities in the areas within and to the north of Marysville so that this area becomes a major employment center in Western Washington. Continue to promote development in the Smokey Point Master Plan Area and to pursue a Manufacturing Industrial Center (MIC) with the City of Arlington.	None	N/A
ED-13 Leverage the visibility and traffic from I-5 into Marysville with: Appropriate urban design and signage regulations; traffic flow improvements including BNSF grade separation; freeway interchange improvements at, 156th Street Overpass, SR529, and 116th Street; and traffic grid improvements within the City to facilitate residential and nonresidential traffic on arterials and reduce congestion.	Mitigation	Mitigation – Improving flow of traffic reduces emissions
ED-14 Examine potential recreation and park projects that would complement and supplement tourism development drawn to the Marysville area as described in the Parks and Recreation Element of the Plan.	None	N/A

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
ED-15 Formulate a set of capital facilities financing tools, techniques, and strategies that allow appropriate public-private funding partnerships such as LIDs, impact fees, and necessary studies from future users.	None	N/A
ED-16 Work with local, regional and State agencies such as the Greater Marysville Tulalip Chamber of Commerce, Downtown Marysville Merchants Association, Economic Alliance Snohomish County, Private Industry Council, and Washington State Department of Commerce to market the economic assets and opportunities of Marysville.	None	N/A
ED-17 Undertake activities to enhance Marysville's identity and image within the region and beyond by working with the: Navy Relocation Services, Economic Alliance Snohomish County, Washington State Department of Commerce, Greater Marysville Tulalip Chamber of Commerce and Downtown Marysville Merchants Association, Snohomish County Tourism Bureau, and other groups.	None	N/A
ED-18 Improve marketing of the City's economic assets by: inventorying and describing subareas for new and redevelopment activity; engaging in cooperative activities with the Chamber, tourist development agencies, Navy, private developers and realtors; and authorizing an economic development commission that will act as a permanent, internal group to solicit new development, assist local businesses to expand, and represent and advocate economic development within the City in conjunction with local business organizations.	None	N/A
ED-19 Improve communications with the Marysville, Lake Stevens, and Lakewood school districts and other local entities concerned with enhancing the quality of life for Marysville's residents.	None	N/A

Transportation

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
T-1: Maintain and operate the transportation system to provide safe, efficient, and reliable movement of people, goods, and services using a variety of travel modes.	Mitigation	Mitigation – Providing public transit can lower the amount of drivers on the road, reducing emissions
Policy T-2: Protect the investment in the existing system and lower overall life-cycle costs through effective maintenance and preservation programs.	None	N/A
Policy T-3: Maintain and improve the safety of the transportation system for all travel modes.	None	N/A
Policy T-4: Reduce the need for new capital improvements through investments in operations, demand management strategies, and system management activities that improve the efficiency of the current system.		
Policy T-5: Implement an Intelligent Transportation System (ITS) along the City's principal arterials and accesses to the regional highway system to enhance the efficiency of the City's transportation system. The City's ITS should be coordinated with other agencies to assure compatibility and reduce operational costs.	None	N/A
Policy T-6: Strategically expand capacity and increase efficiency of the transportation system to move goods, services, and people to and from, and within the City and its urban growth Marysville Transportation Element June 2015 77 area. Focus on investments that produce the greatest net benefits to people and minimize the environmental impacts of transportation.	Adaptation	Adaptation – More public transit that prioritizes the most people and the environment can create a more resilient transit oriented community

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
Policy T-7: Construct transportation improvements based on adopted design standards, by roadway function, to meet the multimodal needs of the City. Allow variances to the standards when it is not practical or cost-effective to meet the standards, as determined by the Director of Public Works.	None	N/A
Policy T-8: Apply access management practices to arterials to improve the safety and operational efficiency of the system.	None	N/A
Policy T-9: Ensure the freight system meets the needs of regional and local distribution	None	N/A
Policy T-10: Work with WSDOT, Community Transit, and other agencies to ensure compatibility of traffic signal timing to improve efficiency of travel.	Mitigation	Mitigation – more efficient transit flow will lower idling and emissions
Policy T-11: Encourage and solicit public participation from transportation advocacy groups, such as Healthy Communities, in the planning, design, and implementation of a multimodal transportation system.	Adaptation	Adaptation – Focus on community minded transit programs, creating a equitable accessible city
Policy T-12: Work with WSDOT and other stakeholders to improve multimodal access to the regional highway system.	None	N/A
Policy T-13: Coordinate the planning, implementation, and operation of a safe and efficient multimodal transportation system with stakeholders including WSDOT, PSRC, Snohomish County, neighboring cities and counties, the Tulalip Tribes, and transit providers.	None	N/A
Policy T-14: Give funding priority to transportation improvements that serve growth centers and manufacturing and industrial centers, as allocated by the Regional Growth Strategy.	Both	Adaptation – Prioritize transit around urban development, centering transit and allowing more options for communities
		Mitigation – Creating more transit options lowers the amount of cars, and therefore emissions created
Policy T-15: Prioritize investments in transportation facilities and services that support compact, pedestrian- and transit-oriented densities and development.	Both	Adaptation – Move from single family homes to transit centered development, increasing density and increasing resilience of community

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
		Mitigation – Denser communities pollute less
Policy T-16: Make transportation investments that improve economic and living conditions so that industries and skilled workers continue to be retained and attracted to the region.	Both	Adaptation – Tying transportation to industry means communities continue to thrive through a changing climate
		Mitigation – More transit options means less car use and less carbon emissions
Policy T-17: Maintain and improve the existing freight transportation system to increase reliability and efficiency and to prevent degradation of freight mobility.	Adaptation	Adaptation – Creating better freight transportation means a more resilient economy
Policy T-18: Coordinate with the railroads and trucking industry to improve the safety and efficiency of freight movement and reduce the impacts on other travel modes. Coordinate planning with railroad capacity expansion plans and support capacity expansion that is compatible with local plans.	Adaptation	Adaptation – Lower the impact of freight on other modes can help lower idling of cars, while also making passenger rail more alluring to consumers, and removing cars from the road
Policy T-19: Implement grade-separated railroad crossings at Grove Street and to work with others to get a grade-separated railroad crossing at 156th Street NE (west of freeway) into County.	None	N/A
Policy T-20: Apply livable urban design principles for growth centers and transit areas.	Adaptation	Adaptation – More attractive transit neighborhoods can reduce reliance on cars, and lessen the vulnerabilities of flooding when people move to better planned, more dense housing
Policy T-21: Implement transportation programs and projects in ways that prevent or minimize negative impacts to low income, minority, and special needs populations.	Adaptation	Adaptation – Creating more accessible transit gives better options to marginalized communities, giving greater mobility and lowering the vulnerability of these communities as their options for movement increase
Policy T-22: Continue to review and update the City's truck route plan to help assure efficient truck routing to/from the freeway system and major destinations and minimizing the impacts on neighborhoods.	Mitigation	Mitigation – Efficient truck routes will lower the amount of CO2 released

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
Policy T-23: Protect the investment in the existing and future street system and associated facilities (e.g., sidewalks, transit stops, landscaping) through an ongoing street maintenance and preservation program as well as incorporating the concept of "Complete Streets" as supported by the	Both	Adaptation – Focusing on Complete Streets help make resilient neighborhoods
National Complete Streets Coalition.		Mitigation – Providing options other than driving helps lower carbon footprints of communities
Policy T-24: Identify a timeline and secure funding for completion of an Americans with Disabilities Act (ADA) Title II Self-Assessment and Transition Plan.	Adaptation	Adaptation – Create more accessible neighborhoods for everyone, enabling a more resilient population
Policy T-27: Improve local street patterns – including their design and how they are used – for walking, bicycling, and transit use to enhance communities, accessibility, connectivity, and physical activity.	Both	Adaption – Transition from a car centric city to a multi-modal model, developing different options that allow for easier movement
		Mitigation – Less cars lowers emissions
Policy T-28:Support pedestrian and bicyclist education and safety programs such as Safe Routes to Schools and Healthy Communities.	Both	Adaption – Transition from a car centric city to a multi-modal model, developing different options that allow for easier movement
		Mitigation – Less cars lowers emissions
Policy T-29:Encourage the connection of streets when considering subdivision or street improvement proposals, unless topographic or environmental constraints would prevent it. Limit the use of cul-de-sacs, dead-end streets, loops, and other designs that form barriers in the community. Recognize that increasing roadway and non-motorized connections can reduce traffic congestion and increase neighborhood unity.	Adaptation	Adaptation – Connected streets allow for more community involvement and random interactions with help communities bond and create resilient relationships
Policy T-30: Ensure mobility choices for people with special transportation needs, including persons with disabilities, the elderly, the young, and low-income populations.	Adaptation	Adaptation – Create more accessible neighborhoods for everyone, enabling a more resilient population

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
Policy T-31:Work with Community Transit to expand transit and paratransit service to/from and within the City.	Adaptation	Adaptation – Create more accessible neighborhoods for everyone, enabling a more resilient population
Policy T-31:Coordinate with Community Transit and other jurisdictions on Commute Trip Reduction programs for major employers in Marysville and the region. Monitor and expand on program to meet the goals and requirements of the Commute Trip Reduction Act.	Adaptation	Adaptation – Create more accessible jobs, allowing for more opportunities for community members while lowering emissions
Policy T-32: Work with Community Transit, WSDOT, and other stakeholders to locate, construct and operate transit centers, Park & Ride and park-and-pool lots.	None	N/A
Policy T-33: Design transportation facilities to fit within the context of the built or natural environments in which they are located.	None	N/A
Policy T-34: Develop a system that encourages active transportation and minimizes negative impacts to human health and promotes a healthy community.	Adaptation	Adaptation – Active communities promote community connection and healthy habits, creating resiliency within neighborhoods
Policy T-35: Support implementation of transportation modes and technologies that reduce pollution and greenhouse gas emissions and improve system performance.	Mitigation	Mitigation – Reduce the amount of greenhouse gasses used for public transit
Policy T-36: Protect the transportation system against disaster, develop prevention and recovery strategies, and plan for coordinated responses. Develop and coordinate prevention and recovery strategies and disaster response plans with state, regional, and local agencies to protect against	Both	Adaptation – Creating a more resilient transit system also helps communities be more resilient, and more able to rely on public transit
major disruptions to the transportation system.		Mitigation – planning now can reduce the cost and emissions needed to repair damage from climate events
Policy T-37: Identify and preserve rights-of-way for future transportation system needs.	Both	Adaptation – focusing on transportation systems now enables better planning in the future
		Mitigation – Planning sooner and preserving space for transportation lowers the overall footprint of projects
Policy T-38: Establish concurrency standards for the City based on the Level of Service of intersecting arterials and signalized intersections during	None	N/A

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
weekday PM peak hour per the latest version of the Highway Capacity Manual (HCM), Transportation Research Board.		
Policy T-39:Set the acceptable level of service (LOS) for signalized intersections and intersections of two (or more) arterials as follows: · LOS E mitigated for: o SR 529/State Avenue/Smokey Point Boulevard within the City of Marysville o 4th Street/64th Street NE (SR 528) within the City o 88th Street NE (east of I-5 to 67th Avenue) · LOS D for: o All other intersections of two or more arterials within the City	None	N/A
Policy T-40:Set the acceptable level of service (LOS) for unsignalized intersections as follows: LOS D. However, on a case-by-case basis the City may allow the level of service for traffic movements from the minor street at a two-way, stop controlled intersection to operate below the adopted standard if the Public Works Director (or designee) determines that no significant safety or operational impact will result.	None	N/A
Policy T-41: Implement a transportation concurrency management program consistent with the six (6) year horizons of GMA and the City TIP to ensure adequate transportation facilities are concurrent with development.	None	N/A
Policy T-42: Monitor travel speeds along key corridors to support project development, priorities, and reporting (but not for concurrency purposes).	None	N/A
Policy T-43: Consider establishing a multimodal level of service standard.	Adaption	Adaptation – Reducing reliance on cars can be a good way of increasing transportation options and giving marginalized communities more forms of transit
Policy T-44 Develop the annual Six-Year Transportation Improvement Program (TIP) so it is financially feasible, leverages available City funding, and is consistent with the Comprehensive Plan.	None	N/A
Policy T-45: Pursue grants for funding a range of multimodal transportation improvements.	None	N/A
Policy T-46: Ensure growth mitigates its impacts through payment of transportation impact fees, State Environmental Policy Act (SEPA) conditions, concurrency, and other development regulations.	None	N/A
Policy T-47: Partner with other agencies to fund regional transportation improvement projects needed to serve the City.	None	N/A
Policy T-48: Work with adjoining agencies to mitigate development traffic impacts that cross jurisdictional boundaries.	Mitigation	Mitigation – Lower traffic impacts can help reduce idling and emissions

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
Policy T-49: Support use of Local Improvement Districts (LID) or other public/private funding for upgrading existing transportation facilities.	None	N/A
Policy T-50: Maintain a transportation database to measure operations and safety, of the transportation system for use in defining improvement projects and priorities.	None	N/A
Policy T-51: Continue to follow the reassessment strategy identified in the Transportation Element if funding falls short.	None	N/A

Parks

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PK-1 Acquire, preserve, and develop land, water, and waterfront areas for public recreation (i.e. trails and parks) based on area demand, public support, and use potential.	Both	Mitigation – Preserving and developing parks with trees can sequester carbon
		Adaptation – Trees and water associated with parks and trails can provide people with shade and cooling during extreme heat
PK-2 Maximize utilization of existing school district facilities, organizational, or other public facilities within each area whenever possible to supplement new and existing programming.	None	N/A
PK-3 Encourage citizen participation in the design and development of facilities and/or recreational areas.	None	N/A
PK-4 Encourage future development of school grounds to compliment the facilities planned in future park developments and maintain support of a recently revised interlocal agreement with the district to facilitate this goal.	None	N/A

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PK-5 Encourage and promote cultural facilities and social services, compatible with recreational use to be developed on or contiguous to park areas and designated buffer zones.	None	N/A
PK-6 Develop an approach to project planning and increase standards of park planning and design by developing support with surrounding jurisdictions such as Tulalip Tribes, City of Everett, City of Arlington, and Snohomish County for a regional planning effort.	None	N/A
PK-7 Maintain interlocal agreements with Snohomish County to address parks and recreation deficiencies in unincorporated areas of the City's Urban Growth Area and to ensure that park impact fees collected for developments within the Urban Growth Area are used to address	Both	Mitigation – Maintaining parks and trees can help sequester carbon and reduce emissions by preventing development on that land
needs/impacts to the City's park and recreation system.		Adaptation – Maintaining parks and trees provides shades and prevents erosion and stormwater runoff
PK-8 Pursue the acquisition of new parklands and proceed with the planning and development of new and existing parklands and facilities. Acquire environmentally sensitive areas to include streams, wetlands,	Both	Mitigation – Development of parklands with trees can sequester carbon
creek, and river corridors, as well as highly sensitive natural archaeological areas. Ensure that publicly owned land suitable for recreation purposes is set aside for that purpose.		Adaptation – Streams and river corridors with trees can provide shade and buffer from heat
PK-9 Accommodate new residential, commercial, and industrial development only when required parks, recreation, and open space are available prior to or concurrent with development.	Mitigation	Mitigation – Limits urban expansion into agricultural land and open space, preserving them and limiting emissions
PK-10 Encourage development in areas where parks, recreation, and open space are already available before developing areas where new parks, recreation, and open space would be required. Provide urban level parks, recreation, and open space only in Urban Growth Area.	Mitigation	Mitigation – Limits urban expansion into agricultural land and open space, preserving them and limiting emissions

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PK-11 Reduce per unit cost of public parks, recreation, and open space by encouraging urban density development within Urban Growth Area, and rural densities outside the Urban Growth Area.	None	N/A
PK-12 Provide park and recreation facilities within or adjacent to residential developments, and adjacent to or in conjunction with school district properties.	Mitigation	Mitigation – Reduces emissions by decreasing travel distance to parks and recreation facilities
PK-13 Developers should have primary fiscal responsibility to satisfy park, recreation, and open space needs/impacts created by their developments either by actual provision of these improvements or by a fee in-lieu alternate at the City's option.	None	N/A
PK-14 As an integral part of neighborhoods and the larger community, establish and enhance healthy, safe, abundant and varied recreation resources (both public and private) to serve present and future population needs.	None	N/A
PK-15 Develop recreational facilities to provide accommodations for users of the area's recreational amenities.	None	N/A
PK-16 Develop a pedestrian and bike system throughout the greater Marysville area. As possible, use creek corridors and the slough dike for a portion of these trails. These trails should connect all the Planning Areas, activity centers, park facilities, and open space system.	Mitigation	Mitigation – Reduces emissions by increasing access to active transportation
PK-17 New or expanded residential developments should be within walking distance, preferably but not necessarily via paved sidewalk or improved trail, of a neighborhood park, public recreation area, or in some cases a school. Existing residential areas should, as possible, also be provided with a neighborhood park, public recreation area, or in some cases a school within walking distance, via paved sidewalk or improved trail.	Mitigation	Mitigation – Reduces emissions by decreasing need to drive to parks, recreation areas, and pools

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PK-18 Buy, lease, or otherwise obtain additional lands and facilities for parks, recreation, and open space throughout the City/ Urban Growth Area and specifically in those areas of the City/ Urban Growth Area facing intense population growth and/or commercial development.	None	N/A
PK-19 Equitably distribute park and recreation opportunities by type throughout the City, Urban Growth Area, and Planning Areas.	None	N/A
PK-20 Coordinate park planning acquisition and development with other City projects and programs that implement the Comprehensive Plan.	None	N/A
PK-21 Develop parks and facilities in a quality manner to assure attractiveness, full utilization, and long-term efficiency.	None	N/A
PK-22 Develop a neighborhood and community park system that provides a variety of active and passive facilities.	None	N/A
PK-23 Incorporate utility, storm drainage, and public lands into the open space and linkage system through cooperative use agreements.	None	N/A
PK-24 Permit parks to be located in any part of the City by way of the conditional use process.	None	N/A
PK-25 Provide for an open space system within and between neighborhoods.	None	N/A
PK-26 An open space network should be developed to connect parks, environmental sensitive areas, preserved areas of trees and native vegetation suitable for wildlife use and habitat.	Both	Mitigation – Improving wildlife habitat can sequester carbon
		Adaptation – Improving wildlife habitat can provide a buffer from flooding, erosion, and other climate impacts

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PK-27 Restore or enhance the natural environment on developed and undeveloped City park sites where appropriate.	Both	Mitigation – Restored lands can sequester more carbon
		Adaptation – Restored lands can provide a buffer from flooding, erosion, and other climate impacts
PK-28 Jointly develop habitat stewardship plans, acquisition/restoration projects for Endangered Species Act (ESA) benefit, and demonstration management projects with the Surface Water Division of the Public Works Department.	None	N/A
PK-29 Develop habitat management plans for specific properties where habitat and public access issued require detailed review.	Both	Mitigation – Improving wildlife habitat management can sequester carbon and limit emissions from potential development
		Adaptation – Wildlife habitat can provide shade and reduce erosion and stormwater runoff
PK-30 Assign and map stewardship and management designations for selected City-owned parklands to outlined appropriate uses and identify management limitations.	None	N/A
PK-31 Explore techniques to manage and protect forest lands in City ownership.	Both	Mitigation – Forests sequester carbon
		Adaptation – Forests provide shade and prevent erosion from flooding and stormwater runoff
PK-32 Provide appropriate public access to natural resource areas in order to promote understanding and support of natural areas.	None	N/A
PK-33 Provide interpretive facilities that make it possible for visitors to learn about natural resources through self-guided exploration.	None	N/A
PK-34 Provide outdoor classrooms and gathering places where appropriate in City parks to facilitate environmental learning programs.	None	N/A
PK-35 Explore the possibility of providing an environmental education summer camp through the existing summer recreation program.	None	N/A
Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
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PK-36 Acquire, preserve and responsibly steward natural areas on City parklands as a key component of the City's habitat preservation strategy.	Both	Mitigation – Preserving wildlife habitat can sequester carbon and limit emissions from potential development
		Adaptation – Wildlife habitat can provide shade and reduce erosion and stormwater runoff
PK-37 Coordinate public and private efforts to identify and acquire key habitat parcels that preserve critical corridors.	Both	Mitigation – Preserving wildlife habitat can sequester carbon and limit emissions from potential development
		Adaptation – Wildlife habitat can provide shade and reduce erosion and stormwater runoff
PK-38 Partner with public and private organizations to assist in habitat improvement implementation, monitoring and research on sensitive City park lands.	Both	Mitigation – Preserving wildlife habitat can sequester carbon and limit emissions from potential development
		Adaptation – Wildlife habitat can provide shade and reduce erosion and stormwater runoff
PK-39 Partner with local environmental education providers to provide environmental programs.	None	N/A
PK-40 Provide opportunities for Park staff to conduct environmental education activities and programs.	None	N/A

Utilities

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
UT-1 Accommodate new residential, commercial, and industrial development only when required utilities are available prior to, or concurrent with, development. Concurrency indicates that utilities are available within six years of construction of the new development. Payment of mitigation fees is considered concurrency.	None	N/A
UT-2 Coordinate the City's land use planning with the utility providers' planning. Adopt procedures that encourage providers to utilize the Land Use Element and Urban Growth Area in planning future facilities.	Both	Adaptation – Coordinating urban growth with utility growth can ensure that utility facilities are planned properly, ensuring that services are resilient as the community grows
		Mitigation – Planning ahead on construction can help reduce the amount of carbon released from over building utilities
UT-3 Encourage development in areas where utilities are already available before developing areas where new utilities would be required.	Both	Adaptation – Encouraging growth in already established areas helps lower possibilities of overextension of services
		Mitigation – Developing already established utilities helps limit the amount of materials, emissions, and manpower needed to set up new facilities
UT-4 Provide urban level utilities only in Urban Growth Areas	Adaptation	Adaptation – Tying utilities to Urban Growth Areas
UT-5 Provide urban level utilities in Urban Growth Areas to enhance the quality of life, and maintain viable, efficient, and cost-effective delivery.	Both	Adaptation – Conform to urban growth area
		Mitigation – Mitigate the cost and amount of carbon needed to upkeep utilities
UT-6 Give priority to utility line extensions where on-site systems have created known pollution or health hazards.	Adaptation	Adaptation – Prevent pollution and health hazards

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
UT-7 Seek to coordinate, where appropriate, investment in utilities with business, employment, and economic development opportunities.	Adaptation	Adaptation – Coordinate utilities with development opportunities, investing in communities
UT-8 Reduce the per unit cost of public utilities by encouraging urban density development, allowing the distribution of public and private services more efficiently.	Both	Adaptation – Create denser cities Mitigation – Lower the amount of resources needed to deliver utilities
Coordinate and consolidate utilities districts, where feasible, to distribute public and private services more efficiently.	None	N/A
UT-10 Facilitate and encourage conservation of resources to delay the need for additional facilities.	Mitigation	Mitigation – Lower the consumption of utilities to delay need for new facilities
UT-11 Encourage the development of telecommunications infrastructure city-wide and region-wide.	None	N/A
UT-12 Allow location of utility distribution sites within residential areas, provided they are suitably landscaped and buffered, designed, and improved to prevent hazards to life and adverse effects on the surrounding neighborhood.	Adaptation	Adaptation – Create more integrated communities with grids that are resilient to weather events
UT-13 Use incentives to encourage undergrounding of utility distribution lines.	Adaptation	Adaptation – create more resilient infrastructure
UT-14 Public easements and rights-of-way should be considered multiple- purpose utility/public facility corridors. New utility systems, including gas, power, communications and transmission and distribution lines, should be located in existing public rights-of-way and easements where possible.	None	N/A
UT-15 Recognize the inter-jurisdictional characteristics of providing utilities and work with Snohomish County, other jurisdictions, and area wide residents.	Adaptation	Adaptation – Work with surrounding jurisdictions to encourage cooperation and overlap of services
UT-16 Extension of utilities should be carefully staged to achieve orderly, regular, and compact development.	Mitigation	Mitigation – Mitigate the footprint of utility projects
UT-17 The City/Utility Providers, and school districts should maintain open communications to keep each other abreast of plans and recommendations regarding closures, changes, and expansions of schools, streets, utilities, and other facilities that might impact each other.	None	N/A

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
UT-18 Process permits and approvals for utilities in a fair and timely manner, and in accordance with development regulations that ensure predictability.	None	N/A
UT-19 Provide utilities with annual updates of population, employment, and development projections. The City and utilities will seek to jointly evaluate actual patterns and rates of growth, and compare such patterns and rates to demand forecasts.	None	N/A
UT-20 Coordinate the formulation and periodic update of the utility element with adjacent jurisdictions.	None	N/A
UT-21 Coordinate and seek to cooperate with other jurisdictions in the implementation of multi-jurisdictional utility facility additions and improvements.	None	N/A
UT-22 Promote, when feasible, sharing trenches and coordination of construction timing to minimize construction-related disruptions to the public and reduce the cost to the public of utility delivery.	Mitigation	Mitigation – Sharing trenches can minimize the impact of construction
UT-23 To facilitate coordination of public and private utility trenching activities, to promote cost efficiencies, and to reduce disruption in the street right-of-way, the Public Works Department shall provide timely and effective notification to interested utilities of road construction and of maintenance and upgrades of existing roads.	None	N/A
UT-24 To ensure that growth is accommodated and adequate utilities are provided in a timely and cost-effective manner, facility location should be determined by the needs of facility users and clients, and the requirements of utility providers. The siting of facilities should address negative impacts on surrounding neighborhoods. Dispersal among neighborhoods should be an important consideration, but not a sole determinant of final siting decisions. The City's goal is to foster positive relationships between facilities and their neighbors, so that facilities will be regarded as assets to communities.	Adaptation	Adaptation – Conduct public relations to tie communities with their utilities and see them as their own, understanding them as a piece of their resilient community

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
UT-25 In order that utilities make a positive contribution to the built environment, the City will consider opportunities to incorporate accessible open space as an element of major public projects, including public utilities' facilities. Innovative approaches to planning, design, and development of these facilities to address existing and growth-related open space needs will be encouraged.	Adaptation	Adaptation – Make utilities multi-use, encouraging access to open spaces around utilities
UT-26 Require collocation of telecommunication facilities whenever possible to minimize the aesthetic impacts of multiple towers in the community.	Mitigation	Mitigation – Mitigate the need for construction through bundling of utilities together
UT-27 Work with telecommunication providers to construct antennas on existing structures, and new towers that use materials and structures that minimize visual impacts to the community.	Mitigation	Mitigation – using existing infrastructure lowers the impact of new construction

Public Facilities and Services

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PS-1 Accommodate new residential, commercial, and industrial development only when required facilities and services are available prior to or concurrent with development. Concurrency indicates that facilities are available within six years of construction of the new development. Payment of mitigation fees is considered concurrency.	None	N/A
PS-2 Assist growth and desired land use types and patterns through the planning, design, and installation of public services.	None	N/A
PS-3 Encourage development in areas where services are already available before developing areas where new services would be required.	Both	Mitigation – Limits emissions by keeping new development in existing developed areas
		Adaptation – Ensures those using new development have access to public services in case of climate emergencies

Goals and Policies	Adaptation, Mitigation, or Both	Notes (Risks Addressed or GHG Sources Addressed)
PS-4 Provide urban level facilities and services only in the Urban Growth Area.	Mitigation	Mitigation – Limits emissions by keeping new facilities and services within UGA, instead of converting agricultural lands or open space
PS-5 Reduce the per unit cost of public facilities and services by encouraging urban density development within the Urban Growth Area, and rural densities outside the Urban Growth Area.	None	N/A
PS-6 Siting of proposed public buildings and other facilities should conform with land use policies and regulations. Local government agencies are not exempt from their own requirements.	None	N/A
PS-7 Locate recreational and community facilities as focal points for the City.	None	N/A
PS-8 The location, design, and construction of public facilities and services should be compatible with existing and planned land uses and with natural systems such as drainage ways and shorelines.	Adaptation	Adaptation – Reduces risks from flooding and erosion from extreme rain events
PS-9 Development, residents, businesses, and industries should contribute their fair share toward mitigating identified impacts on public facilities.	None	N/A
PS-10 Implement the International Building Code and related codes, especially built-in fire protection for each structure in order to reduce the fire protection burden on the City. The implementation would also include older buildings, remodeled buildings, and buildings to be expanded that need updated fire protection facilities.	None	N/A
PS-11 Implement National Fire Protection Association (NFPA) codes in order to govern the maintenance of buildings and premises; safeguard life, health, property, and public welfare by regulating the storage, use and handling of dangerous and hazardous materials, substances, processes; regulate the maintenance of adequate egress facilities; and investigate all life and fire losses. PS-12 Permit public services and facilities to be located in any part of the City through	None	N/A
PS-12 Permit public services and facilities to be located in any part of the City through a conditional use permit process.	None	N/A

AGENDA ITEM NO. 7.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

May 1, 2023
Project Manager Bryan Milligan, Executive
Agreement
New Business
Evidence Building Professional Services Agreement, Supplemental No. 1
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 with Botesch, Nash & Hall for the Evidence Building Professional Services Agreement.

SUMMARY:

This supplemental agreement to the Botesh, Nash & Hall PSA for the retrofit of the former Quilceda Auto Wrecking Yard facility to meet the relocation needs of the Police Evidence Facility from 1635 Grove. The supplemental agreement is for additional scope not previously identified in the preliminary assessment. With more in depth investigation of the secondary structure on site, it was determined it was in lesser condition than previously known and replacement was more viable than repair. This additional A/E scope will provide complete integration of the replacement of the deteriorating secondary structure on the site for vehicle storage. This supplemental will add \$25,050.00 to the original agreement, bringing the full contract amount to \$353,535.00 for the complete design and construction oversight of evidence facilities needed to support the relocation of the police operation from 1635 Grove Street.

Original PSA	\$328,485.00
Supplemental No. 1	\$25,050.00
Total Agreement including Supplemental No. 1	\$353,535.00

ATTACHMENTS: BNH Evidence Building Supplemental Agreement No. 1.pdf

SUPPLEMENTAL AGREEMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.

THIS SUPPLEMENTAL AGREEMENT NO. 1 ("Supplemental Agreement No. 1") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City") and Botesch, Nash & Hall, Architects, P.S., a professional service corperation. ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for Botesch, Nash & Hall (BNH) to provide architectural and design services, and construction management for the relocation of the Police Departments evidence facility project. (the "Original Agreement"), said Original Agreement being dated October 19th, 2022; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for added engineering and design to expand the mezzanine in building "A" and provide foundation, interior and electrical design for the replacement of building "B" with a new prefab structure and to provide compensation therefore;

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

1. <u>Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement,</u> <u>"SCOPE OF SERVICES</u>", shall be supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. <u>Section 2 of the Original Agreement, "TERM"</u>, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight November 30th, 2023.

3. <u>Section 3 of the Original Agreement, "COMPENSATION"</u>, is amended to include the additional Consultant fee of \$25,050.00 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$353,535.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City."

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$328,485.00
Supplemental Agreement No.1	\$25,050.00
Grand Total	\$353,535.00

Each and every provision of the Original Agreement for Professional Services dated 4. October 19th, 2022, shall remain in full force and effect, except as modified herein.

DATED this ______ day of ______, 20____.

CITY OF MARYSVILLE

By _____ Jon Nehring, Mayor

DATED this <u>26</u> day of <u>4921</u>, 20<u>23</u>.

Botesch, Nash & Hall, Architects, P.S.

By Julia 24 Lel Andrew Hall Its: President

ATTEST/AUTHENTICATED:

, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXIHIBIT A-1 Scope of Services

Expanded Scope

- 1. Structural Engineering for expansion of mezzanine in building "A"
- 2. Structural Engineering for new foundation design of the new prefab building "B"
- 3. Electrical Engineering for lights & power in new building "B"
- 4. Architectural & Security for building "B" (doors, interior layout, walls, and alarms)

Expanded Schedule

- 1. Extend to terminate November 30th, 2023
 - Design through May 31th
 - Permits & Bidding June 1st June 16th
 - Contract June 19th June 30th
 - Construction (Substantial) July 5th October 20th
 - Construction (Final Completion) October 23rd November 30th

AGENDA ITEM NO. 8.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT		
DATE:	May 1, 2023	
SUBMITTED BY:	Assistant Police Chief Jim Lawless, Police	
ITEM TYPE:	Memorandum of Understanding	
AGENDA SECTION:	New Business	
SUBJECT:	Memorandum of Understanding Between the Washington Traffic Safety Commission and the City of Marysville Police Department	
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding.	
SUMMARY:	The Marysville Police Department has recently facilitated the training and certification of one of its officers as a Drug Recognition Expert (DRE) for the purpose of enhancing DUI investigations. With the increase in impaired drivers being under the influence of some sort of illicit narcotic that is not detectable via breath alcohol testing, it is imperative that we have the capability to fully investigate individuals who may be driving while impaired. This agreement details the activities our officers may be required to perform as part of a reciprocal agreement with the Washing State Patrol should our officer need to be called out in the capacity of a DRE, as well as guidelines for the Washington State Traffic Commission's reimbursement of the officer's salary when called out in this manner. Full details are provided in the attached MOU that has been reviewed and approved as to form by the City Attorney.	

ATTACHMENTS: DRE_MOU_042723.docx

MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION 621 8th Ave SE, Suite 409, PO Box 40944, Olympia WA 98504-0944

THIS AGREEMENT is made and entered into by and between:

(Agency Name)

Hereinafter referred to as "CONTRACTOR" and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as "WTSC."

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies who have certified Drug Recognition Experts (DRE) to conduct the following activities:

- **Respond in person** to allied agency requests for DRE assessments when no other DRE is available on duty and this response is in 'overtime status' from a list of certified DREs.
- Cover shift extension 'overtime' when completing a drug evaluation or covering a request for a DRE
- Court testimony resulting from performing drug evaluations with call outs and shift extensions when overtime is required. (This MOU and grant funding is not responsible for overtime generated from cases/arrests during normal employment or assignment)
- On an overtime basis, participate in duties as a DRE during emphasis patrols, allied agency DRE-related requests, or other DRE programs such as teaching and training deemed necessary and pre-approved by the Washington State DRE Coordinator between July 1, 2021 through June 30, 2023.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

- All contractor DREs will be available for callout by Washington State Patrol (WSP) communications in their individual regions. WSP Communications will be notified of the DRE availability when that DRE signs into service with their respective allied agency. As part of this agreement, contractor DREs are responsible to ensure that WSP Communications has their correct contact information in the DRE callout system.
- 2. Contractor will provide a certified DRE on an "overtime" basis (**not to exceed 1.5 times contracted salary and allowable benefits, even during paid holiday**) to perform DRE activities as specified. No other commissioned personnel will be funded.
- 3. The period of activity will begin on July 1, 2021 and extend through June 30, 2023.
- 4. Drug evaluation performance standards for certified and funded DREs must meet the standards of the International Association of Chiefs of Police (IACP).
- 5. DREs will maintain good standing with Drug Evaluation Classification Program; i.e. paperwork, rolling logs, and resumes. (Contractor and DRE will be notified if DRE is not eligible for availability and removed from WSP roster -30 day notice given.)
- 6. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the WTSC, one representative from Contractor agency and one representative from the DECP. The dispute panel shall thereafter decide the dispute with the majority prevailing.
- 7. Either party may terminate this agreement upon (30 days) written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

- 8. WTSC Termination This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 9. The WTSC will monitor and track the availability of DRE Callout funds. Expenditure tracking will be shared with WSP quarterly to ensure DRE Callout funding is being fully utilized.

FISCAL RESPONSIBILITY:

- 1. For all DRE overtime activities to be billed against this MOU, any projected overtime amount greater than \$3,000 must get prior written approval from WTSC.
- 2. Contractor must submit the billings and supporting documents to the WTSC at PO Box 40944, Olympia, WA 98504-0944 or emailed to <u>mmedalen@wtsc.wa.gov</u> for approval and reimbursement **not more than 30 days after the last day of the month in which the overtime is worked**. Billings and supporting documents submitted later than the 30 day cutoff will be reviewed on a case by case basis. Contractor must ensure that reimbursement being requested <u>is not</u> for on-duty time, but for call out and shift extension overtime only. Billings will include:
 - Completed and signed invoice Voucher, A19-1A Form (attached). Your agency must be identified as the "Claimant" and Federal Tax ID # and an original signature of the agency head, command officer or contracting officer must be provided on the A19-1A form.
 - Payment documentation (overtime slips, payroll documents, etc.)
 - DRE Request Form showing all pertinent information. If for court case, evidence it came from a prior MOU overtime situation must be provided with the A-19 1A form.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

APPROVED/DISAPPROVED

(Date)

Washington Traffic Safety Commission (Date)

Contracting Agent Title & NAME (print/type name)

(Signature)

Please return this signed form (email is preferred) to:

mmedalen@wtsc.wa.gov

Washington Traffic Safety Commission Attn: Mark Medalen PO Box 40944 Olympia, WA 98504

AGENDA ITEM NO. 9.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT			
DATE:	May 1, 2023		
SUBMITTED BY:	Public Works Services Manager Skip Knutsen, Public Works		
ITEM TYPE:	Purchase Order		
AGENDA SECTION:	New Business		
SUBJECT:	Purchase Order - 2023 Peterbilt 220 Pavement Paint Striping Truck		
SUGGESTED ACTION:	Recommended Motion: I move to authorize the Mayor to execute the purchase order with MB Companies Inc. in the amount of \$466,815.09, plus applicable sales tax, for procurement of a 2023 Peterbilt 220 Pavement Paint Striping Truck.		
SUMMARY:	The Fleet budget was appropriated funds for the purchase of a pavement paint striping truck in the amount of \$425,000. The City is a member of Sourcewell Cooperative Purchasing, where staff obtained a final quote under Contract #080521-AEBI in the amount of \$466,815.09, plus applicable sales tax. The quote, applicable to this purchase, exceeds the budget appropriation in the amount of \$86,629.34. City staff has determined that there is available funding within the 2023 Street's budget to absorb the additional costs. Cost escalation over the budget estimate is due to upgrade of the air compressor size and capacity which will clear roadways of debris prior to striping, resulting in an improved longer lasting application of materials.		

ATTACHMENTS: 2023_Peterbilt_220_PO.pdf Q17291 042723 - SOURCEWELL QUOTE FORM.pdf

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M-B Companies, Inc. Pavement Marking Equipment 95 Blessing Drive Muncy, PA 17756

Phone 920 898 4203 Fax 920 898 4588 www.m-bco.com

PRICE QUOTATION

QUOTATION NO.

17291 Please refer to this number when submitting an order

Expiration Date: 5/8/23

To: City of Marysville 80 Columbia Ave

Marysville, WA 98270

Attn: Jake Wetzel / 360-363-8260

F.O.B. Shipping Point: Muncy, PA

Date: 4/6/23

We appreciate the opportunity to submit the following quotation:

M-B Companies, Inc. Truck Mounted Airless Striping Equipment

The following is inclu	ided in the price shown below:							
Product Code MAXI500A DCWIRED NIGHTLIGHT	Item Description Maxi-500A, 2-250 GALLON NON-PRESSURE TANKS Install Wired David Clark Intercom, 3 stations Install Night Lights (each)	L \$ \$ \$	IST COST 291,587.50 5,552.50 331.50	SC \$ \$ \$	DURCEWELL 277,008.13 5,274.88 314.93	QTY 1 1 7	\$ \$ \$	TOTAL 277,008.13 5,274.88 2,204.48
STROBE360	Install Strobe Light (each) - 360 Degree Beacon	\$	835.13	\$	793.37	5	\$	3,966.84
GL3000P	Install Laser Pointer on Chassis Cab Roof	\$	9.425.76	\$	8.954.47	1	\$	8.954.47
REARVIDREC	Install Rearview Camera System with Recorder (DVR)	\$	1,702.13	\$	1,617.02	1	\$	1,617.02
SC12	Install SC-12 Skiptimer system	\$	15,690.15	\$	14,905.64	1	\$	14,905.64
GRACOPAINT	Install Graco 238-377 Paint Gun	\$	1,443.43	\$	1,371.25	1	\$	1,371.25
GRACOBEAD	Install Graco 238-338 Bead Gun	\$	1,579.95	\$	1,500.95	1	\$	1,500.95
AIRNOZZLES	Install Air Blower Nozzle Ahead of Gun Rows (each)	\$	379.95	\$	360.95	4	\$	1,443.81
ELEVATORS	Install Remote Elevators on Paint Guns (each)	\$	848.49	\$	806.06	4	\$	3,224.25
CANOPY	Install Aluminum Canopy	\$	3.359.63	\$	3.191.64	1	\$	3,191,64
OLY	Install Poly Fenders over Single Rear Axle	\$	1.032.75	\$	981.11	1	\$	981.11
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SCHMIDT	Install Schmidt Air Dryer in lieu of Laman (smaller trucks)	\$	2,126.70	\$	2,020.37	1	\$	2,020.37
SOLVENTSYS	Install Solvent/Cleaner System with 20 Gallon ASME Tank	\$	5,975.93	\$	5,677.13	1	\$	5,677.13
TRAINING	expenses	\$	2.000.00	\$	1.900.00	3	\$	5,700.00
	OFF CONTRACT I	TEMS	_,	•	.,		•	-,
DCHEADSET	Additional Headset for David Clark Intercom	\$	600.00			1	\$	600.00
GRACOHPPUMPS	Install Graco High Pressure Paint Pumps in lieu of Titan	\$	5,267.50			2	\$	10,535.00
TOTES	Install Totes in lieu of Round Paint Tanks	\$	(11.570.36)			1	\$	(11.570.36)
N	Install Handgun and 25' Hose for Cleaner System	\$	765.00			1	\$	765.00
	Install Hitch Connector on bumper to install cone bumper	÷				·	÷	100100
HITCHCONNECTOR	at later date	\$	875.48			1	\$	875.48
	DELIVERY							
SHIPPING	Delivery, Driven, to Marysville, WA	\$	6,500.00			1	\$	6,500.00
	CHASSIS							
	2023/2024 Peterbilt Model 220 35,000lbs GVW, 170"							
CHASSIS	Wheelbase			\$	120,068.00	1	\$	120,068.00
					TOTAL	FOR THE ABOVE:	\$	466,815.09
			DED IN BASE					
CONEPLATEORM	Add removable cone deck 2 seats 1 headset	\$	5 983 75			1	\$	5 983 75
DISCLAIMER - DL	JE TO THE VOLATILITY OF THE CURRENT MARKET CON	UDITIO	NS PRICING IS	SUBJ	ECT TO CHANGE A	ND WILL NEED RE	EVIEW	ED PRIOR TO
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PAYMENT TERMS	S: Net 20 Davs					This quotatio	n is v	alid for 30 Davs
	Delivery: 90 to 120 days after	er rece	pipt of chassis,	not w	vithstanding excepti	onal circumstance	es ou	t of our control.
Unless otherwis	e Stated, prices quoted are for the above listed quantil	ties sh aboy	ipped at one ti	me. F	Prices may change	if quantities differ	from	those shown
M B Commenter	Inc		/		Cust	or Accontance -f	Orde	
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By: Mike Vander Zwaag, Territory Sales Manager								
Pavement Marking Equipment Division								

THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVELY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.

Signature

Date

QUOTATION NO: Q17291

Standard Terms and Condition of Sale

M-B Companies, Inc. of Wisconsin ("Seller") agrees to sell products, parts or components to ("Buyer") on the terms and conditions set out in these Terms and Conditions (the "Terms and Conditions").

Placement of Orders: Processing of an order will not commence until Seller has received written confirmation. If Buyer does not issue a formal purchase order, written confirmation must include the following information: M-B model, size, other options (if applicable), prime mover model to which striper will be mounted, quantity, price, expected discount, expected delivery date, and shipping instructions. This information should appear on Buyer's letterhead, and be signed by an authorized representative of Buyer.

Acceptance: All orders are subject to final written acceptance by Seller at its home office. These Terms and Conditions constitute the final agreement between Seller and Buyer, and shall apply to all sales by Seller to Buyer. Seller's acceptance of this order is expressly conditioned on Buyer's agreement to these Terms and Conditions. Buyer shall be deemed to have consented to these Terms and Conditions in the event it accepts the shipment of any products from Seller. These Terms and Conditions supersede any and all conditions contained in Buyer's purchase order or other document furnished by Buyer. Any attempt by Buyer to vary these terms is hereby expressly objected to and rejected.

Price: Unless otherwise stated, all prices and deliveries are FOB Muncy, Pennsylvania. Prices do not include any taxes. All prices, specifications, terms and conditions are subject to change without notice. All orders will be invoiced at the price in effect when the order is received by Seller. All quotations shall be valid for a period of ninety (90) days unless otherwise noted.

Delivery Dates / Delays: Delivery date quoted shall be FOB shipping point date unless otherwise specified. Delivery dates are only estimations by Seller. In the event of delay attributable to Buyer, Buyer shall compensate Seller for delay costs. Seller shall not be liable for delays in delivery or failure to perform due to causes beyond its reasonable control, including but not limited to, acts of nature, acts of war or terrorism, Buyer's acts or failures to act, acts of government or military authority, delays in transportation or shortages, or inability due to causes beyond Seller's reasonable control to obtain necessary labor, materials, utilities, components, parts or manufacturing facilities.

Payment Terms: Payment terms are Net 20 days after invoice date (special terms may apply). Seller reserves the right to require cash payment if Seller develops doubt as to Buyer's ability to pay. Seller may charge Buyer interest at the rate of one percent (1.0%) over current prime rate per annum on past due accounts. In addition, in the event of late payment or default by Buyer, Seller shall be entitled to collect its attorneys' fees, expenses and other costs incurred in pursuing collection. Buyer shall not take any credit against payment due Seller without a written credit memorandum authorizing such credit issued in advance by Seller. Payments due to Seller, whether for the purchase of products or otherwise, shall be paid without deduction, set-off, or recoupment by Buyer.

Returns: Buyer shall not return any products unless authorized in writing by Seller with Seller's "returned materials authorization" number (RMA). The RMA must be prominently displayed on the outside of the return packaging. Any request to return products must be made within ten (10) days from the receipt of the products by Buyer. Returned products must be in first class saleable condition, in their original container, shipment prepaid. The issuance of an RMA number is not an admission of liability on Seller's part for reimbursement of any type. The returned products will be examined upon receipt, at which time proper disposition will be determined. Buyer will be advised at that time of any adjustments or credits that may be made. All products that are returned for any reason other than defective material will be subject to inspection to ensure the item's resaleable condition. In any event, a 30% restocking fee, as well as the freight charges both ways will be deducted from any credit. Nonstandard or used material, and components designed to meet Buyer's unique requirements or specifications, are not returnable. Unless otherwise expressly agreed, an order for equivalent value must accompany returned products and all such products are accepted for credit only after factory inspection. Buyer returning products must pay transportation charges and bear risks of loss or damage to goods while in transit. Warranty: Seller provides a limited warranty pursuant to the terms of its separate Limited Warranty Policy. The Warranty is Buyer's exclusive remedy.

Limitation of Liability: Seller shall not be liable to Buyer or any Customer of Buyer for any incidental, consequential, special or punitive damages. In no event shall Seller be liable for damages which exceed the purchase price for the products.

Indemnification / Insurance: Buyer shall indemnify and hold Seller harmless from any loss, including, but not limited to, attorneys' fees and expenses, which Seller may sustain as the result of any claim arising out of or relating to use or sale of the products by Buyer, Buyer's customer, or any third party. If Buyer maintains insurance which may be applied to any liability it has to Seller pursuant to these Terms and Conditions, then Buyer agrees to take whatever actions are necessary to perfect said insurance coverage for the benefit of Seller.

Changes / Cancellation: Buyer may request changes in its order provided that Seller receives written notice of and accepts the desired changes and that Buyer accepts the additional charges as determined by Seller. Seller's refusal of Buyer's request to change its purchase order shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller. Seller shall have the absolute right to cancel any undelivered orders upon breach thereof by Buyer, failure by Buyer to make any payment required hereunder, or insolvency or bankruptcy of Buyer. A purchase order or any part thereof which is accepted by Seller may not be cancelled by Buyer until Seller receives written notice of the cancellation, has determined reasonable additional charge to be made and the charge has been paid by Buyer.

Infringement: With respect to the products which are made by Seller based on any specifications, directions, models, or samples furnished by Buyer or commercial standards of Buyer's industry, Buyer will defend and hold Seller harmless from any and all liability and expenses arising out of or relating to any claims based on infringement or alleged infringement of patents, trademarks or copyrights from the use or sale of products made by Seller either as such or as part of complete items.

Notices: Any notice given pursuant to these Terms and Conditions shall be sent by means providing proof of delivery and: (1) if to Buyer, to its regular place of business; and (2) if to Seller: PO Box 200, 1615 Wisconsin Avenue, New Holstein, Wisconsin 53061.

Entire Agreement: The parties agree that there are no understandings, agreements or representations, express or implied not specified in these Terms and Conditions and that this instrument contains the entire agreement between Seller and Buyer, and that, consequently, no course of prior dealings and no usage of the trade shall be relevant to supplement or explain any of the terms used in these Terms and Conditions.

Governing Law: These Terms and Conditions shall be construed and interpreted under the laws of the State of Wisconsin. Any disputes arising hereunder or relating to the products shall be brought in Calumet County, Wisconsin.

AGENDA ITEM NO. 10.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT				
DATE:	May 1, 2023			
SUBMITTED BY:	Planning Manager Chris Holland, Community Development			
ITEM TYPE:	Ordinance			
AGENDA SECTION:	New Business			
SUBJECT:	An Ordinance for Civic Center - Delta Avenue Right-of-Way Dedication			
SUGGESTED ACTION:	Recommended Motion: I move to approve Ordinance, dedicating Tract 999 of the Civic Center Boundary Line Adjustment for public use as right-of-way for Delta Avenue and record with the Snohomish County Auditor.			
SUMMARY:	At the conclusion of construction of the Civic Center a BLA was recorded essentially combining a number of small lots and creating two lots and one Tract 999. Tract 999 contains the frontage improvements that were constructed along Delta Avenue with the construction of the Civic Center.			
	The attached Ordinance proposes dedication of the 10,212 square feet of Tract 999 of the City of Marysville Boundary Line Adjustment (LBA22008) recorded under Auditor's File Number 202211305006, for public use as right-of-way for Delta Avenue.			

ATTACHMENTS: AFN 202211305006 BLA Map - BLA22008.pdf ORD-Civic Center Tract 999 ROW Dedication-FINAL.pdf

MARYSVILLE CIVIC CENTER PERIMETER LEGAL DESCRIPTION

THOSE PORTIONS OF BLOCK I, BLOCK 6 AND BLOCK 7, CORRECTED PLAT OF S.W. SISCO'S ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF BLOCK | AND BLOCK 2, MORGAN'S ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

ALSO TOGETHER WITH THOSE VACATED STREETS AND ALLEYS PER CITY ORDINANCE NO. 3119, RECORDED UNDER AUDITOR'S FILE NUMBER 201902260237, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF BLOCK 7, SAID CORRECTED PLAT OF SISCO'S ADDITION TO MARYSVILLE, WITH A LINE 75.00 FEET EASTERLY FROM, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE NORTH & DEGREES 38 MINUTES 21 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 7, A DISTANCE OF 50.24 FEET TO A LINE THAT IS 25 FEET EASTERLY FROM, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD: THENCE NORTH 6 DEGREES 58 MINUTES OF SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 1302.40 FEET TO A POINT THAT IS 10.92 FEET SOUTHERLY, AS MEASURED ALONG SAID RAILROAD RIGHT-OF-WAY LINE, FROM THE NORTH LINE OF BLOCK I, SAID MORGAN'S ADDITION TO MARYSVILLE, THENCE SOUTH 78 DEGREES 32 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF THOSE DEEDS FOR RIGHT-OF-WAY PURPOSES RECORDED UNDER AUDITOR'S FILE NUMBER 524494 AND AUDITOR'S FILE NUMBER 495017, A DISTANCE OF 163.00 FEET TO A POINT 39.00 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF BLOCK I, SAID MORGAN'S ADDITION TO MARYSVILLE, AS MEASURED ALONG THE EAST LINE OF SAID BLOCK I; THENCE SOUTH I DEGREE 14 MINUTES 54 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF DELTA AVENUE, A DISTANCE OF 455.0T FEET TO THE SOUTHEAST CORNER OF BLOCK 2, SAID MORGAN'S ADDITION; THENCE NORTH 88 DEGREES 29 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 2, A DISTANCE OF 35.45 TO THE NORTHERLY EXTENSION OF THE EAST LINE OF BLOCK I, SAID CORRECTED PLAT OF SISCO'S ADDITION; THENCE SOUTH | DEGREE 10 MINUTES 31 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF DELTA AVENUE, A DISTANCE OF 476.72 FEET TO THE SOUTHEAST CORNER OF BLOCK 6, SAID CORRECTED PLAT OF SISCO'S ADDITION: THENCE NORTH && DEGREES 38 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 6, A DISTANCE OF 180.03 FEET TO THE SOUTHWEST CORNER OF LOT 4, SAID BLOCK 6; THENCE SOUTH I DEGREE OG MINUTES 40 SECONDS WEST A DISTANCE OF 75.00 FEET TO THE NORTHEAST CORNER OF LOT 12, BLOCK 7. SAID CORRECTED PLAT OF SISCO'S ADDITION: THENCE CONTINUE SOUTH I DEGREE OF MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 8.09 FEET TO A LINE THAT BEARS NORTH 6 DEGREES 58 MINUTES 05 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 6 DEGREES 58 MINUTES OS SECONDS WEST, ALONG A LINE THAT IS 75 FEET EASTERLY FROM, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, A DISTANCE OF 253.21 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTIONS AFTER

LOT I, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER 22-008, RECORDED UNDER AUDITOR'S FILE NUMBER 2022/130 5006 , RECORDS OF SNOHOMISH COUNTY, MASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST .. W.M.

LOT 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER 22-008, RECORDED UNDER AUDITOR'S FILE NUMBER 2022/1305006 , RECORDS OF SNOHOMISH COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.

TRACT 999, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER 22-008, RECORDED UNDER AUDITOR'S FILE NUMBER 2022 1/30 5006 , RECORDS OF SNOHOMISH COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.

DECLARATION

WE, THE UNDERSIGNED OWNERS DECLARE THAT WE ARE SOLELY RESPONSIBLE FOR SECURING AND EXECUTING ALL NECESSARY LEGAL ADVICE OR ASSISTANCE CONCERNING THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THOSE PORTIONS OF THE PROPERTIES INVOLVED IN THE BOUNDARY LINE ADJUSTMENT; AND DECLARE THAT THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THE PROPERTY IN QUESTION HAVE BEEN PREPARED AND EXECUTED SO THAT, UPON THE RECORDING OF THE BOUNDARY LINE ADJUSTMENT, THE TITLE TO THE PROPERTIES WILL ACCURATELY REFLEC THE NEW CONFIGURATION RESULTING FROM THE BOUNDARY LINE ADJUSTMENT AS APPROVED BY THE CITY

KNOW ALL PERSONS BY THEIR PRESENTS THAT WE THE UNDERSIGNED OWNERS, OR LEGAL REPRESENTATIVES, OF THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A LOT LINE REVISION THEREOF AND DECLARE THIS REVISION BE THE GRAPHIC REPRESENTATION OF SAME, AND THAT SAID REVISION IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS, IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

APPROVED THIS 14 DAY OF NOVEMBER 2022.

JON NÉHRING, MAYOR CITY OF MARYSVILLE, A WASHINGTON MUNICIPAL CORPORATION

SURVEYOR'S CERTIFICATE

HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND; THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING SURVEYING.

JEROME R. ANDES, P.L.S. 17362

ACKNOWLEDGMENTS STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JON NEHRING IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE MAYOR OF THE CITY OF MARYSVILLE, A WASHINGTON MUNICIPAL CORPORATION AND TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: 11.14.2022

Generieve Geddi.

PRINT NAME: Genevieve Geddis NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING IN Lake Stevens WA

MY APPOINTMENT EXPIRES 12.23.2025

BASIS OF BEARING

MONUMENT LINE ON CEDAR AVENUE FROM 6TH STREET (M-1) TO 8TH STREET (M-2) BEARING N OI"09'55" E.

WASHINGTON STATE PLANE NORTH ZONE; HELD M-I FOR COORDINATE BASE

SURVEYOR NOTE

I. GROUND DISTANCE = GRID DISTANCE X 1.000057623 2. ALL CONTROL DATA FURNISHED BY CITY OF MARYSVILLE GPS CONTROL.

SURVEY NOTES:

- I. THE BEARING ALONG THIS PORTION OF DELTA AVENUE (N 1º14'54" E) IS A MEAN BEARING OF MONUMENTS M-I TO M-2 AND M-5 TO M-7. I MAY NOT HAVE CHOSEN THIS METHOD, BUT HAVE ACCEPTED IT AS USED BY ASPI (REF S-5).
- 2. HELD CENTERLINE AND RIGHT-OF-WAY LINES PARALLEL WITH 8TH STREET PER ASPI (S-5)

LEGEND

- FOUND MONUMENT AS NOTED Ð
- FOUND REBAR & CAP AS NOTED (8/2018) 0
- SET 1/2"X 24" REBAR W/ YELLOW CAP STAMPED "ANDES 17362" (9/2022)
- SET MAG NAIL W/ BRASS WASHER STAMPED "ANDES 17362" (9/2022) A
- (C)CALCULATED
- (D) DEED

FIELD PROCEDURES AND INSTRUMENTATION

THE METHOD OF SURVEY WAS FIELD TRAVERSE WITH A LEICA TSI2 ROBOTIC TOTAL STATION. THE LINEAR AND ANGULAR CLOSURE OF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET FORTH IN W.A.C. 332-130-090.

MONUMENTS:

M-I - M-2	FOUND 1-1/2" BRASS CAP & PUNCH; DOWN O
M-3 - M-7	FOUND 1-1/2" BRASS CAP WITH 'X' & PUNCH;
M-8	FOUND 2-1/2" BRASS CAP (NO MARK); DOW
M-9	FOUND MONUMENT IN CASE (9/1983)
M-10	FOUND 4"X 4" CONCRETE MONUMENT WITH I- PUNCH; DOWN 0.5' IN CASE (REF S-6)

MONUMENTS: ALL FOUND 6/2018 UNLESS OTHERWISE NOTED

ASSESSOR PARCEL NUMBERS (APN):

APN 00576200600100	APN 00518500101
APN 00576200600200	APN 00518500100
APN 00576200100100	APN 00518500200
APN 00576200100300	APN 00518500200
APN 00576200700502	APN 005185001018
APN 00576200601501	APN 00518500100
	APN 00518500100
	APN 00518500100
	APN 00518500101
	APN 0051850020

APN 00518500101400 APN 00518500101401

> 202211305006 BOUNDARY LINE ADJUSTMENT-MAP Rec: \$312.50 11/30/2022 2:32 PM 6 PG SNOHOMISH COUNTY, WA



1/9/22

CITY OF MARYSVILLE B.L.A. 22-008



).5' IN CASE DOWN 0.4' IN CASE N 0.9' IN CASE

-1/2" BRASS CAP &



CERTIFICATES EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 10TH DAY OF NOVEMBER 2022.

auliemillen COMMUNITY DEVELOPMENT DIRECTOR

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED,

INCLUDING 2022 TAXES.

Bran Sullivan BATRORA 11/30/22 TREASURER, SNOHOMISH COUN

SHEET INDEX

- LEGAL DESCRIPTIONS, CERTIFICATES, DECLARATIONS, ACKNOWLEDGMENTS, SURVEY DATA & APPROVALS SHEET I
- BLA BEFORE & AFTER SHEET 2
- SOLUTION 4TH STREET TO 6TH STREET SHEET 3
- SOLUTION 6TH STREET TO 8TH STREET SHEET 4
- DETAILS (I) SHEET 5
- DETAILS (2) & REFERENCES SHEET 6

AUDITOR'S CERTIFICATE

OR RECORD AT THE REQUEST OF THE CITY OF MARYSVILLE, THIS 30 DAY

OF HOVEMBER, 2022, AT 32 MINUTES PAST 2P.M., AND RECORDED IN

VOLUME ______ OF SURVEYS, PAGE _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

burth Fe AUDITOR, SNOHOMISH COUNTY

Diana Mix DEPUTY COUNTY AUDITOR

			A.F.N.	2022/1305006	REV. 10 JSM 11/9/22
	DES Surveying, p.s.	MARYSVILLE, WA PHONE: 425-350-5063	BOL	RECORD OF SUR INDARY LINE AD FOR CITY OF MARYSVIL	VEY / JUSTMENT LE
DRAWN BY: JSM CHECKED: JRA DATE: SEPT 2022	JOB DATA:	3005-28.69 201811 BLA [MSVL1811] FB: FILE 3005-28.69 BLA 11-9-22.PDF	5	A PORTION OF N.W.1/4 S.W.1/4 & S.W.1/ ECTION 28, TOWNSHIP 30 NORTH, RANGE CITY OF MARYSVILLE, STATE OF WAS	 /4 S.W.I/4 05 EAST, W.M. SHINGTON SHEET OF 6



JOB DATA:	3005-28.69 201811 BLA [MSVL1811] FB: FILE 3005-28.69 BLA 11-9-22.PDF	A PORTION OF N.W.I/4 S.W.I/4 & S.W.I/4 S.W.I/4 SECTION 28, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M. CITY OF MARYSVILLE, STATE OF WASHINGTON GHEE

CITY OF MARYSVILLE Marysville, Washington

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, DEDICATING RIGHT-OF-WAY FOR PUBLIC USE.

WHEREAS, the City of Marysville owns Tract 999 of the City of Marysville Boundary Line Adjustment (BLA22008) recorded under Auditor's File Number 202211305006; and

WHEREAS, the City of Marysville constructed road improvement on Delta Avenue with the construction of the Civic Center; and

WHEREAS, all 10,212 square feet of Tract 999 will be used for road right-of-way purposes and should be dedicated to that purpose; and

WHEREAS, Tract 999 is legally described and depicted in Exhibit A attached hereto; and

WHEREAS, the public health, safety and welfare will benefit from the dedication of Tract 999 to public use as right-of-way.

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

Section 1. The 10,212 square feet of Tract 999 of the City of Marysville Boundary Line Adjustment (BLA22008) recorded under Auditor's File Number 202211305006, as legally described and depicted in **Exhibit A** is hereby dedicated to public use as right-of-way for Delta Avenue.

Section 2. The proper offices of the City of Marysville shall record a certified copy of this ordinance with the Snohomish County Auditor and execute any tax affidavits or other documents required to dedicate these tracts to right-of-way.

Section 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary correction 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 ordinance or their sections and subsections.

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

Section 5. **Effective Date**. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of May 8,

2023.

CITY OF MARYSVILLE

By:

JON NEHRING, MAYOR

Attest:

By: GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By: JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____

AGENDA ITEM NO. 11.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023
SUBMITTED BY:	Court Administrator Suzanne Elsner, Court
ITEM TYPE:	Ordinance
AGENDA SECTION:	New Business
SUBJECT:	An Ordinance Amending MMC2.24.090 Related to Court Costs
SUGGESTED ACTION:	Recommended Motion: I move to adopt Ordinance No.
SUMMARY:	Amending jury fees to \$25.00 (plus mileage received at the rate determined under RCW43.03.060. Amending warrant recall fees to \$50.00

ATTACHMENTS: Ordinance Jury pay - jw edit.docx

CITY OF MARYSVILLE Marysville, Washington

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING MMC 2.24.090 RELATED TO JUROR FEES AND COURT COSTS.

WHEREAS, certain costs and fees relating to the administration of the Marysville Municipal Court are established by chapter 2.24 of the municipal code; and

WHEREAS, certain court costs and other fees have not been revised in over twenty years and do not accurately reflect the actual costs associated with the services provided; and

WHEREAS, these costs and fees should be updated.

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

SECTION 1. Section 2.24.090 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By___

JON NEHRING, MAYOR

Attest:

By_____, DEPUTY CITY CLERK

Approved as to form:

By______JON WALKER, CITY ATTORNEY

Date of publication:_____ Effective Date (5 days after publication):_____

Exhibit A

2.24.090 Court costs – Disposition of revenue.

(1) The provisions of RCW 3.50.100 are hereby adopted and incorporated by reference.

(2) The following court costs shall apply to all cases arising from violations of city ordinances which are tried before the municipal court:

(a) Witness fees \$10.00 for each day in attendance and juror fees, \$25.00 for each day in attendance (plus mileage each way at the privately owned vehicle mileage rate set by the director of the Washington office of financial management);

(b) Warrant service and return fees, \$50.00;

(c) Warrant recall fees, \$50.00.

AGENDA ITEM NO. 12.

Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 1, 2023
SUBMITTED BY:	Burton Eggertsen, Legal
ITEM TYPE:	Ordinance
AGENDA SECTION:	New Business
SUBJECT:	An Ordinance Amending Chapter 6.27 MMC by Criminalizing Possession of a Controlled Substance Without a Prescription, Removing the Referral Requirement, and Updating the Penalty for Use of a Controlled Substance in a Public Place
SUGGESTED ACTION:	Recommended Motion: I move to adopt Ordinance No

SUMMARY:

The Washington State Supreme Court struck down the state law prohibiting possession of a controlled substance without a prescription on February 25, 2021. In response, the State adopted ESB 5476, which established a new criminal law violation for possession of a controlled substance without a prescription (and which established other associated criminal law violations). This new criminal law violation for possession of a controlled substance without a prescription, however, expires on July 1, 2023, and the State has not passed any replacement.

ESB 5476 additionally established a requirement for law enforcement to issue at least two referrals to drug assessment and services in lieu of arrest and prosecution. However, this requirement will effectively become inoperable if the current State drug possession offenses expire without replacement on July 1, 2023.

The state uniform controlled substance act, chapter 69.50 RCW ("UCSA"), preempts cities from adopting penalties that are inconsistent with UCSA. However, if there is no state statute that prohibits the possession of a controlled substance in Washington, the City may choose to criminalize such conduct and set penalties. Article XI, section 11 of the state constitution authorizes a city to "make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws."

The use of controlled substances without a prescription is correlated with criminal activity, homelessness, and mental health issues. The absence of any criminal penalties for such possession will reduce the effectiveness of the City's initiatives in teaming with social workers and mental health professionals and the Mental Health Alternatives Program (MAP Court), by eliminating incentives for individuals to enter treatment or obtain necessary social services. In addition, referral requirements have been an impediment in terms of combatting the negative consequences of the use of controlled substances. The attached ordinance would establish a criminal law violation for possession of controlled substances without a prescription, remove the referral requirements from the municipal code, and update the penalty for use of a controlled substance in a public place.

CITY OF MARYSVILLE Marysville, Washington

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 6.27 OF THE MUNICIPAL CODE, BY CRIMINALIZING THE POSSESSION OF A CONTROLLED SUBSTANCE WITHOUT A PRESCRIPTION, REMOVING THE OFFER OF REFERRAL REQUIREMENT, AND UPDATING THE CRIMINAL PENALTY FOR USE OF A CONTROLLED SUBSTANCE IN A PUBLIC PLACE.

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with social workers and mental health professionals and the municipal court's Mental Health Alternatives Program; and

WHEREAS, on February 25, 2021, the Washington State Supreme Court held in the case of *State v. Blake*, (197 Wn.2d 170, 481 P.3d 521 (2021)), that RCW 69.50.4013(1) – the statute that criminalized the possession of a controlled substance without a prescription – exceeded the state's police power and violated the due process clauses of the state and federal constitutions because it lacked a knowledge element; and

WHEREAS, the Supreme Court's ruling had the effect of eliminating any criminal penalties for the possession of a controlled substance without a prescription; and

WHEREAS, in response to the *Blake* decision and in recognition of the negative health and safety consequences associated with the use of controlled substances, the City Council

approved Ordinance No. 3179 on March 8, 2021, which amended the Marysville Municipal Code (MMC) by adopting a new Section 6.27.030, which established criminal penalties for possession of controlled substances; and

WHEREAS, the Governor signed ESB 5476 on May 13, 2021, which implemented a new RCW 69.50.4013, which in turn established a new criminal law violation and associated penalties for possession of a controlled substance (and which included a knowledge element, thereby addressing the issues raised by the *Blake* decision); and

WHEREAS, ESB 5476 additionally resulted in the adoption of RCW 10.31.115, which implemented requirements for law enforcement to issue at least two referrals to drug assessment and services in lieu of arrest and prosecution for violations of RCW 69.50.4013 (as well as for other related violations of Chapter 69.50 RCW); and

WHEREAS, because RCW 69.50.608 preempts the setting of penalties for violations of Chapter 69.50 RCW, the City Council adopted Ordinance 3183 on May 25, 2021, which removed Section 6.27.030 from the Municipal Code; and

WHEREAS, the new RCW 69.50.4013 as established by ESB 5476 is set to expire on July 1, 2023, and the State Legislature has not passed any replacement to date; and

WHEREAS, RCW 10.31.115 will be rendered inoperative if RCW 69.50.4013 and associated statutes expire; and

WHEREAS, the lack of criminal penalties for the possession of controlled substances without a prescription would result in an increase in the negative health and safety consequences associated with the use of controlled substances without a prescription; and

WHEREAS, the lack of enforcement authority of the police would interfere with the City's initiatives to address addiction and criminal activity associated with the use of controlled substances without a prescription by eliminating incentives for individuals to enter treatment or obtain necessary social services; and

WHEREAS, the lack of criminal penalties and police authority in regard to the possession of controlled substances without a prescription would have an immediate, direct, and negative impact on the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the courts in decisions such as *City of Tacoma v. Luvene*, 118 Wn.2d 826, 827 P.2d 1374 (1992), and *State v. Fisher*, 132 Wn. App. 26, 130 P.3d 382 (2006), have recognized the concurrent jurisdiction of local governments to criminalize drug-related activity; and

WHEREAS, to prevent the negative impacts that would occur if RCW 69.50.4013 expires on July 1, 2023 without a replacement, and to assist City initiatives to address addiction and criminal activity associated with drug use, the City Council desires to establish a criminal penalty for possession of a controlled substance without a prescription, to eliminate current
referral requirements, and to update the criminal penalty for use of a controlled substance in a public place, effective on July 1, 2023.

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

SECTION 1. Chapter 6.27 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall take effect on July 1, 2023.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2023.

CITY OF MARYSVILLE

By___

JON NEHRING, MAYOR

Attest:

By_____

_____, DEPUTY CITY CLERK

Approved as to form:

By____

JON WALKER, CITY ATTORNEY

EXHIBIT A

Chapter 6.27 CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA

Sections:

- 6.27.010 Statutes incorporated by reference.
- 6.27.020 Possession of drug paraphernalia.
- 6.27.021 Possession of 40 grams or less of marijuana Penalty.
- 6.27.022 Use of a controlled substance in a public place.
- 6.27.030 Possession of controlled substances.

6.27.010 Statutes incorporated by reference.

The following statutes regarding controlled substances and drug paraphernalia are incorporated by reference:

RCW

- 9.47A.010 Definition.
- 9.47A.020 Unlawful inhalation Exception.
- <u>9.47A.030</u> Possession of certain substances prohibited, when.
- <u>9.47A.040</u> Sale of certain substances prohibited, when.
- <u>9.47A.050</u> Penalty.
- <u>69.41.010</u> Definitions of legend drugs.
- 69.41.030 Possession of a legend drug unlawful.
- 69.41.060 Search and seizure.
- 69.50.101 Definitions.
- 69.50.102 Definitions.
- 69.50.201 Authority to control.
- 69.50.202 Nomenclature.
- <u>69.50.204</u> Schedule I.
- 69.50.206 Schedule II.
- 69.50.208 Schedule III.
- 69.50.210 Schedule IV.
- 69.50.212 Schedule V.
- <u>69.50.4011</u> Counterfeit substances Penalties.
- <u>69.50.445</u> Opening package or consuming marijuana in view of general public or public place.
- <u>69.50.505</u> Seizure and forfeiture.

6.27.020 Possession of drug paraphernalia.

(1) It is unlawful for any person to use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance, other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.

(2) It is unlawful for any person to deliver, possess with intent to deliver, or manufacture with intent to deliver drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.

(3) Any person 18 years of age or over who violates subsection (2) of this section by delivering drug paraphernalia to a person under 18 years of age who is at least three years his or her junior is guilty of a gross misdemeanor.

(4) It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia. Any person who violates this subsection is guilty of a misdemeanor.

(5) It is lawful for any person over the age of 18 to possess sterile hypodermic syringes and needles for the purpose of reducing blood-borne diseases.

6.27.021 Possession of 40 grams or less of marijuana – Penalty.

Except as provided in RCW <u>69.50.401</u>(3) or as otherwise authorized by Chapter <u>69.50</u> RCW, any person knowingly possessing 40 grams or less of marijuana is guilty of a misdemeanor.

6.27.022 Use of a controlled substance in a public place.

(1) It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.

(2) "Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.

(3) "Public place" means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.

(4) Use of a controlled substance in a public place is a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.

6.27.030 Possession of controlled substances.

(1) It is unlawful for any person to knowingly possess a controlled substance or to possess a controlled substance with intent to use it, unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by Chapter <u>69.50</u> RCW.

(2) Any person who violates this section is guilty of a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.

(3)(a) The possession, by a person 21 years of age or older, of usable marijuana, marijuana concentrates, or marijuana-infused products in amounts that do not exceed those set forth in RCW $\underline{69.50.360}(3)$ is not a violation of this section or this chapter.

(b) The possession of marijuana, usable marijuana, marijuana concentrates, and marijuanainfused products being physically transported or delivered within the state, in amounts not exceeding those that may be established under RCW <u>69.50.385</u>(3), by a licensed employee of a common carrier when performing the duties authorized in accordance with RCW <u>69.50.382</u> and <u>69.50.385</u>, is not a violation of this section or this chapter.

(c) The possession by a qualifying patient or designated provider of marijuana concentrates, usable marijuana, marijuana-infused products, or plants in accordance with Chapter <u>69.51A</u> RCW is not a violation of this section or this chapter.

(d) It is unlawful for a person under 21 years of age to knowingly possess or possess with intent to use marijuana, marijuana-infused products, or marijuana concentrates, regardless of THC concentration. This does not include qualifying patients with a valid authorization. Violation of this subsection is a misdemeanor punishable by up to 90 days in jail and a \$1,000 fine.