



**MARYSVILLE**  
WASHINGTON

**WORK SESSION**  
**MONDAY, FEBRUARY 6, 2023 – 7:00 PM**  
**501 DELTA AVENUE**  
**MARYSVILLE, WA 98270**

**AGENDA**

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**To listen to the meeting without providing public comment:**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/86246307568>**

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Proclamation: Declaring February 2023 Black History Month in Marysville  
[PROCLAMATION Black History Month 2023.pdf](#)

**Discussion Items**

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

- 1. January 23, 2023 Council Meeting Minutes  
[01.23.2023 Meeting Minutes](#)

**Consent**

- 2. December 31, 2022 (B) Claims in the Amount of \$2,289,887.06 Paid by EFT Transactions and Check Numbers 160100 through 160233  
[123122B.rtf](#)
- 3. December 31, 2022 (C) Claims in the Amount of \$3,679,835.75 Paid by EFT Transactions and Check Numbers 160331 through 160499

[123122C.rtf](#)

4. January 10, 2022 Payroll in the Amount of \$1,879,723.02 Paid by EFT Transactions and Check Numbers 34249 through 34179
5. January 11, 2023 Claims in the Amount of \$212,156.76 Paid by EFT Transactions and Check Numbers 160234 through 160284  
[011123.rtf](#)
6. January 18, 2023 Claims in the Amount of \$265,630.48 Paid by EFT Transactions and Check Numbers 160285 through 160330 with Check Number 157840 Voided  
[011823.rtf](#)
7. January 25, 2023 Payroll in the Amount of \$1,650,155.93 Paid by EFT Transactions and Check Numbers 34262 through 34274
8. January 25, 2023 Claims in the Amount of \$263,427.57 Paid by EFT Transactions and Check Numbers 160574, 160575, 160576, 160618 through 160658  
[012523.rtf](#)
9. February 1, 2023 Claims in the Amount of \$1,736,716.25 Paid by EFT Transactions and Check Numbers 160659 through 160794 with Check Numbers 160144, 160423, 160577 through 160617 Voided  
[020123.rtf](#)

## **Review Bids**

## **Public Hearings**

## **New Business**

10. Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement (PA20060)

Recommended Motion: I move to authorize the mayor to sign the Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement.

[Tempoary Turn Around Easement-Sather Farms Phase 1-PA20060.pdf](#)  
[Sather Farms Phase 1 Plat Map-PA20060.pdf](#)

11. Professional Services Agreement with Snohomish County for Marysville Visitor Analytics

Recommended Motion: I move to authorize Mayor Nehring to execute the 2023 professional services agreement with Snohomish County for Marysville visitor analytics.

[2023 Professional Services Agreement - Visitor Analytics.pdf](#)

12. Local Agency Federal Aid Project Prospectus and Local Agency Agreement (LAA)

Supplement with WSDOT for the 88th ST NE Corridor Improvement Project – Phase 1

Recommended Motion: I move to authorize the Mayor to execute Local Agency Agreement No. LA10348 Supplement No. 1 with WSDOT and associated Local Agency Federal Aid Project Prospectus thereby securing right-of-way funds for the 88th St NE Corridor Improvements Project – Phase 1.

[LAA\\_SUPP 1\\_PHASE 1\\_88th ROW\\_12-05-22.pdf](#)

[PROSPECTUS\\_PHASE 1\\_11-15-22.pdf](#)

13. Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project in the amount of \$92,050, for a total contract amount of \$135,191 and to extend the contract terms through December 31, 2023.

[Gray and Osborne Supplement No 2\\_Armar Rd.pdf](#)

14. Supplemental Agreement No. 4 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Project

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 4 to the Professional Services Agreement with HDR, Inc. for the 88th ST NE Corridor Project in the amount of \$197,391.33, for a total contract amount of \$2,196,436.53, and to extend the contract terms through December 31, 2024.

[HDR Supp4\\_88th\\_ROW support\\_02-23-23.pdf](#)

15. An **Ordinance** amending the Public Notice Requirements for Land Use Applications

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

[Memo, Ordinance & Exhibits - Public Notice Amendments](#)

16. An **Ordinance** adding definitions for Open Space Active and Open Space Passive and amending the Open Space requirements for Planned Residential Developments and Residential Density Incentives provisions

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

[Memo, Ordinance and Exhibits - RDI and PRD Open Space Amendments](#)

17. An **Ordinance** to adopt Planning Commission's recommendation related to code amendments proposed for MMC Chapter 22C.160, Signs, and MMC Chapter 22A.020, Definitions

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

[1 Ordinance final.docx.pdf](#)

[2 PC DRAFT Minutes-012423.docx.pdf](#)

[3 PC Recommendation-Temporary Signs-CA22001.pdf](#)

**Legal**

**Mayor's Business**

**Staff Business**

**Call on Councilmembers and Committee Reports**

**Adjournment/Recess**

**Executive Session**

*A. Litigation*

*B. Personnel*

*C. Real Estate*

**Reconvene**

**Adjournment**

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Proclamation

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

**SUBJECT:** Proclamation: Declaring February 2023 Black History Month in Marysville

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[PROCLAMATION Black History Month 2023.pdf](#)



# PROCLAMATION

## Declaring February 2023 Black History Month in Marysville

WHEREAS, in 1976, President Gerald Ford named the first nationwide Black History Month to “seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history;” and

WHEREAS, in that spirit, nearly 50 years later we continue to recognize and celebrate the significant roles African Americans have played in the history of our community, state and country; and

WHEREAS, the theme of Black History Month 2023, “Black Resistance,” explores how African Americans have resisted historic and ongoing oppression since the nation’s earliest days; and

WHEREAS, about 34,000 Snohomish County residents report Black or African American ethnicity; and

WHEREAS, this month we honor our African American neighbors, their accomplishments and contributions, and together we celebrate the distinct influence they have on the cultural fabric of our city and surrounding communities.

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

### **BLACK HISTORY MONTH**

in the City of Marysville. I encourage all residents of Marysville to recognize the significant and lasting contributions that African Americans bring to the success of our community.

Under my hand and seal this sixth day of February, 2023.

THE CITY OF MARYSVILLE

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*Jon Nehring, Mayor*



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Minutes

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

**SUBJECT:** January 23, 2023 Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[01.23.2023 Meeting Minutes](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Regular Meeting  
January 23, 2023**

**Call to Order**

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

**Invocation**

Megan Harrell from Eagles Wings gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

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

Staff: CAO Gloria Hirashima, City Attorney Jon Walker, Parks Director Tara Mizell, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Finance Director Crystil Wooldridge, Information Systems Administrator Chris Brown, Public Works Director Jeff Laycock, Human Resources Director Megan Hodgson, IT Director Stephen Doherty, Community Information Officer Connie Mennie (via Zoom), IT Services Supervisor Jeremiah Nyman (via Zoom)

**Approval of the Agenda**

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



**AYES: ALL**

### **Audience Participation**

John Condyles, 5823 83rd Ave NE, Marysville, explained how to pronounce his last name.

### **Approval of Minutes**

1. [January 3, 2023 City Council Work Session Minutes](#)

#### **01.03.2023 Work Session Minutes**

Councilmember James noted that "Director" Scairpon should be corrected to "Chief" Scairpon on page 10.

**Motion** to approve the January 3, 2023 City Council Work Session Minutes as corrected moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

2. [January 9, 2023 City Council Meeting Minutes](#)

#### **01.09.2023 Meeting Minutes**

**Motion** to approve the January 9, 2023 City Council Meeting Minutes as presented moved by Councilmember James seconded by Councilmember King.

**AYES: ALL**

### **Consent**

3. December 31, 2022 Claims in the Amount of \$523,800.99 Paid by EFT Transactions and Check Numbers 159937 through 160090

#### **123122A.rtf**

4. January 4, 2023 Claims in the Amount of \$3,852.73 Paid by EFT Transactions and Check Numbers 160091 through 160099

#### **010423.rtf**

**Motion** to approve Consent Agenda items 3 and 4 moved by Councilmember Muller seconded by Council President Norton.

**AYES: ALL**

### **Review Bids**

### **Public Hearings**

## New Business

5. [An Ordinance related to amendments to Marysville Municipal Code \(MMC\) 3.51 Petty Cash Fund](#)

### [Amended Petty Cash Funds Ordinance - Jan 2023.docx](#)

Director Wooldridge reviewed this modification to the municipal code to remove a couple petty cash funds that are no longer needed.

**Motion** to approve Ordinance No. 3254 moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

6. [Contract with BlueBridge Alliance](#)

### [Final City of Marysville WA PD BlueBridge operating agreement copy.pdf](#)

Chief Scairpon reviewed this project with BlueBridge Alliance whose aim is to increase positive interactions between the community and law enforcement. This would be a pilot project to work with BlueBridge to provide flexible funds to the Police Department to allow them to do good deeds for community members on a much more frequent basis. The embedded social worker has some funds to work with but this would be for the average patrol officer so they also can respond to needs that they encounter. There are guidelines associated with the program and required training of officers. Clarification questions and answers followed.

Councilmember James noted that the new Marysville Police Foundation has a similar mission. Chief Scairpon agreed and explained how these would be complementary programs.

**Motion** to approve the contract with BlueBridge Alliance and the Marysville Police Department moved by Councilmember Richards seconded by Councilmember James.

**AYES: ALL**

7. [WSDOT Local Agency Agreement and Federal Aid Project Prospectus for the 2020 City Safety Program Project](#)

### [LAA\\_2020 City Safety RRFBS.pdf](#)

### [Prospectus\\_R2106\\_20230109.pdf](#)

Director Laycock reviewed this item.

**Motion** to authorize the Mayor to execute the Local Agency Agreement and Local Agency Federal Aid Project Prospectus to obligate design funds for the 2020 City Safety Program project moved by Council President Norton seconded by Councilmember King.

**AYES: ALL**

#### 8. [First Responders Flex Fund](#)

##### [BH-23-62-08-200.pdf](#)

Chief Scairpon explained that this fund is the money received through grants from Snohomish County. It is used by the embedded social worker to meet needs encountered in the community.

**Motion** to approve the First Responders Flex Fund in the amount of \$9,295.00 moved by Councilmember King seconded by Councilmember Richards.

**AYES: ALL**

#### 9. [An Ordinance amending the 2023-2024 Biennial Budget and providing for the establishment of pay classifications and grades or ranges as budgeted for in Ordinance No. 3239.](#)

##### [Budget\\_Amendment\\_Ordinance\\_01232023 rev.docx](#)

Director Wooldridge reviewed this ordinance amending the 2023-2024 Biennial Budget establishing the compensation pay classifications and grades or ranges in accordance with MMC 2.50.030. Pay changes are for management and non-represented employees and would be effective January 1, 2023. It is consistent with the adopted 2023 Budget.

**Motion** to adopt Ordinance No. 3255 moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

### Legal

### Mayor's Business

Mayor Nehring had the following comments:

- Tomorrow is the official Olympia Day for Marysville.
- On Wednesday there will be a coffee klatch at the community center at 10 am.
- Government Affairs Committee with the School District will be at 9 a.m. on Thursday.
- He and Director Laycock met with WSDOT about the 156th Street project.
- Mayor Nehring noted that the State of the City presentation would be given next Thursday at 6:30 p.m.

### Staff Business

City Attorney Walker stated the need for an Executive Session to address two items - one labor negotiations item and one item related to the lease of city property expected to last 10 minutes with no action on either item.

### **Call on Councilmembers and Committee Reports**

Councilmember Condyles reported on the Downtown Revitalization Committee meeting. On Saturday he went out and talked with some business owners on 3rd Street. Thanks to staff for assistance with the meeting.

Councilmember James reported that the Health District has dissolved and is now the Health Department under Snohomish County. Snohomish County Cities had their monthly meeting. He was re-elected to the Law and Justice Council.

Councilmember King:

- He attended the open house at the Opera House a week ago Wednesday. There was a good crowd, and staff did a good job.
- Plans for Strawberry Festival are coming along. He noted there will be an earlier start time for the parade this year which should be better for families and a different parade route so 528 doesn't have to be closed.
- He commented that Burlington clothing is opening at the Town Center Mall.
- On Saturday he attended the annual firefighter awards and retirees dinner. It was a nice function.

Councilmember Stevens had no comments.

Councilmember Richards reported on the January 11 Parks Board meeting. The community center open house went great. Strawberry Fields design is finalized, and they plan to start in another month or so. The pump track ran into some issues with the location. They are still working this out. The boat launch pay station has been implemented.

Councilmember Muller stated he is looking forward to tomorrow's very full agenda in Olympia.

Council President Norton:

- She reported on the January 10 Finance Committee meeting where they got a report on the City's self-insurance. The early results show that the City has saved quite a bit of money. The City plans to create a reserve fund with the savings so they are prepared.
- She also reported on the January 17 Public Safety Committee meeting. They looked at crime rates and compared 2022 rates compared to pre-pandemic levels. Citywide, crime dropped 2.5% compared to the 4-year average pre-pandemic levels. The north area continues to be the most problematic due to retail theft and domestic violence calls. They also received an update on staffing and the number of citations on the new codes passed in December.

- She is also looking forward to representing Marysville at the meetings in Olympia.
- She expressed appreciation for the beautiful invocation given by Megan tonight.

### **Recess**

Council recessed at 7:37 p.m. and moved into Executive Session at 7:47 p.m.

### **Executive Session**

Executive Session was held to discuss one item related to the lease of real estate and one item regarding collective bargaining with no action taken. Executive Session was expected to last 10 minutes and was extended for 5 minutes until 8:02 p.m.

### **Reconvene**

The public meeting reconvened at 8:02 and immediately adjourned.

### **Adjournment**

The meeting was adjourned at 8:02 p.m.

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

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Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** December 31, 2022 (B) Claims in the Amount of \$2,289,887.06 Paid by EFT Transactions and Check Numbers 160100 through 160233

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[123122B.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160110	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	91.90
160111	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	132.50
160112	ALEXANDER PRINTING	BUSINESS CARDS - MULLER	CITY COUNCIL	129.00
160113	ALS LABORATORY	COM DECANT, SUSTAINABILITY FEE	STORM DRAINAGE	830.00
160114	AMAZON CAPITAL	SUPPLIES	OPERA HOUSE	42.00
	AMAZON CAPITAL	STORAGE RACK	COMPUTER SERVICES	48.08
	AMAZON CAPITAL	WIRELESS HDMI TRANSMITTER	COMPUTER SERVICES	98.45
	AMAZON CAPITAL	MAKITA HEPA FILTER	CUSTODIAL SERVICES	124.16
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	156.29
	AMAZON CAPITAL		PERSONNEL ADMINISTRATION	169.25
	AMAZON CAPITAL	CHAIR MATS/COAT HOOKS	EXECUTIVE ADMIN	187.88
	AMAZON CAPITAL	OPERATING SUPPLIES/TOOLS	COMPUTER SERVICES	344.23
	AMAZON CAPITAL	DRY ERASE BOARD	PERSONNEL ADMINISTRATION	344.60
	AMAZON CAPITAL	PLOTTER INK	COMPUTER SERVICES	459.37
	AMAZON CAPITAL	VERIZON EXTENDERS	CAPITAL EXPENDITURES	492.25
	AMAZON CAPITAL	COUNTERTOP SINKS	GMA-PARKS	777.24
	AMAZON CAPITAL	CHAIR MATS/COAT HOOKS	CAPITAL EXPENDITURES	786.70
	AMAZON CAPITAL	OPERATING SUPPLIES	COMPUTER SERVICES	935.73
160115	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	925.00
160116	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	173.40
160117	ARLINGTON HARDWARE	CORED PLUG	SOURCE OF SUPPLY	30.10
160118	BICKFORD FORD	ROTOR ASY	ER&R	336.67
	BICKFORD FORD	ROTOR/BLADE ASSEMBLY	ER&R	440.64
	BICKFORD FORD	BRAKE/ROTOR ASY	ER&R	862.00
160119	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	822.39
	BILLING DOCUMENT SPE		UTILITY BILLING	3,262.74
160120	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	504.00
160121	C M HEATING	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	35.00
	C M HEATING	REFUND MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	63.00
160122	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	31.07
	CASCADE NATURAL GAS		WATER FILTRATION PLANT	110.59
	CASCADE NATURAL GAS		WATER FILTRATION PLANT	1,282.39
	CASCADE NATURAL GAS		WATER FILTRATION PLANT	2,755.17
160123	CATHOLIC COMMUNITY	CCS-CHORE SERVICES NOVEMBER	COMMUNITY	1,042.69
160124	CENTRAL WELDING SUPP	HEAT PACK HAND WARMERS	ER&R	15.52
	CENTRAL WELDING SUPP	SURVEYOR MESH SAFETY VEST	ER&R	21.33
	CENTRAL WELDING SUPP		ER&R	21.33
	CENTRAL WELDING SUPP	HEAT PACK HAND WARMERS	ER&R	31.18
	CENTRAL WELDING SUPP	SURVEYOR MESH SAFETY VEST	ER&R	42.67
	CENTRAL WELDING SUPP	DIPPED GLOVES	ER&R	59.40
	CENTRAL WELDING SUPP	GLOVES	ER&R	118.81
	CENTRAL WELDING SUPP	RECHARGEABLE FLASHLIGHT	ER&R	433.22
	CENTRAL WELDING SUPP		ER&R	1,010.86
	CENTRAL WELDING SUPP	BOMBER JACKETS - INVENTORY	ER&R	1,716.50
160125	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	820.50
	CLEAN CUT TREE & STU		PARK & RECREATION FAC	1,859.80
160126	CNR, INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
160127	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE/TAG	ER&R	280.03
160128	CORE & MAIN LP	METER BOXES	WATER SERVICES	539.36
	CORE & MAIN LP	MUELLER HYD REP KIT	HYDRANTS	934.79
	CORE & MAIN LP	H2O RATED PE LID/METER BOX	WATER SERVICE INSTALL	1,881.02

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160129	CRAIN, JASON	EMPLOYEE RECOGNITION LUNCH	MEDICAL CLAIMS	314.32
160130	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
160131	DELL	LAPTOP BATTERIES	COMPUTER SERVICES	194.28
	DELL	DELL PRECISION 7920	IS REPLACEMENT ACCOUNTS	4,411.00
160132	DICKS TOWING	TOWING 22-55526	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-59694	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-59737	POLICE PATROL	77.54
	DICKS TOWING	TOWING 22-CEY1688	POLICE PATROL	77.54
	DICKS TOWING	TOWING BSW4464	POLICE PATROL	77.54
	DICKS TOWING	TOWING CDA7223	POLICE PATROL	77.54
	DICKS TOWING	TOWING CEK0762	POLICE PATROL	77.54
	DICKS TOWING	TOWING HONDA	POLICE PATROL	77.54
	DICKS TOWING	TOWING CCA9805	POLICE PATROL	155.08
160133	DIMENSIONAL COMMUNI	SETUP ON TOWER SIDE	CAPITAL EXPENDITURES	15,544.65
160134	DOUGLAS, DARRIN	LICENSE FEE CDL REIMBURSEMENT	SOLID WASTE OPERATIONS	136.00
160135	E&E LUMBER	SUPPLIES	POLICE PATROL	19.30
	E&E LUMBER	AIM FLAME MAX LIGHTER	PARK & RECREATION FAC	21.83
	E&E LUMBER	CLAMP LIGHT, BULBS	WASTE WATER TREATMENT	45.52
	E&E LUMBER	STAKES	RECREATION SERVICES	65.10
160136	EAGLE FENCE	CHAIN LINK, TUBE LINE	SOURCE OF SUPPLY	446.35
160137	EDGE ANALYTICAL	BOOSTER-CHROMOGENIC	WATER QUAL TREATMENT	13.00
	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	23.00
	EDGE ANALYTICAL	LAB ANALYSIS, RANNEY WELL	WATER QUAL TREATMENT	46.00
160138	EM PRECISION LLC	HYDRANT METER FEES	WATER-UTILITIES/ENVIRONME	-100.00
	EM PRECISION LLC		WATER/SEWER OPERATION	1,150.00
160139	ENSOR, BROOKE	LUNCH - TRAINING	STORM DRAINAGE	175.30
160140	EVERETT OFFICE	FURNITURE FOR MCC	CAPITAL EXPENDITURES	932.09
	EVERETT OFFICE	OFFICE STOOLS	GMA-PARKS	1,354.37
	EVERETT OFFICE	FURNITURE INSTALLATION	CAPITAL EXPENDITURES	4,551.04
160141	EVERETT, CITY OF	THERAPEUTIC COURT OVERHEAD	MUNICIPAL COURTS	6,900.00
160142	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-14.52
	EVIDENT, INC.		POLICE PATROL	169.04
160143	EYER, MATTHEW	NOTEBOOK	UTIL ADMIN	18.59
	EYER, MATTHEW	EMPLOYEE APPRECIATION	MEDICAL CLAIMS	264.66
160144	FASTSIGNS	ALUMINUM	PARK & RECREATION FAC	1,542.23
160145	FELDMAN & LEE P.S.	MONTHLY CONTRACT DEC	PUBLIC DEFENSE	52,000.00
160146	FORSLOF, WALLACE	EDUCATION REIMBURSEMENT	POLICE INVESTIGATION	309.00
	FORSLOF, WALLACE		POLICE INVESTIGATION	618.00
160147	GRAINGER	FILTER ELEMENT	SMALL ENGINE SHOP	39.01
	GRAINGER	WINDSHIELD WASHER	ER&R	171.98
	GRAINGER	DISPOSABLE GLOVES	CUSTODIAL SERVICES	225.81
	GRAINGER		CUSTODIAL SERVICES	225.81
	GRAINGER	EAR PLUGS, HEAD LAMP, GLOVES	ER&R	746.86
160148	GUNDERSON, JARL	LEOFF I - MEDICARE/DENTAL	POLICE ADMINISTRATION	109.30
	GUNDERSON, JARL		POLICE ADMINISTRATION	340.20
160149	HARBOR FREIGHT TOOLS	PB BLASTER PENETRANT PRO	STORM DRAINAGE	134.26



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160149	HARBOR FREIGHT TOOLS	PB BLASTER PENETRANT PRO	SEWER MAIN COLLECTION	134.26
160150	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
160151	HD FOWLER COMPANY	GASKETS, BOLT KITS,	WATER SERVICE INSTALL	100.87
160152	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	1,491.06
	HDR ENGINEERING		GMA - STREET	4,685.72
	HDR ENGINEERING		GMA - STREET	17,249.51
	HDR ENGINEERING		GMA - STREET	41,227.31
160153	HEALTH, DEPT OF	STILLAGUAMISH WATER SYSTEM	ENTERPRISE D/S	6,671.93
	HEALTH, DEPT OF		ENTERPRISE D/S	222,397.82
160154	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE WWTP	WASTE WATER TREATMENT	1.04
160155	HON COMPANY	FURNITURE FOR MCC	CAPITAL EXPENDITURES	4,164.28
160156	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	374.74
160157	JOHNSTON, ROSS	SNOW PLOWING	SOLID WASTE OPERATIONS	16.92
160158	JORGENSON, DEREK	MILEAGE FOR TRAINING	PERSONNEL ADMINISTRATION	58.13
160159	JUDD & BLACK	APPLIANCE INSTALLATION	FACILITY REPLACEMENT	4,471.89
160160	JULZ ANIMAL HOUS	K-9 SUPPLIES	K9 PROGRAM	17.97
160161	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
160162	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	1,110.00
160163	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	219.00
160164	LAMOUREUX, ROBERT	APPRECIATION MEALS	PERSONNEL ADMINISTRATION	279.90
160165	LASTING IMPRESSIONS	EMBROIDERY OF UNIFORM ITEMS	UTIL ADMIN	370.05
	LASTING IMPRESSIONS		UTIL ADMIN	370.06
160166	LAYTON TREE CONSULT	ARBORIST SERVICE	WATER RESERVOIRS	575.00
160167	LES SCHWAB TIRE CTR	TRACTION RETREAD, REPAIR	ER&R	2,422.11
160168	LOWES HIW INC	METRIC ALLEN WRENCHES/STRIPPERS	WASTE WATER TREATMENT	38.39
	LOWES HIW INC	WATERPROOFING TAP	FACILITY REPLACEMENT	45.64
	LOWES HIW INC	PEBBLED, PVC, WHITE LATTICE	FACILITY REPLACEMENT	65.28
	LOWES HIW INC	PLUMBING PARTS	WATER DIST MAINS	82.02
	LOWES HIW INC	FIBERGLASS HANDLE, SCREEN	FACILITY REPLACEMENT	122.43
	LOWES HIW INC	SMALL TOOLS FOR FACILITIES	FACILITY REPLACEMENT	128.47
	LOWES HIW INC	TOP SOIL, CONCRETE PLACER	WATER DIST MAINS	221.46
	LOWES HIW INC	AIRWICK WARMER PLUG, OIL	FACILITY REPLACEMENT	363.25
	LOWES HIW INC	ADAPTER, SUMP PUMP	WATER DIST MAINS	571.37
160169	MARYSVILLE AWARDS	ORNAMENTS OR HOLIDAY	COMMUNITY EVENTS	181.44
	MARYSVILLE AWARDS	SIGNS FOR COMMUNITY CENTER	GMA-PARKS	398.19
160170	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	120.00
160171	MARYSVILLE SCHOOL	TOURISM GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	10,000.00
160172	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	65.19
160173	MATTHEW BENDER & CO	WA CRIMINAL LAW	MUNICIPAL COURTS	630.81
160174	MCLOUGHLIN & EARDLEY	AMB PERM	ER&R	2,183.82
160175	MEASURE-TECH, INC.	FLOW METER TEST	SUNNYSIDE FILTRATION	840.08
	MEASURE-TECH, INC.		WASTE WATER TREATMENT	840.08
	MEASURE-TECH, INC.		SEWER LIFT STATION	840.08
	MEASURE-TECH, INC.		SOURCE OF SUPPLY	840.08
160176	MOTOR TRUCKS	HEATER FAN BLOWER MOTOR	EQUIPMENT RENTAL	165.39
160177	MOTOROLA	SIX NEW RADIOS	POLICE PATROL	36,591.35
160178	MOUNT, HERMAN	LEOFF I	POLICE ADMINISTRATION	199.98
160179	NACM	NACM MEMBERSHIP - ELSNER	MUNICIPAL COURTS	135.00
160180	NAPA AUTO PARTS	FUEL CAP TETHER	EQUIPMENT RENTAL	17.48
	NAPA AUTO PARTS	FILTER KIT	EQUIPMENT RENTAL	37.27
	NAPA AUTO PARTS	BRAKE ROTOR, DISC BRAKE PAD	EQUIPMENT RENTAL	210.75

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160180	NAPA AUTO PARTS	DEF	STREET CLEANING	298.14
	NAPA AUTO PARTS	OIL/AIR FILTERS	ER&R	335.32
160181	NATIONAL BARRICADE	ALUMINUM SIGN	TRANSPORTATION	70.92
	NATIONAL BARRICADE	BARRICADE, PLASTIC RAILS	TRAFFIC CONTROL DEVICES	741.66
	NATIONAL BARRICADE	ALUMINUM SIGN	TRAFFIC CONTROL DEVICES	1,260.11
	NATIONAL BARRICADE	ALUMINUM SIGN	TRAFFIC CONTROL DEVICES	3,115.90
160182	NAVIA BENEFIT	PARTICIPANT FEE - DECEMBER	PERSONNEL ADMINISTRATION	182.60
160183	NOREGON SYSTEMS	SOFTWARE SUBSCRIPTION RENEWAL	EQUIPMENT RENTAL	2,186.91
160184	NORTH AMERICAN RESCU	FIRST AID TRAUMA KITS	GENERAL FUND	-431.05
	NORTH AMERICAN RESCU		POLICE ADMINISTRATION	5,016.69
160185	ODP BUSINESS SOLUTIO	CREDIT ON INV 277331387001	PERSONNEL ADMINISTRATION	-123.32
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	UTILITY BILLING	16.72
	ODP BUSINESS SOLUTIO		PERSONNEL ADMINISTRATION	81.84
	ODP BUSINESS SOLUTIO		UTILITY BILLING	123.63
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	363.12
160186	OREILLY AUTO PARTS	SWITCH	EQUIPMENT RENTAL	46.75
	OREILLY AUTO PARTS	TENSIONER, MICRO-V BELT	EQUIPMENT RENTAL	71.53
	OREILLY AUTO PARTS	TAIL LIGHT ASY	EQUIPMENT RENTAL	108.42
	OREILLY AUTO PARTS	ALTERNATOR	EQUIPMENT RENTAL	127.17
	OREILLY AUTO PARTS	RECEIVER, WIRE HARNESS	EQUIPMENT RENTAL	174.99
160187	PACIFIC TOPSOILS	YARD DUMP BRUSH	PARK & RECREATION FAC	35.55
160188	PAXXO (USA) INC.	MAXI CASSETTE	WATER/SEWER OPERATION	-340.93
	PAXXO (USA) INC.		WASTE WATER TREATMENT	3,967.81
160189	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	119.00
160190	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	11.25
	PGC INTERBAY LLC		MAINTENANCE	124.66
	PGC INTERBAY LLC		PRO-SHOP	156.26
	PGC INTERBAY LLC		PRO-SHOP	210.50
	PGC INTERBAY LLC		MAINTENANCE	229.17
	PGC INTERBAY LLC		PRO-SHOP	297.87
	PGC INTERBAY LLC		MAINTENANCE	594.19
	PGC INTERBAY LLC		PRO-SHOP	1,030.00
	PGC INTERBAY LLC		GOLF COURSE	1,329.90
	PGC INTERBAY LLC		MAINTENANCE	2,308.65
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	7,038.72
	PGC INTERBAY LLC		MAINTENANCE	13,261.01
160191	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	1,034.15
160192	PUBLIC SAFETY TESTIN	Q4 SUBSCRIPTION FEES POLICE/CUSTODY	PERSONNEL ADMINISTRATION	978.00
	PUBLIC SAFETY TESTIN	CUSTODY TESTING	DETENTION & CORRECTION	13,297.32
160193	PUGET SOUND SECURITY	KEYS	PARK & RECREATION FAC	14.22
160194	RIGHT SYSTEMS, INC.	MCC NETWORK SWITCHES	CAPITAL EXPENDITURES	15,914.86
160195	ROTH, JERAMIE	EMPLOYEE RECOGNITION HOLIDAY LUNCH	MEDICAL CLAIMS	262.11
160196	SAFEWAY INC.	REFRESHMENTS	UTIL ADMIN	15.07
160197	SHI INTERNATIONAL	ADOBE PRO	EXECUTIVE ADMIN	57.25
	SHI INTERNATIONAL	ADOBE PRO LICENSE	UTIL ADMIN	57.25
	SHI INTERNATIONAL	ADOBE PRO	COMPUTER SERVICES	114.50
	SHI INTERNATIONAL	ADOBE PRO LICENSE	STORM DRAINAGE	114.50
	SHI INTERNATIONAL	M365 LICENSING	COMPUTER SERVICES	115,931.49
160198	SIGMAN, MICHAEL	LEOFF I MEDICARE PREMIUM	POLICE ADMINISTRATION	1,020.60
160199	SISKUN POWER EQUIPME	BLOWER, BACK PLATE	SMALL ENGINE SHOP	83.84
	SISKUN POWER EQUIPME	DIAPHRAGM/CLAPPED NEOPRENE	SMALL ENGINE SHOP	447.07

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160200	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	STORM DRAINAGE	17,130.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	245,920.00
160201	SNYDER, RHONDA	REFUND WEDDING DEPOSIT	GENERAL FUND	500.00
160202	SOLID WASTE SYSTEMS	EXTENSION CO-AX CABLE	ER&R	1,076.80
160203	SONITROL	MONITORING	COURT FACILITIES	47.50
	SONITROL		COURT FACILITIES	47.50
	SONITROL	REMOTE AREA PHONE MONITORING	CITY HALL	50.00
	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		UTIL ADMIN	144.56
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PUBLIC SAFETY BLDG	250.22
	SONITROL		PUBLIC SAFETY BLDG	250.22
	SONITROL		OPERA HOUSE	277.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		CITY HALL	361.92
	SONITROL	REMOTE AREA PHONE MONITORING	CITY HALL	507.62
	SONITROL	MONITORING	WASTE WATER TREATMENT	576.18
	SONITROL		WASTE WATER TREATMENT	576.18
160204	SOUND SAFETY	RELAXED FIT ZIP FLY	CUSTODIAL SERVICES	142.60
160205	SPECIALIZED PAVEMENT	PAYMENT #1	TRAFFIC CONTROL DEVICES	145,604.70
160206	SPRAGUE PEST SOLUTIO	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	92.99
160207	SPRINGBROOK NURSERY	WOOD DEBRIS WINDSTORM CLEAN-UP	ROADSIDE VEGETATION	120.00
	SPRINGBROOK NURSERY	YARDS OF WOOD DEBRIS	STORM DRAINAGE	180.00
	SPRINGBROOK NURSERY	YARDS WOOD DEBRIS WINDSTORM CLEAN-UP	ROADSIDE VEGETATION	240.00
	SPRINGBROOK NURSERY	YARD WOOD DEBRIS WINDSTORM CLEAN-UP	SPECIAL EVENTS & PROJECTS	300.00
160208	STAPLES	STAPLER	COMMUNITY EVENTS	7.82
	STAPLES	WHITE/CORK BOARD	CAPITAL EXPENDITURES	22.85
	STAPLES	WHITE BOARD	CAPITAL EXPENDITURES	28.14
	STAPLES	OFFICE SUPPLIES	COMMUNITY EVENTS	215.96
160209	STERICYCLE, INC.	ON-SITE SERVICE SHREDDING	CITY CLERK	12.39
160210	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
160211	STUMPY TREE SERVICE	INSTALL/REMOVAL MERRYSVILLE LIGHTS	COMMUNITY EVENTS	8,000.00
160212	SUNBELT RENTALS	CHIPPER RENTAL	ROADSIDE VEGETATION	2,758.27
160213	SUPERIOR RESTROOMS	SERVICE OF PORTABLE TOILET	ROADSIDE VEGETATION	142.22
	SUPERIOR RESTROOMS	SERVICE ON RESTROOMS	WATER DIST MAINS	213.33
160214	TOGETHER WE CAN CAMP	REFUND CAMPOUT DEPOSIT	GENERAL FUND	250.00
160215	TRAFFIC SAFETY SUPPL	QUICK PUNCH POSTS	TRANSPORTATION	5,119.92
160216	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	483.12
	TRANSPO GROUP		GMA - STREET	862.53

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160217	ULINE	FLOOR STANDING GARBAGE TOTER	PUBLIC SAFETY BLDG	236.84
160218	USA BLUEBOOK	CREDIT FOR INV 157122	WASTE WATER TREATMENT	-519.26
	USA BLUEBOOK	CUPS	WASTE WATER TREATMENT	331.69
	USA BLUEBOOK	CHLORINE SWIFTEST	SUNNYSIDE FILTRATION	652.54
160219	VAN DAM'S ABBEY	FLOORING FOR DANCE ROOM	GMA-PARKS	7,266.85
160220	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	45.00
	VERIZON		SEWER MAIN COLLECTION	60.22
	VERIZON		EQUIPMENT RENTAL	105.00
	VERIZON		WATER QUAL TREATMENT	154.33
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.17
	VERIZON	WIRELESS SERVICE	PERSONNEL ADMINISTRATION	201.33
	VERIZON		CITY CLERK	272.85
	VERIZON		OFFICE OPERATIONS	312.44
	VERIZON		RECREATION SERVICES	337.98
	VERIZON		FACILITY MAINTENANCE	340.46
	VERIZON		PARK & RECREATION FAC	345.96
	VERIZON		MUNICIPAL COURTS	424.14
	VERIZON		FINANCE-GENL	429.65
	VERIZON		EXECUTIVE ADMIN	514.57
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	520.30
	VERIZON	WIRELESS SERVICE	SOLID WASTE CUSTOMER	523.00
	VERIZON		COMMUNITY SERVICES UNIT	537.33
	VERIZON		POLICE INVESTIGATION	575.13
	VERIZON		DETENTION & CORRECTION	616.95
	VERIZON		LEGAL-GENL	625.00
	VERIZON		WATER SUPPLY MAINS	627.33
	VERIZON		STORM DRAINAGE	722.00
	VERIZON		WASTE WATER TREATMENT	750.33
	VERIZON		GENERAL	854.00
	VERIZON		POLICE ADMINISTRATION	907.24
	VERIZON		COMMUNITY	915.35
	VERIZON		COMPUTER SERVICES	1,557.99
	VERIZON		ENGR-GENL	1,963.00
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,560.76
	VERIZON	WIRELESS SERVICE	UTIL ADMIN	4,325.00
	VERIZON		POLICE PATROL	4,325.33
160221	VISION CHURCH	CDBG COVID-19 RELIEF	COMMUNITY	22.00
160222	WA AUDIOLOGY SRVCS	HEARING EXAMS	EXECUTIVE ADMIN	5,767.00
160223	WASTE MANAGEMENT	YARD/RECYCLING SERVICE - DEC 2022	RECYCLING OPERATION	524,015.65
160224	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	176.90
	WAXIE SANITARY SUPPL		CUSTODIAL SERVICES	185.89
	WAXIE SANITARY SUPPL		CUSTODIAL SERVICES	570.29
	WAXIE SANITARY SUPPL		CUSTODIAL SERVICES	581.33
160225	WEBCHECK	WEBCHECK SERVICE DEC 22	UTILITY BILLING	540.43
160226	WEST PAYMENT CENTER	INFORMATION CHARGES	LEGAL-GENL	460.75
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	460.75
160227	WHITNEY EQUIPMENT CO	ANALYZER DPD COLORIMETRIC	SUNNYSIDE FILTRATION	4,704.20
160228	WIDE FORMAT COMPANY	KIP MAINTENANCE	COMPUTER SERVICES	142.22
160229	WILDER CUSTOM CONS	WALL ART INSTALLED	FACILITY REPLACEMENT	2,363.04
160230	WORK WORLD	UNIFORM - MACDICKEN	SOLID WASTE OPERATIONS	63.18
	WORK WORLD		SOLID WASTE OPERATIONS	82.41

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/12/2023 TO 1/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160230	WORK WORLD	UNIFORM - MACDICKEN	SOLID WASTE OPERATIONS	197.81
160231	WORKSAFE SERVICE	RANDOM DRUG TEST	PERSONNEL ADMINISTRATION	55.00
160232	ZIPLY FIBER	TELEPHONE SERVICE	PARK & RECREATION FAC	63.76
160233	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	47.03
	ZIPLY FIBER		POLICE PATROL	47.03
	ZIPLY FIBER		COMMUNICATION CENTER	47.03
	ZIPLY FIBER		UTILITY BILLING	47.03
	ZIPLY FIBER		GENERAL	47.03
	ZIPLY FIBER		GOLF ADMINISTRATION	47.03
	ZIPLY FIBER		COMMUNITY	94.07
	ZIPLY FIBER		DETENTION & CORRECTION	94.07
	ZIPLY FIBER		OFFICE OPERATIONS	94.07
	ZIPLY FIBER		GOLF ADMINISTRATION	94.07
	ZIPLY FIBER		CITY HALL	141.10
	ZIPLY FIBER		RECREATION SERVICES	188.13
	ZIPLY FIBER		WASTE WATER TREATMENT	235.16
	ZIPLY FIBER		UTIL ADMIN	235.16

**Warrant total: 1,698,937.88**

160100	FIRST AMERICAN TITLE	PURCHASE 11231 STATE AVE	GMA - STREET	42,412.00
160101	FIRST AMERICAN TITLE	PURCHASE 10707/10717 STATE	GMA - STREET	29,088.00
160102	DEPARTMENT OF LICENSING	CPL DEC 2022	INTERGOVERNMENTAL CUSTODIAL	1,284.00
160103	PREMERA BLUE CROSS	CLAIMS PAID 12/18 TO 12/24/22	MEDICAL CLAIMS	29,874.38
160104	DEPARTMENT OF LICENSING	DRIVING ABSTRACT - POTTS/MEISCHKE	PERSONNEL ADMINISTRATION	30.00
160105	DEPARTMENT OF LICENSING	DRIVING ABSTRACT - FERRARO	PERSONNEL ADMINISTRATION	15.00
160106	RAPID FINANCIAL SOLUTIONS	JURY COSTS/LOAD FEES	COURTS	380.00
160107	DEPARTMENT OF LICENSING	DRIVING ABSTRACT - POTTS - 2	PERSONNEL ADMINISTRATION	15.00
160108	STRIDER CONSTRUCTION	SETTLEMENT AGREEMENT	GMA - STREETS	450,000.00
160109	RAE BOYD	CONTACT NURSE SERVICE	DETENTION & CORRECTION	37,850.00
			<b>TOTAL</b>	<b>2,289,887.06</b>

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

**WARRANT TOTAL: \$2,289,887.06**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** December 31, 2022 (C) Claims in the Amount of \$3,679,835.75 Paid by EFT Transactions and Check Numbers 160331 through 160499

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[123122C.rtf](#)

CITY OF MARYSVILLE  
 INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160331	PREMERA BLUE CROSS	CLAIMS PAID 12/25 TO 12/31/22	MEDICAL CLAIMS	134,709.08
160332	STRIDER CONSTRUCTION	STATE AVE CORRIDOR IMPROVEMENT	GMA-STREET	-3,013.72
	STRIDER CONSTRUCTION		GMA - STREET	60,274.33
160333	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2022	GENERAL FUND	988.68
	REVENUE, DEPT OF		GOLF COURSE	2,126.62
160334	STRIDER CONSTRUCTION	STATE AVE CORRIDOR IMPROVEMENT	GMA-STREET	-3,474.92
	STRIDER CONSTRUCTION		GMA - STREET	69,780.40
160335	STRIDER CONSTRUCTION		GMA-STREET	-4,375.00
	STRIDER CONSTRUCTION		GMA - STREET	87,500.00
160336	US BANK	SALES TAX	GENERAL FUND	-180.95
	US BANK		GENERAL FUND	-60.67
	US BANK		GENERAL FUND	-44.56
	US BANK	USPS CHANGE OF ADDRESS	CITY CLERK	1.10
	US BANK	AWS MONTHLY CHARGE	COMPUTER SERVICES	1.12
	US BANK	WASPC TRAVEL TOLLS	POLICE ADMINISTRATION	6.00
	US BANK	CITY/MSD MEETING REFRESHMENTS	EXECUTIVE ADMIN	8.99
	US BANK	ANTI-DEFAMATION MEETING PARKING- CHIEF	POLICE ADMINISTRATION	10.00
	US BANK	WEDDING SHOW ADVERTISING	OPERA HOUSE	10.21
	US BANK	INVESTIGATIONS TRAVEL - TOLLS	POLICE INVESTIGATION	13.90
	US BANK	ULINE DELIVERY DATE CHANGES	GMA-PARKS	19.98
	US BANK	UB NAME PLATES	UTILITY BILLING	20.22
	US BANK	GOV. AFFAIRS MEETING REFRESHMENTS	EXECUTIVE ADMIN	21.88
	US BANK	OPERA HOUSE ADVERTISING	OPERA HOUSE	24.79
	US BANK		OPERA HOUSE	25.00
	US BANK	STATE OF THE STATION - NEHRING	EXECUTIVE ADMIN	28.16
	US BANK	CITY LOGO WEAR	CITY CLERK	30.62
	US BANK	RADIO ROOM SUPPLIES - ANTENNAS	EXECUTIVE ADMIN	37.05
	US BANK	SUPPLIES FOR MEETING - MSD	EXECUTIVE ADMIN	38.59
	US BANK	SUPPLIES FOR RETIREMENT LUNCH	FINANCE-GENL	40.99
	US BANK		COMPUTER SERVICES	40.99
	US BANK	WORK COAT - FINANCE	FINANCE-GENL	44.80
	US BANK	RADIO ROOM HARDWARE	EXECUTIVE ADMIN	44.81
	US BANK	BBH REGISTRATION	OPERA HOUSE	50.00
	US BANK	FBI LEEDA DUES - SCAIRPON	POLICE ADMINISTRATION	50.00
	US BANK	NLC FLIGHT CHANGE FEE - STEVENS	CITY COUNCIL	50.00
	US BANK	POLICE FOUNDATION EMAIL ACCOUNTS	POLICE ADMINISTRATION	52.25
	US BANK	MCC SUPPLIES	EXECUTIVE ADMIN	52.48
	US BANK	A/V SOFTWARE RENEWAL	COMPUTER SERVICES	54.69
	US BANK	LOCK OUT/TAG OUT TAGS	SOLID WASTE OPERATIONS	57.10
	US BANK	CITY LOGO WEAR	FINANCE-GENL	61.24
	US BANK	UB NAME PLATES	UTILITY BILLING	62.91
	US BANK	RADIO ROOM SUPPLIES - CABLES	EXECUTIVE ADMIN	63.85
	US BANK	MARBLE CHIPS-COMM. CENTER REMODEL	CAPITAL EXPENDITURES	75.17
	US BANK	ALL EMPLOYEE LUNCH	PERSONNEL ADMINISTRATION	87.14
	US BANK	MCC SIGNAGE	CAPITAL EXPENDITURES	98.44
	US BANK	SUPPLIES	POLICE ADMINISTRATION	98.48
	US BANK	RADIO ROOM SUPPLIES	EXECUTIVE ADMIN	106.76
	US BANK	OPERA HOUSE SUPPLIES	OPERA HOUSE	108.36
	US BANK	CD-ZOOM MONTHLY CHARGES	COMMUNITY	120.34
	US BANK	CANOPY	POLICE PATROL	122.53
	US BANK	ENGINEERING OFFICE SUPPLIES	ENGR-GENL	123.09

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160336	US BANK	RETIREMENT PARTY SUPPLIES	FINANCE-GENL	128.14
	US BANK	STAFF MEETING	DEVELOPMENT SERVICES	132.23
	US BANK	FINANCE NAME PLATES	FINANCE-GENL	132.31
	US BANK	UNIFORMS	POLICE INVESTIGATION	132.92
	US BANK	CONFINED SPACE/SAFETY/CPR SUPPLIES	EXECUTIVE ADMIN	152.30
	US BANK	BUSINESS CARDS - SCAIRPON	POLICE ADMINISTRATION	158.00
	US BANK	ASSESSMENT MEALS/REFRESHMENTS	POLICE TRAINING-FIREARMS	172.88
	US BANK	MEETING SUPPLIES	POLICE ADMINISTRATION	205.62
	US BANK	CHRISTMAS LIGHT DISPLAY SUPPLIES	COMMUNITY EVENTS	224.24
	US BANK	LOGITECH MICROPHONE EXTENDERS	CAPITAL EXPENDITURES	227.53
	US BANK	HALLOWEEN DRIVE THROUGH EVENT	RECREATION SERVICES	233.31
	US BANK	FINANCE MINI FRIDGE	FINANCE-GENL	240.67
	US BANK		UTILITY BILLING	240.67
	US BANK	NLC CITY SUMMIT LODGING - CONDYLES	CITY COUNCIL	272.66
	US BANK	NLC CITY SUMMIT LODGING - NORTON	CITY COUNCIL	272.66
	US BANK	DUO MONTHLY SUBSCRIPTION	COMPUTER SERVICES	275.00
	US BANK	ESW EXPENDITURES	EMBEDDED SOCIAL WORKER	289.41
	US BANK	APWA TRAINING - BIRCHMAN/WETZEL	TRAINING	298.00
	US BANK	MCC SUPPLIES	CAPITAL EXPENDITURES	309.62
	US BANK	CHAMBER LUNCHEON FOO/SUPPLIES	EXECUTIVE ADMIN	376.32
	US BANK	UNIFORMS	POLICE PATROL	386.61
	US BANK	HOOTSUITE ANNUAL RENEWAL	EXECUTIVE ADMIN	390.60
	US BANK	WAPRO CONF LODGING	CITY CLERK	458.19
	US BANK	PIKE PULLS/STRAPS-SOLID WASTE	SOLID WASTE OPERATIONS	481.77
	US BANK	WASPC DODGING -AKAU	POLICE ADMINISTRATION	488.88
	US BANK	WASPC LODGING - SCAIRPON	POLICE ADMINISTRATION	488.88
	US BANK	MEASURING DEVICE/SOFTWARE	ENGR-GENL	518.56
	US BANK	GENERATOR PARTS	SEWER LIFT STATION	567.90
	US BANK	JOB POSTING - ZIP RECRUITER	POLICE ADMINISTRATION	612.64
	US BANK	PHOTO FRAMING	POLICE ADMINISTRATION	614.74
	US BANK	WASPC LODGING	POLICE ADMINISTRATION	651.84
	US BANK	JOB POSTING- ZIP RECRUITER	POLICE ADMINISTRATION	689.24
	US BANK	MAILBOX/LOCKBOX	FACILITY REPLACEMENT	706.05
	US BANK	MCC SIGNAGE	CAPITAL EXPENDITURES	754.75
	US BANK	PASSWORD MANAGEMENT SOFTWARE	COMPUTER SERVICES	780.00
	US BANK	TRAINING - UNRUH	STORM DRAINAGE	845.00
	US BANK	MCC FURNITURE	CAPITAL EXPENDITURES	993.34
	US BANK	WASTE BASKETS	FACILITY REPLACEMENT	1,012.07
	US BANK	NLC REGISTRATION - JAMES	CITY COUNCIL	1,040.00
	US BANK	COUNCIL PODIUM	CAPITAL EXPENDITURES	1,051.72
	US BANK	COMMUNITY CENTER CHAIRS	COMMUNITY CENTER	1,057.99
	US BANK	NLC CITY SUMMIT LODGING - MULLER	CITY COUNCIL	1,090.64
	US BANK	NLC CITY SUMMIT LODGING - KING	CITY COUNCIL	1,090.64
	US BANK	NLC CITY SUMMIT LODGING - STEVENS	CITY COUNCIL	1,090.64
	US BANK	TRAINING REGISTRATION-GROUP CROSSFIT	POLICE TRAINING-FIREARMS	1,104.00
	US BANK	FILE MIGRATION SOFTWARE	COMPUTER SERVICES	1,382.82
	US BANK	TV FOR MCC	CAPITAL EXPENDITURES	1,640.99
	US BANK	SNOW MACHINE	RECREATION SERVICES	1,881.68
	US BANK	UB PAYMENT DROP BOX	CAPITAL EXPENDITURES	2,133.30
	US BANK	MCC TRASH/RECYCLING STATIONS	FACILITY REPLACEMENT	3,919.58
160337	AG SPRAY EQUIPMENT	JET NOZZLE, CLIP	SNOW & ICE REMOVAL	333.00



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160338	ALEXANDER PRINTING	BUSINESS CARDS	PARK & RECREATION FAC	166.80
160339	ALL CLEAR ASBESTOS	ASBESTOS TESTING	GMA-PARKS	550.00
160340	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	280.00
160341	AMAZON CAPITAL	SURFACE PRO CHARGER	WATER DIST MAINS	27.34
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	75.69
	AMAZON CAPITAL	GENERATOR EXHAUST EXTENSIONS	WATER RESERVOIRS	112.68
160342	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	173.40
160343	BALDWIN DESIGN, CHRI	GRANT FUNDED HOTEL/MOTEL GRANT	RECREATION SERVICES	2,000.00
160344	BANK OF AMERICA	POSTAGE	COMMUNITY	174.47
160345	BANK OF AMERICA	SUPPLIES/EMPLOYEE APP.	POLICE ADMINISTRATION	0.38
	BANK OF AMERICA		POLICE PATROL	43.76
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	496.04
160346	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	381.00
160347	BANK OF AMERICA	EMPLOYEE APP.	PERSONNEL ADMINISTRATION	94.70
160348	BATTUELLO, TERRIE	EMPLOYEE EVENT 12/15/22	MEDICAL CLAIMS	268.77
160349	BHC CONSULTANTS	PROFESSIONAL SERVICE	WASTE WATER TREATMENT	2,237.50
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	8,789.00
160350	BICKFORD FORD	INSTRUMENT CLUSTER LENSES #J038	EQUIPMENT RENTAL	29.70
	BICKFORD FORD	TIRE PRESSURE MONITOR SENSOR #V038	EQUIPMENT RENTAL	201.25
160351	BILLING DOCUMENT SPE	TRANSACTION FEE- DECEMBER 2022	UTILITY BILLING	3,369.88
160352	BLEACHERS GRILL	ALL EMPLOYEE CITY LUNCH	MEDICAL CLAIMS	1,367.50
160353	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	GMA-PARKS	889.25
	BOTESCH, NASH & HALL		GMA-PARKS	1,117.50
	BOTESCH, NASH & HALL		GMA-PARKS	1,287.00
	BOTESCH, NASH & HALL		GMA-PARKS	1,507.50
	BOTESCH, NASH & HALL	MARYSVILLE CIVIC CENTER	CAPITAL EXPENDITURES	3,392.12
160354	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	36.00
	BROOKS, DIANE E		RECREATION SERVICES	90.00
	BROOKS, DIANE E		RECREATION SERVICES	108.00
160355	BRZOVIC, DANIEL E		RECREATION SERVICES	27.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	64.80
	BRZOVIC, DANIEL E		RECREATION SERVICES	81.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	81.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	108.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	135.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	150.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	168.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	192.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	194.40
	BRZOVIC, DANIEL E		RECREATION SERVICES	210.60
	BRZOVIC, DANIEL E		RECREATION SERVICES	222.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	252.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	288.00
	BRZOVIC, DANIEL E		RECREATION SERVICES	288.00
160356	BUILDERS EXCHANGE	BID POSTING	SEWER CAPITAL PROJECTS	133.10
160357	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	338.40
160358	CASCADE COLUMBIA	PAX-XL8	WASTE WATER TREATMENT	16,337.58
160359	CINTAS	FIRST AID KIT - JAIL	DETENTION & CORRECTION	396.62
	CINTAS	FIRST AID KIT - PARKS	COMMUNITY EVENTS	396.62
	CINTAS	FIRST AID KITS - WWTP/MAINTENANCE	WASTE WATER TREATMENT	793.24
160360	CLEAN HARBORS ENV	EMERGENCY RESPONSE	STORM DRAINAGE	3,668.91

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160361	COLACURCIO BROTHERS	FINAL CONTRACT PAYMENT #7	GMA - STREET	295,452.63
160362	COOP SUPPLY	SAND BAGS	STORM DRAINAGE	153.16
160363	COOPER, KYLE	REFUND - MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	14.00
160364	COSTLESS SENIOR SRVC	INMATE MEDICATIONS	DETENTION & CORRECTION	2,236.61
160365	CRIMINAL JUSTICE	CUSTODY ACADEMY	POLICE TRAINING-FIREARMS	1,780.00
160366	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	128.75
160367	CUMMINS NORTHWEST	EMERGENCY GENERATOR SERVICE CALL	PUMPING PLANT	415.46
160368	CUSHING TERRELL	WATERFRONT DEVELOPMENT	CAPITAL EXPENDITURES	5,340.74
160369	DICKS TOWING	TOWING - CDB1726	POLICE PATROL	77.54
160370	DIETZ, THOMAS	CROSS CONNECTION CONTROL EXAM	UTIL ADMIN	327.57
160371	DOMESTIC VIOLENCE	CDBG - COVID 19 RENTAL ASSIST	COMMUNITY	975.00
160372	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING	UTILITY BILLING	966.25
160373	E&E LUMBER	CLAMPS	SNOW & ICE REMOVAL	41.39
	E&E LUMBER	COBALT DRILL BIT	STORM DRAINAGE	46.71
	E&E LUMBER	FASTENERS, DRILL, DRILL BITS	STORM DRAINAGE	76.48
160374	EAST JORDAN IRON WOR	TMS INTEGRATION	ROADWAY MAINTENANCE	232.40
160375	ECOLOGY, DEPT. OF	DAM SAFETY INSPECTION FEE	STORM DRAINAGE	881.00
160376	EDWARDS, SHELLI	UMBRELLAS/EMPLOYEE RECOGNITION	UTIL ADMIN	21.88
	EDWARDS, SHELLI		MEDICAL CLAIMS	60.00
160377	EVERETT STAMP WORKS	ELECTRICAL STICKERS	COMMUNITY	1,563.27
160378	EVERETT, CITY OF	ANIMAL CARE AT THE SHELTER	COMMUNITY SERVICES UNIT	200.00
	EVERETT, CITY OF		COMMUNITY SERVICES UNIT	544.75
	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	2,350.00
160379	EWING IRRIGATION	PVC SUPPLIES	SNOW & ICE REMOVAL	63.41
160380	FCS GROUP	COST OF SERVICE STUDY	COMMUNITY	720.00
160381	FERGUSON ENTERPRISES	FLOW INDICATOR	PUMPING PLANT	1,304.60
160382	FOUR DAY FIREPLACE	REFUND MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	70.00
160383	FULL SPECTRUM DESIGN	REFUND - ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
160384	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA - STREET	585.60
160385	GRAINGER	HEADLAMP	WATER DIST MAINS	793.16
160386	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	5,300.58
160387	HA, ELIZABETH JEAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	24.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	54.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	84.00
	HA, ELIZABETH JEAN		RECREATION SERVICES	172.80
	HA, ELIZABETH JEAN		RECREATION SERVICES	421.20
	HA, ELIZABETH JEAN		RECREATION SERVICES	468.00
160388	HARBOR FREIGHT TOOLS	TOOLS	WATER DIST MAINS	155.21
	HARBOR FREIGHT TOOLS		ROADSIDE VEGETATION	227.09
160389	HD FOWLER COMPANY	REPAIR KIT	WATER SERVICE INSTALL	16.37
	HD FOWLER COMPANY	CATCH BASIN	GMA-PARKS	85.72
	HD FOWLER COMPANY	STRAP, QUICK JOINT	WATER SERVICE INSTALL	233.83
	HD FOWLER COMPANY	DIFFUSER PLATE	SMALL ENGINE SHOP	306.32
	HD FOWLER COMPANY	CATCH BASIN SEDIMENT INSERT	STORM DRAINAGE	540.09
	HD FOWLER COMPANY	COPPER TUBING	WATER SERVICES	1,316.84
	HD FOWLER COMPANY	HYDRANT REPAIR	WATER DIST MAINS	1,323.28
160390	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	4,868.01
	HDR ENGINEERING		GMA - STREET	12,534.60
160391	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	306.00
160392	HERITAGE BANK	RETAINAGE #5 SRV CONSTRUCTION	UTILITY CONSTRUCTION	24,690.93
	HERITAGE BANK	RETAINAGE #4 SRV CONSTRUCTION	UTILITY CONSTRUCTION	30,824.15

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160393	HERITAGE BANK	RETAINAGE FOR SRV CONSTRUCTION	UTILITY CONSTRUCTION	25,817.87
160394	HIGHER STANDARD CONS	MCC REPAIRS	FACILITY REPLACEMENT	765.80
160395	HOMAGE SENIOR	CDBG - MEALS ON WHEELS	COMMUNITY	7,674.33
	HOMAGE SENIOR	CDBG - MINOR HOME REPAIR	COMMUNITY	21,767.68
	HOMAGE SENIOR	CDBG - MINOR HOME REPAIR	COMMUNITY	52,244.03
160396	HOME DEPOT PRO	PAPER TOWEL	CUSTODIAL SERVICES	143.10
	HOME DEPOT PRO	YELLOW FLAG TAPE, DUCT TAPE	ER&R	155.04
	HOME DEPOT PRO	EARMUFF, BRUSH	ER&R	167.71
160397	HUDSON, SALLY	INSTRUCTOR PAYMENT	RECREATION SERVICES	99.00
160398	IN-HOUSE ELECTRICAL	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	52.50
160399	J. THAYER COMPANY	CALENDAR, PLANNER	WATER DIST MAINS	147.00
160400	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	21.60
	J2 CLOUD SERVICES		LEGAL-GENL	21.60
	J2 CLOUD SERVICES		WATER DIST MAINS	43.20
	J2 CLOUD SERVICES		UTILITY BILLING	43.20
	J2 CLOUD SERVICES		CITY CLERK	43.20
	J2 CLOUD SERVICES		COMMUNITY	43.20
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	43.20
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	43.20
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	43.20
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	43.20
	J2 CLOUD SERVICES		RECREATION SERVICES	43.20
	J2 CLOUD SERVICES		POLICE INVESTIGATION	43.20
	J2 CLOUD SERVICES		MUNICIPAL COURTS	43.20
	J2 CLOUD SERVICES		DETENTION & CORRECTION	43.20
	J2 CLOUD SERVICES		PROBATION	43.20
	J2 CLOUD SERVICES		FINANCE-GENL	43.20
	J2 CLOUD SERVICES		UTIL ADMIN	43.20
	J2 CLOUD SERVICES		ENGR-GENL	43.20
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	43.20
	J2 CLOUD SERVICES		COMPUTER SERVICES	43.25
	J2 CLOUD SERVICES		OFFICE OPERATIONS	86.41
	J2 CLOUD SERVICES		MUNICIPAL COURTS	129.61
160401	JEFF'S CARPET CLEAN	CARPET CLEANING	GMA-PARKS	100.00
	JEFF'S CARPET CLEAN		GMA-PARKS	1,300.00
160402	JUDD & BLACK	WASHER/DRYER	WASTE WATER TREATMENT	1,218.23
160403	KC & MC LLC	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC & PERMITS	65.00
	KC & MC LLC		GENL FUND BUS LIC & PERMITS	65.00
160404	KIM, JAMIE S.	PROFESSIONAL SERVICE	PUBLIC DEFENSE	67.50
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
160405	KINGSFORD, ANDREA	HOLIDAY SUPPLIES	RECREATION SERVICES	33.25
	KINGSFORD, ANDREA		RECREATION SERVICES	860.49
160406	KINNEY, HEATHER	CERTIFICATION RENEWAL	TRANSPORTATION	40.00
160407	LABOR & INDUSTRIES	L&I 4TH QTR 2022	MUNICIPAL COURTS	0.26
	LABOR & INDUSTRIES		COMMUNITY CENTER	37.34
	LABOR & INDUSTRIES		RECREATION SERVICES	60.89
	LABOR & INDUSTRIES		POLICE PATROL	387.23
160408	LAKE STEVENS SCHOOL	MITIGATION FEE AUG 2022	SCHOOL MITIGATION FEES	29,364.00
	LAKE STEVENS SCHOOL	MITIGATION FEES SEPT 2022	SCHOOL MITIGATION FEES	58,728.00
	LAKE STEVENS SCHOOL	MITIGATION FEE DEC 2022	SCHOOL MITIGATION FEES	68,516.00
160409	LAKEWOOD SCHOOL DIST	MITIGATION FEE SEPT/OCT 2022	SCHOOL MITIGATION FEES	32,094.00

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160410	LANDAU ASSOCIATES	LONG PROPERTY ENVIRONMENTAL SITE	GMA - STREET	1,500.00
160411	LASTING IMPRESSIONS	BASKETBALL CAMP SHIRTS	RECREATION SERVICES	392.29
	LASTING IMPRESSIONS	FLEECE BEANIES	ER&R	534.29
	LASTING IMPRESSIONS	EMERGENCY MANAGEMENT OUTREACH	EXECUTIVE ADMIN	732.98
160412	LESTER, TERI	SUPPLIES FOR WELLNESS COMMITTEE	MEDICAL CLAIMS	90.93
160413	LINDER ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
160414	LOWES HIW INC	WATERSHED REPAIR SUPPLIES	SOURCE OF SUPPLY	27.41
160415	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICE	GMA-PARKS	10,851.46
160416	MAPLE VALLEY ELECTRI	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	75.00
160417	MARYFEST	TOURISM GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	40,000.00
160418	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	21,555.68
160419	MARYSVILLE SCHOOL	SUNNYSIDE ELEM/DEC 2022/BB	RECREATION SERVICES	4.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/DEC 2022/BB	RECREATION SERVICES	8.00
	MARYSVILLE SCHOOL	ULTIMATE SPORTS CAMP	RECREATION SERVICES	8.00
	MARYSVILLE SCHOOL	KELLOGG MARSH ELEM/DEC 2022/BB	RECREATION SERVICES	12.00
	MARYSVILLE SCHOOL	MARSHALL ELEM/DEC 2022/BB	RECREATION SERVICES	14.00
	MARYSVILLE SCHOOL	GROVE ELEM/DEC 2022/BB	RECREATION SERVICES	18.00
	MARYSVILLE SCHOOL	TOTEM MS/DEC 2022/BB	RECREATION SERVICES	18.00
	MARYSVILLE SCHOOL	PINEWOOD ELEM/DEC 2022/BB	RECREATION SERVICES	20.00
	MARYSVILLE SCHOOL	MMS/DEC 2022/BB	RECREATION SERVICES	48.00
	MARYSVILLE SCHOOL	MARSHALL ELEM/DEC 2022/BB	RECREATION SERVICES	144.00
	MARYSVILLE SCHOOL	GROVE ELEM/DEC 2022/BB	RECREATION SERVICES	276.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEM/DEC 2022/BB	RECREATION SERVICES	288.00
	MARYSVILLE SCHOOL	MMS/DEC 2022/BB	RECREATION SERVICES	288.00
	MARYSVILLE SCHOOL	QUILCEDA TULALIP/DEC 2022/BB	RECREATION SERVICES	288.00
	MARYSVILLE SCHOOL	TOTEM MS/DEC 2022/BB	RECREATION SERVICES	288.00
160420	MARYSVILLE, CITY OF	UTILITY SERVICE	AFFORDABLE HOUSING	354.69
160421	MC CLURE & SONS INC	PAY ESTIMATE 8	SURFACE WATER CAPITAL	418,752.28
160422	MCWETHY, LUCAS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	150.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	225.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
	MCWETHY, LUCAS		PUBLIC DEFENSE	300.00
160423	MIZELL, TARA	EXPENSE REIMBURSEMENT	COMMUNITY CENTER	707.16
160424	MOON CONSTRUCTION	PAY ESTIMATE 8	GMA-PARKS	84,715.20
160425	MOUNTAIN MIST	FNC LATE FEE	WASTE WATER TREATMENT	0.75
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	0.75
	MOUNTAIN MIST		SEWER MAIN COLLECTION	0.75
	MOUNTAIN MIST	FINANCE CHARGE	WASTE WATER TREATMENT	1.13
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	1.13
	MOUNTAIN MIST		SEWER MAIN COLLECTION	1.14
	MOUNTAIN MIST	PACKAGED WATER	WASTE WATER TREATMENT	6.23
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.23
	MOUNTAIN MIST		SEWER MAIN COLLECTION	6.23
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	16.47
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.47
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.47
	MOUNTAIN MIST		WASTE WATER TREATMENT	19.56

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160425	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	19.57
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.57
	MOUNTAIN MIST		WASTE WATER TREATMENT	24.49
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	24.49
	MOUNTAIN MIST		SEWER MAIN COLLECTION	24.49
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	25.58
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	25.58
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	25.59
	MOUNTAIN MIST		SEWER MAIN COLLECTION	25.59
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	25.59
	MOUNTAIN MIST		SEWER MAIN COLLECTION	25.59
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	26.49
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	26.50
	MOUNTAIN MIST		SEWER MAIN COLLECTION	26.50
160426	NAPA AUTO PARTS	OXYGEN SENSOR CREDIT RETURN	EQUIPMENT RENTAL	-46.87
	NAPA AUTO PARTS	SWITCH HEADLIGHT	EQUIPMENT RENTAL	26.17
	NAPA AUTO PARTS	OXYGEN SENSOR	EQUIPMENT RENTAL	46.87
	NAPA AUTO PARTS	2.5 DEF	STORM DRAINAGE	82.81
	NAPA AUTO PARTS		SEWER MAIN COLLECTION	82.82
160427	NATIONAL BARRICADE	EV CHARGING SIGNS	CAPITAL EXPENDITURES	77.46
	NATIONAL BARRICADE	RENTAL PCMS BOARD HOLIDAY PARADE	SPECIAL EVENTS & PROJECTS	469.13
160428	NATURAL RESOURCES	PS EBAY SLOUGH	STORM DRAINAGE	12.53
160429	NEW RESTORATION	EMERGENCY SERVICE FEE	SEWER MAIN COLLECTION	2,431.42
160430	NEWMAN BURROW LLC	POST CARD PRINTING-WINTER/SPRING	RECREATION SERVICES	4,105.00
160431	NORTH CENTRAL LABORA	WASTEWATER PLANT SUPPLIES	WASTE WATER TREATMENT	520.66
160432	NORTH COAST ELECTRIC	ED PLANT NEW PLC SPARES	WATER RESERVOIRS	963.67
160433	NORTH-WEST PAINTING	INTERIOR PAINTING	GMA-PARKS	34,242.20
160434	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE 12.5%	WATER/SEWER OPERATION	-87.65
	NORTHSTAR CHEMICAL		WATER/SEWER OPERATION	-63.17
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	735.17
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,020.05
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	2,802.83
160435	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE	STORM DRAINAGE	1,723.75
160436	NORTHWEST PUBLISHING	GRANT FUNDED BROCHURES	RECREATION SERVICES	6,498.36
160437	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	DETENTION & CORRECTION	71.02
	ODP BUSINESS SOLUTIO		DETENTION & CORRECTION	79.60
	ODP BUSINESS SOLUTIO		POLICE PATROL	174.80
	ODP BUSINESS SOLUTIO	SUPPLIES	POLICE PATROL	528.86
160438	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	24.00
	OLASON, MONICA		RECREATION SERVICES	57.60
	OLASON, MONICA		RECREATION SERVICES	58.80
	OLASON, MONICA		RECREATION SERVICES	72.00
	OLASON, MONICA		RECREATION SERVICES	125.00
	OLASON, MONICA		RECREATION SERVICES	130.00
160439	OREILLY AUTO PARTS	MULTI SOCK	EQUIPMENT RENTAL	16.06
160440	OSBORN, DANELLE	INSTRUCTOR PAYMENT	RECREATION SERVICES	84.00
160441	OTAK	SERVICES PERFORMED 10/29-11/25/22	GMA - STREET	138.00
160442	OWEN EQUIPMENT	REAR DOOR RECEIVER BLOCK H008	EQUIPMENT RENTAL	127.36
160443	PACIFIC TOPSOILS	BRUSH DUMP	ROADSIDE VEGETATION	142.20
	PACIFIC TOPSOILS	CONCRETE & WOOD CHIP DUMP	ROADSIDE VEGETATION	438.10
	PACIFIC TOPSOILS	BUSH DUMP	ROADSIDE VEGETATION	521.40

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160444	PARAMETRIX	SERVICES THROUGH 11/26/22	SURFACE WATER CAPITAL	14,882.77
160445	PARKSON CORP	CREDIT FOR 2 DAMAGED AIRLIFTS	WASTE WATER TREATMENT	-1,579.74
	PARKSON CORP	AIRLIFT PUMPS, AIR LIFT CRATE, FREIGHT	WASTE WATER TREATMENT	12,674.33
160446	PEACE OF MIND	PLANNING COMMISSION MINUTE TAKER	COMMUNITY	112.20
160447	PERFORMANCE VALIDA	COMMISSIONING REPORT DEVELOPMENT	CAPITAL EXPENDITURES	270.00
	PERFORMANCE VALIDA	TI AUDIT CHECKLIST/REPORT	CAPITAL EXPENDITURES	806.50
160448	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	185.00
	PGC INTERBAY LLC		PRO-SHOP	258.46
	PGC INTERBAY LLC		PRO-SHOP	458.56
	PGC INTERBAY LLC		GOLF ADMINISTRATION	787.07
	PGC INTERBAY LLC		MAINTENANCE	1,250.50
	PGC INTERBAY LLC		MAINTENANCE	4,299.14
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	PRO-SHOP	6,498.16
	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	10,338.30
	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	MAINTENANCE	10,685.69
160449	PH CONSULTING LLC	PROFESSIONAL SERVICES	GMA - STREET	7,350.00
	PH CONSULTING LLC	PROFESSIONAL SERVICES	GMA - STREET	15,965.00
160450	PLAY-WELL TEKNOLOGIE	INSTRUCTOR PAYMENT	RECREATION SERVICES	369.60
160451	POSTAL SERVICE	2022 PERMIT #80 RENEWAL	RECREATION SERVICES	275.00
160452	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	90.00
160453	PROFORCE LAW ENFORC	HOLSTERS	POLICE PATROL	951.56
	PROFORCE LAW ENFORC		POLICE PATROL	951.56
160454	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	450.00
160455	PUGET SOUND SECURITY	DUPLICATE KEYS	PARK & RECREATION FAC	25.27
160456	RAIN FOR RENT	PUMP RENTAL	STORM DRAINAGE	2,635.44
160457	RAINIER ENVIRONMENT	WWTP FATHEAD MINNOW ACUTE TEST	WASTE WATER TREATMENT	850.00
160458	REECE TRUCKING	PAY ESTIMATE 2	MARYSVILLE TBD	-22,035.76
	REECE TRUCKING	DEERING PARK DEMO	GMA-PARKS	229.21
	REECE TRUCKING	STOCK	WATER DIST MAINS	692.30
	REECE TRUCKING	PAY ESTIMATE 2	GENL GVRNMNT SERVICES	440,715.10
160459	RH2 ENGINEERING INC	SERVICES THROUGH 12/31/22	SEWER CAPITAL PROJECTS	13,725.65
160460	ROBERT DROLL LANDSCA	SERVICES PERFORMED 9/26-11/10/22	GMA-PARKS	58,194.70
160461	RSG ABATEMENT & DEMO	DEERING ASBESTOS REMOVAL	GMA-PARKS	-1,036.00
	RSG ABATEMENT & DEMO		GMA-PARKS	11,333.84
160462	SAFEWAY INC.	GRANOLA BARS, ETC	RECREATION SERVICES	25.44
160463	SAFEWAY INC.	DETERGENT, ETC	COMMUNITY CENTER	80.31
160464	SAFEWAY INC.	JAIL SUPPLIES	DETENTION & CORRECTION	43.79
160465	SAINT JOSEPH'S HOUSE	HUMAN SERVICES GRANT REIMBURSEMENT	RENTAL ASSISTANCE PROGRAM	42,437.62
160466	SECURITY CONTRACTOR	LEASE 9/9 TO 10/9/22	GMA-PARKS	213.34
	SECURITY CONTRACTOR	LEASE 9/18 TO 10/18/22	GMA-PARKS	607.18
160467	SIX ROBBLEES INC	BRAKE CLEANER	ER&R	267.81
160468	SNO CO CHAPTER OF	INSTRUCTOR PAYMENT	RECREATION SERVICES	317.11
160469	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	370.16
160470	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	423.60
160471	SOUND PUBLISHING	BID ADVERTISEMENT	GMA - STREET	93.12
160472	SOUND PUBLISHING		GMA - STREET	93.12
160473	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	356.64
160474	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	41.54
	SPRINGBROOK NURSERY	5 YARD WOOD DEBRIS	STORM DRAINAGE	60.00
	SPRINGBROOK NURSERY	UTILITY SAND	SNOW & ICE REMOVAL	1,342.50
160475	SRV CONSTRUCTION	2ND ST LID IMPROVEMENTS	UTILITY CONSTRUCTION	-30,824.15

CITY OF MARYSVILLE  
 INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160475	SRV CONSTRUCTION	2ND ST LID IMPROVEMENTS	UTILITY CONSTRUCTION	-24,690.93
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	493,818.68
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	618,131.28
160476	STANWOOD REDI-MIX	BLOCKS	PARK & RECREATION FAC	163.65
160477	STERICYCLE, INC.	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	STERICYCLE, INC.		LEGAL - PROSECUTION	11.20
	STERICYCLE, INC.		EXECUTIVE ADMIN	22.38
	STERICYCLE, INC.		LEGAL - PROSECUTION	22.40
160478	STILLAGUAMISH OUTDOO	ADVERTISING	POLICE ADMINISTRATION	6,000.00
160479	SUNBELT RENTALS	LIGHT TOWER RENTALS	RECREATION SERVICES	852.67
160480	TESSCO INC	2-WAY ANTENNAS, MT. BRACKETS	ER&R	159.58
	TESSCO INC	2-WAY ANTENNAS, MT. BRACKETS	ER&R	465.20
160481	THE TIGER KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	408.00
160482	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	363.30
	TRANSPO GROUP		GMA - STREET	519.30
	TRANSPO GROUP		GMA - STREET	3,097.29
	TRANSPO GROUP		GMA - STREET	5,482.49
	TRANSPO GROUP		GMA - STREET	10,010.60
160483	TRUE NORTH EQUIPMENT	PIVOT ARM CYLINDER	ER&R	2,333.17
160484	TULALIP TRIBES OF WA	PROFESSIONAL SERVICE	STORM DRAINAGE	2,053.50
160485	ULINE	MEN & WOMEN RESTROOM SIGNS	PUBLIC SAFETY BLDG	55.20
	ULINE	SANITARY NAPKINS	PUBLIC SAFETY BLDG	287.81
	ULINE	LOBBY BENCH	CAPITAL EXPENDITURES	2,555.34
160486	UNITED RECYCLING	CONTAINER DUMP DELIVERY	GMA-PARKS	8,964.49
160487	UNIVERSAL FIELD	ROW SERVICE THROUGH 11/22	GMA - STREET	105.21
160488	USA BLUEBOOK	PH BUFFER POUCHES	SUNNYSIDE FILTRATION PLANT	990.15
160489	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	797.72
	UTILITIES UNDERGROUN		UTILITY LOCATING	905.52
160490	VALLEY ELECTRIC CO	STREET LIGHT COLLISION REPAIRS	STREET LIGHTING	56,760.00
160491	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	536.00
	WA STATE TREASURER		GENERAL FUND	22,432.62
160492	WASHINGTON FEDERAL	RETAINAGE FOR STRIDER CONSTRUCTION	GMA-STREET	3,013.72
	WASHINGTON FEDERAL		GMA-STREET	3,474.92
	WASHINGTON FEDERAL		GMA-STREET	4,375.00
	WASHINGTON FEDERAL		GMA-STREET	11,311.25
160493	WASTEQUIP		SOLID WASTE OPERATIONS	7,190.87
	WASTEQUIP		SOLID WASTE OPERATIONS	27,790.89
160494	WESTERN GRAPHICS	GRAPHICS SERVICES	POLICE PATROL	2,183.62
160495	WESTERN SYSTEMS	SCHOOL ZONE FLASHER REPLACEMENT	TRANSPORTATION	9,020.85
160496	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	252.00
160497	WETLAND RESOURCES	PROFESSIONAL SERVICES	GMA - STREET	1,530.00
160498	WHISTLE WORKWEAR	WORK JACKET	EQUIPMENT RENTAL	98.90
160499	YOUNGSTROM SAFETY	"IT WON'T HAPPEN TO YOU" PRESENTATIONS	EXECUTIVE ADMIN	3,800.00

CITY OF MARYSVILLE  
INVOICE LIST

FOR INVOICES FROM 1/19/2023 TO 1/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>3,679,835.75</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$3,679,835.75





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** January 10,2022 Payroll in the Amount of \$1,879,723.02 Paid by EFT Transactions and Check Numbers 34249 through 34179

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** January 11, 2023 Claims in the Amount of \$212,156.76 Paid by EFT Transactions and Check Numbers 160234 through 160284

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[011123.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/11/2023 TO 1/11/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160234	LICENSING, DEPT OF	DRIVING ABSTRACT - POTTS3/KEMBEL	PERSONNEL ADMINISTRATION	30.00
160235	LICENSING, DEPT OF	DRIVING ABSTRACT - POTTS 4	PERSONNEL ADMINISTRATION	15.00
160236	911 SUPPLY INC. 911 SUPPLY INC.	UNIFORM	DETENTION & CORRECTION	109.39
160237	ALLIANT INSURANCE	BROKER FEE 2023/2024	POLICE PATROL	367.55
160238	AMAZON CAPITAL	SUPPLIES	RISK MANAGEMENT	50,000.00
160239	ARLINGTON, CITY OF	ACCT #700033.31	DETENTION & CORRECTION	78.76
160240	ARMOR UP AMERICA	RESPONDER HEALTH	WATER FILTRATION PLANT	36.70
160241	AROCHA, PEDRO		POLICE ADMINISTRATION	444.00
160242	ASSN OF WA CITIES	MEMBERSHIP	WATER/SEWER OPERATION	25.42
160243	BRANNON, TONY		PERSONNEL ADMINISTRATION	54,553.44
160244	BRATCHER, KATHRYN		GARBAGE	507.75
160245	BURTIS, MICHAEL	TASER PROGRAM	WATER/SEWER OPERATION	87.01
160246	CALLAGHAN, WILLIAM R		POLICE TRAINING-FIREARMS	379.50
160247	CARNAHAN, MARK & LAU		WATER/SEWER OPERATION	13.47
160248	CIVICPLUS	ANNUAL HOSTING/SUPPORT FEES	WATER/SEWER OPERATION	227.94
160249	COMCAST	ACCT #8498310021752089	EXECUTIVE ADMIN	7,023.14
160250	COUDRAY, AARON		COMPUTER SERVICES	633.17
160251	CRIME STOPPERS	CRIME STOPPERS 2023 ALLOCATION	WATER/SEWER OPERATION	279.88
160252	DMCMA	DMCMA MEMBERSHIP - ELSNER	POLICE PATROL	2,361.73
	DMCMA	DMCMA MEMBERSHIP - RICKER	MUNICIPAL COURTS	150.00
160253	FBI/LEEDA	DUES - ELTON	MUNICIPAL COURTS	150.00
160254	GAYLON, COOPER		POLICE ADMINISTRATION	50.00
160255	GOVERNMENTJOBS.COM	SUBSCRIPTION NEOGOV	WATER/SEWER OPERATION	25.00
160256	HANKS, FARNHAM & MAR		PERSONNEL ADMINISTRATION	9,717.83
160257	INTL ASSOC CHIEFS	MEMBERSHIP RENEWAL 2023	WATER/SEWER OPERATION	368.15
160258	JAMES, KEVIN		POLICE PATROL	1,225.00
160259	KING, SHERRY JO	PROTEM SERVICE	WATER/SEWER OPERATION	372.30
160260	LENNAR NORTHWEST INC		MUNICIPAL COURTS	1,110.00
160261	LENNAR NORTHWEST INC		GARBAGE	571.14
160262	LENNAR NORTHWEST INC		GARBAGE	553.64
160263	LENNAR NORTHWEST INC		GARBAGE	557.14
160264	LENNAR NORTHWEST INC		WATER/SEWER OPERATION	560.64
160265	LENNAR NORTHWEST INC		GARBAGE	567.64
160266	LEXIPOL LLC	LEGACY RENEWAL 2023	GARBAGE	550.14
160267	MARYSVILLE, CITY OF	UTILITY SERVICE	POLICE PATROL	5,573.23
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	31.77
	MARYSVILLE, CITY OF		NON-DEPARTMENTAL	64.86
	MARYSVILLE, CITY OF		CITY HALL	79.43
	MARYSVILLE, CITY OF		STORM DRAINAGE	100.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	118.30
	MARYSVILLE, CITY OF		CITY HALL	125.11
	MARYSVILLE, CITY OF		STORM DRAINAGE	126.40
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	130.63
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	130.83
	MARYSVILLE, CITY OF		OPERA HOUSE	131.11
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	218.39
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	219.66
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	222.44
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	243.80
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	296.16
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	477.75

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 1/11/2023 TO 1/11/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160267	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	720.21
	MARYSVILLE, CITY OF		COURT FACILITIES	731.13
	MARYSVILLE, CITY OF		CITY HALL	793.95
	MARYSVILLE, CITY OF		OPERA HOUSE	822.38
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,245.24
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,260.93
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	1,908.16
	MARYSVILLE, CITY OF		CITY HALL	1,989.60
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,478.32
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	3,132.57
160268	MARYSVILLE, CITY OF		PARK & RECREATION FAC	25.02
160269	MPA	MPA MEMBERSHIP - HORNUNG	PROBATION	40.00
160270	NIANEKEO, ASHLEY		WATER/SEWER OPERATION	38.21
160271	NYAGA, PAULINE W		GARBAGE	284.72
160272	PERREAULT, RICHARD		GARBAGE	13.32
160273	POWERDMS, INC	SUBSCRIPTION RENEWAL 2023	POLICE ADMINISTRATION	12,873.55
160274	PREMIER GOLF CENTERS	MANAGEMENT SERVICE	GOLF ADMINISTRATION	10,377.64
160275	PUD	ACCT #205283641	STREET LIGHTING	10.82
	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #202177861	PUMPING PLANT	19.62
	PUD	ACCT #200998532	PARK & RECREATION FAC	21.31
	PUD	ACCT #204933311	PUMPING PLANT	22.79
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #201380995	PUMPING PLANT	25.00
	PUD	ACCT #202791166	PUMPING PLANT	31.09
	PUD	ACCT #221303498	STREET LIGHTING	34.81
	PUD	ACCT #202368536	TRANSPORTATION	53.99
	PUD	ACCT #220153100	TRANSPORTATION	60.03
	PUD	ACCT #202183679	TRANSPORTATION	62.43
	PUD	ACCT #202102190	TRANSPORTATION	64.44
	PUD	ACCT #200800704	STREET LIGHTING	68.12
	PUD	ACCT #201931193	PARK & RECREATION FAC	69.76
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	71.90
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	76.82
	PUD	ACCT #202220760	GOLF ADMINISTRATION	83.13
	PUD	ACCT #200869303	TRANSPORTATION	85.04
	PUD	ACCT #222592917	PARK & RECREATION FAC	100.29
	PUD	ACCT #220298624	STREET LIGHTING	108.47
	PUD	ACCT #202576112	STREET LIGHTING	130.41
	PUD	ACCT #202368197	PUMPING PLANT	167.82
	PUD	ACCT #202689105	WASTE WATER TREATMENT	172.81
	PUD	ACCT #201046380	PARK & RECREATION FAC	177.10
	PUD	ACCT #202490637	SEWER LIFT STATION	178.65
	PUD	ACCT #202294336	STREET LIGHTING	185.04
	PUD	ACCT #202572327	STREET LIGHTING	194.60
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #202030078	TRANSPORTATION	225.78
	PUD	ACCT #220731285	STREET LIGHTING	252.50
	PUD	ACCT #200164598	SOURCE OF SUPPLY	296.22

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/11/2023 TO 1/11/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160275	PUD	ACCT #200084150	TRANSPORTATION	337.97
	PUD	ACCT #202461554	SEWER LIFT STATION	870.89
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,049.67
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #202576112	STREET LIGHTING	2,477.96
	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #201577921	PUMPING PLANT	4,846.01
160276	SEATTLE MUNICIPAL	DMCJA MEMBERSHIP - GILLINGS/TOWERS	MUNICIPAL COURTS	2,000.00
160277	STEWART, AARON	DEFENSIVE TACTICS/TASER	POLICE TRAINING-FIREARMS	379.50
160278	TYLER TECHNOLOGIES	SOCRATA OPEN FINANCE	FINANCE-GENL	10,967.91
160279	VERIZON	AMR LINES	METER READING	424.25
160280	WALKER MOTOR WORKS L		GARBAGE	37.82
160281	WAPRO	WAPRO MEMBERSHIP - GEDDIS	CITY CLERK	25.00
160282	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	61.74
160283	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	63.37
160284	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	63.22

**WARRANT TOTAL: 212,156.76**

**REASON FOR VOIDS:**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**WARRANT TOTAL: \$212,156.76**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** January 18, 2023 Claims in the Amount of \$265,630.48 Paid by EFT Transactions and Check Numbers 160285 through 160330 with Check Number 157840 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[011823.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/18/2023 TO 1/18/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160285	LICENSING, DEPT OF	DRIVING ABSTRACT - ADLINGTON	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - LINARES	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - OXENTENKO	PERSONNEL ADMINISTRATION	15.00
	LICENSING, DEPT OF	DRIVING ABSTRACT - WARNER	PERSONNEL ADMINISTRATION	15.00
160286	PREMERA BLUE CROSS	CLAIMS PAID 1/1 TO 1/7/2023	MEDICAL CLAIMS	41,882.58
160287	AGING OPTIONS	REFUND OPERA HOUSE	GENERAL FUND	250.00
160288	ALL TRAFFIC SOLUTION	RADAR TRAILER	POLICE PATROL	7,922.77
160289	AMAZON CAPITAL	HANDHELD DEPTH FINDER	WATER RESERVOIRS	68.20
	AMAZON CAPITAL	TONER, SCISSORS, FILE POCKETS	FINANCE-GENL	293.31
160290	AMERICAN PUBLIC WORK	MEMBERSHIP RENEWAL 2023 TO 2024	ENGR-GENL	254.00
160291	BANK OF AMERICA	ADVERTISING/FINANCE CHARGES	COMMUNITY	11.37
	BANK OF AMERICA		COMMUNITY	50.00
160292	BENEFIT COORDINATORS	JAN 2023 PREMIUMS	MEDICAL CLAIMS	166,108.72
160293	BUCK, KIMBERLEE	REFUND - BASKETBALL	PARKS-RECREATION	85.00
160294	CASTELLANOS, ITALO	UTILITY BILLING REFUND	WATER/SEWER OPERATION	5.79
160295	COLDWELL BANKER BAIN	UB REFUND 6100 55TH AVE NE	WATER/SEWER OPERATION	115.00
160296	COMMAND SOURCING	JAIL SUPPLIES	DETENTION & CORRECTION	583.23
160297	GEHL, DORA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	203.57
160298	GENTLES, KRISTIN	REFUND - BASKETBALL	PARKS-RECREATION	95.00
	GENTLES, KRISTIN		PARKS-RECREATION	95.00
160299	HAMILTON, LISA	REFUND - SKETCHBOOK ART	PARKS-RECREATION	44.00
	HAMILTON, LISA	REFUND ART EXPLORERS	PARKS-RECREATION	108.00
160300	JONES, KATHRYN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	302.32
160301	MIZELL, TARA	TABLE	COMMUNITY CENTER	136.28
160302	MOHAMED, NASHUA	INSTRUCTOR SERVICE	RECREATION SERVICES	192.00
160303	NEERING, SARAH	REFUND - LITTLE LITS	PARKS-RECREATION	90.00
160304	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,756.88
160305	PIERCE, JASON	REFUND - PAINT N' GLUE	PARKS-RECREATION	120.00
160306	POSTAL SERVICE	PERMIT #80 - STANDARD MAIL	RECREATION SERVICES	5,804.23
160307	PUD	ACCT #201142098	PARK & RECREATION FAC	8.96
	PUD	ACCT #205481823	GOLF ADMINISTRATION	21.58
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	21.63
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	21.63
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	21.63
	PUD	ACCT #201346665	SEWER LIFT STATION	23.99
	PUD	ACCT #201142155	TRANSPORTATION	39.33
	PUD	ACCT #200660439	STREET LIGHTING	47.76
	PUD	ACCT #202294245	SEWER LIFT STATION	54.02
	PUD	ACCT #204829691	STREET LIGHTING	57.81
	PUD	ACCT #203996343	STREET LIGHTING	77.14
	PUD	ACCT #221610405	STREET LIGHTING	99.67
	PUD	ACCT #201909637	SEWER LIFT STATION	121.57
	PUD	ACCT #203291216	GENERAL	156.58
	PUD	ACCT #220020531	STREET LIGHTING	261.26
	PUD	ACCT #200812808	PUMPING PLANT	376.47
	PUD	ACCT #201098969	PUMPING PLANT	774.48
	PUD	ACCT #202882098	STREET LIGHTING	9,102.62
	PUD		STREET LIGHTING	14,237.45
160308	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	101.34
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	161.89

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/18/2023 TO 1/18/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160308	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	169.33
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	255.71
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	259.90
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	323.96
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	833.80
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	902.87
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	906.87
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	1,378.38
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	3,366.54
160309	RAKESH GUPTA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	25.00
160310	RANDOLPH, SAYWARD	REFUND - LITTLE LITS II	PARKS-RECREATION	55.71
	RANDOLPH, SAYWARD	REFUND - ART EXPLORERS	PARKS-RECREATION	108.00
160311	SCHWARTZ, DANIEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	513.86
160312	SLOY, MICHAEL		WATER/SEWER OPERATION	46.49
160313	SNYDER, CANON	DJ SERVICE	RECREATION SERVICES	800.00
160314	SOPER, ANNA	REFUND - SKETCHBOOK	PARKS-RECREATION	44.00
160315	STRUTHERS, ELIZABETH	REFUND - DISCOVER YOUR 123'S	PARKS-RECREATION	108.00
	STRUTHERS, ELIZABETH	REFUND - DISCOVER YOUR ABC'S	PARKS-RECREATION	108.00
160316	SWANK MOTION PICTURE	ENTERTAINMENT - SHOW	OPERA HOUSE	325.00
160317	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	519.30
160318	TUNRER, SUSAN	REFUND - ANIMAL TOT DETECTIVES	PARKS-RECREATION	27.00
160319	VALEEVA, TATIANA	UB REFUND 5738 65TH ST NE	WATER/SEWER OPERATION	156.80
160320	WESTLEY, DENISE	REFUND CREDIT BALANCE	PARKS-RECREATION	60.00
160321	WOOD, AMANDA	REFUND - SKETCHBOOK ART	PARKS-RECREATION	44.00
160322	ZINGMARK, ANNA M	UTILITY BILLING REFUND	WATER/SEWER OPERATION	46.17
160323	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	62.36
160324	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
160325	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	221.93
160326	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	65.80
160327	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	27.63
	ZIPLY FIBER		MUNICIPAL COURTS	110.52
160328	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	71.84
160329	ZIPLY FIBER	ACCT #3606594037	CITY HALL	103.11
160330	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	225.94

**WARRANT TOTAL: 265,822.48**

Nashua Mohamed      157840      Void      Check Lost/Damaged      \$192.00

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**CHECK LOST/DAMAGED**

**UNCLAIMED PROPERTY**

**WARRANT TOTAL: \$265,630.48**





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

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

**SUBJECT:** January 25, 2023 Payroll in the Amount of \$1,650,155.93 Paid by EFT Transactions and Check Numbers 34262 through 34274

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** January 25, 2023 Claims in the Amount of \$263,427.57 Paid by EFT Transactions and Check Numbers 160574, 160575, 160576, 160618 through 160658

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[012523.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/25/2023 TO 1/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160574	FIRST AMERICAN TITLE	EARNEST MONEY	SEWER CAPITAL PROJECTS	5,000.00
160575	LICENSING, DEPT OF	DRIVING ABSTRACT - WHALEY	PERSONNEL ADMINISTRATION	15.00
160576	NEARMAP	GIS NEARMAP SUBSCRIPTION	COMPUTER SERVICES	23,241.95
160618	911 SUPPLY INC.	UNIFORM - GIBBS	POLICE PATROL	213.31
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	507.69
	911 SUPPLY INC.	EAR PHONES	POLICE PATROL	3,427.85
160619	ALEXANDER PRINTING	BUSINESS CARDS	FINANCE-GENL	125.10
	ALEXANDER PRINTING		UTILITY BILLING	208.50
	ALEXANDER PRINTING		CITY COUNCIL	437.46
	ALEXANDER PRINTING	CIC FOLIOS	PLANNING & COMMUNITY DEV	866.13
160620	AMAZON CAPITAL	CREDIT	FINANCE-GENL	-158.07
	AMAZON CAPITAL	CREDIT	FINANCE-GENL	-8.74
	AMAZON CAPITAL	MECHANICAL PENCILS	FINANCE-GENL	8.74
	AMAZON CAPITAL	ANTI-FATIGUE MAT	EXECUTIVE ADMIN	42.39
	AMAZON CAPITAL	CONDUIT FOR EOC	EXECUTIVE ADMIN	51.97
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	79.12
160621	ANDREWS, ROBERT & JO	UB REFUND	WATER/SEWER OPERATION	84.88
160622	ASSN OF WA CITIES	2023 MEMBERSHIP DUES	NON-DEPARTMENTAL	55,393.00
160623	ASTOUND BUSINESS	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	111.40
160624	BAKER, LYNN	UB REFUND	WATER/SEWER OPERATION	226.99
160625	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	4,531.36
160626	CAPGROW HOLDINGS^	UB REFUND	WATER/SEWER OPERATION	78.31
160627	CARSON, STEPHEN	UB REFUND	WATER/SEWER OPERATION	116.42
160628	CNR INC	CNR LABOR	COMPUTER SERVICES	46.23
	CNR INC		COMPUTER SERVICES	184.89
160629	DECHENNE, IAN	UB REFUND	WATER/SEWER OPERATION	16.17
	DECHENNE, IAN		GARBAGE	282.89
160630	EDGE ANALYTICAL	RAW COMPLIANCE 104023016 - ESTP	WATER QUAL TREATMENT	23.00
160631	FERGUSON ENTERPRISES	REBUILD KIT	SUNNYSIDE FILTRATION	368.81
160632	FIRST AMERICAN TITLE	TITLE REPORT RECORDING	GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
	FIRST AMERICAN TITLE		GMA - STREET	551.25
160633	GAMBILL, BEN	UB REFUND	WATER/SEWER OPERATION	92.06
160634	GRAINGER	REUSABLE SEROLOGICAL PIPETTE	WASTE WATER TREATMENT	228.77
160635	HAVERTY, RICHARD	UB REFUND	WATER/SEWER OPERATION	346.12
160636	HIRASHIMA, GLORIA	DISHWASHER MAGNET	CAPITAL EXPENDITURES	17.04
160637	INTL ASSOC CHIEFS	IACP DUES - FRANZEN	POLICE TRAINING-FIREARMS	75.00
	INTL ASSOC CHIEFS	IACP DUES - LAMOUREUX	POLICE INVESTIGATION	190.00
	INTL ASSOC CHIEFS	IACP DUES - VERMEULEN	POLICE PATROL	190.00
160638	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	19.34
160639	NICHOLS, KIMBERLY &	UB REFUND	WATER/SEWER OPERATION	407.67
160640	PHILLIPS QUALITY CAR	UB REFUND	WATER/SEWER OPERATION	200.86
160641	PHILLIPS QUALITY CAR	UB REFUND	GARBAGE	100.00
160642	POSTAL SERVICE	POSTAGE - PD	OFFICE OPERATIONS	3,000.00
160643	PUD	ACCT #205195373	PARK & RECREATION FAC	22.68
	PUD	ACCT #202461026	MAINT OF GENL PLANT	23.31
	PUD	ACCT #200973956	SEWER LIFT STATION	29.17
	PUD	ACCT #200501617	TRANSPORTATION	33.01

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/25/2023 TO 1/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160643	PUD	ACCT #202794657	TRANSPORTATION	48.83
	PUD	ACCT #200448801	TRANSPORTATION	56.13
	PUD	ACCT #221115934	MAINT OF GENL PLANT	57.32
	PUD	ACCT #203500020	STREET LIGHTING	59.19
	PUD	ACCT #203199732	TRANSPORTATION	64.16
	PUD	ACCT #202303301	SEWER LIFT STATION	66.65
	PUD	ACCT #223514563	TRANSPORTATION	67.57
	PUD	ACCT #202524690	PUMPING PLANT	77.11
	PUD	ACCT #202288585	TRANSPORTATION	79.41
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	86.90
	PUD	ACCT #220681340	STORM DRAINAGE	87.07
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	89.80
	PUD	ACCT #222664740	TRANSPORTATION	90.63
	PUD	ACCT #222664310	TRANSPORTATION	91.82
	PUD	ACCT #202011813	PUMPING PLANT	102.24
	PUD	ACCT # 222772634	TRANSPORTATION	102.35
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	139.35
	PUD	ACCT #222663973	TRANSPORTATION	144.33
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	160.97
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	205.36
	PUD	ACCT #201628880	WASTE WATER TREATMENT	212.36
	PUD	ACCT #222025900	PUMPING PLANT	218.80
	PUD	ACCT #223013277	AFFORDABLE HOUSING	314.91
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	356.45
	PUD	ACCT #201247699	STREET LIGHTING	367.35
	PUD	ACCT #201675634	WASTE WATER TREATMENT	416.83
	PUD	ACCT #220824148	WASTE WATER TREATMENT	448.23
	PUD	ACCT #201587284	WASTE WATER TREATMENT	746.59
	PUD	ACCT #200021871	COURT FACILITIES	819.03
	PUD	ACCT #201617479	CITY HALL	886.50
	PUD	ACCT #202177333	MAINT OF GENL PLANT	915.21
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,279.68
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,404.80
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	4,639.53
	PUD	ACCT #202075008	WASTE WATER TREATMENT	9,006.48
	PUD	ACCT #201420635	WASTE WATER TREATMENT	14,767.49
	PUD	ACCT #201721180	WASTE WATER TREATMENT	20,225.68
160644	RAVE WIRELESS INC	RAVE ALERT PLATFORM	EXECUTIVE ADMIN	14,413.46
160645	REAL TRUST IRA ALTER	UB REFUND	WATER/SEWER OPERATION	48.15
	REAL TRUST IRA ALTER		WATER/SEWER OPERATION	250.28
160646	RIAZ, SAMSON		WATER/SEWER OPERATION	228.00
160647	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	39.91
160648	SAFeway INC.		DETENTION & CORRECTION	48.20
160649	SCCFOA	DUES - NIELD/GEDDIS/WOOLDRIDGE/Ryan	CITY CLERK	60.00
	SCCFOA		FINANCE-GENL	60.00
160650	SNO CO AUDITOR	VOTER REGISTRATION COST	FINANCIAL & RECORDS	81,181.67
160651	WA STATE BAR ASSOCIA	LICENSE RENEWAL 2023 - WALKER	LEGAL-GENL	471.10
	WA STATE BAR ASSOCIA	LICENSE RENEWAL 2023-EGGERTSEN	LEGAL-GENL	471.10
160652	WEST PAYMENT CENTER	INVESTIGATIVE TOOL, SOFTWARE CHARGES	POLICE INVESTIGATION	412.63
160653	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	57.80
160654	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	35.63

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/25/2023 TO 1/25/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160654	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	35.64
160655	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	71.99
160656	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	36.69
	ZIPLY FIBER		POLICE INVESTIGATION	36.70
160657	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	112.71
	ZIPLY FIBER		SUNNYSIDE FILTRATION	127.11
160658	ZIPLY FIBER	LOCAL/LD DEC 2022	CRIME PREVENTION	8.91
	ZIPLY FIBER		PROPERTY TASK FORCE	8.91
	ZIPLY FIBER		WATER QUAL TREATMENT	8.91
	ZIPLY FIBER		PURCHASING/CENTRAL	8.91
	ZIPLY FIBER		FACILITY MAINTENANCE	8.91
	ZIPLY FIBER		CITY CLERK	17.81
	ZIPLY FIBER		YOUTH SERVICES	17.81
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.81
	ZIPLY FIBER		STORM DRAINAGE	26.72
	ZIPLY FIBER		GIS SERVICES IS	26.72
	ZIPLY FIBER		PARK & RECREATION FAC	35.62
	ZIPLY FIBER		LEGAL-GENL	35.62
	ZIPLY FIBER		GENERAL	35.62
	ZIPLY FIBER		LEGAL - PROSECUTION	44.53
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	44.53
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	53.44
	ZIPLY FIBER		RECREATION SERVICES	62.34
	ZIPLY FIBER		EQUIPMENT RENTAL	62.34
	ZIPLY FIBER		FINANCE-GENL	71.25
	ZIPLY FIBER		POLICE INVESTIGATION	80.15
	ZIPLY FIBER		UTILITY BILLING	80.15
	ZIPLY FIBER		COMPUTER SERVICES	80.16
	ZIPLY FIBER		WASTE WATER TREATMENT	97.97
	ZIPLY FIBER		EXECUTIVE ADMIN	106.87
	ZIPLY FIBER		POLICE ADMINISTRATION	106.87
	ZIPLY FIBER		OFFICE OPERATIONS	106.87
	ZIPLY FIBER		MUNICIPAL COURTS	115.78
	ZIPLY FIBER		UTIL ADMIN	115.78
	ZIPLY FIBER		COMMUNITY	160.31
	ZIPLY FIBER		ENGR-GENL	178.12
	ZIPLY FIBER		DETENTION & CORRECTION	222.65
	ZIPLY FIBER		POLICE PATROL	472.02

**WARRANT TOTAL: 263,427.57**

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**CHECK LOST/DAMAGED**

**UNCLAIMED PROPERTY**

**WARRANT TOTAL: \$263,427.57**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Claims

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

**SUBJECT:** February 1, 2023 Claims in the Amount of \$1,736,716.25 Paid by EFT Transactions and Check Numbers 160659 through 160794 with Check Numbers 160144, 160423, 160577 through 160617 Voided

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**  
[020123.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/1/2023 TO 2/1/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160659	PREMERA BLUE CROSS	PREMERA CLAIMS PAID	MEDICAL CLAIMS	52,086.08
160660	ALLIANT INSURANCE	RENEWAL - SCAIRPON	RISK MANAGEMENT	75.00
	ALLIANT INSURANCE	ACIP CRIME/2ND INSTALLMENT	RISK MANAGEMENT	3,371.20
	ALLIANT INSURANCE	COMMERCIAL RENEWAL PREMIUM	RISK MANAGEMENT	25,516.24
	ALLIANT INSURANCE		RISK MANAGEMENT	39,755.76
	ALLIANT INSURANCE		RISK MANAGEMENT	150,328.33
	ALLIANT INSURANCE		RISK MANAGEMENT	359,781.00
160661	STATE AUDITORS OFFICE	AUDIT PERIOD 2021	NON-DEPARTMENTAL	348.30
	STATE AUDITORS OFFICE		UTIL ADMIN	348.30
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	5,526.36
	STATE AUDITORS OFFICE		UTIL ADMIN	5,526.36
	STATE AUDITORS OFFICE		UTIL ADMIN	5,950.12
	STATE AUDITORS OFFICE		NON-DEPARTMENTAL	5,950.13
160662	LICENSING, DEPT OF	CPL'S FOR JAN 2023	INTERGOVERNMENTAL	1,134.00
160663	911 SUPPLY INC.	ADMIN UNIFORMS	POLICE ADMINISTRATION	21.88
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	34.47
	911 SUPPLY INC.	COMMAND UNIFORMS	POLICE ADMINISTRATION	68.26
	911 SUPPLY INC.	CHEVRONS	POLICE PATROL	69.04
	911 SUPPLY INC.	TRAINING UNIFORMS	POLICE	74.38
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	83.17
	911 SUPPLY INC.	PATROL UNIFORMS	POLICE PATROL	84.80
	911 SUPPLY INC.	UNIFORMS	YOUTH SERVICES	98.44
	911 SUPPLY INC.		DETENTION & CORRECTION	109.39
	911 SUPPLY INC.	CMDR UNIFORMS	POLICE ADMINISTRATION	131.27
	911 SUPPLY INC.	COMMAND UNIFORMS	POLICE ADMINISTRATION	137.64
	911 SUPPLY INC.	PATROL UNIFORMS	POLICE PATROL	142.20
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	150.95
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	172.56
	911 SUPPLY INC.	UNIFORMS	POLICE PATROL	236.56
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	443.38
	911 SUPPLY INC.	UNIFORMS	DETENTION & CORRECTION	690.58
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	718.69
160664	A HOLISTIC ADULT FAM	UB REFUND	GARBAGE	115.89
160665	ADAMS, NATHAN	CRIME SCENE PHOTOGRAPHY	POLICE INVESTIGATION	34.00
	ADAMS, NATHAN	EVIDENCE PROCESSING	POLICE INVESTIGATION	34.00
160666	ALEXANDER PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	129.31
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE INVESTIGATION	522.64
	ALEXANDER PRINTING	PRINT SERVICES	POLICE PATROL	990.23
	ALEXANDER PRINTING	PRINTING CASE JACKETS	POLICE PATROL	1,314.96
160667	AMAZON CAPITAL	BADGE HOLDERS	COMMUNITY	10.82
	AMAZON CAPITAL	FELT FURNITURE PADS	COMMUNITY CENTER	17.30
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	17.80
	AMAZON CAPITAL	CALENDAR	FACILITY MAINTENANCE	19.68
	AMAZON CAPITAL	SUPPLIES - PAPER	POLICE ADMINISTRATION	29.46
	AMAZON CAPITAL	CALENDARS	ENGR-GENL	37.14
	AMAZON CAPITAL	WIRELESS MOUSE	COMMUNITY	38.28
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	63.90
	AMAZON CAPITAL	CALENDARS	ENGR-GENL	65.58
	AMAZON CAPITAL	FIRST AID SUPPLIES	POLICE PATROL	76.04
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	84.23
	AMAZON CAPITAL	ROUND END TABLES	COMMUNITY EVENTS	85.36

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160667	AMAZON CAPITAL	ENTRY SHELF, DIAPER DISPOSAL BAGS	COMMUNITY CENTER	93.78
	AMAZON CAPITAL	ELASTIC WRISTBANDS	RECREATION SERVICES	109.82
	AMAZON CAPITAL	SUPPLIES- LABELS	DETENTION & CORRECTION	115.89
	AMAZON CAPITAL	BOOKS FOR COMMAND	POLICE ADMINISTRATION	135.84
	AMAZON CAPITAL	WALL CALENDARS	ENGR-GENL	155.14
	AMAZON CAPITAL	ROUND END TABLES	COMMUNITY EVENTS	170.72
	AMAZON CAPITAL	UMBRELLA HOLDER, ECT	RECREATION SERVICES	176.15
	AMAZON CAPITAL	CABLE MANAGEMENT	COMPUTER SERVICES	177.23
	AMAZON CAPITAL	OFFICE SUPPLIES	PARK & RECREATION FAC	339.55
	AMAZON CAPITAL		COMPUTER SERVICES	455.52
	AMAZON CAPITAL	SURVEILLANCE MICS	POLICE PATROL	712.15
	AMAZON CAPITAL	CAMERA AND CASE	TRIBAL GAMING-GENL	1,271.22
160668	AMEZCUA, JESSICA & R	UTILITY BILLING REFUND	WATER/SEWER OPERATION	281.53
160669	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
160670	ASCAP	2023 MUSIC LICENSING FEE	RECREATION SERVICES	840.00
160671	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	1,438.20
160672	BEKINS NORTHWEST	MOVING SERVICES	CAPITAL EXPENDITURES	761.92
160673	BIO CLEAN, INC	BIO CLEAN PATROL VEHICLE	POLICE PATROL	420.04
	BIO CLEAN, INC	BIO CLEAN PATROL CAR	POLICE PATROL	421.19
160674	BIOTECH SCREENING	JAIL SUPPLIES	DETENTION & CORRECTION	576.49
160675	BOELE, KILE & STEPHA	UTILITY BILLING REFUND	GARBAGE	292.06
160676	BOTESCH, NASH & HALL	MARYSVILLE CIVIC CENTER	CAPITAL EXPENDITURES	20,692.66
160677	BOWMAN, TAYLOR	UTILITY BILLING REFUND	WATER/SEWER OPERATION	43.55
160678	BUILDERS EXCHANGE	BID POSTINGS	GENL GVRNMNT SERVICES	45.00
	BUILDERS EXCHANGE		GMA - STREET	72.00
	BUILDERS EXCHANGE		GMA - STREET	86.55
	BUILDERS EXCHANGE		SURFACE WATER CAPITAL	118.95
160679	C M HEATING	REFUND - ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	35.00
	C M HEATING		COMMUNITY DEVELOPMENT	35.00
	C M HEATING	REFUND - MECHANICAL PERMIT FEES	NON-BUS LICENSES AND	63.00
	C M HEATING	REFUND - MECHANICAL PERMIT FEES	NON-BUS LICENSES AND	63.00
160680	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	15,981.46
160681	CASCADE MACHINERY	SERVICE CALL GA-30 COMPRESSOR	WASTE WATER TREATMENT	5,331.58
160682	CATERING BY TARA	CATERING - DUELING PIANO	OPERA HOUSE	3,614.57
160683	CATHOLIC COMMUNITY	CCS - CHORE SERVICES	COMMUNITY	858.10
160684	CLEARWATER PACKAGE	SUPPLIES	DETENTION & CORRECTION	366.52
160685	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	451.33
160686	COOP SUPPLY	STRAW BALE	PARK & RECREATION FAC	15.31
	COOP SUPPLY	SUPPLIES	PARK & RECREATION FAC	362.61
160687	CORE STRENGTHS	CORE STRENGTHS YEARLY RENEWAL	POLICE ADMINISTRATION	5,500.00
160688	CRYSTAL SPRINGS	WATER SERVICE	POLICE PATROL	85.52
	CRYSTAL SPRINGS		DETENTION & CORRECTION	85.52
	CRYSTAL SPRINGS		OFFICE OPERATIONS	85.52
	CRYSTAL SPRINGS		RECREATION SERVICES	86.08
160689	DELL	LAPTOP BATTERY AND MEMORY	IS REPLACEMENT	171.51
	DELL	LAPTOP CHARGERS	IS REPLACEMENT	339.96
	DELL	MONITORS	DETENTION & CORRECTION	459.46
	DELL	DESKTOP/MONITORS/KEYBOARDS/MOUSE	GMA-PARKS	1,906.81
160690	DICKS TOWING	TOWING 23-1432	POLICE PATROL	77.54



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160690	DICKS TOWING	TOWING 23-1630	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-192	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-227	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-2645	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-968	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-CCW8620	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-CEX 7551	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-360	POLICE PATROL	103.38
	DICKS TOWING	TOWING 23-333	POLICE PATROL	129.23
	DICKS TOWING	TOWING 23-1792 CAZ0510	POLICE PATROL	241.64
160691	DISCOUNT TOWING	TOWING DUCATI	POLICE PATROL	374.15
	DISCOUNT TOWING		POLICE PATROL	374.15
160692	DK SYSTEMS, INC.	HVAC OLD PS BLDG	PUBLIC SAFETY BLDG	177.77
160693	DONNELSON ELECTRIC	MCC BUILDING	CAPITAL EXPENDITURES	1,742.48
	DONNELSON ELECTRIC		CAPITAL EXPENDITURES	7,629.97
160694	DYER, ROBERT L	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	1,467.00
160695	E&E LUMBER	LIGHT BULBS	PARK & RECREATION FAC	4.82
	E&E LUMBER	PICTURE HANG WITH KNIFE	CIVIC CENTER	13.42
	E&E LUMBER	BATTERIES	FACILITY MAINTENANCE	19.94
	E&E LUMBER	PAINT SUPPLIES	CIVIC CENTER	26.84
	E&E LUMBER	BRASS P-TRAP, DIE-CAST NUTS	CIVIC CENTER	33.59
	E&E LUMBER	PW BLDG-NEW DOOR - SANITATION	UTIL ADMIN	57.31
	E&E LUMBER	WASHER, NUTS, AND BRAID FLEX	CIVIC CENTER	69.94
	E&E LUMBER	BLACK OXIDE BIT SET	FACILITY MAINTENANCE	79.85
	E&E LUMBER	SMALL TOOLS - CUSTODIAN	CUSTODIAL SERVICES	147.68
160696	EAGLE FENCE	MARYSVILLE COMM CENTER FENCE REPAIR	PARK & RECREATION FAC	4,245.50
160697	ENTERPRISE FM TRUST	ADMIN, TAX, DMV FEES-2022 ESCAPE	STORM DRAINAGE	578.39
	ENTERPRISE FM TRUST	MONTHLY LEASE	STORM DRAINAGE	641.43
	ENTERPRISE FM TRUST	MONTHLY LEASE	STORM DRAINAGE	651.60
	ENTERPRISE FM TRUST	MONTHLY LEASE	STORM DRAINAGE	1,153.20
160698	EVERETT OFFICE	CHAIRS FOR COMMUNITY CENTER	GMA-PARKS	547.00
160699	EVERETT STAMP WORKS	SUPPLIES, STAMPER	CRIME PREVENTION	111.48
160700	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	219,588.32
	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	244,535.25
160701	EVIDENT, INC.	SUPPLIES	POLICE PATROL	182.50
160702	FLIGER, JEFFINER	UTILITY BILLING REFUND	GARBAGE	108.96
160703	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	200.00
160704	FORTNEY, ADAM & JILL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	46.98
160705	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	UTIL ADMIN	219.89
160706	GOVCONNECTION INC	IPADS & IPAD CASES	PARK & RECREATION FAC	222.18
	GOVCONNECTION INC	IPADS, DEFENDER EQUINOX	GENERAL	286.46
	GOVCONNECTION INC	WATCHGUARD FIREWALL	COMPUTER SERVICES	409.15
	GOVCONNECTION INC	PRINTER - MEARA & SAN MIGUEL	POLICE	600.60
	GOVCONNECTION INC		OFFICE OPERATIONS	600.61
	GOVCONNECTION INC	IPADS, DEFENDER EQUINOX	GENERAL	1,459.74
	GOVCONNECTION INC	IPADS & IPAD CASES	PARK & RECREATION FAC	1,524.02
	GOVCONNECTION INC	SECURITY BADGES	CAPITAL EXPENDITURES	2,638.73
	GOVCONNECTION INC	CONFERENCE ROOM EQUIPMENT	GMA-PARKS	2,790.18
160707	GRANICUS	VOTECAST - ONLINE TRAINING	CITY CLERK	1,350.00
160708	GRANITE CONST	1/2" HMA58H-22ST 128TH MANHOLE	ROADWAY MAINTENANCE	270.17
160709	GUARDIAN RFID	WRISTBANDS - CUSTODY TRACKING	GENERAL FUND	-108.29

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160709	GUARDIAN RFID	WRISTBANDS - CUSTODY TRACKING	DETENTION & CORRECTION	1,260.29
160710	HINDES, SAMANTHA	REFUND - VALENTINE'S DANCE	PARKS-RECREATION	20.00
160711	HOLDEN, MICHELLE	REFUND STEM EXPLORATIONS	PARKS-RECREATION	140.00
160712	HOME DEPOT PRO	TRI-BASE MULTI-PURPOSE CLEANER	CUSTODIAL SERVICES	53.96
160713	HOUSING HOPE	CDBG - BEACHWOOD Apt SERVICES	COMMUNITY	4,293.35
160714	INTERMOUNTAIN LOCK	50 V-10 KEYBLANKS	FACILITY MAINTENANCE	342.53
160715	INTERSTATE BATTERY	BATTERIES	ER&R	934.49
160716	JJ POLYGRAPH SERVICE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,250.00
160717	JOHNSTON, ROSS	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	58.86
160718	KEYSTONE LAND	UTILITY MAIN FEES	WATER-UTILITIES/ENVIRONM	20.00
	KEYSTONE LAND		WTR	756.00
160719	KONECRANES, INC.	1 TON HARRINGTON SEQ 4" FLANGE	MAINTENANCE	4,290.12
160720	KPG PSOMAS INC	SERVICES PERFORMED	GMA - STREET	5,601.05
160721	LANDAU ASSOCIATES	PHASE I ENVIRONMENTAL ASSESSMENT	GMA - STREET	6,000.00
	LANDAU ASSOCIATES	DUE DILIGENCE SERVICES	CAPITAL EXPENDITURES	17,500.00
160722	LASTING IMPRESSIONS	EMBROIDERED LOGO - CRESSWELL	OPERA HOUSE	39.38
	LASTING IMPRESSIONS	BASKETBALL T-SHIRTS	RECREATION SERVICES	45.02
	LASTING IMPRESSIONS		RECREATION SERVICES	4,781.11
160723	LEIRA	DUES, TANNA MOSALSKY	OFFICE OPERATIONS	50.00
	LEIRA	LEIRA DUES, SOLOMON-KATZER	OFFICE OPERATIONS	50.00
160724	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	39.36
160725	LEXISNEXIS RISK	INVESTIGATIVE TOOL - TRAX	POLICE INVESTIGATION	173.25
160726	LINC NW	HUMAN SERVICES GRANT	RENTAL ASSISTANCE	54,959.93
160727	LOWES HIW INC	SUPPLIES - CIVIC CENTER	CAPITAL EXPENDITURES	49.47
160728	MARYSVILLE SCHOOL	GYM RENTAL	POLICE PATROL	504.00
160729	MARYSVILLE, CITY OF	UTILITY SERVICES	SUNNYSIDE FILTRATION	137.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	201.02
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	211.65
160730	MARYSVILLE, CITY OF		SUNNYSIDE FILTRATION	297.82
160731	MASON, MARTHA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	348.49
160732	MC CLURE & SONS INC	PAY ESTIMATE 9	SURFACE WATER CAPITAL	256,697.78
160733	MCCARTY, MICHAEL & J	UTILITY BILLING REFUND	WATER/SEWER OPERATION	387.41
160734	MCDONALD, KEVIN D	HEARING EXAMINER - PA21-039	COMMUNITY	1,735.02
160735	MENNIE, CONNIE	EXPENSE REIMBURSEMENT	EXECUTIVE ADMIN	91.97
160736	MILLER, DEBRA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	156.54
160737	MITCHELL, NATHAN	REFUND - ACCOUNT CREDIT BALANCE	PARKS-RECREATION	38.00
160738	MIZELL, TARA	EXPENSE REIMBURSEMENT	COMMUNITY CENTER	665.04
160739	MOUNT, HERMAN	LEOFF I REIMBURSEMENT	POLICE ADMINISTRATION	510.30
160740	NAPA AUTO PARTS	CREDIT FOR INV 4642-525143	ER&R	-31.07
	NAPA AUTO PARTS	SAFETY SPILL BOOM COIL	ER&R	70.69
	NAPA AUTO PARTS	ENGINE DEGREASER	ER&R	185.72
160741	NEHRING, JON	EXPENSE REIMBURSEMENT	NON-DEPARTMENTAL	520.00
160742	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	453.60
160743	NORTHWEST HYDRAULIC	SERVICES THROUGH 11/30/22	STORM DRAINAGE	18,293.75
160744	NOTEWORTHY PRODUCT.	DUELING PIANOS SHOW OPERA HOUSE	OPERA HOUSE	3,150.00
160745	ODP BUSINESS SOLUTIO	SUPPLIES	OFFICE OPERATIONS	17.37
	ODP BUSINESS SOLUTIO	OFFICE SUPPLIES	PERSONNEL	49.43
	ODP BUSINESS SOLUTIO	SUPPLIES	OFFICE OPERATIONS	68.62
	ODP BUSINESS SOLUTIO		POLICE PATROL	108.24
	ODP BUSINESS SOLUTIO		POLICE PATROL	204.02
160746	OREILLY AUTO PARTS	CREDIT FOR HEADLIGHT	EQUIPMENT RENTAL	-19.07

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160746	OREILLY AUTO PARTS	HEADLIGHT SWITCH RETURN	EQUIPMENT RENTAL	19.07
	OREILLY AUTO PARTS	SPARK PLUGS, CAP, OXYGEN SENSOR	EQUIPMENT RENTAL	245.70
160747	PACIFIC NW SCALE	SCALE CERTIFICATION	POLICE PATROL	355.55
160748	PACIFIC TOPSOILS	BRUSH DUMP	PARK & RECREATION FAC	35.55
	PACIFIC TOPSOILS		PARK & RECREATION FAC	59.25
160749	PEACE OF MIND	PLANNING COMMISSION MINUTES TAKER	COMMUNITY	219.60
160750	PENWAY MEDIA	CITY LOGO INSTALL	COMMUNITY EVENTS	1,258.10
160751	PGC INTERBAY LLC	REIMBURSEMENT-GOLF COURSE	MAINTENANCE	22.71
	PGC INTERBAY LLC		MAINTENANCE	103.54
	PGC INTERBAY LLC		MAINTENANCE	112.95
	PGC INTERBAY LLC		PRO-SHOP	153.75
	PGC INTERBAY LLC		PRO-SHOP	159.52
	PGC INTERBAY LLC		PRO-SHOP	160.00
	PGC INTERBAY LLC		MAINTENANCE	175.43
	PGC INTERBAY LLC		PRO-SHOP	250.82
	PGC INTERBAY LLC		MAINTENANCE	580.97
	PGC INTERBAY LLC		MAINTENANCE	948.39
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		PRO-SHOP	1,167.74
	PGC INTERBAY LLC		MAINTENANCE	1,217.87
	PGC INTERBAY LLC		GOLF COURSE	4,403.18
	PGC INTERBAY LLC		MAINTENANCE	8,345.85
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT-GOLF COURSE	PRO-SHOP	8,813.09
	PGC INTERBAY LLC		MAINTENANCE	15,613.53
160752	PHILLIPS QUALITY CAR	UB REFUND	WATER/SEWER OPERATION	74.86
160753	POWERDMS, INC	POWER DMS	POLICE ADMINISTRATION	3,495.34
160754	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	10,377.64
160755	PUBLIC SAFETY TESTING	27 POLICE ADD-ON	POLICE PATROL	297.00
160756	PUD	117 BEACH AVE OLD EMISSIONS B	PARK & RECREATION FAC	313.37
160757	PUD	ACCT #205136245	SEWER LIFT STATION	18.02
	PUD	ACCT #204933311	PUMPING PLANT	20.37
	PUD	ACCT #202031134	PUMPING PLANT	24.01
	PUD	ACCT #201668043	PARK & RECREATION FAC	24.89
	PUD	ACCT #221100092	GMA - STREET	25.46
	PUD	ACCT #202461034	UTIL ADMIN	25.50
	PUD	ACCT #201672136	SEWER LIFT STATION	33.58
	PUD	ACCT #202476438	SEWER LIFT STATION	33.63
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	36.44
	PUD	ACCT #201610185	TRANSPORTATION	38.19
	PUD	ACCT #202012589	PARK & RECREATION FAC	40.38
	PUD	ACCT #201065281	PARK & RECREATION FAC	45.41
	PUD	ACCT #202178158	SEWER LIFT STATION	45.52
	PUD	ACCT #221636772	NON-DEPARTMENTAL	48.54
	PUD	ACCT #202140489	TRANSPORTATION	54.59
	PUD	ACCT #203005160	STREET LIGHTING	58.96
	PUD	ACCT #200827277	TRANSPORTATION	63.48
	PUD	ACCT #203430897	STREET LIGHTING	66.29
	PUD	ACCT #200571842	TRANSPORTATION	73.90
	PUD	ACCT #220761803	OPERA HOUSE	75.77
	PUD	ACCT #202368544	TRANSPORTATION	79.14
	PUD	ACCT #220298624	STREET LIGHTING	81.55

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160757	PUD	ACCT #200084036	TRANSPORTATION	82.40
	PUD	ACCT #220792733	STREET LIGHTING	82.82
	PUD	ACCT #202143111	TRANSPORTATION	86.35
	PUD	ACCT #202694337	TRANSPORTATION	91.55
	PUD	ACCT #202557450	STREET LIGHTING	108.62
	PUD	ACCT #203231006	TRANSPORTATION	116.00
	PUD	ACCT #202463543	SEWER LIFT STATION	125.28
	PUD	ACCT #202490637	SEWER LIFT STATION	127.86
	PUD	ACCT #201046380	PARK & RECREATION FAC	129.11
	PUD	ACCT #202572327	STREET LIGHTING	133.82
	PUD	ACCT #202294336	STREET LIGHTING	136.89
	PUD	ACCT #202689105	WASTE WATER TREATMENT	158.19
	PUD	ACCT #202030078	TRANSPORTATION	167.02
	PUD	ACCT #202368551	PARK & RECREATION FAC	184.00
	PUD	ACCT #220731285	STREET LIGHTING	192.54
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	204.58
	PUD	ACCT #203223458	PARK & RECREATION FAC	264.35
	PUD	ACCT #202000329	PARK & RECREATION FAC	300.07
	PUD	ACCT #202499489	COMMUNITY EVENTS	348.49
	PUD	ACCT #200223857	PARK & RECREATION FAC	401.13
	PUD	ACCT #220761175	OPERA HOUSE	406.18
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	423.62
	PUD	ACCT #201021698	PARK & RECREATION FAC	466.70
	PUD	ACCT #201021607	PARK & RECREATION FAC	469.39
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	473.95
	PUD	ACCT #200070449	TRANSPORTATION	478.31
	PUD	ACCT #200625382	SEWER LIFT STATION	482.87
	PUD	ACCT #202689287	WASTE WATER TREATMENT	842.49
	PUD	ACCT #200586485	SEWER LIFT STATION	1,289.99
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,670.88
	PUD	REPLACED UTILITY POLE	TRANSPORTATION	6,081.33
160758	PUGET SOUND CLEAN	2023 DUES ASSESSMENT	NON-DEPARTMENTAL	49,632.00
160759	PUGET SOUND SECURITY	KEYS	POLICE PATROL	12.64
160760	RHOADS, ALYSSIA	UTILITY BILLING REFUND	GARBAGE	439.95
160761	RON LOOP	UB REFUND	WATER/SEWER OPERATION	13.64
160762	ROSS, KATHY	REFUND - FOOT CARE APPOINTMENT	PARKS-RECREATION	45.00
160763	SCHOENTRUP, JIM	UTILITY BILLING REFUND	WATER/SEWER OPERATION	23.52
160764	SECURITY CONTRACTOR	LEASE 12/18/2-1/18/22	GMA-PARKS	328.20
160765	SELBY, CYNTHIA	REFUND - TAI CHI/HSING-I	PARKS-RECREATION	68.00
160766	SENYITKO, ELSIE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	29.19
160767	SESAC	2023 MUSIC LICENSE	RECREATION SERVICES	1,798.00
160768	SIGMAN, MICHAEL	LEOFF I - REIMBURSEMENT (DEC 2022)	POLICE ADMINISTRATION	170.10
160769	SNO CO PLAN & DEV	2023 SCT DUES	PLANNING & COMMUNITY	17,315.00
160770	SNO CO TREASURER	HOUSING AT SCJ	DETENTION & CORRECTION	68,927.57
160771	SNO CO TREASURER	RANGE RENTAL FEE	POLICE	1,870.00
160772	SNOHOMISH CO 911	MEMBER ASSESSMENTS	COMMUNICATION CENTER	93,046.58
160773	SOLID WASTE SYSTEMS	SERVICE CALL MODS. HOPPER FLOOR	SOLID WASTE OPERATIONS	1,853.24
160774	SOUND PUBLISHING	BID ADVERTISEMENT	SEWER CAPITAL PROJECTS	437.12
160775	SOUND SAFETY	RUGGED FLEX STRAIGHT JEAN	UTIL ADMIN	55.00
	SOUND SAFETY	UNIFORM - POTTS	SOLID WASTE OPERATIONS	99.61
	SOUND SAFETY	UTILITY JEANS	UTIL ADMIN	283.78

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 INVOICE LIST**

**FOR INVOICES FROM 2/1/2023 TO 2/1/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
160776	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICES	SOLID WASTE OPERATIONS	92.99
160777	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	5.46
	STAPLES		EXECUTIVE ADMIN	201.26
160778	STERICYCLE, INC.	PW SHREDDING SERVICES	UTIL ADMIN	9.66
	STERICYCLE, INC.	PW SHREDDING SERVICES	UTIL ADMIN	9.66
	STERICYCLE, INC.	SHREDDING	OFFICE OPERATIONS	20.00
	STERICYCLE, INC.		POLICE PATROL	22.00
	STERICYCLE, INC.		DETENTION & CORRECTION	30.43
160779	SUBURBAN PROPANE	PROPANE - JENNINGS PARK OFFICE	PARK & RECREATION FAC	1,991.33
160780	TOPCON SOLUTIONS	MAIN SUPPORT/ANNUAL RENEW	ENGR-GENL	17,492.16
160781	TRANSPO GROUP	GIS UPDATE/IMAP VIEWER	TRANSPORTATION	492.50
	TRANSPO GROUP	GIS UPDATE/IMAP VIEWER	TRANSPORTATION	850.00
	TRANSPO GROUP	GIS UPDATE/IMAP VIEWER	TRANSPORTATION	1,358.75
	TRANSPO GROUP	LAKEWOOD-ROADWAY NETWORK	TRANSPORTATION	1,621.25
	TRANSPO GROUP	ON-CALL SERVICES	GMA - STREET	3,002.50
	TRANSPO GROUP	SERVICE - 88TH ST NE/STATE AVE	GMA - STREET	12,432.50
160782	TULALIP CHAMBER	FEBRUARY BBH SHOWCASE TABLE	EXECUTIVE ADMIN	30.00
160783	ULINE	SUPPLIES	POLICE PATROL	71.82
	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	273.68
	ULINE	SUPPLIES	DETENTION & CORRECTION	964.51
160784	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	40.88
160785	UNITED RENTALS	TELESCOPIC RENTAL	ROADSIDE VEGETATION	1,167.85
160786	WATAI	DUES - WATAI-MCSHANE	POLICE INVESTIGATION	60.00
160787	WATKINS, MARIA	REFUND - WATKINS BIRTHDAY PARTY	PARKS-RECREATION	115.00
160788	WAYNE'S AUTO DETAIL	AUTO DETAIL, A007	EQUIPMENT RENTAL	273.20
160789	WHISTLE WORKWEAR	UNIFORM - ERICKSON	EQUIPMENT RENTAL	98.90
160790	WOODS, SAVANNA	PERFORMANCE AT OPERA HOUSE	OPERA HOUSE	1,600.00
160791	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.38
160792	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.03
160793	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	123.40
160794	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.04

**WARRANT TOTAL: 1,974,136.26**

**SEE NEXT PAGE FOR VOIDED CHECKS DUE TO PRINTER ERROR**

**TOTAL VOID AMOUNT 237,420.01**

**REASON FOR VOIDS:**

**Warrant Total: \$1,736,716.25**

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

911 SUPPLY INC.	VOID	160577	4,148.85
ALEXANDER PRINTING	VOID	160578	1,637.19
AMAZON	VOID	160579	15.41
ROBERT & JOANN ANDREWS	VOID	160580	84.88
ASSOCIATION OF WASHINGTON CITIES	VOID	160581	55,393.00
ASTOUND RADIATE HOLDING	VOID	160582	111.40
LYNN BAKER	VOID	160583	226.99
BILLING DOC SPECIALISTS	VOID	160584	4,531.36
CAPGROW HOLDINGS	VOID	160585	78.31
STEPHEN CARSON	VOID	160586	116.42
CNR INC.	VOID	160587	231.12
IAN DECHENNE	VOID	160588	299.06
EDGE ANALYTICAL INC	VOID	160589	23.00
FERGUSON	VOID	160590	368.81
FIRST AMERICAN TITLE	VOID	160591	3,307.50
BEN GAMBILL	VOID	160592	92.06
GRAINER INC	VOID	160593	228.77
RICHARD HAVERTY	VOID	160594	346.12
GLORIA HIRASHIMA	VOID	160595	17.04
INTERNATL ASSOC. OF CHIEFS OF POLICE	VOID	160596	455.00
LYNN PEAVEY COMPANYU	VOID	160597	19.34
KIMBERLY & DOUGLAS NICHOLS	VOID	160598	407.67
PHILLIPS QUALITY CARPENTRY LLC	VOID	160599	200.86
PHILLIPS QUALITY CARPENTRY LLC	VOID	160600	100.00
US POST MASTER	VOID	160601	3,000.00
PUD	VOID	160602	59,011.28
RAVE WIRELESS INC.	VOID	160603	14,413.46
REAL TRUST IRA ALTERNATIVE	VOID	160604	298.43
SAMSON RIAZ	VOID	160605	228.00
SAFEWAY	VOID	160606	39.91
SAFEWAY	VOID	160607	48.20
SNO CO CLERKS & FINANCE OFFICERS ASSC.	VOID	160608	120.00
SNO CO AUDITORS OFFICE	VOID	160609	81,181.67
WA STATE BAR ASSOC.	VOID	160610	942.20
WEST PAYMENT CENTER	VOID	160611	412.63
NORTHWEST FIBER, INC	VOID	160612	57.80
NORTHWEST FIBER, INC	VOID	160613	71.27
NORTHWEST FIBER, INC	VOID	160614	71.99
NORTHWEST FIBER, INC	VOID	160615	73.39
NORTHWEST FIBER, INC	VOID	160616	239.82
NORTHWEST FIBER, INC	VOID	160617	2,520.41
FASTSIGNS	VOID	160144	1,542.23
TARA MIZELL	VOID	160423	707.16



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Planning Manager Chris Holland, Community Development

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement (PA20060)

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the mayor to sign the Sather Farms Phase 1 Subdivision Temporary Turn Around/Emergency Access Easement Agreement.

**SUMMARY:** A Temporary Turn Around/Emergency Access was constructed at the terminus of 168th Place NE with the construction of the subdivision known as Sather Farms - Phase 1. Because the temporary turn around/emergency access was constructed on the adjacent property to the west, outside of the boundary of the Sather Farms - Phase 1 subdivision a separate stand alone access easement agreement is required to be recorded with the Snohomish County Auditor.

Staff is requesting City Council authorize the mayor to sign the Sather Farms Phase 1 Temporary Turn Around/Emergency Access Easement Agreement and have it recorded with the Snohomish County Auditor. Ultimately the temporary turn around/emergency access easement area will become future right-of-way with the extension of 168th Place NE, which will be constructed as part of the land use application currently under review with the Community Development Department, known as Sather Farms PRD (PA21035).

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**ATTACHMENTS:**

- [Tempoary Turn Around Easement-Sather Farms Phase 1-PA20060.pdf](#)
- [Sather Farms Phase 1 Plat Map-PA20060.pdf](#)

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**TEMPORARY TURN AROUND/EMERGENCY ACCESS EASEMENT  
AGREEMENT**

THIS TEMPORARY TURN AROUND/EMERGENCY ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the last signature date below, by, between, and amongst Sather B LLC, a Washington limited liability company, (the "Grantor"), Sather Farms, LLC, a Washington limited liability company ("Sather Farms") the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, (the "Grantee") and Coastal Community Bank(the "Mortgagee"):

**RECITALS**

WHEREAS, Grantor is the owner of a parcel of real property situated in the City of Marysville, County of Snohomish, State of Washington, the legal description of which is attached as **Exhibit A** (the "Grantor's Property"); and

WHEREAS, Sather Farms is the owner of a parcel of real property lying contiguous and/or adjacent to Grantor's Property, the legal description of which is attached hereto as **Exhibit B** ("Sather Farms Property"); and

WHEREAS, Sather Farms is in the process of developing the Sather Farms Property, and, as a condition of the development of the Sather Farms Property, needs to provide access to emergency vehicles to the Sather Farms Property, which is intended to be accomplished by this Agreement; and

WHEREAS, the emergency vehicle access contemplated above is intended to be located in-part on the Grantor's property; and

WHEREAS, Grantor, a limited liability company affiliated with Sather Farms, is willing to provide this temporary turnaround/emergency access easement to allow Sather Farms to meet the conditions described above in order to provide access to emergency vehicles to the Sather Farms Property.



## AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a non-exclusive easement over, under, through, across, in and upon that portion of the Grantor's Property described on **Exhibit C**, attached hereto, to operate, alter, improve, repair, and use for emergency vehicle access to the Sather Farm Property. The portion of the Grantor's Property described in **Exhibit C** will be referred to herein as the "Easement Area", a depiction of which is attached hereto as **Exhibit D**.
2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Grantor's Property and Sather Farms Property for the purpose, if necessary, of maintaining, repairing, altering, changing, patrolling, and operating the Easement Area. Nothing contained in this paragraph and/or Agreement shall be deemed to limit the Grantor's right to use and/or develop the Grantor's Property; provided, however, Grantor's rights and/or use will be subject to the conditions of Paragraph 7, below. Nothing contained in this Section shall be deemed to limit Sather Farms' responsibilities as described in Paragraph 5.
3. Future Dedication. The parties intend for the Easement Area, or a portion thereof (as approved by the Grantee), to be dedicated as right of way at some point in the future. This easement will automatically terminate upon dedication by the Grantor of the Easement Area (or a portion thereof) and written acceptance of the dedication by the Grantee.
4. Paving/Improvement of Easement Area. Sather Farms shall be responsible for paving the Easement Area in accordance with any applicable conditions of Sather Farms' development of its property or as otherwise required by the Grantee, in a manner and to a standard as required by the Grantee.
5. Maintenance. Sather Farms shall be responsible for maintaining and repairing the Easement Area at its sole cost and expense. In the event that Sather Farms fails to maintain or repair the Easement Area, the Grantor may do so and Sather Farms shall reimburse the Grantor for its expenses.
6. Party Responsibility. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
7. Grantor's Use of Easement Area. The Grantor and/or Sather Farms shall not use the Easement Area in any way that would impinge on the rights granted herein to the Grantee,

and will not erect any buildings, structures, patios, or other construction of any nature in the Easement Area.

8. Warranty. The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same, except for a mortgage in favor of Coastal Community Bank (which is a signatory/party to this Agreement), is free and clear of encumbrances; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.
9. Runs with the Land; Successors and Assigns. As is reflected above in Paragraph 3, the parties intend for the Easement Area, or at least a portion thereof, to be dedicated as right-of-way at some point in the future. Until that date and/or occurrence, this conveyance shall be a covenant running with the land and shall be binding on the Grantor, Sather Farms, and their heirs, successors, and assigns.
10. Governing Law; Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by either party to enforce the obligations contained herein, the prevailing party shall be entitled to recover reasonable attorney fees together with costs.
11. Severability. Any provision of this Agreement which proves to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.
12. No Waiver. Failure of any party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.
13. Subordination. Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.
14. General. This Agreement (including the attached exhibits): (i) represents the entire understanding the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to the subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, this instrument has been executed as of the last signature date below.

GRANTOR:  
SATHER B, LLC, a Washington limited liability company

Date: 1-4-2023

By: [Signature]  
Its: Manager

SATHER FARMS, LLC, a Washington limited liability company

Date: 1-4-2023

By: [Signature]  
Its: Manager

GRANTEE:  
CITY OF MARYSVILLE, a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MORTGAGEE:  
COASTAL BANK

By: [Signature]  
Its: SVP

**REPRESENTATIVE NOTARY (SATHER B LLC):**

STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SNOHOMISH     )

I certify that I know or have satisfactory evidence that Joel Hyllback is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the manager of Sather B, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 4 day of January 2023



Ella Ursula Spidell  
Ella Ursula Spidell  
 (Legibly print name of notary)  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Snohomish county  
 My commission expires 3-8-26

**REPRESENTATIVE NOTARY (SATHER FARMS LLC):**

STATE OF WASHINGTON )  
 )ss.  
 COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Darin Huseby  
 is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this  
 instrument, on oath stated that he/she/they was/were authorized to execute the instrument and  
 acknowledged it as the manager of Sather Farms to be  
 the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of January 2023



Beth Tuck  
Beth Tuck  
 (Legibly print name of notary)  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Snohomish  
 My commission expires July 10 2025

**REPRESENTATIVE NOTARY (CITY OF MARYSVILLE):**

STATE OF WASHINGTON )  
 )ss.  
 COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
 is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this  
 instrument, on oath stated that he/she/they was/were authorized to execute the instrument and  
 acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be  
 the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

REPRESENTATIVE NOTARY -- MORTGAGEE:

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Isaac Maldonado is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the SVP of Coastal Community Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 4 day of January 2023



Ella Ursula Spidell  
Ella Ursula Spidell  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish county  
My commission expires 3-8-26

## EXHIBIT A

All that portion of the South half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 5 East of the Willamette Meridian, lying East of the Great Northern Railway right of way as conveyed to Seattle & Montana Railway Company by deeds recorded under Auditor's File Numbers 5850 and 100846, records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington

EXHIBIT B

SATHER FARMS LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS  
OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THEREFROM THAT PORTION WITHIN THE PLAT OF LAKEWOOD MEADOW ACCORDING  
TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200110175002 RECORDS OF  
SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON



# EXHIBIT C

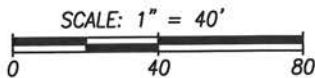
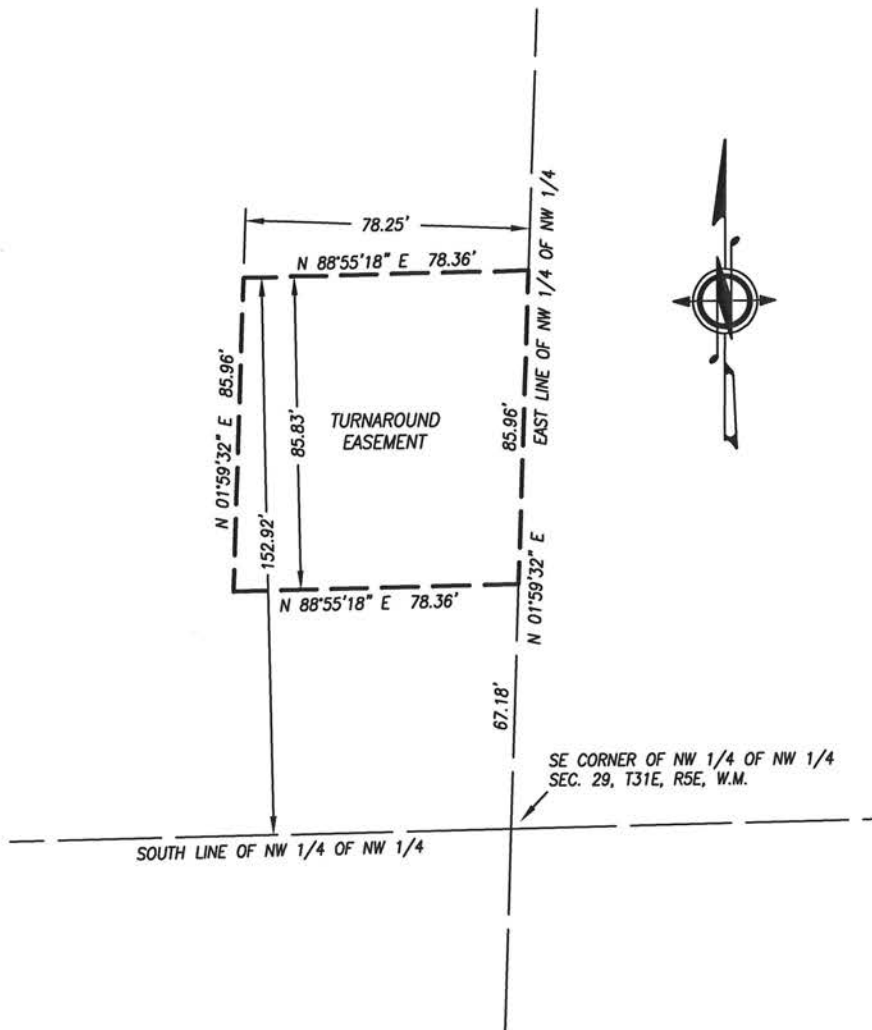
## TURNAROUND EASEMENT DESCRIPTION

THE NORTH 85.83 FEET OF THE SOUTH 152.92 FEET OF THE EAST 78.25 FEET OF THE  
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



# EXHIBIT D



A.F. NO. \_\_\_\_\_

**Pacific Coast Surveys, Inc.**

LAND SURVEYING & MAPPING

P.O. BOX 13619  
MILL CREEK, WA 98082  
PH. 425-512-7099 FAX 425-357-3577  
www.PCSurveys.net

EXHIBIT MAP FOR:

**HUSEBY HOMES**

NE 1/4, NW 1/4, SEC.29, T.31N., R.5E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
IGM	12.26.22	20197exb.dwg	1" = 40'	20-1917



### LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THEREFROM THAT PORTION WITHIN THE PLAT OF LAKEWOOD MEADOW ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200110175002 RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

### EQUIPMENT & PROCEDURES

**METHOD OF SURVEY:**  
SURVEY PERFORMED BY FIELD TRAVERSE AND REAL TIME KINEMATIC GPS POSITIONING UTILIZING THE HXGN SMARTNET NETWORK

**INSTRUMENTATION:**  
LEICA TS15 ROBOTIC ELECTRONIC TOTAL STATION  
LEICA VIVA GNSS G508 RECEIVER

**PRECISION:**  
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

**BASIS OF BEARING:**  
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, AS THE BEARING OF N 89°03'38" W, PER AFN 200701305006.

### FRONTAGE UTILITY EASEMENT

AN EASEMENT SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

### 30-FOOT UTILITY EASEMENT

THE UTILITY EASEMENT SHOWN ACROSS THE SOUTH 30 FEET OF LOTS 1 AND 5, SOUTH 10 FEET OF LOTS 2 THROUGH 4 AND NORTH 20 FEET OF TRACT 996 SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, STORM DRAINAGE, SANITARY SEWER AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

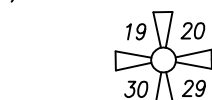
### PRIVATE STORM DRAINAGE EASEMENTS

PRIVATE STORM DRAINAGE EASEMENTS OVER, UNDER AND ACROSS THE BURDENED LOTS, AS SET FORTH IN THE FOLLOWING TABLES AND SHOWN ON SHEET 3, ARE HEREBY GRANTED AND CONVEYED TO THE OWNERS OF THE BENEFITED LOTS AS SHOWN ON THE FOLLOWING TABLE.

THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

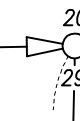
BURDENED LOTS	BENEFITED LOTS
2-5	1-5
7	6
12-13	11, 13-14

FOUND CASED CONC. MON.  
W/ 3-1/2" BRASS DISC & PUNCH  
DOWN 2.5'; VISITED 4-15-20



N 89°03'38" E (R1) 2644.69' (BASIS OF BEARING)

FOUND CASED CONC. MON.  
W/ 3-1/2" BRASS DISC & PUNCH  
DOWN 2.5'; VISITED 4-15-20



N 02°44'48" E 2670.13' (R1)

CALCULATED PER R1  
NOT VISITED



31052900201300

31052900201401

FOUND REBAR W/CAP  
STAMPED "METRON 28067"  
0.1'(E) OF CORNER

FOUND REBAR W/CAP  
STAMPED "METRON 28067"  
0.4'(N) & 0.1'(E) OF CORNER

**SUBJECT PROPERTY**  
212,143 SF

CRYSTAL TREE VILLAGE  
MOBILE HOME PARK

FOUND REBAR W/CAP  
STAMPED "METRON 28067"  
0.9'(S) & 0.7'(E) OF CORNER  
UP 0.8' IN DITCH

FOUND REBAR W/CAP  
STAMPED "METRON 28067"  
0.4'(N) & 0.3'(E)  
OF CORNER

FOUND CASED CONC. MON.  
W/ 2-1/2" BRASS DISC & PUNCH  
DOWN 0.5'; VISITED 4-15-20

169TH ST. N.E.

N 89°03'29" E 667.06'

N 01°13'48" E 336.07'

N 01°13'48" E 336.07'

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N 01°13'48" E 336.07'

N 01°13'48" E 336.07'

N 01°13'48" E 336.07'

N 01°13'48" E 336.07'

N 01°13'59" E 2653.53'



CALCULATED PER R1  
NOT VISITED

N 88°47'12" E 2653.60'



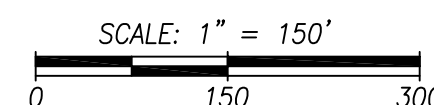
N 01°13'59" E 2764.67'

CALCULATED PER R1  
NOT VISITED



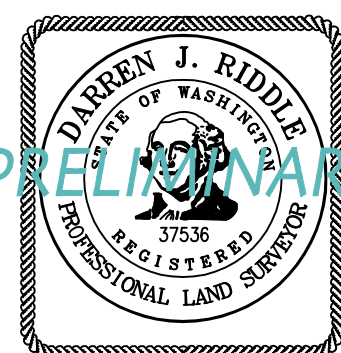
### SURVEY REFERENCES

- RECORD OF SURVEY - AFN 200701305006
- RECORD OF SURVEY - AFN 200509075003
- PLAT OF LAKEWOOD MEADOW - AFN 200110175002



A.F. NO. \_\_\_\_\_

SHEET  
2 of 3



**Pacific Coast Surveys, Inc.**

LAND SURVEYING & MAPPING

P.O. BOX 13619  
MILL CREEK, WA 98082

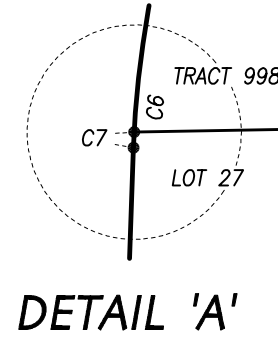
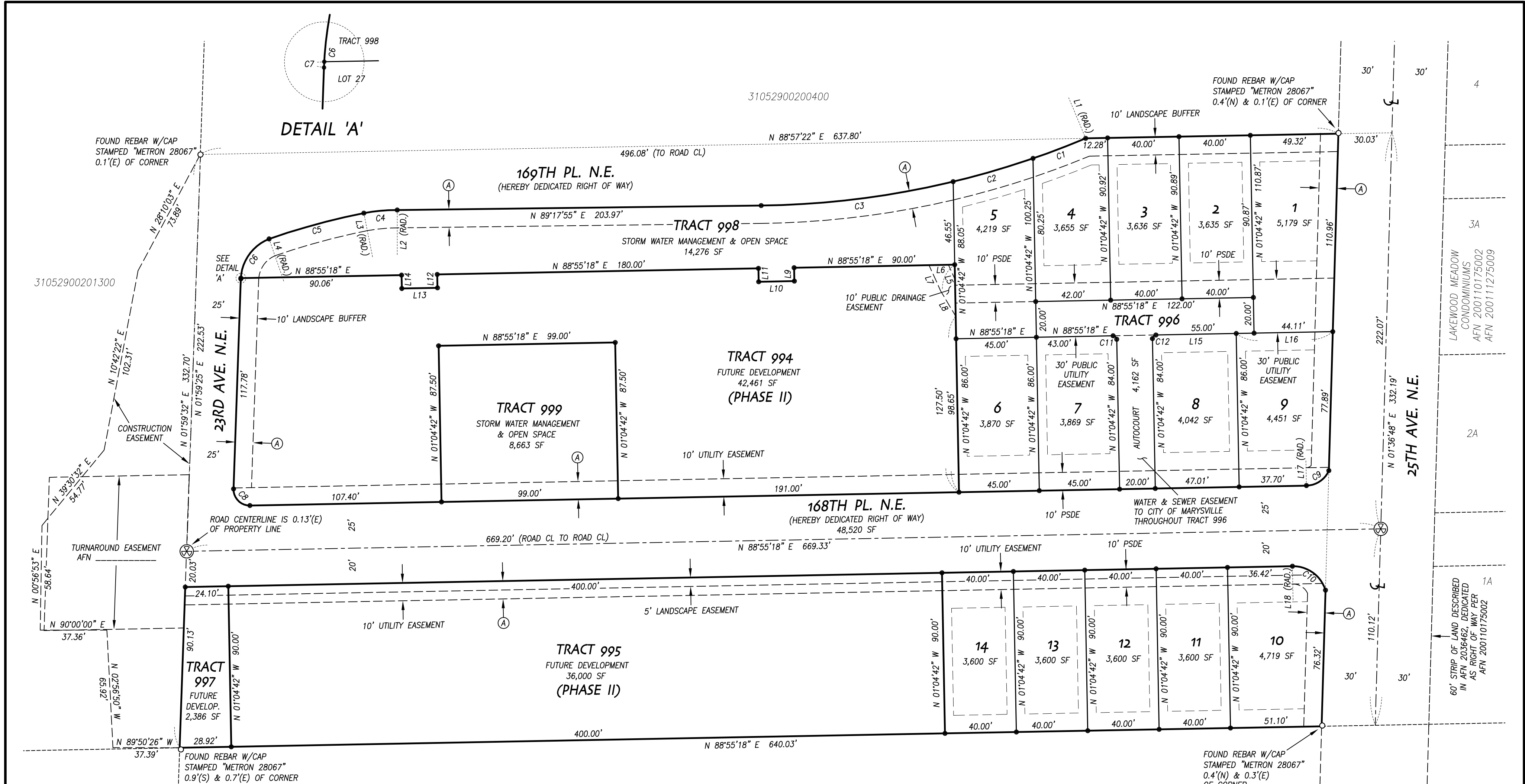
PH. 425.512.7099 FAX 425.357.3577  
www.PCSurveys.net

**SATHER FARMS - PHASE I**

FILE NO. PA20-060

CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA  
NE 1/4 NW 1/4, SEC.29, T.31N., R.5E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
IGM	1.09.23	201917fpmPH1.dwg	1"=150'	20-1917



**SETBACK & DIMENSIONAL REQUIREMENTS**

SETBACKS MEASURED FROM PROPERTY LINE	
FRONT STREET SETBACK	10 FEET
PORCH SETBACK	7 FEET
DRIVEWAY LENGTH	20 FEET
SIDE YARD SETBACK	5 FEET
SIDE YARD SETBACK ADJACENT TO STREET	10 FEET
REAR YARD SETBACK	10 FEET
MAXIMUM IMPERVIOUS COVERAGE	70%

**LINE TABLE**

LINE	LENGTH	BEARING
L1	RADIAL	N 22°42'20" W
L2	RADIAL	N 00°01'49" W
L3	RADIAL	N 11°15'14" W
L4	RADIAL	N 19°10'42" W
L5	8.89	N 24°18'35" W
L6	10.88	N 88°55'18" E
L7	15.90	N 24°18'35" W
L8	16.39	N 30°45'49" W
L9	7.50	N 01°04'42" W
L10	20.00	N 88°55'18" E
L11	7.50	N 01°04'42" W
L12	7.50	N 01°04'42" W
L13	20.00	N 88°55'18" E
L14	7.50	N 01°04'42" W
L15	45.01	N 88°55'18" E
L16	54.10	N 88°55'18" E
L17	RADIAL	N 01°05'29" W
L18	RADIAL	N 01°04'10" W

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA ANGLE
C1	31.58	486.50	3°43'10"
C2	46.64	486.50	5°29'34"
C3	108.62	486.50	12°47'31"
C4	18.80	100.97	10°39'59"
C5	55.08	398.27	7°55'28"
C6	28.60	25.00	65°33'01"
C7	0.41	25.00	0°55'48"
C8	14.62	9.00	93°04'07"
C9	16.01	14.01	65°29'43"
C10	24.54	19.00	74°00'07"
C11	3.14	2.00	90°00'00"
C12	3.14	2.00	90°00'00"

**EQUIPMENT & PROCEDURES**

**METHOD OF SURVEY:**  
SURVEY PERFORMED BY FIELD TRAVERSE AND REAL TIME KINEMATIC GPS POSITIONING UTILIZING THE HxGN SMARTNET NETWORK

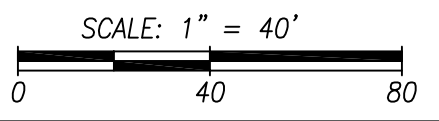
**INSTRUMENTATION:**  
LEICA TS15 ROBOTIC ELECTRONIC TOTAL STATION  
LEICA VIVA GNSS GS08 RECEIVER

**PRECISION:**  
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

**BASIS OF BEARING:**  
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, AS THE BEARING OF N 89°03'38" W, PER AFN 200701305006.

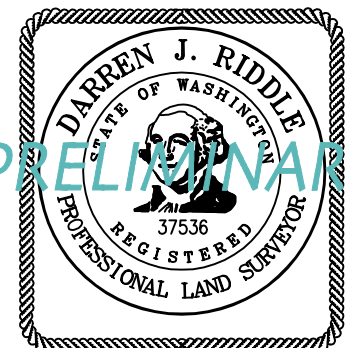
**LEGEND**

- SET 1/2" X 24" REBAR & CAP STAMPED "L.S. 37536"
- FOUND REBAR & CAP AS NOTED
- ⊗ SET CASED CONC. MON. STAMPED "PCS - 37536"
- ⊕ RIGHT OF WAY CENTERLINE
- ⊖ RIGHT OF WAY CENTERLINE
- ⓐ 10' UTILITY EASEMENTS  
AFN 202112010378 & 202112290584
- ⓑ PRIVATE STORM DRAINAGE EASEMENT
- BOUNDARY LINE
- LOT LINE
- RIGHT OF WAY CENTERLINE
- RIGHT OF WAY
- UTILITY EASEMENT
- BUILDING SETBACK LINE



A.F. NO. \_\_\_\_\_

SHEET  
3 of 3



**Pacific Coast Surveys, Inc.**  
LAND SURVEYING & MAPPING  
P.O. BOX 13619  
MILL CREEK, WA 98082  
PH. 425.512.7099 FAX 425.357.3577  
www.PCSurveys.net

**SATHER FARMS - PHASE I**  
FILE NO. PA20-060  
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA  
NE 1/4 NW 1/4, SEC.29, T.31N., R.5E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
IGM	1.09.23	201917fpmPH1.dwg	1"=40'	20-1917



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Professional Services Agreement with Snohomish County for Marysville Visitor Analytics

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize Mayor Nehring to execute the 2023 professional services agreement with Snohomish County for Marysville visitor analytics.

**SUMMARY:** Through an agreement with Snohomish County, the City is now able to receive targeted visitor demographic information from the county's subcontractor, Datafy. This program began last year and Marysville's participation was paid by lodging tax funds from both the county and the city. Because the city-specific information was not available until the second half of the year, Snohomish County has offered to fully fund the city's participation for 2023 so that we can access a full year of statistical visitor details to track seasonal trends and help inform future marketing plans.

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**ATTACHMENTS:**  
[2023 Professional Services Agreement - Visitor Analytics.pdf](#)

CONSULTANT: City of Marysville  
CONTACT PERSON: Connie Mennie  
ADDRESS: 501 Delta Ave.  
Marysville, WA 98270  
FEDERAL TAX ID NUMBER/  
U.B.I. NUMBER: 91-6001459  
TELEPHONE NUMBER: 360-363-8086  
COUNTY DEPT.: Executive Office  
DEPT. CONTACT PERSON: Trudy Soriano  
Fiscal Analyst  
TELEPHONE NUMBER: (425) 388-6603  
PROJECT: Marysville Visitor Analytics  
AMOUNT: \$7,500.00  
FUND SOURCE: 116.501094105205  
CONTRACT DURATION: January 1, 2023, through December 31,  
2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a nonprofit organization (the "Contractor").

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel

tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Committee evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 22-509, passed on December 14, 2022, the County Council authorized 2023 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing the City of Marysville in the amount up to \$7,500.00 for eligible expenses of Contractor’s 2023 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement. Schedule C is the Contractor’s Project application; it is attached hereto and by this reference made part of this Agreement.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2023. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2023. The County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.



b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$7,500.00.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano  
Title: Tourism Promotion Area Coordinator  
Department: Executive Office  
Telephone: (425) 388-6603  
Email: [Trudy.Soriano@snoco.org](mailto:Trudy.Soriano@snoco.org)

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the Contractor shall indemnify and hold harmless the County its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Project hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 10, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

11. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

14. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

15. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

16. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

19. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the reimbursable

expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 19, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

20. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                     Snohomish County Executive Office  
3000 Rockefeller Avenue  
Everett, WA 98201  
Attention:     Trudy Soriano  
  Tourism Promotion Area Coordinator

If to the Contractor:                 City of Marysville  
1049 State Avenue  
Marysville, WA 98270  
Attention: Connie Mennie

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

21. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

22. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy

the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

23. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

25. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

26. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

27. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

28. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

29. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the

case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

30. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

CITY OF MARYSVILLE:

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



Schedule A  
Scope

CONTRACTOR: The City of Marysville  
PROJECT: Marysville Visitor Analytics

The Contractor will: (a) secure contract and remit payment to Datafy through the Snohomish County Data Co-op program (b) submit a reimbursement request to the County, along with applicable proof of qualifying expenses at the completion of the event;

- The Contractor shall work with the County contact set forth in Section 6 of the Agreement to ensure that any published materials prepared with financial assistance from County funds are consistent with the County's graphics standards as set forth in more detail in paragraph 1 below.
  - Any publications produced as a result of this Project shall prominently feature the following credit: MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.
  - The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results.
  - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor's approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County's reimbursing the Contractor for services provided under this Agreement.
1. The County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the County has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the County contact set forth in Section 6 of the Agreement, with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County's contact for review and approval prior to printing the production run.
  2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish County. For written materials, this goal may be accomplished by mailing written materials out of the county. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B  
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.
  
2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$29.95 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: one (1) copy of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2023. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2023, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
2023 Datafy Co-op Membership	\$7,500.00	\$3,000.00	
<b>Total</b>	<b>\$7,500.00</b>	<b>\$3,000.00</b>	

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 6 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.
  
2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation

amount.

3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.

Schedule C  
Contractor's Project Application

# Snohomish County 2023 Hotel-Motel Small Fund Grant Application DATA CO-OP EXTENSION FORM

## PROJECT SPONSOR INFORMATION

Project Title: Marysville Visitor Analytics

Date Datafy Dashboard Launched in 2022: June 2022

Request: \$ 7,500 Match: \$ 3,000 Total Project Budget: \$ 10,500

Check all service categories that apply to this application, per RCW 67.28.1816:

- Tourism Promotion/Marketing
- Operation of a Special Event/Festival designed to attract tourists
- Operation of a Tourism Promotion Agency
- Operation of a Tourism-Related Facility owned or operated by a nonprofit organization
- Operation and/or Capital Costs of a Tourism-Related Facility owned by a municipality

Project Rank (If sponsor is submitting more than one project): \_\_\_\_\_

Project Sponsor / Contract Authority: City of Marysville

Address: 1049 State Ave.

City: Marysville State: WA Zip: 98270

Contact Person: Connie Mennie, Communications Manager

Phone: 360-363-8086 Email: cmennie@marysvillewa.gov

Sponsor is a: Non-Profit: EIN # \_\_\_\_\_  
Public agency: Tax ID # 91-6001459

Has your organization previously received a Lodging Tax Grant from Snohomish County? Yes    No   

If yes, what year(s) did your organization receive funding:

YEAR:	AWARDED AMOUNT:	PROJECT TITLE:
2022	\$2,500	visitor Analytics and targeted marketing

Continues onto next page.

Please provide a summary of how you have used your dashboard throughout 2022 (150-300 words):

The first chance to use the dashboard that became available to us in June was to obtain and study visitor information around the Marysville Strawberry Festival, our city's biggest annual event.

We learned from the dashboard that in June 2022, for example, people who visited Marysville and stayed overnight most often stayed 5+ days. Most out-of-state travelers came from California, followed by Oregon, Arizona, Idaho and Texas.

Drilling down further into the demographics will help better inform our tourism marketing plan for 2023.

Please provide a summary of how you plan to use the dashboard in 2023, and beyond (150-300 words):

Like many public jurisdictions, we have a limited marketing budget and want to use those tax dollars in the most fiscally responsible way. Visitor demographics obtained through the dashboard will help us develop a more strategic marketing plan focused on desired target audiences.

Extending this funding through 2023 will allow us to have at least a full year of statistical details to track seasonal trends and help inform future planning.

Please provide a description of the 25% matching funds:

In-kind match is estimated using labor costs for Communications Manager and Communications Specialist to analyze visitor demographics and develop targeted marketing content.

Communications Manager  
2 hrs/month @ \$55/hr. = \$1,320  
Communications Specialist  
4 hrs/month @ \$35/hr. = \$1,680



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Administrative Services Supervisor Shelli Edwards, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Local Agency Federal Aid Project Prospectus and Local Agency Agreement (LAA) Supplement with WSDOT for the 88th ST NE Corridor Improvement Project – Phase 1

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute Local Agency Agreement No. LA10348 Supplement No. 1 with WSDOT and associated Local Agency Federal Aid Project Prospectus thereby securing right-of-way funds for the 88th St NE Corridor Improvements Project – Phase 1.

**SUMMARY:**

On May 23, 2022, Council authorized Local Agency Agreement No. LA10348 and associated Project Prospectus with WSDOT, for FHWA surface transportation program (STP) funds in the amount of \$1,798,000 for right-of-way (ROW) acquisition necessary for completion of the 88th ST NE Corridor project. The corridor is 1.5 miles and extends from east of State Avenue to 67th Avenue.

Due to the size of the project, ROW acquisition will be accomplished in two (2) phases to correspond with the two (2) phases of construction planned. Phase 1 is proposed from State Avenue to 55th Ave NE. Phase 2 is proposed from 55th Ave NE to 67th Ave NE. Accordingly, the LAA and Prospectus authorized by Council in May have been amended for Phase 1 only. The subsequent Phase 2 LAA and Prospectus will be brought to Council for consideration at a later date.

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**ATTACHMENTS:**

LAA\_SUPP 1\_PHASE 1\_88th ROW\_12-05-22.pdf

PROSPECTUS\_PHASE 1\_11-15-22.pdf





Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. <b>20.205</b> - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name Length

Termini

**Description of Work** No Change

Reason for Supplement

Are you claiming indirect cost rate?  Yes  No Project Agreement End Date  
Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency					
	b. Other					
Federal Aid Participation Ratio for PE	c. Other					
	d. State Services					
	e. Total PE Cost Estimate (a+b+c+d)					
Right of Way %	f. Agency					
	g. Other Acquisition - Non Participating					
Federal Aid Participation Ratio for RW	h. Other					
	i. Consultant					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction %	k. Contract					
	l. Other					
	m. Other					
Federal Aid Participation Ratio for CN	n. Other					
	o. Agency					
	p. State Services					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
	r. Total Project Cost Estimate (e+j+q)					

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

**Washington State Department of Transportation**

By  
Title  
Agency Date

By  
Director, Local Program  
Date Executed

Agency		Supplement Number
Federal Aid Project Number	Agreement Number	CFDA No. <b>20.205</b> - Highway Planning and Construction

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

**VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

**IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

**VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

**XVII. Assurances**

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
  - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



**Local Agency Federal Aid  
Project Prospectus**

	Prefix	Route	( )	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		( WSDOT Use Only )		Federal Employer Tax ID Number	

Agency		CA Agency Yes No		Federal Program Title 20.205 Other	
Project Title			Start Latitude N		Start Longitude W
			End Latitude N		End Longitude W
Project Termini From-To			Nearest City Name		Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.					
Total					

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width	Number of Lanes

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Local Agency Contact Person		Title		Phone	
Mailing Address			City	State	Zip Code
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency	Project Title	Date
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Type of Proposed Work			Roadway Width	Number of Lanes
Project Type (Check all that Apply)				
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
<b>Federal Functional Classification</b>	Urban	Principal Arterial		Urban	Principal Arterial	
		Minor Arterial			Minor Arterial	
	Rural	Collector		Rural	Collector	
		Major Collector			Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others	Agency
	%	%
Construction Will Be Performed By	Contract	Agency
	%	%

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)
Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations
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Agency	Project Title	Date
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<b>Right of Way</b>		
No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	No Relocation	Relocation Required

<b>Utilities</b>	<b>Railroad</b>
No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement Is any airport located within 3.2 kilometers (2 miles) of the proposed project?    Yes    No
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Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date \_\_\_\_\_ Agency  
 By \_\_\_\_\_ Mayor/Chairperson



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Administrative Services Supervisor Shelli Edwards, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 2 to the Professional Services Agreement with Gray and Osborne, Inc. for Design of the Armar Road Retrofit Project in the amount of \$92,050, for a total contract amount of \$135,191 and to extend the contract terms through December 31, 2023.

**SUMMARY:**

The Armar Road Retrofit Project provides for improved water quality in Allen Creek through design of bioretention facilities and treatment of total suspended solids at Armar Road.

Gray and Osborne Inc. was contracted to provide 30% design services for this project. The original scope of work included utility data acquisition, geotechnical investigation and report, design report with alternative design selection, project management, and quality assurance and control. This contract was later supplemented to provide survey services along Armar Road, which was deemed necessary for future design phases of this project.

The attached supplement will provide additional design services to complete 90 percent plans, specifications, and cost estimate. The scope of services included with the supplement demonstrates a clear and concise approach to complete the 90 percent design elements of this project and the negotiated fee of \$92,050.00 is deemed fair and consistent with industry standards. The agreement terms are also extended through December 31, 2023.

The design is funded in part by a \$75,134.67 grant from the Washington State Department of Ecology.

Agreement Summary:

Original Agreement	\$ 28,681
Supplement No. 1	\$ 14,460
<u>Supplement No. 2</u>	<u>\$ 92,050</u>
Total	\$135,191

DOE Grant: \$75,134.67  
Total Cost to the City: \$60,056.33

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**ATTACHMENTS:**

[Gray and Osborne Supplement No 2\\_Armar Rd.pdf](#)



**SUPPLEMENTAL AGREEMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND GRAY AND OSBORNE, INC.**

**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 Gray and Osborne, Inc., a corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Armar Road Retrofit Design (the “Original Agreement”), said Original Agreement being dated August 24th, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for design services 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. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-2, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31st, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$92,050.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$92,050.00 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	\$28,681.00
Supplemental Agreement No.1	\$14,460.00
Supplemental Agreement No.2	\$92,050.00
Grand Total	\$135,191.00

4. Each and every provision of the Original Agreement for Professional Services dated August 24th, 2021, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Gray and Osborne, Inc.

By \_\_\_\_\_  
[Name]  
Its: [Title]

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **EXHIBIT A-2**

### **SCOPE OF WORK**

#### **CITY OF MARYSVILLE ARMAR ROAD RETROFIT DESIGN – AMENDMENT 2**

##### **PROJECT UNDERSTANDING**

The City of Marysville received funding from the Washington State Department of Ecology to evaluate and design flow control and water quality treatment facilities along Armar Road, starting at the intersection of 47<sup>th</sup> Avenue NE and extending north approximately 2,200 feet. The original Scope of our Contract included predesign efforts, including providing a Geotechnical Investigation and preparing a Design Report which discussed alternatives to address stormwater for this region. The City has since selected Alternative C2, which includes the design and installation of infiltration trenches, preceded by Filterra treatment units.

Based upon this selection, the following Amendment provides a Scope and Fee to provide engineering and related services for the Project which will include the 90 Percent Design of only the selected infiltration alternative. This Scope will not incorporate the design of the future road section as shown in the City's Downtown Master Plan. It is assumed that construction of the proposed infiltration facilities will either occur prior to revising the current road cross section, or will be included as part of the larger Road Project Design, possibly in 2027. Our services will include utility coordination, 90 Percent Plans, Specifications, and Cost Estimate (PS&E) Documents, as well as QA/QC meetings. Right-of-way acquisition services are not included in this Scope of Work, however this Scope does include purchasing Title Reports, to further define the right-of-way area. The following provides the Scope in greater detail.

##### **DESIGN**

###### **Task 1 – Project Management and Oversight**

Objective: Provide overall Project management and oversight of the Project work to include the following.

- A. Ensure appropriate staffing resources are dedicated to the Project.
- B. Manage and control Project budget and overall Project schedule.
- C. Provide monthly Progress Reports and invoices.

## **Task 2 – Utility Coordination**

Objective: To gain an understanding of the existing facilities that are located along each corridor. We understand that utility providers may include the City, Snohomish County PUD, Puget Sound Energy, Ziply Fiber, and Comcast. This task includes direct coordination with the various utility companies to understand their facilities and identify any potential conflicts with the new improvements.

- A. Request available Utility Record Drawings, As-builts, Mapping, etc., of sufficient detail, to understand the type, size, and extent of utilities in the area.
- B. Contact utilities when it is determined that a utility conflict may impact the Project. Allow the utility Provider adequate time to pothole their facilities and, as needed, relocate their facilities to allow the Project to be constructed.

## **Task 3 – Plans, Specifications, and Cost Estimates**

Objective: Prepare 60 Percent Plans and 90 Percent Plans, Specifications, and Cost Estimates for review by the City. Specifications and Cost Estimates of the Projects representing 60 Percent Design and 90 Percent Design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format. 90 Percent Design Plans will be submitted to Ecology for their review after the City's review of the documents is completed, and all comments have been addressed. This Task also involves right-of-way research, which may necessitate ordering Title Reports to define the right-of-way line in the project area.

### Subtask 3.a – 60 Percent Design

- A. Research the Armar Road right-of-way boundaries to present on the planset. This Scope assumes purchasing Title Reports for up to 20 properties, to confirm right-of-way and property lines.
- B. Prepare 60 Percent Plans in a City-approved format to include Title Sheet, Legend, Location Map and Vicinity Map, Plan and Profile Sheets, special notes, special details, etc.

- C. Prepare Technical Specifications in WSDOT format, referencing the current version of the *Standard Specifications for Road, Bridge, and Municipal Construction*. The Specifications will incorporate City-provided Information for Bidders, Bid Proposal, and Contract documents.
- D. Prepare quantity take-offs and a preliminary Construction Cost Estimate.
- E. As needed, the 60 Percent Plans will be sent to the various utility companies, so that any utility conflicts can be addressed.

Subtask 3.b – 90 Percent Design

- A. Incorporate all relevant comments from the 60 Percent Design review.
- B. Prepare 90 Percent Plans.
- C. Update Technical Specifications.
- D. Update quantities and prepare an updated Construction Cost Estimate.
- E. The PS&E package will be sent to Ecology for their compliance review.

**Task 4 – Quality Assurance/Quality Control**

Objective: Provide overall quality assurance and quality control over all Design products.

- A. Conduct two in-house quality assurance/quality control (QA/QC) meetings at the design levels noted in Task 3. These meetings will include senior staff, selected design team members, and City staff (as desired).
- B. Ensure incorporation of relevant recommendations and suggestions into the bid/construction documents resulting from QA/QC reviews.

**BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work is set forth in the attached Exhibit A-2. This amount will not be exceeded without prior written authorization of the City.

## **DELIVERABLES**

At the conclusion of the Design effort and during the course of the Project, as applicable, the Engineer will provide/deliver to the City the following documents.

1. 60 Percent Plans and 90 Percent Plans, Specifications, and Cost Estimates (pdf format).

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This Scope of Work and the resulting maximum amount payable, are based on the following assumptions as required for the development of the project. (See item assumptions noted in the aforementioned tasks.) Changes in these assumptions and responsibilities may cause a change in Scope of the services being offered, and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.
2. This Scope of Work assumes that the City will provide Gray & Osborne with relevant capacity requirements and Record Drawings of existing utility infrastructure along the project alignment, as may be available, and/or pertinent to the project.
3. The City will provide all permitting-related services as necessary.
4. It is presumed that the infiltration facilities will be designed either within the current right-of-way, or planned future right-of-way, and that no right-of-way will be purchased as part of this project. If, after reviewing right-of-way against the future Road Plan, it is deemed necessary to install infiltration facilities outside of the right-of-way, a right-of-way Consultant will need to be included as an Amendment, or as part of a future Contract.

**EXHIBIT A-2 (Continued)**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Marysville - Armar Road Retrofit Project - Amendment 2*

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Civil Engineer Hours</b>	<b>AutoCAD/ GIS Technician/ Engineer Intern Hours</b>
1 Project Management and Oversight	24	8		
2 Utility Coordination		4	8	
3 Plans, Specifications, and Cost Estimates				
A. 60 Percent Design	16	54	80	40
B. 90 Percent Design	16	40	60	
4 Quality Assurance/Quality Control	16	10	10	
Hour Estimate:	72	116	158	40
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$115 to \$155	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$235	\$230	\$155	\$165
Fully Burdened Labor Cost:	\$16,920	\$26,680	\$24,490	\$6,600

Total Fully Burdened Labor Cost:	\$ 74,690
Direct Non-Salary Cost:	
Mileage and Expenses (Mileage @ current IRS rate)	\$ 360
Title Reports (Within Task 3A):	
Estimated 20 Title Reports to Obtain @ \$850/each	\$ 17,000
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 92,050</b>

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** Administrative Services Supervisor Shelli Edwards, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplemental Agreement No. 4 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute Supplemental Agreement No. 4 to the Professional Services Agreement with HDR, Inc. for the 88th ST NE Corridor Project in the amount of \$197,391.33, for a total contract amount of \$2,196,436.53, and to extend the contract terms through December 31, 2024.

**SUMMARY:**

HDR Engineering, Inc. was contracted to provide a complete 30% design to widen and improve the 88th ST NE corridor between State Ave and 67th Ave. This agreement was supplemented to advance design to 60%, and to develop right-of-way plans and estimate for property acquisition. This work has been completed, and an additional supplement is required to provide right-of-way (ROW) support and coordination services necessary to acquire property. This supplement amends the contract amount by an additional \$197,391.33 and extends the terms through December 31, 2024.

---

**ATTACHMENTS:**  
[HDR Supp4\\_88th\\_ROW support\\_02-23-23.pdf](#)





<b>Supplemental Agreement Number #4</b>		Organization and Address 929 108th Ave. NE, Suite 1300 Bellevue, WA 982005	
Original Agreement Number		Phone: (425)450-6200	
Project Number R1101	Execution Date	Completion Date 12/31/2024	
Project Title 88th ST NE Corridor Improvement Project	New Maximum Amount Payable \$2,196,436.53		
Description of Work  Right-of-Way Support and Coordination Services.			

The Local Agency of Marysville, WA  
desires to supplement the agreement entered in to with HDR Engineering, Inc.  
and executed on 05/18/2018 and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
See attached scope exhibit A-1.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of completion is extended to 12/31/2024.

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

Exhibit A

Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Supplement #4	Total
Direct Salary Cost	\$ 217,199.55	\$ 270,670.51	\$ -	\$ -	\$ 12,713.08	\$ 500,583.14
Overhead (Including Payroll Additives)	\$ 340,634.05	\$ 422,218.92	\$ -	\$ -	\$ 19,706.54	\$ 782,559.51
Direct Non-Salary Costs	\$ 376,172.18	\$ 225,789.00	\$ -	\$ -	\$ 161,157.79	\$ 763,118.97
Fixed Fee	\$ 65,159.85	\$ 81,201.14	\$ -	\$ -	\$ 3,813.92	\$ 150,174.91
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 197,391.33	\$ 2,196,436.53

**FEE ESTIMATE**

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants
1	Project Management & Administration	\$45,679.47	\$913.59	\$50.00	\$0.00
2	Client Communications & Coordination	\$25,915.44	\$518.31	\$25.00	\$0.00
3	Quality Assurance / Quality Control	\$12,358.72	\$247.17	\$0.00	\$0.00
4	Data Collection / Review Information	\$0.00	\$0.00	\$0.00	\$0.00
5	Survey & Mapping	\$41,838.64	\$836.77	\$70.00	\$232,066.00
6	Geotechnical Engineering	\$0.00	\$0.00	\$0.00	\$0.00
7	Watermain & Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00
8	Traffic Analysis	\$0.00	\$0.00	\$0.00	\$0.00
9	Preliminary Design	\$0.00	\$0.00	\$0.00	\$0.00
10	Design Report	\$0.00	\$0.00	\$0.00	\$0.00
11	30% Design	\$0.00	\$0.00	\$0.00	\$0.00
12	Value Engineering Study	\$0.00	\$0.00	\$0.00	\$0.00
13	Environmental Documentation & Permitting	\$0.00	\$0.00	\$0.00	\$0.00
14	60% Design	\$7,377.24	\$147.54	\$475.00	\$0.00
15	Final Design Packages - Segment Design	\$0.00	\$0.00	\$0.00	\$0.00
16	Constructability Analysis & Mock Bid	\$0.00	\$0.00	\$0.00	\$0.00
17	Real Estate Services	\$9,967.68	\$199.35	\$0.00	\$0.00
18	Funding Support	\$0.00	\$0.00	\$0.00	\$0.00
19	Bidding Phase Assistance	\$0.00	\$0.00	\$0.00	\$0.00
20	Public Involvement	\$0.00	\$0.00	\$0.00	\$0.00
		<b>\$143,137.19</b>	<b>\$2,862.73</b>	<b>\$620.00</b>	<b>\$232,066.00</b>

Total For Proposal	Proposed Budget Reallocation (portion of remaining unused fee to cover Supplement 4)	Total Revised Proposal
\$46,643.06	\$32,768.70	\$13,874.36
\$26,458.75	\$15,423.08	\$11,035.67
\$12,605.89	\$12,358.72	\$247.17
\$0.00		\$0.00
\$274,811.41	\$113,366.85	\$161,444.56
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$7,999.78	\$7,377.24	\$622.54
\$0.00		\$0.00
\$0.00		\$0.00
\$10,167.03	\$0.00	\$10,167.03
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
<b>\$378,685.92</b>	<b>\$181,294.59</b>	<b>\$197,391.33</b>

# EXHIBIT A-1

## 88<sup>th</sup> Street NE Corridor Improvement Project

(State Avenue to 67<sup>th</sup> Avenue NE)

### SUPPLEMENTAL AGREEMENT NO. 4

#### Scope of Services for Right-of-Way Support & Coordination Services

February 2023

City of Marysville

Prepared by:



HDR  
2707 Colby Avenue, Suite 715  
Everett, WA 98201

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# INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88<sup>th</sup> Street Corridor Improvement Project (State Avenue to 67<sup>th</sup> Avenue NE) (PROJECT)**.

This Supplemental Agreement No. 4 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Provide professional engineering and real estate coordination services in support of the acquisition of necessary rights-of-way and easements being performed by the CITY and its Right-of-Way Consultant. Limits of these coordination and support efforts are restricted to Segment 1 of the Project, defined as State Avenue to 55<sup>th</sup> Avenue NE.
- Prepare necessary legal descriptions and legal exhibits.
- Prepare updates to Right-of-Way Plans and Details.
- Provide design engineering input to right-of-way negotiations, when requested.

## Background and Project Description

The City of Marysville first identified 88<sup>th</sup> Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67<sup>th</sup> Avenue NE.

88<sup>th</sup> Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot-high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51<sup>st</sup> Avenue NE, and 57<sup>th</sup> Avenue NE (eastbound) and near 57<sup>th</sup> Avenue NE, 61<sup>st</sup> Avenue NE, and 67<sup>th</sup> Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51<sup>st</sup> Avenue NE, 55<sup>th</sup> Avenue NE and 67<sup>th</sup> Avenue NE.

The intent of this project is to reconstruct this segment of 88<sup>th</sup> Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The

existing box culvert at Allen Creek and pipe crossing at the Unnamed Tributary will be replaced with larger fish-passable structures and reconstructed roadway embankment with retaining walls. Additional traffic operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired, and utility facilities will be relocated.

The Original Agreement and Supplemental Agreement Nos. 1, 2 and 3 authorized design efforts to the 60% Design Level. This Supplemental Agreement No. 4 will authorize Right-of-Way Support and Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor.

### Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing currently has determined that construction of the corridor will be completed in multiple packages (segments). The Consultant Agreement, including Supplemental Agreement Nos. 1, 2 and 3, outlines and provides for the authorization of consultant services through the preparation of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

The overall scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition support services, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

Data collection, preliminary design, environmental permitting, 30% Design, and 60% Design have been accomplished for the entire corridor. **This supplemental scope of work will authorize Real Estate Support & Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor.**

The time of performance for this supplemental scope and budget estimate authorization is until December 2024.

### Major Milestone Schedule

The following are major schedule milestones for the work of this Supplemental Agreement No. 4:

Right-of-Way support & coordination ..... February 2023 – October 2024



## Project Assumptions

### General Assumptions

The General Assumptions remain unchanged except as noted below.

- The CONSULTANT will provide support and engineering coordination services to the CITY within the limitations outlined in this scope of services and estimated level of effort (budget).
- The CITY shall be responsible for the management and administration of the right-of-way (ROW) process; management of the valuation process; preparation of property valuations including appraisals, review appraisals, and administrative offer summaries; acquisition and negotiation services; relocation services; and WSDOT ROW Certification coordination.

### Design Standards and References

The PROJECT Design Standards and References remain unchanged from the original scope of services, except as noted below.

# Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

## TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the duration of the right-of-way acquisition support & coordination efforts, and extension of the term of the Consultant Agreement until 12/31/2024.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$32,768.70 in remaining funds from other underrun Tasks are transferred to Task 1 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

It will include the work to update the project plan; reconfirm and establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; manage the project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, will include:

### 1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and modify, as necessary, the Project Management Plan (Project Guide) to include the additional work efforts described in this supplement. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

### 1.2. Project Team Coordination Meetings

The CONSULTANT shall hold additional monthly Project Team Coordination Meetings with key CONSULTANT team leadership members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project manager shall also attend these meetings as requested.

#### Assumptions:

- The Supplemental Agreement No. 4 project schedule will be updated and will extend through DEC 2024 to reflect the estimated time to acquire right-of-way and easements and submit the documentation necessary for WSDOT certification.
- An estimated additional 24 monthly project team leadership coordination meetings will be required.
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.

- Project Team Meetings will be 30 minutes in duration, held virtually, and attended by the Project Manager, Design Manager, RES Discipline Lead, and Subconsultant, as required.

**Deliverable(s):**

- There are no formal deliverables for this task.

### 1.3. Project Schedule

- This Supplemental Agreement No. 4 makes no changes to this Task. All previously authorized work for this Task has been completed.

### 1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Meetings attended.
- Problems/issues encountered, and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

**Monthly Invoices** for work completed will be submitted to the CITY. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an estimated **Earned Value** figure within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

**Project Changes:** The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

**Deliverable(s):**

- Monthly Progress Reports (24)

### 1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this Supplemental Agreement No. 4 without prior written permission of the CITY. Additional SUBCONSULTANT assistance will be required for obtaining additional topographical and property survey information, preparation of legal descriptions,

development of legal exhibits necessary for the right-of-way acquisition efforts; and supplemental survey and field delineation of proposed acquisition and easement areas to assist the negotiation efforts.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

### 1.6. Project Kick-off Meeting

The CONSULTANT shall attend a Kick-off Meeting to initiate the real estate services and support efforts. The meeting shall be organized and facilitated by the CITY and provide information regarding the scope of work, assumptions, and schedule for acquiring the necessary rights-of-way and easements. The Kick-off Meeting shall be attended by all members of the Project Team engaged in the Real Estate Services efforts including, the CONSULTANT Project Manager, Design Manager, Survey Manager, Real Estate Services Manager; CITY Project Manager and Real Estate Acquisition Manager; and CITY's Right-of-Way Consultant Team.

### 1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the additional work of this Supplement.

### 1.8. Project Close-out

The CONSULTANT shall assemble project documentation and records for the additional work of this Supplemental Agreement No. 4 and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

## TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will attend Bi-Monthly Client Coordination Meetings with the CITY and the CITY's Right-of-Way Consultant. In addition, the CONSULTANT will respond to CITY questions and requests for available information in support of the right-of-way acquisition activities,

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$15,423.08 in remaining funds from other underrun Tasks are transferred to Task 2 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

**CITY Responsibilities:**

- Arrange for meeting facilities at the CITY Public Works Department Offices or via virtual media, for Bi-Monthly Client Coordination Meetings.
- Attend and participate in the Bi-Monthly Client Coordination Meetings.
- Require the CITY’s Right-of-Way Consultant to prepare for and attend the Bi-Monthly Client Coordination Meetings.

**Assumption(s):**

- There will be a total of 12 additional (bi-monthly) Client Coordination Meetings included in this supplement, held either virtually or at the CITY Public Works Department Offices.
- Monthly Client Coordination Meetings are assumed to be 1-hour in duration with a maximum of 1 hour of Project Manager and RES Manager (each) preparation time.
- CONSULTANT participation will include the Project Manager, and the Real Estate Services Manager.

**Deliverable(s):**

- There are no CONSULTANT deliverables associated with this task.

## TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$12,358.72 in remaining funds from other underrun Tasks are transferred to Task 3 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

The CONSULTANT will conduct a Quality Control Review on the following documents, prior to submittal, in accordance with the Project Management Plan:

- Parcel legal descriptions and parcel exhibits;
- Right-of-way Plans.

The CONSULTANT shall also conduct periodic Quality Assurance Reviews of the quality control process and documentation. SUBCONSULTANTS will conduct Quality Control Reviews on their individual elements of work and work products.

**Deliverable(s):**

- There are no formal deliverables for this task.

## TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

There are no changes to this Task included in this Supplemental Agreement No. 4. Requests and collection of additional data is included in other tasks.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$13,585.54 in remaining funds from this Task 4 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 5. SURVEY AND MAPPING

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$41,838.64 in remaining funds from other underrun Tasks are transferred to Task 5 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process. This Supplemental Agreement No. 4 authorizes additional supplemental survey efforts, development of legal descriptions, and preparation of legal exhibits, as necessary, in support of the Real Estate Support & Coordination Services efforts for Segment 1 (State Avenue to 55<sup>th</sup> Avenue NE) of the corridor.

### 5.1. Research and Existing Data Compilation

This Supplemental Agreement No. 4 makes no changes to this sub-task.

### 5.2. Survey and Construction Geodetic and Cadastral Control

This Supplemental Agreement No. 4 makes no changes to this sub-task.

### 5.3. Field Surveying and Base Mapping

This Supplemental Agreement No. 4 makes no changes to this sub-task.

### 5.4. Right-of-Way Parcel Easements, Exhibits, and Legal Descriptions

This task includes the development and delivery of Legal Descriptions in support of project ROW acquisition or new easement requirements, as defined in the Deliverables list below.

## 5.5. Right-of-Way Plans

A general layout of proposed right-of-way lines will be reviewed and updated to reflect current property ownerships and negotiated acquisitions and easements. CONSULTANT will also review a maximum of 82 updated parcel title reports, provided by the CITY.

## 5.6. Office Processing and Deliverable

This Supplemental Agreement No. 4 includes the necessary data processing, deliverable preparations and basemapping associated with supplemental field survey efforts.

## 5.7. Supplemental Surveys

It is assumed that during the right-of-way phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for right-of-way acquisition purposes. For budgeting purposes this task item has been estimated not to exceed 60-field crew hours. Any costs for performing additional survey beyond 60-field crew hours, shall be adjusted accordingly and approved by the CITY via a written amendment before commencement of field activities.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data developed under Task 5.6.

### Assumptions:

This Supplemental Agreement No. 4 makes no changes to the original assumptions, except as noted below.

- Traffic control will not be required for the additional work.
- The additional work does not include the setting of property corners or filing a Record of Survey.
- Proposed right-of-way acquisitions and temporary construction easements will be as depicted on the 60% Right-of-Way Plans previously developed.
- Deliverables are subject to one (1) round of comments by the CITY.
- No legal exhibits will be prepared or submitted.
- The CITY will provide updated Title Reports to the CONSULTANT.

### Deliverable(s):

- Supplemental survey and corresponding Base Map updates.
- Legal descriptions for up to 82 parcels; 57 acquisitions and 82 easements.
- Updated right-of-way basemapping identified from Supplemental Surveys.

## TASK 6. GEOTECHNICAL ENGINEERING

This Supplemental Agreement No. 4 makes no changes to this Task.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$719.32 in remaining HDR and \$34,785.43 in Subconsultant funds from this Task 6 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

This Supplemental Agreement No. 4 makes no changes to this Task.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$11,414.96 in remaining funds from other underrun Tasks are transferred to Task 7 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 4 makes no changes to this Task.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$10,316.32 in remaining funds from other underrun Tasks are transferred to Task 8 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 4 makes no changes to this Task.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$39,037.92 in remaining funds from this Task 9 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 10. DESIGN REPORT

This Supplemental Agreement No. 4 makes no changes to this Task.



**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$17,528.45 in remaining funds from this Task 10 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4

## TASK 11. 30% DESIGN

This Supplemental Agreement No. 4 makes no changes to this Task.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$45,468.74 in remaining funds from this Task 11 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 12. VALUE ENGINEERING STUDY - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

## TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

This Supplemental Agreement No. 4 makes no changes to this Task.

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$12,185.39 in remaining funds from other underrun Tasks are transferred to Task 13 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4. In addition, \$0.78 in remaining Subconsultant funds are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

## TASK 14. 60% DESIGN

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$22,792.054 in remaining funds from this Task 14 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

### 14.1. 60% Design

The CITY's Right-of-Way acquisition efforts, along Corridor Segment 1 (State Avenue to 55<sup>th</sup> Avenue NE), may require minor design checks and reviews and development of design alternatives for use in negotiating with adjacent property owners. The CONSULTANT shall provide the necessary design services in support of the CITY's right-of-way work up to a maximum of 40 labor hours of effort. Should additional effort be required, that work effort shall be authorized by the CITY in the form of a supplemental agreement.

#### Assumption(s):

- The overall level of effort and fee estimate for this task is unknown and subject to the needs of the right-of-way acquisition efforts and property owner negotiations. For the purpose of establishing a level of effort, this Supplemental Agreement No. 4 authorizes up to 40 labor hours of design effort.

#### Deliverable(s):

- Responses to CITY requests for information.
- Updated Right-of-Way plans to address circumstances arising from right-of-way negotiations and CITY/property owner agreements.
- Updated designs and revisions to the 60% plans as a result of right-of-way negotiations and CITY/property owner agreements.

## TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured, and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

This Supplemental Agreement No. 4 makes no changes to this task.

## TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE – TO BE SCOPED IN A FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

## TASK 17. REAL ESTATE SERVICES

**Transfer of funds.** All previously authorized work for this Task has been completed. With this supplement, \$40,329.92 in remaining funds from other underrun Tasks are transferred to Task 17 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4. In addition, \$36,742.00 in remaining Subconsultant funds are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

This Supplemental Agreement No. 4 details the necessary effort required to provide requested input and coordination to the CITY in its completion of right-of way acquisition along Segment 1 (State Avenue to 55<sup>th</sup> Avenue NE) of the corridor. These efforts may include the update of the Preliminary Right-of-Way Estimate, input to and coordination with the CITY and its Right-of-Way Consultant with regard to preliminary right-of-way efforts previously completed. It is anticipated that these services will be completed within a period of 24 months.

### 17.1 Right-of-Way Support & Coordination

CONSULTANT will provide general ongoing coordination and support to the CITY in the CITY's efforts to acquire the necessary right-of-way and easements along Segment 1 of the corridor.

#### CITY Responsibilities:

- Provide CONSULTANT with available project information such as, but not limited to, the CITY's State approved ROW procedures, approved environmental documentation, and any pre-approved CITY ROW forms, including legal documents as may be needed by the CONSULTANT in order to provide the CITY-requested assistance.
- Allow a reasonable and sufficient timeframe for CONSULTANT responses to requests for assistance and support.

#### Assumptions:

- Right-of-Way Support and coordination efforts are limited to a maximum of 40 hours. If the CITY requires efforts beyond this maximum, it shall authorize, in writing, for the CONSULTANT to provide additional services. All meetings are anticipated to be held by virtual capacity (if needed).
- Up to one (1) CONSULTANT RES staff will attend meetings. Meetings are assumed to be 1 hour in duration. Staff time commitment per meeting is estimated at 1 hour, per staff.

#### Deliverables:

- Responses to CITY requests for information

## TASK 18. FUNDING SUPPORT - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

## TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured, and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

This Supplemental Agreement No. 4 makes no changes to this Task.

## TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

This Supplemental Agreement No. 4 makes no changes to this Task.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** amending the Public Notice Requirements for Land Use Applications

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

**SUMMARY:**

The Marysville Municipal Code (MMC) outlines public notice requirements for land use applications. Some current notice requirements are time-intensive, but not well-utilized by the public (e.g. posting of individual notices at public buildings or on the local cable access channel) - Channel 21. The proposed amendments are primarily to remove the requirement to post notices for each individual project at public locations and to post certain land use projects on Channel 21. Instead, a standard notice would be posted at public locations directing the public to where information on land use projects can be obtained. This standard notice would include a QR code, the City's web address, and the Community Development Department phone number so the public can obtain additional information on projects. The QR code would take the public to a page where notices and project information is displayed.

Additional amendments are concurrently proposed which consist of:

- Requiring notice on the City's website;
- Organizing the code better;
- Ensuring that the code is internally consistent and, whenever possible, referring the reader to the general notice provisions in MMC Chapter 22G.010, *Land Use Application Procedures*, rather than having notice provisions dispersed in other chapters;
- Clarifying the project types which require notice and ensuring consistency of notice provisions in code with actual process; and
- Eliminating redundant or conflicting language.

At a duly advertised Public Hearing on January 10, 2023, the Planning Commission received testimony from the public and city staff and made a recommendation of approval of the proposed Public Notice Code Amendments to City Council for adoption by Ordinance.

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**ATTACHMENTS:**

[Memo, Ordinance & Exhibits - Public Notice Amendments](#)

## MEMORANDUM

**DATE:** January 31, 2023  
**TO:** Planning Commission  
**FROM:** Angela Gemmer, Principal Planner  
**SUBJECT:** Public Notice Code Amendments  
**ECC:** Haylie Miller, Community Development Director  
Chris Holland, Planning Manager  
**Exhibit 1:** Ordinance – Public Notice Code Amendments  
**Exhibit 2:** PC Recommendation  
**Exhibit 3:** PC Minutes – November 29, 2022  
**Exhibit 4:** PC Minutes – January 10, 2023

The Marysville Municipal Code (MMC) outlines public notice requirements for land use applications. Some current notice requirements are time-intensive, but not well-utilized by the public (e.g. posting of individual notices at public buildings or on the local cable access channel) - Channel 21. The proposed amendments are primarily to remove the requirement to post notices for each individual project at public locations and to post certain land use projects on Channel 21. Instead, a standard notice would be posted at public locations directing the public to where information on land use projects can be obtained. This standard notice would include a QR code, the City's web address, and the Community Development Department phone number so the public can obtain additional information on projects. The QR code would take the public to a page where notices and project information is displayed.

Additional amendments are concurrently proposed which consist of:

- Requiring notice on the City's website;
- Organizing the code better;
- Ensuring that the code is internally consistent and, whenever possible, referring the reader to the general notice provisions in MMC Chapter 22G.010, *Land Use Application Procedures*, rather than having notice provisions dispersed in other chapters;
- Clarifying the project types which require notice and ensuring consistency of notice provisions in code with actual process; and
- Eliminating redundant or conflicting language.

Staff respectfully requests that the City Council affirm the recommendation of the Planning Commission, and adopt the proposed public notice code amendments by Ordinance.

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22), RELATING TO PUBLIC NOTICE REQUIREMENTS INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22B.010.020, 22C.050.090, 22E.030.020, 22G.010.090, 22G.010.100, 22G.010.110, 22G.010.120, 22G.010.130, 22G.010.150, 22G.010.160, 22G.020.060, 22G.060.100, 22G.060.120, 22G.090.080, 22G.090.110, 22G.090.120, 22G.090.340, 22G.100.100, AND 22G.120.070.**

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

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

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

**WHEREAS**, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

**WHEREAS**, the City, in reviewing its development regulations, has determined that revisions to the public notice requirements outlined in Title 22, *Unified Development Code*, are needed; and

**WHEREAS**, the public notice amendments are proposed in order to increase the efficiency of the notice posting process and the accessibility of public notice provisions; and

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

**WHEREAS**, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 11, 2023 (Material ID 2023-S-4706) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

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

**WHEREAS**, during public meetings on November 29, 2022, the Planning Commission discussed proposed amendments related to the public notice requirements outlined in Title 22, *Unified Development Code*; and



**WHEREAS**, on January 10, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed public notice amendments; and

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

**WHEREAS**, during the public meeting on February 13, 2023 the City Council discussed potential amendments related to the Public Notice Standards, and recommended approval of said changes; and

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

**Section 1. Amendment of Municipal Code Section 22B.010.020.** MMC Section 22B.010.020, entitled Notice and hearing, is hereby amended as set forth in **Exhibit A.**

**Section 2. Amendment of Municipal Code Section 22C.050.090.** MMC Section 22C.050.090, entitled Notification requirements, is hereby amended as set forth in **Exhibit B.**

**Section 3. Amendment of Municipal Code Section 22E.030.120.** MMC Section 22E.030.120, entitled Comments and public notice, is hereby amended as set forth in **Exhibit C.**

**Section 4. Amendment of Municipal Code Section 22G.010.090.** MMC Section 22G.010.090, entitled Notice of development application, is hereby amended as set forth in **Exhibit D.**

**Section 5. Amendment of Municipal Code Section 22G.010.100.** MMC Section 22G.010.100, entitled Notice of administrative approvals, is hereby amended as set forth in **Exhibit E.**

**Section 6. Amendment of Municipal Code Section 22G.010.110.** MMC Section 22G.010.110, entitled Notice of public hearing, is hereby amended as set forth in **Exhibit F.**

**Section 7. Amendment of Municipal Code Section 22G.010.120.** MMC Section 22G.010.120, entitled Notice of appeal hearing, is hereby amended as set forth in **Exhibit G.**

**Section 8. Amendment of Municipal Code Section 22G.010.130.** MMC Section 22G.010.130, entitled Notice of decision, is hereby amended as set forth in **Exhibit H.**

**Section 9. Amendment of Municipal Code Section 22G.010.150.** MMC Section 22G.010.150, entitled Administrative approvals without notice, is hereby amended as set forth in **Exhibit I.**

**Section 10. Amendment of Municipal Code Section 22G.010.160.** MMC Section 22G.010.160, entitled Administrative approvals subject to notice, is hereby amended as set forth in **Exhibit J**.

**Section 11. Amendment of Municipal Code Section 22G.020.060.** MMC Section 22G.020.060, entitled Public notice and public hearings, is hereby amended as set forth in **Exhibit K**.

**Section 12. Amendment of Municipal Code Section 22G.060.100.** MMC Section 22G.060.100, entitled Public hearings, is hereby amended as set forth in **Exhibit L**.

**Section 13. Amendment of Municipal Code Section 22G.060.120.** MMC Section 22G.060.120, entitled Notice of examiner's decision, is hereby amended as set forth in **Exhibit M**.

**Section 14. Amendment of Municipal Code Section 22G.090.080.** MMC Section 22G.090.080, entitled Review Process – Reports by city departments, is hereby amended as set forth in **Exhibit N**.

**Section 15. Amendment of Municipal Code Section 22G.090.110.** MMC Section 22G.090.110, entitled Review process – Public hearing, is hereby amended as set forth in **Exhibit O**.

**Section 16. Amendment of Municipal Code Section 22G.090.120.** MMC Section 22G.090.120, entitled Public hearing – Hearing examiner duty, is hereby amended as set forth in **Exhibit P**.

**Section 17. Amendment of Municipal Code Section 22G.090.340.** MMC Section 22G.090.340, entitled Review process – city department action – State action, is hereby amended as set forth in **Exhibit Q**.

**Section 18. Amendment of Municipal Code Section 22G.100.100.** MMC Section 22G.100.100, entitled Action by city departments, is hereby amended as set forth in **Exhibit R**.

**Section 19. Amendment of Municipal Code Section 22G.120.070.** MMC Section 22G.120.070, entitled Review process – City department action, is hereby amended as set forth in **Exhibit S**.

**Section 20. Required Findings.** The amendments to MMC Title 22 (consisting of amendments to MMC Sections 22B.010.020, 22C.050.090, 22E.030.020, 22G.010.090, 22G.010.100, 22G.010.110, 22G.010.120, 22G.010.130, 22G.010.150, 22G.010.160, 22G.020.060, 22G.060.100, 22G.060.120, 22G.090.080, 22G.090.110, 22G.090.120, 22G.090.340, 22G.100.100, and 22G.120.070 are consistent with the following required findings of MMC 22G.010.520:

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

**Section 21. Amendment Tracking.** MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

**"22A.010.160 Amendments.**

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Public Notice Amendments	_____, 2023"

**Section 22. 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 23. Corrections.** Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

**Section 24. 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

**22B.010.020 Notice and hearing.** (1) The planning commission shall hold at least one public hearing on the comprehensive plan and any proposed amendments or supplements thereto. Notice shall be provided in accordance with MMC [22G.020.060](#). of the time, place and purpose of such public hearings shall be, at a minimum, as follows:

~~(a) One publication in the official newspaper of the city at least 10 days prior to the hearing;~~

~~(b) Posting of copies of the notice of hearing at Marysville City Hall, at the United States post office in the city, and in at least one additional location with public exposure, at least 10 days prior to the date of the hearing.~~

(2) Continued hearings may be held at the discretion of the planning commission, but no additional notices need be published or posted.

## EXHIBIT B

### **22C.050.090 Notification requirements.**

The notification requirements of this section shall apply to All new small farms overlay requests, as well as existing and ongoing agricultural activities which were not granted the small farms overlay designation, shall provide a notice of application in accordance with MMC [22G.010.090](#):

~~(1) Signs. When the community development department determines that the proposed overlay request meets all the requirements as specified in MMC [22C.050.060](#), then the applicant shall post the property with a public notice sign. This sign shall be supplied, organized, designed and placed as defined by the community development department. All signs designed herein are exempt from the city's land use standards and sign codes. All signs required to be posted shall remain in place until the final decision has been reached on the overlay zone. Following the decision, the applicant must remove the sign within 14 calendar days.~~

~~(2) Upon receipt of a complete application, the city shall send written notice to adjacent property owners within 300 feet of any portion of the subject property. Notice is deemed sent once placed in the mail.~~

~~(3) Upon receipt of a complete application, the city shall cause one notice of application to be published in the official newspaper.~~

~~(4) Upon receipt of a complete application, the notice of application shall be posted at Marysville City Hall, at the United States post office in the city, and in at least one additional location with public exposure.~~

## EXHIBIT C

### **22E.030.120 Comments and public notice.**

The city of Marysville adopts WAC [197-11-500](#) through [197-11-570](#), as now existing or hereinafter amended, by reference, subject to the following:

- (1) Official comments shall be submitted in writing to the contact person on the threshold determination. ~~E-mail~~ eComments that are e-mailed to the contact person on the threshold determination may be accepted as official comments.
- (2) If required, public notice shall comply with the requirements for the underlying permit as specified in Chapter [22G.010](#) MMC, Article II, Public Notice Requirements.
- (3) The responsible official may require further notice if deemed necessary to provide adequate public notice of a pending action. Failure to require further or alternative notice shall not be a violation of any notice procedure.

## EXHIBIT D

### 22G.010.090 Notice of development application.

(1) ~~Within 14 days of~~ Concurrently with-issuing a letter of completeness under MMC 22G.010.050 ~~Article I of this chapter, Consolidated Application Process,~~ the city shall issue a notice of development application. The notice shall include but not be limited to the following:

- (a) The name of the applicant;
- (b) Date of application;
- (c) The date of the letter of completeness;
- (d) The location of the project;
- (e) A project description;
- (f) The requested approvals, actions, and/or required studies;
- (g) A public comment period not less than 14 nor more than 30 days. The length of the comment period will be based on complexity of the project, as determined by the director;
- (h) Identification of existing environmental documents;
- (i) A city staff contact and phone number; and
- ~~(j) The date, time, and place of a public hearing if one has been scheduled;~~
- (jk) A statement that the decision on the application will be made within 120 days of the date of the letter of completeness.

(2) The notice of development application shall be posted on the subject property, posted on the City's website, published once in a newspaper of general circulation and mailed to all ~~property owners of real property located within 300 feet of any boundary of the subject property as shown on the records of the county assessor and to all street addresses of properties within 300 feet, not including street rights-of-way, of the boundaries of the property which is the subject of the development application.~~

(3) The notice of development application shall be issued prior to and is not a substitute for required notice of a public hearing.

(4) A notice of application is not required for the following actions, ~~when they are categorically exempt from SEPA or environmental review has been completed:~~

- ~~(a) Application for building permits;~~

~~(b) Application for lot line adjustments;~~

~~(c) Application for administrative approvals;~~

(a) Accessory dwelling units;

(b) Bed and breakfasts;

(c) Boundary line adjustments;

(d) Critical areas management determinations made in accordance with Chapter [22E.010](#) MMC;

(e) Extensions of time for approval;

(f) Home occupations; and

(g) Minor revisions to approved developments or permits in accordance with MMC [22G.010.260](#).



## EXHIBIT E

### **22G.010.100 Notice of administrative approvals.**

~~(1) Notice of administrative approvals subject to notice under MMC [22G.010.160](#) shall be made as follows: sent to the applicant and all parties of record.~~

~~(1) Notification of Preliminary Approval. The director shall notify the adjacent property owners of his intent to grant approval. Notification shall be made by mail only.~~

(2) The notice shall include:

(a) A description of the preliminary approval granted, including any conditions of approval;

(b) A place where further information may be obtained; and

(c) A statement that final approval will be granted unless an appeal requesting a public hearing is filed with the community development department within 14 days of the date of the notice.

## EXHIBIT F

### 22G.010.110 Notice of public hearing.

Notice of a public hearing for all development applications and all open record appeals shall be given as follows:

(1) Time of Notices. Except as otherwise required, public notification of meetings, hearings, and pending actions under MMC Title [22](#) shall be made by the following actions which shall occur at least 10 days before the date of the public meeting, hearing, or pending action:

(a) ~~Publishing publication at least 10 days before the date of a public meeting, hearing, or pending action in the official newspaper if one has been designated or a newspaper of general circulation in the city; and~~

(b) Posting on the City's website;

(bc) ~~Mailing at least 10 days before the date of a public meeting, hearing, or pending action to all property owners of real property located as shown on the records of the county assessor and to all street addresses of properties within 300 feet of any boundary of the subject property, not including street rights-of-way, of the boundaries of the property which is the subject of the meeting or pending action. A mailing list and assessor's map showing properties within 300 feet shall be provided by the applicant;-and;~~

(c) ~~Posting at least 10 days before the meeting, hearing, or pending action in three public places where ordinances are posted and at least one notice on the subject property.~~

(d) Posting on the subject property. Said sign shall be exempt from the city's zoning and sign codes. All signs required to be posted shall remain in place until a preliminary land use decision has been issued. Following that decision, the applicant must remove the sign within 14 calendar days.

(2) Content of Notice. The public notice shall include the name of the applicant, a general description of the proposed project, action to be taken, a nonlegal description of the property or a vicinity map or sketch, the time, date and place of the public hearing, and the place where further information may be obtained.

(3) Continuations. If for any reason a meeting or hearing on a pending action cannot be completed on the date set in the public notice, the meeting or hearing may be continued to a date certain and no further notice under this section is required.

## EXHIBIT G

### **22G.010.120 Notice of appeal hearing for administrative approvals.**

Notice of appeal hearings for administrative approvals shall be provided in accordance with  
~~In addition to the posting and publication requirements of MMC [22G.010.110](#), notice of  
appeal hearings shall be as follows:~~

- ~~(1) For an appeal of administrative approvals, notice shall be mailed to the applicant,  
appellant and adjacent property owners.~~

## EXHIBIT H

### **22G.010.130 Notice of decision of hearing examiner.**

~~The hearing examiner's decision. A written notice for all final decisions shall be sent to the applicant and all parties of record. For development applications subject to hearing examiner review, the notice shall be the report issued by the hearing examiner within five calendar days of the decision being issued.~~

## EXHIBIT I

### 22G.010.150 Administrative approvals without notice.

(1) The director may approve, approve with conditions, or deny the following without notice:

(a) Accessory dwelling units;

(b) Bed and breakfasts;

~~(a)~~ (c) Boundary line adjustments;

(d) Critical areas management determinations made in accordance with Chapter [22E.010](#) MMC;

~~(b)~~ (e) Extensions of time for approval;

(f) Home occupations; and

(eg) Minor revisions amendments or modifications to approved developments or permits in accordance with MMC [22G.010.260](#);

~~(d) Home occupations;~~

~~(e) Critical areas management determinations made in accordance with by the community development director pursuant to Chapter [22E.010](#) MMC;~~

~~(f) Bed and breakfast permits;~~

~~(g) Accessory dwelling units;~~

~~(h) Site plan with commercial, industrial, institutional (e.g., church, school), or multiple family building permit if permitted outright;~~

~~(i) Site plan with administrative conditional use permit;~~

(2) Director's decisions under this section shall be final on the date issued.

## EXHIBIT J

### 22G.010.160 Administrative approvals subject to notice.

(1) The director may grant preliminary approval or approval with conditions, or may deny the following actions subject to the notice provisions in MMC [22G.010.100](#) and appeal requirements of this section:

~~(a)~~ Binding site plans;

~~(b)~~ Conditional use permits;

~~(c)~~ Major revisions to approved developments or permits in accordance with MMC [22G.010.270](#);

~~(d)~~ Master plans for properties under ownership or contract of applicant(s);

~~(a)~~ Short subdivisions;

~~(b)~~ Shoreline permits for substantial developments;

~~(f)~~ Short subdivisions; and

~~(g)~~ Site plan with commercial, industrial, institutional (e.g., church, school), multi-family, or townhouse.

~~(c)~~ Conditional use permits;

~~(d)~~ Binding site plans;

~~(e)~~ Master plan for properties under ownership or contract of applicant(s).

(2) Final Administrative Approvals. Preliminary approvals under this section shall become final subject to the following:

(a) If no appeal is submitted, the preliminary approval becomes final at the expiration of the 14-day notice period.

(b) If a written notice of appeal is received within the specified appeal periods, the matter will be referred to the hearing examiner for an open record public hearing.

## EXHIBIT K

### 22G.020.060 Public notice and public hearings.

(1) Content. When the planning commission or city council has scheduled a public hearing on a legislative proposal, the community development department shall prepare a notice containing the following information:

- (a) The name of the applicant, and, if applicable, the project name;
- (b) If the application involves a specific property, the street address of the subject property, a description in nonlegal terms sufficient to identify its location, and a vicinity map indicating the subject property;
- (c) A brief description of the action or approval requested;
- (d) The date, time and place of the public hearing;
- (e) If the application or request involves text or language revisions to any of the documents specified in MMC [22G.020.020](#), and does not involve a specific property, the notice shall specify which document or documents are proposed to be amended or revised;
- (f) A statement of the right of any person to participate in the public hearing.

(2) Provision of Notice. ~~(a) The community development department shall provide for notice of the public hearing to be published in the official newspaper of general circulation in the city at least 10 days prior to the date of the public hearing as follows.~~

- (a) The notice shall be published in the official newspaper, if one has been designated, or a newspaper of general circulation in the city.
- (b) If the proposal involves specific property, other than an area-wide change, two notice signs or placards shall be posted ~~by the applicant~~ on the site or in a location immediately adjacent to the site that provides visibility to motorists using the adjacent streets. The community development director shall establish standards for size, color, layout, design, wording, placement, and timing of installation and removal of the signs or placards.
- (c) If the proposal involves specific property other than an area-wide change, notice of the public hearing shall be mailed to each owner of real property within 300 feet of any boundary of the subject property.
- (d) If the proposal does not involve specific property, and relates to text or language revisions to any of the documents specified in MMC [22G.020.020](#), the community development department may, but shall not be required, to provide reasonable notice in addition to newspaper publication through other means such as the city's ~~local access cable channel, city newsletter, or website.~~

(e) The community development director shall also ~~mail~~ provide notice to each person who has requested such notice.

(3) Public Hearing.

(a) Participation. Any person may participate in the public hearing held by the planning commission or city council by submitting written comments to the community development director prior to the hearing, or by submitting written comments or by making oral comments to the planning commission or city council at the hearing. All written comments received by the community development director shall be transmitted to the planning commission or city council not later than the date of the public hearing.

(b) Party of Record. Any person who participates in the manner set forth in subsection (3)(a) of this section shall be considered a party of record.

(4) Hearing Record. The planning commission and city council shall compile written minutes of each hearing.



## EXHIBIT L

### **22G.060.100 Public hearings.**

Where public hearings are required by state statute or city code, the examiner shall hold at least one such hearing prior to rendering a decision on any matter. All testimony at any such hearing shall be taken under oath. Public notice of the ~~time and place of the hearing~~ shall be ~~given as required by city code~~ provided in accordance with MMC [22G.010.110](#).

## EXHIBIT M

### **22G.060.120 Notice of examiner's decision.**

~~Not later than~~ Within five calendar days following the ~~of~~ rendering of a written decision, copies ~~of the decision thereof~~ shall be ~~mailed-sent~~ to the applicant and other parties of record in the case. "Parties of record" shall include the applicant and all other persons who specifically request notice of the decision. The examiner may establish rules for registering parties of record.

## EXHIBIT N

### **22G.090.080 Review process – Reports by city departments and affected agencies.**

(1) If the application meets all the requirements specified in MMC [22G.090.070](#), then the application shall be deemed complete in accordance with MMC 22G.010.150, and the community development department shall circulate copies of the preliminary subdivision application to relevant city departments and affected agencies. The Washington State Department of Transportation shall be routed the application if the subdivision is located adjacent to State highway right-of-way. The department or agency shall review the preliminary subdivision and furnish the community development department with a report as to the effect the proposed subdivision may have upon their area of responsibility and expertise, and the public health, safety and general welfare. The reports submitted shall include recommendations as to the extent and types of improvements to be provided, and a recommendation as to the approval of the subdivision.

~~(2) Once the city receives a complete application for a subdivision which is located adjacent to state highway right of way, the city shall give written notice of the application, including legal description and location map, to the Department of Transportation. The state shall comment, within 14 calendar days of receiving the notice, regarding the effect the subdivision may have relevant to access to the state highway.~~

## EXHIBIT O

### **22G.090.110 ~~Review process~~ — Notice of Public hearing.**

Notice of the public hearing shall ~~conform to the following:~~ be provided in accordance with MMC 22G.010.110.

~~(1) Notice shall be published not less than 10 calendar days prior to the public hearing in a newspaper of general circulation within the city.~~

~~(2) Adjacent property owners, as defined in this title, located within 300 feet of any portion of the boundary of the property to be subdivided as identified on the property owner's form, shall be notified by mail not less than 15 calendar days prior to the public hearing.~~

~~(3) The applicant shall post the property with a sign at least 10 calendar days prior to the public hearing. This sign shall be organized, designed and placed as defined by the city's community development department. All signs described herein are exempt from the city's zoning and sign codes. All signs required to be posted shall remain in place until the final decision has been reached on the preliminary subdivision. Following that decision, the applicant must remove the sign within 14 calendar days.~~

## EXHIBIT P

### **22G.090.120 Public hearing – Hearing examiner duty.**

After notice of the public hearing has been given per MMC [22G.010.110](#) and [22G.090.110](#), the hearing examiner will consider the proposed subdivision and its compliance with MMC [22G.090.130](#).

## EXHIBIT Q

### **22G.090.340 Review process – Reports by City departments and affected agencies. action—State action.**

(1) If the preliminary short subdivision application meets all the requirements specified in MMC [22G.090.330](#), then the application shall be deemed complete in accordance with MMC [22G.010.150](#), and the community development department shall circulate copies of the preliminary short subdivision application to relevant city departments and affected agencies. The Washington State Department of Transportation shall be routed the application if the short subdivision application is located adjacent to State highway right-of-way. ~~who~~ The department or agency shall review the preliminary short subdivision and furnish the community development department with a report as to the effect of the proposed short subdivision may have upon their area of responsibility and expertise, and the public health, safety and general welfare, and The reports shall include containing their recommendations as to the extent and types of improvements to be provided, and a recommendation as to the approval of the short subdivision. ~~The report submitted shall include recommendations as to the extent and types of improvements to be provided.~~

~~(2) The applicant shall post the property with notice signage upon official acceptance of the application. This sign shall be supplied, organized, designed and placed as defined by the city's community development department. All signs described herein are exempt from the city's zoning and sign codes. All signs required to be posted shall remain in place until the final decision has been reached on the preliminary short subdivision. Following that decision, the applicant must remove the sign within 14 calendar days.~~

~~(3) The city shall send notice to adjacent property owners within 300 feet of any portion of the subject property. Notice is deemed sent once placed in the mail. Notice of the development application and a comment period shall be provided in accordance with MMC [22G.010.090](#).~~

~~(4) Any individual shall have 14 working days from the date of mailing in which to submit written comments to the community development department concerning the proposed short subdivision.~~

~~(5)(3) Once the city receives a complete application for a short subdivision which is located adjacent to state highway right-of-way, the city shall give written notice of the application, including legal description and location map, to the Department of Transportation. The state shall comment, within 14 calendar days of receiving the notice, regarding the effect the short subdivision may have relevant to access to the state highway.~~

## **EXHIBIT R**

### **22G.100.100 Action by city departments.**

(1) Action by the Community Development Department. If the binding site plan application is complete and the fee is paid, the community development department shall accept the application and conduct a city review.

(2) Action by Other City Departments. The community development department will circulate copies of the proposed binding site plan to relevant city departments and affected agencies. The department or agency shall review the preliminary subdivision and furnish the community development department with a report as to the effect the proposed binding site plan may have upon their area of responsibility and expertise. The reports submitted shall include recommendations as to the extent and types of improvements to be provided.

(3) Factors Considered by City Departments. The city shall review the proposed binding site plan to determine whether it meets the following criteria:

(a) Comprehensive Plan. Whether the proposed binding site plan and development of the parcel relate to all elements of the comprehensive plan;

(b) Zoning. Whether the proposed binding site plan meets the zoning regulations;

(c) Physical Setting. Whether the binding site plan properly takes into account the topography, drainage, vegetation, soils and any other relevant physical elements of the site;

(d) Public Services.

(i) Adequate water supply;

(ii) Adequate sewage disposal;

(iii) Appropriate storm drainage improvements;

(iv) Adequate fire hydrants;

(v) Appropriate access to all anticipated uses within the site plan;

(vi) Provisions for all appropriate deeds, dedications, and/or easements;

(vii) Examination of the existing streets and utilities and how the proposed binding site plan relates to them;

(e) Environmental Issues. Examination of the project through the SEPA process and a determination of whether the proposed binding site plan complies with the SEPA requirements.

(f) Critical Areas. Binding site plans shall comply with the land division requirements of MMC [22E.010.350](#).

(4) Notice Requirements. Notice of application shall be given pursuant to ~~Chapter [22G.010](#)~~ MMC [22G.010.090](#).

(5) Preliminary Decision. Following the comment period provided in ~~Chapter [22G.010](#)~~ MMC [22G.010.090](#), the director shall:

(a) Review the information in the record and render a decision pursuant to this chapter. Notice shall be provided in accordance with MMC [22G.010.100](#); or

(b) Forward the application to the hearing examiner for public hearing, if: determined to be necessary in accordance with MMC [22G.010.360](#).

~~(i) Adverse comments are received from at least five persons or agencies during the comment period, which comments are relevant to the decision criteria in subsection (3) of this section or state specific reasons why a hearing should be held; or~~

~~(ii) The director determines a hearing is necessary to address issues of vague, conflicting, or inadequate information, or issues of public significance.~~



## EXHIBIT S

### **22G.120.070 Review process – City department action.**

(1) If the site plan application meets all the requirements specified in MMC [22G.120.060](#), then the application shall be deemed complete and the community development department shall circulate copies of the site plan application to relevant city departments who shall review the application and furnish the community development department with a report as to the effect of the proposed development upon the public health, safety and general welfare, and containing their recommendations as to the approval of the application. The report submitted shall include recommendations as to the extent and types of improvements to be provided.

(2) Site plan review is subject to exempt from the public notice requirements set forth in MMC [22G.010.090](#) ~~unless a concurrent review process such as State Environmental Policy Act (SEPA), rezone, variance, etc., requires public notice.~~

## PC Recommendation – Public Notice Amendments

The Planning Commission of the City of Marysville, having held a public hearing on January 10, 2023, in review of amendments to the Marysville Municipal Code (MMC) pertaining to Public Notice requirements for land use actions including amendments to the public notice requirements set forth in MMC Chapters 22B.010, *Comprehensive Plan*, 22C.050 *Small Farms Overlay Zone*, 22E.030 *State Environmental Policy Act (SEPA)*, 22G.010, *Land Use Application Procedures*, 22G.020, *Procedures for Legislative Actions*, 22G.060, *Hearing Examiner*, 22G.090, *Subdivisions and Short Subdivisions*, 22G.100, *Binding Site Plan*, and 22G.120, *Site Plan Review*, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### FINDINGS:

1. The Planning Commission held a public work session in review of the amendments to the Public Notice Requirements for land use actions on November 29, 2022.
2. The proposed Public Notice Amendments are exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments relating to the Public Notice Amendments, to the State of Washington Department of Commerce (DOC) for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the DOC acknowledging receipt of the DRAFT Public Notice Amendments, on January 11, 2023 and processed with Submittal ID 2023-S-4706. No comments were received from State Agencies.
5. The Planning Commission was provided public comments received throughout the review process and took into consideration testimony received from staff and the public at the duly advertised public hearing held on January 10, 2023.

### CONCLUSION:

At the public hearing, the Planning Commission recommended adopting the Public Notice Amendments amending the public notice requirements set forth in MMC Chapters 22B.010, *Comprehensive Plan*, 22C.050 *Small Farms Overlay Zone*, 22E.030 *State Environmental Policy Act (SEPA)*, 22G.010, *Land Use Application Procedures*, 22G.020, *Procedures for Legislative Actions*, 22G.060, *Hearing Examiner*, 22G.090, *Subdivisions and Short Subdivisions*, 22G.100, *Binding Site Plan*, and 22G.120, *Site Plan Review*.

### RECOMMENDATION:

Forwarded to City Council as a recommendation to adopt the proposed amendments to MMC Chapters 22B.010, *Comprehensive Plan*, 22C.050 *Small Farms Overlay Zone*, 22E.030 *State Environmental Policy Act (SEPA)*, 22G.010, *Land Use Application Procedures*, 22G.020, *Procedures for Legislative Actions*, 22G.060, *Hearing Examiner*, 22G.090, *Subdivisions and Short Subdivisions*, 22G.100, *Binding Site Plan*, and 22G.120, *Site Plan Review*, by the Marysville Planning Commission this 10<sup>th</sup> day of January 2023.

By: \_\_\_\_\_  
Steve Leifer, Planning Commission Chair

**Planning  
Commission**



**501 Delta Avenue  
Marysville, WA 98270**

**Meeting Minutes  
November 29, 2022**

**ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m.

**Present:** Chair Steve Leifer, Commissioner Brandon Whitaker, Commissioner Kristen Michal, Commissioner Jerry Andes, Commissioner Roger Hoen

**Staff:** Community Development Director Haylie Miller, Principal Planner Angela Gemmer

**APPROVAL OF MINUTES (November 8, 2022)**

Commissioner Andes referred to the first paragraph on page 5 and noted that "lightbulbs" should be "streetlights".

**Motion** to approve the minutes of November 8, 2022 as amended moved by Commissioner Jerry Andes seconded by Commissioner Roger Hoen.

**AYES: ALL**

**AUDIENCE PARTICIPATION**

None

**OLD BUSINESS**

- **Comprehensive Plan Growth Scenarios Second Discussion**

Principal Planner Gemmer introduced this item related to growth scenarios. She explained that the City needs to accommodate about 6,800 additional people through 2044 and about 4,300 additional housing units and 1,000 additional jobs beyond what was contemplated in the 2015 Comprehensive Plan. She reviewed the six general strategies for potentially accommodating growth discussed at the last meeting. Since the last presentation staff met with the Economic Development Committee and

presented the results of the community survey and the initial perspectives from the Planning Commission on which strategies should be implemented.

Among the options provided to the community, the greatest support was for a hybrid approach where there would be some low to moderate density increases in existing residential zones and then some additional density within a half-mile radius of the SWIFT stations. The second most favored approach was low to moderate density increases in existing residential zones. An approach that focused exclusively on more density along State Avenue was the one that had the least support.

She summarized that at the Planning Commission's previous discussion of this, there was general support for most of the growth to be focused on State Avenue within a half mile of the SWIFT stations with some support for a carefully crafted approach that incorporated more growth along State Avenue and some moderate density increases in strategic places like along arterials. There was moderate support for reassessing the density assumptions downtown. There was some support for low to moderate density increases in existing residential zones.

The Economic Development Committee had the greatest support for the State Avenue approach or a hybrid approach and also looking at Downtown again. There was some support for targeted density, primarily between 51st and State Avenue and where there is access to transit. There was some support expressed for requiring minimum densities. She explained that upon further review, the strategy of reassessing land likely to develop Downtown appeared to have little to no effect on the numbers.

Staff's opinion is that they need to be taking advantage of the areas around the SWIFT stations along State Avenue where they can accommodate a lot of growth. Staff is also supportive of establishing minimum densities in multifamily zones. There is some moderate support by staff for revisiting the residential density assumptions in existing residential zones and for a hybrid of some strategic zoning increases in existing residential areas along with the State Avenue focus. Principal Planner Gemmer reviewed a table in the packet showing the potential additional unit yield achieved with each of the general growth strategies. She asked the Planning Commission for their recommendation for a general approach to take to Council.

Commissioner Whitaker asked about Strategy 6 - modifying residential density assumptions. Principal Planner Gemmer explained that it has to do with modifying assumptions to more accurately reflect what the market is doing and would not entail zoning changes. Chair Leifer noted that this correction could provide an increased number which could reduce the need for the other strategies. Ms. Gemmer agreed.

Commissioner Michal referred to Strategy 5 which would require minimum densities in multifamily zones. She asked what kind of responses staff has gotten when informing developers that they are able to develop at a much higher density than they had planned. Principal Planner Gemmer explained that it has been across the board. Director Miller explained this is somewhat political and may not be popular, but she

thinks if they don't have minimum densities in multi-family zones, it will eventually push higher densities into the single-family neighborhoods. She noted that this is an option that was added after staff first brought this to the Planning Commission.

Chair Leifer didn't think increased densities would be an issue for most developers who are generally interested in maximizing properties. He wouldn't be opposed to this; he just thinks it is a moot point. He said he strongly supports Strategy 1 with higher densities within a half mile of State Avenue SWIFT stations, as long as it can be done without negatively impacting surrounding neighborhoods. He commented that he doesn't agree with the county's assumptions that all development will be multifamily. He thinks there is a market for single-family that should be accommodated as well. He thinks they should consider increasing densities in some of these areas. He noted that ADUs would be one way to do this without causing too much impact for neighbors. He also spoke in support of eventually putting a six-lane boulevard between the airport and 1st Street with a bypass on 51st. In the absence of that they need to take advantage of the corridor they do have with existing businesses that need visibility. It's also a good place to put high-density residential because it could support businesses in that area around the future nodes. He thinks they should definitely allow General Commercial all along this corridor with various zoning underneath.

Principal Planner Gemmer discussed a potential alternate SWIFT route being considered by Community Transit.

Commissioner Hoen referred to Strategy 1 and Community Transit's proposal and asked if this would include the Cascade Industrial Center. Principal Planner Gemmer reviewed potential route options and explained that Strategy 1 does not propose any new capacity in areas that do not already allow multifamily in some form.

Commissioner Whitaker echoed Chair Leifer's support of Strategy 1 as the preferred option because of the north-south corridor, increased traffic in the area, and the SWIFT infrastructure which would help to remove some cars from the road. He thinks staff's comments about Strategy 5 also make sense.

Commissioner Michal agreed with Commissioner Whitaker and Chair Leifer. Strategy 1 with density around SWIFT makes sense. Strategy 5 also makes sense. Strategy 6 regarding modifying density assumptions also seems like a good option.

Commissioner Andes agreed that Strategy 1 is the preferred approach and also urged protection of single-family homes in the process.

Commissioner Hoen recalled from the previous discussion that developers are trending toward multifamily and not single family. Principal Planner Gemmer commented that multifamily is gaining ground; however, they are still seeing more single family than multifamily. Commissioner Hoen referred to the slide showing the circles of possible changes to density and noted they ignored the railroad tracks. Ms. Gemmer explained

that this is because the center of the half-mile radius is based on the intersection of State Avenue and the cross street.

Ms. Gemmer summarized that the Planning Commission generally supports Strategy 1 with some support for Strategy 5 and Strategy 6.

## **NEW BUSINESS**

- **Public Notice Amendments**

Director Miller explained that staff would like to revise the public notice requirements for land use applications to remove the requirement for posting of paper notices in physical locations (library, post office, and city hall). Another amendment would require posting on the website which is already being done. Additionally, all of the noticing regulations for the different land use applications would be consolidated into one section; currently they are scattered throughout the code. Staff will bring back a draft version of the code at a future meeting.

Commissioner Andes asked if they have considered an electronic reader board on State Avenue. Director Miller indicated that was an option but she felt most people are getting their information online, from the newspaper, or from direct mailers.

Commissioner Hoen asked if there are trade publications that should be considered. Director Miller did not think so. She said that it is standard to just publish in the local newspaper.

Commissioner Michal thought the amendments made sense. Chair Leifer agreed.

- **SEPA Infill Categorical Exemptions Amendments**

Director Miller explained that the SEPA checklist required for larger projects in Marysville to mitigate for impacts appears to be outdated and not very useful. It basically just extends the project, incurs fees, and leaves uncertainty on the table. Marysville routinely sends all land use applications out to agencies so they are already getting feedback from those agencies. The proposed legislation would allow cities that have planned for infill development to waive the SEPA requirement for residential infill development. She pointed out that anything related to the SEPA checklist is fully covered in code already.

## **CITY COUNCIL AGENDA ITEMS and MINUTES**

None

## **ADJOURNMENT**

Director Miller reported that the review window for first round of Planning Commission applications has closed. She and the Mayor will be conducting interviews soon.

The meeting was adjourned at 7:55 p.m.

*Angela Gemmer* for \_\_\_\_\_  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – December 13, 2022**

Planning  
Commission



501 Delta  
Marysville, WA 98270

**Meeting Minutes  
January 10, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. and welcomed the two new commissioners, Shanon Jordan and Zebo Zhu. The new commissioners introduced themselves.

**ROLL CALL**

**Present:** Chair Steve Leifer, Commissioner Roger Hoen, Commissioner Jerry Andes, Commissioner Brandon Whitaker, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

**Staff:** Community Development Director Haylie Miller, Principal Planner Angela Gemmer

**APPROVAL OF MINUTES**

**Motion** to approve the December 13, 2022 Planning Commission meeting minutes moved by Commissioner Jerry Andes seconded by Commissioner Brandon Whitaker.

**VOTE: Motion carried 3 - 0**

**AYES:** Chair Steve Leifer, Commissioner Jerry Andes, Commissioner Brandon Whitaker

**ABSTAIN:** Commissioner Roger Hoen, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

It was noted that the November 29 minutes still needed to be approved because there was not a quorum at the December 13 meeting. Principal Planner Gemmer stated she would include those on the next agenda.

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**



## Hearing 1 - Residential Density Incentive and Planned Residential Development open space amendments

Principal Planner Gemmer reviewed this item regarding proposed amendments to the Residential Density Incentive code and the Planned Residential Development Open Space code. The amendments were generated by staff in response to feedback received from the building community and from new planning staff.

Commissioner Michal asked if the exemption for pieces that are unable to comply with ADU due to topographical constraints would present any future liability issues. Principal Planner Gemmer did not think so, but indicated she would confirm that with the City Attorney.

Commissioner Whitaker asked about Planned Residential Development code amendment number 5, which talks about a situation where the open space may be dedicated in fee to the public. Principal Planner Gemmer explained that this refers to a situation where the open space is transferred to the City to own and maintain.

Commissioner Zhu asked about the definition of small recreational amenities. He wondered why volleyball was on the small amenity list, but basketball was on the large amenity list. Ms. Gemmer explained it was somewhat subjective and based on how much improvement is being made. She noted that ultimately the Director would have the authority to determine what constitutes a small or a large amenity.

Commissioner Hoen commented he has suggested the dual use of water retention and sports multiple times in the past and was told it wasn't possible. He asked what has changed. Ms. Gemmer recalled the discussions and noted that retrofitting existing storm water detention facilities would be cost prohibitive and require a lot of engineering. However, for new developments, if developers are unable to provide infiltration they often opt to put in a vault with a park on top to maximize space.

The public hearing was opened at 6:53 p.m. Comments were solicited. There were none. The hearing was closed at 6:53 p.m.

**Motion** to forward the Residential Density Incentive and Planned Residential Development open space amendments to Council with a recommendation for approval moved by Commissioner Brandon Whitaker seconded by Commissioner Kristen Michal.

**AYES: ALL**

## Hearing 2 - Public notice requirements for land use applications

Principal Planner Gemmer reviewed this item. The main change would be to eliminate the requirement to post at the library, city hall, and post office) and eliminate posting on Channel 21. Instead, there will be a requirement to post on the City's website, in the newspaper, with direct mailings or on Pending Land Use Action signs on the project site. Director Miller and other staff have been working on other ways to notice such as

QR codes on signs. Additionally, there have been some organization and cleanup amendments.

Commissioner Zhu asked why bed and breakfasts were called out specifically. Ms. Gemmer was not sure, but thought it was because they were so uncommon. Commissioner Zhu asked if they actually measure the 300 feet. Ms. Gemmer explained that GIS is used. She explained how software is used to determine properties within 300 feet of the property for notices.

Chair Leifer suggested public notices should be easy to find right from the City's home page. Director Miller agreed.

Commissioner Jordan suggested having the website address listed in addition to the QR code on notice signs.

Commissioner Zhu asked about posting in high traffic areas like grocery stores. Director Miller explained they prefer to encourage people to come to city hall or go online. If there is a project in someone's vicinity, they will receive notifications. There is also signage on sites.

Chair Leifer opened the public hearing at 7:13 p.m. and solicited public comments. Seeing none the hearing was closed at 7:14 p.m.

**Motion** to forward the Public Notice requirements for land use applications to Council with a recommendation for approval moved by Commissioner Kristen Michal seconded by Commissioner Jerry Andes.

**AYES: ALL**

## **OLD BUSINESS**

### **Community Business - Lakewood potential map amendments**

Director Miller reviewed this topic. Staff recommends that the Community Business zone density be modified citywide to allow for a base density of 12 units per gross acre with the ability to increase density up to 18 units per acre by utilizing Residential Density Incentives (RDI). Staff believes that this provides a moderate amount of density while maintaining the original intent of the CB zone which is to be primarily commercial in nature. Staff further recommends that Option 4 (Exhibit 6) also be considered for approval to allow an applicant to pursue a horizontal mixed use development within the Community Business zone in Lakewood Neighborhood Planning Area 1. Staff recommends that the Planning Commission schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6.

Chair Leifer asked about the limits of the developer agreement. Ms. Gemmer explained that it would only apply to the CB zone in the Lakewood neighborhood planning area. The intent would be to afford additional flexibility if a developer wanted to propose a master plan. It would potentially enable the applicant to shift from vertical mixed use to horizontal mixed use. Everything else about the zone remains the same. There would still need to be a commercial component but there is more flexibility in how it could be executed. Chair Leifer asked why they wouldn't go all the way to the railroad tracks. He thinks that block should all be the same with plenty of commercial. Ms. Gemmer explained that the piece referred to by Chair Leifer is scheduled to be rezoned from CB to R-12 with a pending land use action. Director Miller explained she thinks the proposal is a good option because it holds the line on the existing zoning with the opportunity of doing horizontal mixed use. Chair Leifer thinks it is a mistake to limit what can go on above commercial to 18 units. He thinks this is necessary to offset the cost of commercial. Director Miller explained that this can be re-examined in the future, but at this point they just need to make a policy decision.

Commissioner Zhu asked why they wanted to limit residential in that area. Director Miller explained some of the history and staff's reasoning for this.

Commissioner Michal asked if limiting density in this area might encourage more development in the downtown area. Director Miller agreed that this is another reason for limiting density; the City wants the highest densities downtown.

Commissioner Whitaker asked about the reasoning for allowing the possibility of horizontal mixed use rather than limiting it to just vertical mixed use. Director Miller explained it had to do with the site topography, the unique location with respect to I-5, and the fact that the interchange will go through this property. It was also an effort to offer flexibility as requested previously by the Planning Commission.

Commissioner Whitaker commented that the City wants to protect single family and also concentrate development along corridors. He thinks that having a high residential component here is an opportunity to do that. Director Miller agreed that vertical mixed use would be the number one goal, but horizontal would also be an option.

Commissioner Whitaker asked for clarification that the change to the CB zone would be citywide. Director Miller confirmed this.

Commissioner Jordan also spoke in favor of not limiting the residential in order to maximize the amount of housing in that section, especially for this one piece. Director Miller commented that the zone is meant to be commercial. It doesn't do any favors to the other areas of the city where they want high density to happen to allow high densities here. She recommended that staff bring it forward to a public hearing and allow the Planning Commission to make a recommendation. She noted that staff would remain firm in their recommendation.

Commissioner Whitaker wondered how impactful unlimited height in the CB zone would be for downtown. He noted that downtown is already built and asked if there has been a lot of interest in building up in downtown. Director Miller replied that staff is hopeful that downtown will build up as high as possible. Ms. Gemmer explained there is a lot more flexibility with height in the downtown area than the CB zone. She noted that there are only two properties in the CB zone that realistically would lend themselves to potentially having multifamily. One would be the triangle piece under discussion and the other would be at the intersection of 84th Street and Highway 9. Most of the other CB pieces have existing commercial uses.

Chair Leifer suggested allowing market forces to work rather than trying to force development. He wanted to make it clear to the Council that at least two commissioners strongly felt that the density above commercial should be unlimited the CB zone. Director Miller indicated that more comments could be recorded at the public hearing.

**Motion** to schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6 moved by Commissioner Kristen Michal seconded by Commissioner Brandon Whitaker.

**AYES: ALL**

### [Sign Code Amendments](#)

Director Miller reviewed the proposed amendments and challenges associated with regulating signs.

Commissioner Hoen asked who polices this. Director Miller explained it would be enforced by city staff – a combination of Community Development, Public Works, and Code Enforcement. Code Enforcement and Public Works do the on-ground plucking of signs because they have the vehicles, flashing lights, and uniforms. The planners typically do the indoor work – the education, the writing, the phone calls. Planning has oversight over the sign code, but Code Enforcement pulls the signs and interacts with the public, if necessary, in the process. Commissioner Hoen expressed concern that some of the most obnoxious signs are the property owner signs which will still be allowed. Director Miller agreed but noted that the idea is to limit the sheer number of signs throughout the city, not to limit freedom of speech. Commissioner Hoen expressed concern that no one would follow the rules once they get close to election time. Director Miller replied that there would be a big push for education, especially with political candidates. Staff will be talking with every single candidate about the regulations ahead of time. She believes this will improve over time.

**Motion** to schedule a public hearing for Sign Code Amendments moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

**AYES: ALL**

## **CITY COUNCIL AGENDA ITEMS and MINUTES**

## **ADJOURNMENT**

The meeting was adjourned at 8:29 p.m.

Angela Gemmer for

Laurie Hugdahl, Recording Secretary

**NEXT MEETING – January 24, 2023**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

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

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** adding definitions for Open Space Active and Open Space Passive and amending the Open Space requirements for Planned Residential Developments and Residential Density Incentives provisions

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

**SUMMARY:**

Amendments are proposed to Marysville Municipal Code (MMC) Chapters 22A.020 Definitions, 22C.090 Residential Density Incentives, and 22G.080 Planned Residential Developments, in order to address concerns expressed by applicants and staff that some of the standards in these codes are unclear or vague resulting in confusion about what the expectations are and inconsistent application of the code. Residential density incentives are different public benefits, such as providing affordable housing or more open space, that applicants can voluntarily pursue in exchange for additional residential density beyond the base density for the zone. Residential density incentives are often pursued with Planned Residential Development (PRD) and multi-family projects to obtain more density. Planned Residential Developments are a type of residential development that allows for greater density than a standard subdivision and, in exchange, requires that additional amenities, improvements, and design elements such as open space, alternative access design (e.g. decorative paved auto courts), and landscaping be incorporated in the site design. The proposed amendments are outlined in greater detail in the attached memo.

At a duly advertised Public Hearing on January 10, 2023, the Planning Commission received testimony from the public and city staff and made a Recommendation to the City Council to adopt the Planned Residential Development Open Space and Residential Density Incentives amendments, by Ordinance.

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**ATTACHMENTS:**

[Memo, Ordinance and Exhibits - RDI and PRD Open Space Amendments](#)

## MEMORANDUM

**DATE:** January 31, 2023  
**TO:** City Council  
**FROM:** Angela Gemmer, Principal Planner  
**SUBJECT:** Residential Density Incentives (RDI) and Planned Residential Development (PRD) open space code amendments  
**ECC:** Haylie Miller, Community Development Director  
Chris Holland, Planning Manager

**Exhibit 1:** Residential Density Incentives (RDI) and Planned Residential Development (PRD) Open Space Ordinance  
**Exhibit 2:** PC Recommendation  
**Exhibit 3:** PC Minutes – December 13, 2022  
**Exhibit 4:** PC Minutes – January 10, 2023

Attached are proposed amendments to the Marysville Municipal Code (MMC) pertaining to Chapters 22A.020, *Definitions*, 22C.090, *Residential Density Incentives*<sup>1</sup> and 22G.080, *Planned Residential Developments*<sup>2</sup>. Staff and applicants have expressed concern regarding some of the standards in these codes being unclear or vague which has resulted in confusion about what the expectations are and inconsistent application of the code. The specific aspects of the code that are of concern have been discussed, and the following amendments are proposed to clarify expectations and promote more consistent application of the code:

### **Chapter 22A, *Definitions*.**

- MMC Section 22A.020.160 "*O*" *definitions*. The terms 'open space, active' and 'open space, passive' are used in the PRD code but are not defined.

### **Chapter 22C.090, *Residential Density Incentives*.**

- MMC Section 22C.090.040, *Density bonus recreation features*, outlines how recreational area can qualify as bonus units. Specific revisions include clarifying:

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<sup>1</sup> Residential density incentives are different public benefits that applicants can voluntarily pursue in exchange for additional residential density beyond the base density for the zone. Residential density incentives provide the community with public benefits that include, but are not limited to, higher quality or more open space, affordable housing, and funds that can be used to fill in missing pedestrian connections. Residential density incentives are often pursued with Planned Residential Development (PRD) and multi-family projects to obtain more density.

<sup>2</sup> Planned Residential Developments are a type of residential development that allows for greater density than a standard subdivision and, in exchange, requires that additional amenities, improvements, and design elements such as open space, alternative access design (e.g. decorative paved auto courts), and landscaping be incorporated in the site design.



- That either additional area (i.e. acreage or square feet) or amenities can be provided in excess of the standard code requirements to earn bonus units;
  - That the applicant must delineate which areas or amenities are proposed to satisfy the standard code requirements and which are proposed to earn bonus units;
  - What recreational amenities may be proposed to earn bonus units, and what amenities passive recreation areas must feature; and
  - The expectations for dual use recreation and storm water retention/detention areas including that accesses into the tract must serve as both an access and amenity (e.g. grasscrete, decorative pavers, basketball court, etc.) to contribute to earning bonus units. Obsolete language will also be omitted.
- MMC Section 22C.090.060, *Review process*, outlines the review process for residential density incentives. Specific revisions include amending:
- Vague language such as 'primary proposal' and 'reviewing authority' to specific language such as 'underlying land use project' and either 'hearing examiner' or 'community development director'; and
  - The direction provided to be more concise, and to indicate that the RDI may be administratively approved after the land use decision is issued (as this frequently occurs with projects).

**Chapter 22G.080, *Planned Residential Developments.***

- MMC Section 22G.080.100, *Open spaces*, outlines the open space requirements for Planned Residential Developments. Specific revisions include clarifying:
- That the same net project area used for determining density for the overall project must be used for determining the required open space. Certain projects have proposed using the density which maximizes density and minimizes open space; this amendment makes the expectation clear;
  - How the open space area should be calculated, and allowing for accesses into dual use recreation and storm water retention/detention areas to contribute towards open space if the access serves as both an access and amenity (e.g. grasscrete, decorative pavers, basketball court, etc.);
  - Which part of the perimeter landscaping can contribute to required open space;
  - Where the open space should be located;
  - That an exception should be allowed to the all-weather surface requirements for pathways that are unable to comply with Americans with Disabilities Act (ADA) requirements due to topography constraints;
  - What qualifies as small and large recreational amenities, how the amenities should be calculated, that at least one active amenity is needed, that tot lots require soft surfacing and a bench, etc.; and
  - Expectations for dual use recreation and storm water retention/detention areas including that: accesses into the tract must serve as both an access and amenity (e.g. grasscrete, decorative pavers, basketball court, etc.) to contribute to required open space.

Staff respectfully recommends that the City Council affirm the recommendation of the Planning Commission, and adopt the proposed Planned Residential Development (PRD) open space and Residential Density Incentives (RDI) amendments by Ordinance.

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT CODE (MMC TITLE 22), RELATING TO THE DEFINITIONS OF OPEN SPACE ACTIVE AND OPEN SPACE PASSIVE, PLANNED RESIDENTIAL DEVELOPMENT OPEN SPACE REQUIREMENTS, AND RESIDENTIAL DENSITY INCENTIVES INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.160, 22G.080.100, 22G.090.040 AND 22G.090.060.**

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

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

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

**WHEREAS**, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

**WHEREAS**, the City, in reviewing its development regulations, has determined that there is a need for definitions for Open Space Active and Open Space Passive, and revisions to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards; and

**WHEREAS**, the proposed amendments will establish definitions for the terms Open Space Active and Open Space Passive to ensure that there is a common understanding on what is meant by these terms; and

**WHEREAS**, the proposed amendments to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards will modify unclear or vague standards to promote a consistent application of the code; and

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

**WHEREAS**, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 11, 2023 (Material ID 2023-S-4707) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

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

**WHEREAS**, during a public meeting on December 13, 2022, the Planning Commission discussed proposed amendments related to Open Space Active and Open Space Passive definitions, Planned Residential Development (PRD) Open Space standards, and Residential Density Incentives (RDI) standards; and

**WHEREAS**, on January 10, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the proposed definitions for Open Space Active and Open Space Passive, and revisions to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards; and

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

**WHEREAS**, during the public meeting on February 13, 2023, the City Council discussed potential amendments related to definitions for Open Space Active and Open Space Passive, and revisions to the Planned Residential Development (PRD) Open Space and Residential Density Incentives (RDI) standards, and recommended approval of said changes; and

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

**Section 1. Amendment of Municipal Code Section 22A.020.160.** MMC Section 22A.020.160, entitled "O" definitions, is hereby amended by adding a definition for "Open space, active" as set forth in **Exhibit A**.

**Section 2. Amendment of Municipal Code Section 22A.020.160.** MMC Section 22A.020.160, entitled "O" definitions, is hereby amended by adding a definition for "Open space, passive" as set forth in **Exhibit B**.

**Section 3. Amendment of Municipal Code Section 22G.080.100.** MMC Section 22G.080.100, entitled Open spaces, is hereby amended as set forth in **Exhibit C**.

**Section 4. Amendment of Municipal Code Section 22G.090.040.** MMC Section 22G.090.040, entitled Density bonus recreation features, is hereby amended as set forth in **Exhibit D**.

**Section 5. Amendment of Municipal Code Section 22G.090.060.** MMC Section 22G.090.060, entitled Review process, is hereby amended as set forth in **Exhibit E**.

**Section 6. Required Findings.** The amendments to MMC Title 22 (consisting of amendments to MMC Sections 22A.020.160, 22G.080.100, 22G.090.040 and 22G.090.060 are consistent with the following required findings of MMC 22G.010.520:

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

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

**Section 7. Amendment Tracking.** MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

**"22A.010.160 Amendments.**

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	PRD Open Space and RDI Amendments	_____, 2023"

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

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

**Section 10. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

## EXHIBIT A

### 22A.020.160 "O" definitions.

"Open space, active" means an open space area that is of a grade and surface usable for recreation and provides amenities that promote recreational activities. Passive open space areas, and critical areas and buffers, do not qualify as active open space.

- (1) Active open space areas may feature, but are not limited, the following amenities:
- (a) golf course;
  - (b) swimming pool;
  - (c) basketball, tennis, pickleball, or similar courts or half-courts;
  - (d) skateboard facilities;
  - (e) baseball, football, soccer, or similar fields;
  - (f) disc golf;
  - (g) horseshoes, bocce, or similar lawn games;
  - (h) volleyball or similar net sports;
  - (i) tot lot with playground equipment (soft surface); or
  - (j) other similar amenities.

## **EXHIBIT B**

“Open space, passive” means an open space area that does not qualify as active open space but may be used for less intense uses such as walking, hiking, biking, picnicking, nature walks, and observation, or reserved in a natural or landscaped state.

## EXHIBIT C

### 22G.080.100 Open spaces.

(1) A minimum of 15 percent of the net project area shall be established as open space. The same net project area calculation used for determining the project's density shall be used for calculating required open space. Passive open space areas, as defined in MMC 22A.020.160, and critical areas and buffers, may be used to satisfy a maximum of 65 percent of the required open space. Thirty-five percent of the required open space shall be active open space, as defined in MMC 22A.020.160, and as outlined in subsection (2)(4)(e) of this section.

(a) Required yards, parking areas, driveways, access streets, and other accesses and required yards shall not qualify as are not considered to be open space for purposes of this section except as provided in subsection (3)(c);

(b) Fencing and/or landscaping shall separate, while maintaining visual observability of, recreation areas from public streets, adjacent lots, parking areas, and driveways, streets, and other accesses;

(c) Up to five feet of the perimeter landscaping around the active open space area may contribute to the active open space area requirement; provided that the perimeter landscaping:

(i) includes trees, shrubs, and groundcover that feature variation in texture and color, and a succession of blooms; and

(ii) is of the same grade as the overall active open space area.

(d) The active open space areas shall be calculated by drawing a boundary around the area(s) meeting the standards set forth in subsections (1) & (2), and deducting the ineligible areas outlined in subsections (1)(a)&(c) and (2).

~~(2) Open space and recreational facilities shall be owned, operated and maintained in common by the PRD property owners; provided, that by agreement with the city council, open space may be dedicated in fee to the public.~~

~~(3) The open space requirements outlined in subsection (1) of this section may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pools or tennis courts) are provided. If an open space reduction is proposed, detailed plans showing the proposed recreational facilities must be submitted with the preliminary site plan.~~

~~(2)(4) Active Open space areas excluding critical areas and buffers shall:~~

(a) Be of a grade and surface suitable for recreation;

(b) Be on the site of the proposed development;



(c) Be one continuous parcel if less than 3,000 square feet in size, not to be located in the front yard setback;

(d) Be situated and designed to be observable by the neighborhood residents, be centrally located within the project, and abut a neighborhood street unless determined to be infeasible or undesirable by the director. Fences on individual lots abutting the open space area may be up to six feet tall only if the top two feet are constructed as an open-work fence;

(e) Be accessible and convenient to all residents within the development.

~~(d)~~(f) Have no dimensions less than 30 feet (except trail segments).

~~(e)~~(g) Trail segments shall:

(i) Be a minimum of five feet in width;

(ii) Meet Americans with Disabilities Act (ADA) standards; and

(iii) Be improved with an appropriate all-weather surface (gravel surfacing is not considered an all-weather surface); provided that, an all-weather surface shall not be required where terrain precludes ADA access, or where an alternate surface is determined by the director to be preferable. Where an alternate surface is used, appropriate materials, edging, and compaction shall be provided; and

(iv) Trail segments that are being dedicated to the public, or connecting to a regional or city parks system trail, may be required to be increased in width or construction standard as determined by the parks, culture, and recreation director;

~~(e)~~(f) Include a minimum of one large recreational amenity or two small recreational amenities per one-quarter acre of active recreation space. The calculation of amenities shall be rounded up to the nearest one-quarter acre.

(i) Small recreational amenities include: disc golf; horseshoes, bocce, or similar lawn games; volleyball or similar net sports; commercial-grade benches; picnic tables; tot lot with small playground equipment (soft surface); and similar amenities; provided that, one bench equals one-half small recreational amenity

(ii) Large recreational amenities include commercial-grade multi-purpose, basketball, tennis, pickleball, or similar courts or half-sport courts; baseball, football, soccer, or similar fields; tot lot with large playground equipment (soft surface); gazebos; and similar amenities. A half sport court qualifies as one recreational amenity, and a full sport court qualifies as two recreational amenities.

(iii) A project must provide at least one amenity that promotes physical activity, and cannot provide only benches, picnic tables, or a gazebo.

(iv) When a tot lot is provided, at least one bench must be provided for each tot lot; however, the bench and tot lot shall qualify as separate amenities.

~~(v)(iii)~~ The community development director is specifically authorized to determine what qualifies as a recreational amenity, and whether the recreational amenity should be considered a small or large recreational amenity.

~~(f) Be situated and designed to be observable by the public; and~~

~~(g) Be accessible and convenient to all residents within the development.~~

(g) The community development director is authorized to allow deviations to the standards outlined in subsection ~~(2)(4)~~ of this section when the applicant has clearly demonstrated that the intent of these standards has been met.

(3) Dual use storm water retention/detention and/or recreation facilities shall meet the following design criteria:

(a) The facility shall be designed with emphasis as a recreation area, not a storm water control structure, and shall be designed as usable open recreation area.

(b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.

(c) The number of accesses shall be minimized, and the accesses shall be designed to serve as both an access and an amenity to qualify as open space. The following are examples of access treatments that would qualify as open space:

- (i) Grasscrete or equivalent as determined by the Public Works Director or designee;
- (ii) Decorative pavers; or
- (iii) Concrete or asphalt with a dual use including, but not limited to, sport court, hopscotch, meandering paved trails, etc.

(4) The open space requirements outlined in subsection (1) of this section may be reduced if substantial and appropriate recreational facilities (such as recreational buildings, swimming pools or tennis courts) are provided. If an open space reduction is proposed, detailed plans showing the proposed recreational facilities must be submitted with the preliminary site plan.

(5) Open space and recreational facilities shall be owned, operated and maintained in common by the PRD property owners; provided, that by agreement with the city council, open space may be dedicated in fee to the public.

## EXHIBIT D

### **22C.090.040 Rules for calculating bonus units for open space and recreational areas. ~~Density bonus recreation features.~~**

To qualify as bonus units, the recreational area (i.e. acreage or square feet) or amenities listed in this section must be provided in excess of the recreational area or amenities otherwise required ~~in this code~~ for the development.

(1) The applicant must clearly delineate and identify on the site and/or landscape plans which areas or amenities are proposed to satisfy the standard code requirements for the development, and which areas or amenities are proposed in excess of the standard code requirements to earn bonus units.

(a) Area. If additional land area (i.e. acreage or square feet) is provided for open space in excess of the standard code requirements, the applicant shall earn bonus units for the area (i.e. acreage or square feet) provided in excess of the standard code requirements for the project type. Passive and active open space shall be credited at the rates outlined in MMC 22C.090.030(4).

(b) Amenities. If an open space area provides additional amenities in excess of the standard code requirements, the applicant shall earn bonus units for the area or areas where additional amenities are provided. The applicant shall first calculate the amenities that are required for the project type. Additional amenities must be provided as described in section (2) and (3) below.

(2)(1) Active recreation features qualifying for a density bonus shall include:

(a) One or more of the following per half acre of open space:

~~(a) Multipurpose sport court;~~

~~(b) Basketball court;~~

~~(c) Tennis court;~~

(i) Multi-purpose, basketball, tennis, pickleball, or similar courts or half-courts;

(ii) Skateboard facilities;

(iii) Baseball, football, soccer, or similar fields;

~~(d)(iv) Large tot lot with play equipment (soft surface); or~~

~~(e)(v) Any other active recreation use approved by the director.~~

(b) Two or more of the following per half acre of open space:

(i) Disc golf, golf, or mini golf course;

(ii) Horseshoes, bocce, or similar lawn games;

- (iii) Volleyball or similar net sports;
- (iv) Small tot lot with play equipment (soft surface); or
- (v) Any other active recreation use approved by the director.

~~(3)~~(2) Passive recreation qualifying for a density bonus shall include one or more of the following per half acre of open space:

- (a) Open play areas when active amenities are not provided;
- (b) Pedestrian or bicycle paths;
- (c) Picnic areas with tables and benches;
- (d) Gazebos, benches and other resident gathering areas;
- (e) Community gardens or areas with enhanced landscaping;
- (f) Nature interpretive areas;
- (g) Waterfalls, fountains, or other water features streams; or
- (h) Any other passive recreation use approved by the director.

~~(4)~~(3) Design in ponds as Dual use storm water retention/detention and/or recreation facilities shall meet the following design criteria.

- (a) The facility shall be designed with emphasis as a recreation area, not a storm water control structure, and ~~The majority of the storm water retention/detention tract shall be designed as usable open recreation area.~~
- (b) Control structures shall not be prominently placed. Care should be taken to blend them into the perimeter of the recreation area.
- (c) The number of accesses shall be minimized, and the accesses ~~should~~ shall be ~~paved or~~ designed to serve as both an access and an amenity to qualify as open space. ~~For example, an access could be painted to allow for hopscotch or other recreational activities. The following are examples of access treatments that would qualify as open space:~~
  - (i) Grasscrete or equivalent;
  - (ii) Decorative pavers; or
  - (iii) Concrete or asphalt with a dual use including, but not limited to, sport court, hopscotch, meandering paved trails, etc.

~~(d) Ponds used as recreation areas shall have a curvilinear design with a shallow water safety bench.~~

## EXHIBIT E

### 22C.090.060 Review process.

(1) All RDI proposals shall be reviewed concurrently with the underlying land use project ~~a primary proposal to consider the proposed site plan and methods used to earn extra density~~ as follows:

(a) For the purpose of this section, ~~a primary proposal~~ the underlying land use project is defined as a proposed ~~rezone~~, subdivision or short subdivision, binding site plan, ~~or site plan, or conditional use permit~~ review;

(b) When the underlying land use project ~~primary proposal~~ requires a public hearing, ~~the public hearing on the primary proposal shall serve as the hearing on the RDI proposal, and the reviewing authority~~ the hearing examiner shall consider and make a consolidated decision on the proposed project development and use of RDI;

(c) When the underlying land use project ~~primary proposal~~ does not require a public hearing ~~under this title~~, the community development director shall administratively consider and make a consolidated decision on the proposed project development and use of RDI; and

(d) The community development director may approve revisions to the RDI proposal approved under subsections (b)&(c) above, as necessary, consistent with MMC 22G.010.260.

~~(d)(e)~~ (e) The notice for the underlying land use project shall include a description of the proposed RDI public benefit(s), the project's proposal also shall include the development's proposed density, and the number of bonus units to be earned and a general description of the public benefits offered to earn extra density.

(2) RDI applications that propose to earn bonus units by dedicating real property or public facilities shall include a letter from the applicable receiving agency certifying that the proposed dedication qualifies for the density incentive and will be accepted by the agency or other qualifying organization. The city of Marysville shall also approve all proposals prior to granting density incentives to the project. The proposal must meet the intent of the RDI chapter and be consistent with the city of Marysville comprehensive plan.

(3) The following are required for RDI applications that propose to earn bonus units using green building techniques:

(a) At the time of preliminary land use (subdivision, short subdivision, binding site plan or site plan) application, the applicant shall:

(i) Identify the green building program being used, and the name of the third-party reviewer, if applicable;

(ii) Identify the lots that will use the green building techniques; and

(iii) Provide a completed draft green building program (e.g., Built Green) checklist identifying the green building techniques to be used.

(b) At the time of building permit application, the applicant shall:

(i) Check the "green building" box on the combined building permit application;

(ii) Provide the name of the green building program being used, and the name of the third-party reviewer, if applicable; and

(iii) Provide a completed green building program checklist identifying the green building techniques to be used with each house model.

(c) Within 120 days of final building inspections being granted, or a certificate of occupancy being issued, the applicant shall provide the city with a copy of the green building certification.

## **PC Recommendation – Planned Residential Development Open Space and Residential Density Incentive Amendments**

The Planning Commission of the City of Marysville, having held a public hearing on January 10, 2023, in review of amendments to the Marysville Municipal Code (MMC) pertaining to: the addition of new definitions for "Open space, active" and "Open space, passive" to MMC 22A.020.160 "O" definitions; amendment of MMC 22G.080.100, *Open spaces*, of Chapter 22G.080 MMC, *Planned Residential Developments*; and amendment of MMC 22C.090.040, *Density bonus recreation features*, and 22C.090.060, *Review process*, of Chapter 22C.090 MMC, *Residential Density Incentives*, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### **FINDINGS:**

1. The Planning Commission held public work sessions in review of the amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, on December 13, 2022.
2. The proposed amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, is exempt from State Environmental Policy Act review under WAC 197-11-800(19).
3. Community Development Staff submitted the DRAFT amendments relating to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, to the State of Washington Department of Commerce (DOC) for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the DOC acknowledging receipt of the DRAFT amendments related to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, on January 11, 2023 and processed with Submittal ID 2023-S-4707. No comments were received from State Agencies.
5. The Planning Commission was provided public comments received throughout the review process and took into consideration testimony received from staff and the public at the duly advertised public hearing held on January 10, 2023.

### **CONCLUSION:**

At the public hearing, the Planning Commission recommended adopting the proposed amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*.

### **RECOMMENDATION:**

Forwarded to City Council as a recommendation to adopt the proposed amendments to MMC 22A.020.160 "O" definitions, Chapter 22G.080, *Planned Residential Developments*, and Chapter 22C.090, *Residential Density Incentives*, by the Marysville Planning Commission this 10<sup>th</sup> day of January 2023.

By: \_\_\_\_\_  
Steve Leifer, Planning Commission Chair



**Meeting Minutes  
December 13, 2022**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the December 13, 2022 Planning Commission meeting to order at 6:30 p.m.

**Present:** Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Jerry Andes

**Absent:** Commissioner Roger Hoen, Commissioner Kristen Michal

**Staff:** Community Development Director Haylie Miller, Principal Planner Angela Gemmer

**APPROVAL OF MINUTES (November 29, 2022)**

This item was continued to the next meeting due to lack of a quorum.

**AUDIENCE PARTICIPATION (for topics not on the agenda)**

Councilmember Kelly Richards expressed appreciation to the Planning Commission for all they do and wished them Merry Christmas and Happy Holidays.

Paul Galovin expressed concern about the housing issue going on in Marysville. He stated he has a relative looking for Section 8 housing, and the waiting period is from 18 months to 2 1/2 years in Marysville. This has resulted in him deciding to look elsewhere. He stated that Marysville needs options for first time home buyers and low income residents. He suggested looking at high capacity living and mixed use options such as multifamily units with childcare on the bottom near transit. Environments like this exist in places like Renton and Bellevue. He explained he has a lot of work experience in this area and is willing to share his thoughts. Chair Leifer asked for his opinion about this type of development on a high intensity traffic corridor compared to a concern about walkability. Mr. Galovin acknowledged this can be an issue. He recommended creating pathways in high traffic areas. Mixed use up against a large park or a large fixed land area (such as Twin Lakes or a soccer field) is ideal to escape the high traffic areas. If

there is no such adjacent area the pathways need to be larger, and the driving areas need to have guided on and off routes with raised curbs.

## **OLD BUSINESS**

- **Community Business - Lakewood potential map amendments**

Director Miller explained that staff has been getting a lot of inquiries about doing multifamily-only developments in the Community Business (CB) zone in this area which does not appear to be consistent with the original vision for the area. She reviewed the existing zoning and some background on the area. She explained that most of the area south of 156th Street NE is tribally owned. Staff is proposing leaving those as is.

Chair Leifer wondered if the Tribes might be open to joint consideration of a zone in that area. He thought there should be some dialogue around this to see what their position is on this area. Since this is a strategic location, it should be utilized to its highest and best use. Director Miller stated that staff could initiate some dialogue with tribal planners, but she thinks that this would likely be a separate issue at this point.

Staff is recommending that the Planning Commission consider three proposed land use scenarios provided by staff for the Community Business (CB) zoned properties:

1. Rezone less than 10 acres of property from CB to R-12 (multi-family, low density) north of the future 19th Avenue NE and west of 30th Avenue NE while retaining CB zoning in all other areas.
2. Rezone less than 10 acres of property from CB to Mixed Use (MU) north of the future 19th Avenue NE and west of 30th Avenue NE while retaining CB zoning in all other areas.
3. Allow the ability for a developer's agreement to be established to Master Plan the area north of 156th Street NE and west of 30th Avenue NE.

Discussion:

Vice Chair Whitaker asked if anyone has expressed interest in the developer agreement option. Director Miller replied that they have not, but staff hasn't reached out to anyone about this. She noted it would allow more flexibility than the CB zone; she thought applicants would be amenable to it.

Chair Leifer asked how broad the type of use allowed would be with a developer agreement. Director Miller thought it would need to stay with multifamily within the desired density or the commercial uses allowed in the CB zone. Chair Leifer thought this would make sense. He commented on the effort to try to keep the residential uses down in this area and pointed to the need for more residential in the city as discussed earlier by Mr. Galovin. He wonders why the Council is having a hard time with high density residential above the CB. He thinks the businesses would be frequented by and benefit from having more residents living above them. Director Miller thought the interim regulations by Council were just to set a cap while they find a strategic way to change

the zone. She noted that the concern is that the buildings would be constructed with as little commercial as possible and with maximum residential. If there was full commercial buildout she didn't think it would be a concern. Chair Leifer noted that the more activity there is above the first floor the easier it will be for the developer to put the project together and bear the brunt of potentially having empty retail space on the bottom floor.

Commissioner Andes thought it made more sense to require CB to R-12 if they want to avoid all apartments. He liked the idea of the developer agreement, but wondered why they wouldn't want to do the same thing to the east of that.

Vice Chair Whitaker thought that retaining the commercial element is important, but allowing residential above it can help validate the commercial. He referred to Mr. Galovin's comments about successful multi-use development being backed up by green space. He noted that just north of this area is Twin Lakes Park. With the interchange coming over from 156<sup>th</sup>, he imagines bus lines will be coming over in the future.

There appeared to be agreement not to limit the density of multifamily above commercial in that area. Chair Leifer remarked that with proximity to the freeway, traffic would not be a concern. Vice Chair Whitaker commented that a developer agreement would likely have a height limit so there would be a ceiling to the amount of residential. Director Miller indicated staff could bring some of those specifics back to vet out at the next meeting.

Director Miller summarized the discussion: The developer agreement for a master plan may be an option to explore further. Staff will contact the Tribes to see if there is a global approach they can take to the area. If that doesn't work out, staff would highly recommend just leaving that zoning CB. For the developer agreement, right now it would be west of 30th Avenue NE. There was one suggestion to extend it to the other parcel. This could be possible if it was stated that commercial needs to be along the first floor along all the arterials or something similar. Staff recommends making a decision soon because the moratorium was extended in November. Staff will come back with a more fine-tuned option related to a developer agreement in January.

Paul Galovin expressed appreciation for the discussion and agreed that Twin Lakes is a great opportunity to harness from the developer options there. He thanked the Planning Commission for their dedication to the City and the work they are doing.

## **NEW BUSINESS**

- **Residential Density Incentive and Planned Residential Development open space amendments**

Principal Planner Gemmer discussed proposed amendments to the Residential Density Incentive code and the Planned Residential Development code. The proposed amendments are intended to make the code more understandable to the internal review staff and to the developers so there is more consistency and predictability.

Chapter 22A, Definitions:

- New definitions for 'open space, active' and 'open space, passive'

Chapter 22C.090, Residential Density Incentives:

- Clarification that either surplus square footage/acreage or surplus amenities would both be eligible to qualify for residential density incentives.
- An expectation that the applicant must delineate which areas or amenities are proposed to satisfy the standard code requirements and which are proposed to earn bonus units.
- Clarification about what recreational amenities may be proposed to earn bonus units, and what amenities passive recreation areas must feature.
- The expectations for dual use recreation and storm water retention/detention areas including that accesses into the tract must serve as both an access and amenity to contribute to earning bonus units. Obsolete language will also be omitted.

MMC Section 22C.090.060, Review process:

- Vague language such as 'primary proposal' and 'reviewing authority' will be changed to specific language such as 'underlying land use project' and either 'hearing examiner' or 'community development director'.
- The direction provided will be amended to be more concise, and to indicate that the RDI may be administratively approved after the land use decision is issued.

Chapter 22G.080, Planned Residential Developments, MMC Section 22G.080.100, Open Spaces:

- Clarify that the same net project area used for determining density for the overall project must be used for determining the required open space.
- How the open space area should be calculated, and allowing for accesses into dual use recreation and storm water retention/detention areas to contribute towards open space if the access serves as both an access and amenity.
- Which part of the perimeter landscaping can contribute to be required open space.
- Where the open space should be located.
- That an exception should be allowed to the all-weather surface requirements for pathways that are unable to comply with Americans with Disabilities Act (ADA) requirements due to topography constraints.
- What qualifies as small and large recreational amenities, how the amenities should be calculated, that at least one active amenity is needed, that tot lots require soft surfacing and a bench, etc.
- Expectations for dual use recreation and storm water retention/detention areas including that: accesses into the tract must serve as both an access and amenity to contribute to required open space

Ms. Gemmer explained that staff would like to schedule a hearing for January 10.

Chair Leifer had the following questions:

- He asked about calculation of open spaces relative to accesses and asked if it is any access or just access to the tract. Ms. Gemmer explained the only accesses that could potentially be credited toward the open space area would be the access into the open space area. The access cannot be counted anywhere that traffic is planned.
- Residential Density Incentive Code Amendments, item 2, under B - Why are items listed a through e crossed out? Ms. Gemmer explained they were reorganized and show up again in the new item B.
- Credits or bonus units for green building - How is the additional bonus calculated based on green units? Ms. Gemmer explained there is a table for all the bonus incentives with different green building standards. There is a checklist the applicant fills out to show they have met different levels of Built Green or LEED. The building staff reviews this and credits the appropriate amount of bonus units.

Vice Chair Whitaker asked if the goal is to eventually move away from retention ponds in favor of underground methods. Ms. Gemmer confirmed that the recent trend has been to use vaults with some sort of open space like a tot park on top.

The Planning Commission was unanimously in approval of moving toward a public hearing.

**Motion** to move the Residential Density Incentive and Planned Residential Development open space amendments to a public hearing moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

Vice Chair Whitaker noted that the city sign at the entrance of their retention pond area in his neighborhood had been tagged. He reached out to the City to see what can be used to clean it but has not gotten a response. Staff indicated they would follow up. He had also noted that someone had dropped off a treadmill in the area, but someone else has picked it up.

Chair Leifer asked about commissioner interviews. Director Miller explained they have conducted three out of ten interviews. She was impressed with all three candidates, but they have seven more to go. She is optimistic they will get two good commissioners to join the group.

Director Miller wished everyone happy holidays and noted they have a very full year coming up. She expressed appreciation to the Planning Commission for all they do and the time they put in, especially as volunteers.

Chair Leifer wished everyone Merry Christmas and stated it is great to work with the group.

## **ADJOURNMENT**

**Motion** to adjourn the meeting at 7:50 p.m. moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

The meeting was adjourned at 7:50 p.m.

Angela Gemmer for  
Laurie Hugdahl, Recording Secretary

**NEXT MEETING – January 10, 2023**

Planning  
Commission



501 Delta  
Marysville, WA 98270

**Meeting Minutes  
January 10, 2023**

**CALL TO ORDER / ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. and welcomed the two new commissioners, Shanon Jordan and Zebo Zhu. The new commissioners introduced themselves.

**ROLL CALL**

**Present:** Chair Steve Leifer, Commissioner Roger Hoen, Commissioner Jerry Andes, Commissioner Brandon Whitaker, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

**Staff:** Community Development Director Haylie Miller, Principal Planner Angela Gemmer

**APPROVAL OF MINUTES**

**Motion** to approve the December 13, 2022 Planning Commission meeting minutes moved by Commissioner Jerry Andes seconded by Commissioner Brandon Whitaker.

**VOTE: Motion carried 3 - 0**

**AYES:** Chair Steve Leifer, Commissioner Jerry Andes, Commissioner Brandon Whitaker

**ABSTAIN:** Commissioner Roger Hoen, Commissioner Kristen Michal, Commissioner Zebo Zhu, Commissioner Shanon Jordan

It was noted that the November 29 minutes still needed to be approved because there was not a quorum at the December 13 meeting. Principal Planner Gemmer stated she would include those on the next agenda.

**AUDIENCE PARTICIPATION**

None

**PUBLIC HEARINGS**

## Hearing 1 - Residential Density Incentive and Planned Residential Development open space amendments

Principal Planner Gemmer reviewed this item regarding proposed amendments to the Residential Density Incentive code and the Planned Residential Development Open Space code. The amendments were generated by staff in response to feedback received from the building community and from new planning staff.

Commissioner Michal asked if the exemption for pieces that are unable to comply with ADU due to topographical constraints would present any future liability issues. Principal Planner Gemmer did not think so, but indicated she would confirm that with the City Attorney.

Commissioner Whitaker asked about Planned Residential Development code amendment number 5, which talks about a situation where the open space may be dedicated in fee to the public. Principal Planner Gemmer explained that this refers to a situation where the open space is transferred to the City to own and maintain.

Commissioner Zhu asked about the definition of small recreational amenities. He wondered why volleyball was on the small amenity list, but basketball was on the large amenity list. Ms. Gemmer explained it was somewhat subjective and based on how much improvement is being made. She noted that ultimately the Director would have the authority to determine what constitutes a small or a large amenity.

Commissioner Hoen commented he has suggested the dual use of water retention and sports multiple times in the past and was told it wasn't possible. He asked what has changed. Ms. Gemmer recalled the discussions and noted that retrofitting existing storm water detention facilities would be cost prohibitive and require a lot of engineering. However, for new developments, if developers are unable to provide infiltration they often opt to put in a vault with a park on top to maximize space.

The public hearing was opened at 6:53 p.m. Comments were solicited. There were none. The hearing was closed at 6:53 p.m.

**Motion** to forward the Residential Density Incentive and Planned Residential Development open space amendments to Council with a recommendation for approval moved by Commissioner Brandon Whitaker seconded by Commissioner Kristen Michal.

**AYES: ALL**

## Hearing 2 - Public notice requirements for land use applications

Principal Planner Gemmer reviewed this item. The main change would be to eliminate the requirement to post at the library, city hall, and post office) and eliminate posting on Channel 21. Instead, there will be a requirement to post on the City's website, in the newspaper, with direct mailings or on Pending Land Use Action signs on the project site. Director Miller and other staff have been working on other ways to notice such as



QR codes on signs. Additionally, there have been some organization and cleanup amendments.

Commissioner Zhu asked why bed and breakfasts were called out specifically. Ms. Gemmer was not sure, but thought it was because they were so uncommon. Commissioner Zhu asked if they actually measure the 300 feet. Ms. Gemmer explained that GIS is used. She explained how software is used to determine properties within 300 feet of the property for notices.

Chair Leifer suggested public notices should be easy to find right from the City's home page. Director Miller agreed.

Commissioner Jordan suggested having the website address listed in addition to the QR code on notice signs.

Commissioner Zhu asked about posting in high traffic areas like grocery stores. Director Miller explained they prefer to encourage people to come to city hall or go online. If there is a project in someone's vicinity, they will receive notifications. There is also signage on sites.

Chair Leifer opened the public hearing at 7:13 p.m. and solicited public comments. Seeing none the hearing was closed at 7:14 p.m.

**Motion** to forward the Public Notice requirements for land use applications to Council with a recommendation for approval moved by Commissioner Kristen Michal seconded by Commissioner Jerry Andes.

**AYES: ALL**

## **OLD BUSINESS**

### [Community Business - Lakewood potential map amendments](#)

Director Miller reviewed this topic. Staff recommends that the Community Business zone density be modified citywide to allow for a base density of 12 units per gross acre with the ability to increase density up to 18 units per acre by utilizing Residential Density Incentives (RDI). Staff believes that this provides a moderate amount of density while maintaining the original intent of the CB zone which is to be primarily commercial in nature. Staff further recommends that Option 4 (Exhibit 6) also be considered for approval to allow an applicant to pursue a horizontal mixed use development within the Community Business zone in Lakewood Neighborhood Planning Area 1. Staff recommends that the Planning Commission schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6.

Chair Leifer asked about the limits of the developer agreement. Ms. Gemmer explained that it would only apply to the CB zone in the Lakewood neighborhood planning area. The intent would be to afford additional flexibility if a developer wanted to propose a master plan. It would potentially enable the applicant to shift from vertical mixed use to horizontal mixed use. Everything else about the zone remains the same. There would still need to be a commercial component but there is more flexibility in how it could be executed. Chair Leifer asked why they wouldn't go all the way to the railroad tracks. He thinks that block should all be the same with plenty of commercial. Ms. Gemmer explained that the piece referred to by Chair Leifer is scheduled to be rezoned from CB to R-12 with a pending land use action. Director Miller explained she thinks the proposal is a good option because it holds the line on the existing zoning with the opportunity of doing horizontal mixed use. Chair Leifer thinks it is a mistake to limit what can go on above commercial to 18 units. He thinks this is necessary to offset the cost of commercial. Director Miller explained that this can be re-examined in the future, but at this point they just need to make a policy decision.

Commissioner Zhu asked why they wanted to limit residential in that area. Director Miller explained some of the history and staff's reasoning for this.

Commissioner Michal asked if limiting density in this area might encourage more development in the downtown area. Director Miller agreed that this is another reason for limiting density; the City wants the highest densities downtown.

Commissioner Whitaker asked about the reasoning for allowing the possibility of horizontal mixed use rather than limiting it to just vertical mixed use. Director Miller explained it had to do with the site topography, the unique location with respect to I-5, and the fact that the interchange will go through this property. It was also an effort to offer flexibility as requested previously by the Planning Commission.

Commissioner Whitaker commented that the City wants to protect single family and also concentrate development along corridors. He thinks that having a high residential component here is an opportunity to do that. Director Miller agreed that vertical mixed use would be the number one goal, but horizontal would also be an option.

Commissioner Whitaker asked for clarification that the change to the CB zone would be citywide. Director Miller confirmed this.

Commissioner Jordan also spoke in favor of not limiting the residential in order to maximize the amount of housing in that section, especially for this one piece. Director Miller commented that the zone is meant to be commercial. It doesn't do any favors to the other areas of the city where they want high density to happen to allow high densities here. She recommended that staff bring it forward to a public hearing and allow the Planning Commission to make a recommendation. She noted that staff would remain firm in their recommendation.

Commissioner Whitaker wondered how impactful unlimited height in the CB zone would be for downtown. He noted that downtown is already built and asked if there has been a lot of interest in building up in downtown. Director Miller replied that staff is hopeful that downtown will build up as high as possible. Ms. Gemmer explained there is a lot more flexibility with height in the downtown area than the CB zone. She noted that there are only two properties in the CB zone that realistically would lend themselves to potentially having multifamily. One would be the triangle piece under discussion and the other would be at the intersection of 84th Street and Highway 9. Most of the other CB pieces have existing commercial uses.

Chair Leifer suggested allowing market forces to work rather than trying to force development. He wanted to make it clear to the Council that at least two commissioners strongly felt that the density above commercial should be unlimited the CB zone. Director Miller indicated that more comments could be recorded at the public hearing.

**Motion** to schedule a public hearing to consider approving land use Option 4 (Exhibit 6), and the recommended base density of 12 units per gross acre with the ability to increase up to 18 units per gross acre with utilization of the City's Residential Density Incentive program throughout the CB zone as outlined in Exhibit 6 moved by Commissioner Kristen Michal seconded by Commissioner Brandon Whitaker.

**AYES: ALL**

### Sign Code Amendments

Director Miller reviewed the proposed amendments and challenges associated with regulating signs.

Commissioner Hoen asked who polices this. Director Miller explained it would be enforced by city staff – a combination of Community Development, Public Works, and Code Enforcement. Code Enforcement and Public Works do the on-ground plucking of signs because they have the vehicles, flashing lights, and uniforms. The planners typically do the indoor work – the education, the writing, the phone calls. Planning has oversight over the sign code, but Code Enforcement pulls the signs and interacts with the public, if necessary, in the process. Commissioner Hoen expressed concern that some of the most obnoxious signs are the property owner signs which will still be allowed. Director Miller agreed but noted that the idea is to limit the sheer number of signs throughout the city, not to limit freedom of speech. Commissioner Hoen expressed concern that no one would follow the rules once they get close to election time. Director Miller replied that there would be a big push for education, especially with political candidates. Staff will be talking with every single candidate about the regulations ahead of time. She believes this will improve over time.

**Motion** to schedule a public hearing for Sign Code Amendments moved by Commissioner Jerry Andes seconded by Commissioner Shanon Jordan.

**AYES: ALL**

### CITY COUNCIL AGENDA ITEMS and MINUTES

## ADJOURNMENT

The meeting was adjourned at 8:29 p.m.

Angela Gemmer for

Laurie Hugdahl, Recording Secretary

**NEXT MEETING – January 24, 2023**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** February 6, 2023

**SUBMITTED BY:** CD Director Haylie Miller, Community Development

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** to adopt Planning Commission’s recommendation related to code amendments proposed for MMC Chapter 22C.160, Signs, and MMC Chapter 22A.020, Definitions

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

**SUMMARY:**

The city has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear in one location. Temporary signs do not require a permit unlike permanent signs. Some additional minor amendments to the sign code, as described below, are also proposed. The draft changes in the Attached Ordinance would:

- limit the duration for signs directed at a specific event,
- require the permission of the abutting property owner to place a temporary sign,
- prohibit off-premises general business signs,
- reestablish a freestanding sign height for the Downtown Commercial (DTC) zone,
- modify the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and
- provide further clarification on which zones do not allow pole or pylon signs.

The Marysville Planning Commission held a duly advertised public hearing on January 24, 2023, and recommended that the City Council adopt the proposed amendments (see Attachments 2 and 3).

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**ATTACHMENTS:**

[1 Ordinance final.docx.pdf](#)

[2 PC DRAFT Minutes-012423.docx.pdf](#)

[3 PC Recommendation-Temporary Signs-CA22001.pdf](#)

**CITY OF MARYSVILLE**  
**Marysville, Washington**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO AMENDMENTS TO THE MARYSVILLE MUNICIPAL CODE RELATING TO THE SIGN CODE, INCLUDING AMENDMENTS TO MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170 and 22C.160.260.**

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

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

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

**WHEREAS**, the City of Marysville regularly updates development standards to address changing needs and to maintain compliance with changes in Washington State (State) laws; and

**WHEREAS**, the City has experienced an increase in temporary signs, particularly in the right-of-way. The proliferation of these signs compromises the City's goal of preserving aesthetic value and also can distract drivers, particularly when masses of signs appear in one location; and

**WHEREAS**, temporary signs do not require a permit unlike permanent signs; and

**WHEREAS**, reestablishing a freestanding sign height for the Downtown Commercial (DTC) zone (formerly Downtown Commercial zone) and modifying the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and providing further clarification on which zones do not allow pole or pylon signs will make sign regulations more consistent throughout the city; and

**WHEREAS**, on January 24, 2023, the Marysville Planning Commission held a duly-advertised public hearing, and recommended that the City Council adopt the Proposed Amendments; and

**WHEREAS**, during the public meeting on February 13, 2023 the City Council discussed potential amendments related to the Sign Code in MMC 22C.060 and Definitions in MMC 22A.020 and recommended approval of said changes; and

**WHEREAS**, the City of Marysville has submitted proposed development regulation revisions to the Washington State Department of Commerce on January 19, 2023 (Material ID 2023-S-4725) seeking expedited review under RCW 36.70A.106(3)(b) and in compliance with the procedural requirements of RCW 36.70A.106; and

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

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

**Section 1. Amendment of Municipal Code Section 22A.020.080.** MMC Section 22A.020.080, entitled "G" definitions, is hereby amended as set forth in **Exhibit A**.

**Section 2. Amendment of Municipal Code Section 22A.020.210.** MMC Section 22A.020.210, entitled "T" Definitions, is hereby amended as set forth in **Exhibit B**.

**Section 3. Amendment of Municipal Code Section 22C.160.080.** MMC Section 22C.160.080, entitled Exemptions, is hereby amended as set forth in **Exhibit C**.

**Section 4. Amendment of Municipal Code Section 22C.160.150.** MMC Section 22C.160.150, entitled Residential zones, is hereby amended as set forth in **Exhibit D**.

**Section 5. Amendment of Municipal Code Section 22C.160.170.** MMC Section 22C.160.170, currently entitled Freestanding, is hereby amended as set forth in **Exhibit E**.

**Section 6. Amendment of Municipal Code Section 22C.160.260.** A new MMC Section 22C.160.260, entitled Temporary and special event signs, is hereby amended as set forth in **Exhibit F**.

**Section 7. Required Findings.** The amendments to Marysville Municipal Code sections 22A.020.080, 22A.020.210, 22C.160.080, 22C.160.150, 22C.160.170, 22C.160.260 and are consistent with the following required findings of mmc 22G.010.520:

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

**Section 8. Amendment Tracking.** MMC Section 22A.010.160, entitled "Amendments," is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City's Unified Development Code (all unchanged provisions of MMC 22A.010.160 remain unchanged and in effect):

**"22A.010.160 Amendments.**

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

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Sign Code	_____, 2023"



**Section 9. 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 10. Corrections.** Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

**Section 11. Effective Date.** This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_  
(5 days after publication)

## Exhibit A

### **22A.020.080 "G" definitions.**

"General advertising sign" is a sign which directs attention to a business, commodity, industry, or other activity which is sold, offered, or conducted elsewhere than on the premises or abutting premises upon which the sign is located, or to which it is affixed.

## Exhibit B

### **22A.020.210 "T" definitions.**

~~"Temporary and special event signs" means a sign placed on a structure or the ground for a specifically limited period of time as provided in MMC 22C.160.260.~~

"Temporary sign" means any sign; poster; placard; stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability or rot prevention; banner; pennant; valance; or advertising display constructed of cloth, paper, canvas, cardboard, or other light nondurable materials used temporarily and is not permanently mounted, painted or otherwise affixed to a permanent structure or building. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible plastics, foamcore board, and/or signs painted with water soluble paints or chalks. Signs made of other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. "Temporary sign" also includes a portable sign made of wood, metal, plastic, or other durable material that is not attached to the ground or a structure. This definition includes sandwich boards, and portable reader boards if placed on private property. This definition also includes trailered signs. Signs placed on public or street right-of-way, including public sidewalks, require a sign permit under this chapter.

## Exhibit C

### **22C.160.080 Exemptions.**

The following signs are exempted from obtaining a sign permit, but must comply with all other requirements of this chapter and with the specific requirements set forth below for each type of sign:

- (1) A change in the face of the sign or advertising copy of an existing, legally permitted sign.
- (2) Temporary and special event signs meeting the requirements of MMC 22C.160.260.
- ~~(3) On-premises and portable commercial or real estate signs meeting the requirements of MMC 22C.160.260(5) and (6).~~
- ~~(4) Political signs meeting the requirements of MMC 22C.160.260(7).~~
- (53) Nonelectric signs not exceeding four square feet per face, which are limited in content to the name of occupant and address of the premises in a residential zone.
- ~~(64)~~ Instructional signs located on private property, not exceeding six square feet per sign; provided, that foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- ~~(75)~~ Menu signs located on private property. Foundation, anchorage, attachments and other structural support of the sign and electrical connection require construction permits.
- ~~(8) Seasonal decorations. Reasonable seasonal decorations within an appropriate holiday season or during a festival are exempt from this section as long as such displays are removed promptly at the end of the holiday season or festival.~~
- (96) Sculptures, fountains, benches, lighting, mosaics, murals, landscaping and other street furniture and design features, which do not incorporate advertising or identification.
- ~~(107)~~ Signs not visible from public way. Exterior and interior signs or displays not intended to be visible from streets or public ways, signs in the interior of a building more than three feet from the closest window and not facing a window, window displays and point of purchase advertising displays such as vending machines.
- ~~(118)~~ Traffic or other municipal signs, signs required by law or emergency services, railroad crossing signs, legal notices, and any temporary signs specifically authorized by the city council or authorized under policies and procedures adopted by the city council.
- ~~(129)~~ Signs of public utility companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities or of public telephones.

(~~13~~10) Memorial signs or tablets, names of buildings, stained glass windows and dates of erection when cut into the surface of the facade of the building or when projecting not more than two inches.

(~~14~~11) Incidental signs, including, but not limited to, "no trespassing," "no dumping," "no parking," "private," signs identifying essential public needs (i.e., restrooms, entrance, exit, telephone, etc.) and other information warning signs, which shall not exceed three square feet in surface area.

(~~15~~12) Flush-mounted wall signs which are used to identify the name and address of the occupant for each dwelling, provided the sign does not exceed two square feet in sign area.

(~~16~~13) Gateway entrance signs. Gateway entrance signs that comply with the city of Marysville gateway master plan. Foundation, anchorage, attachments and other structure support of the sign and electrical connection require building permits.

(~~17~~14) Public way finding, directional, and interpretive signs. Foundation, anchorage, and other structure support of the sign and electrical connection require building permits.

## Exhibit D

### **22C.160.150 Residential zones.**

In addition to all other provisions of this chapter, the following development standards apply in residential zones and on residentially developed properties, including residentially zoned and residentially developed properties within the downtown master plan area:

- (1) The total combined area of all nonexempt signs, ~~except temporary signs,~~ on any lot in a residential zone shall not exceed nine square feet, except as provided in subsections (7) through ~~(1210)~~ of this section.
- (2) All dwelling units in residential districts shall display house numbers readable from the street.
- (3) Illumination from or upon signs shall be shaded, shielded, directed or reduced so that the light intensity or brightness does not affect the enjoyment of residential property in the vicinity in any substantial way.
- (4) Freestanding pole, or pylon, signs are prohibited.
- (5) Roof signs are prohibited.
- (6) ~~No portion of a sign shall be in, or project over, a public right-of-way, and the minimum setback shall be located closer than 10 5 feet to an internal~~ from all property lines unless attached to a fence. Signs shall not create a sight distance obstruction or any other safety hazard, and if attached to a fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.
- (7) Each entrance to a subdivision or multifamily development may have a monument sign up to 32 square feet in area, per face, or two single-faced signs of not more than 16 square feet each. These signs shall be located outside the public right-of-way so as not to create a visual obstruction for motorists or pedestrians. The height of such signs shall not exceed five feet.
- (8) Existing recreation/cultural land uses (i.e., park, community center, library, church, etc.) and education services (i.e., public and private schools), not reviewed through the conditional use provisions outlined in subsection (10) of this section, may have one monument sign per street frontage up to 32 square feet in area, per face. The height of such signs shall not exceed five feet and shall comply with the development standards outlined in MMC 22C.160.170. In addition, a maximum of 32 square feet of permanent wall signage shall be allowed on the primary and secondary building frontage(s). Wall signs shall comply with the development standards outlined in MMC 22C.160.160.

(9) Home occupation, day care and adult family home signs shall not exceed three square feet and shall be wall signs, monument signs or mounted to a fence. Signs mounted to a fence shall comply with the provisions outlined in subsection (6) of this section.

(10) Signs for conditional uses permitted in residential zones shall be approved as part of the applicable conditional use permit and shall not be otherwise restricted by the provisions of this section.

(11) ~~Temporary sale signs (garage sale, estate sale, etc.) may be displayed no more than three days prior to the event and shall be removed 24 hours after the event is completed. There shall be no more than two such events advertised for any residence per year~~ are permitted in compliance with MMC 22C.160.260.

~~(12) Real estate for sale or for rent signs are permitted pursuant to MMC 22C.160.260(5) and (6).~~

## Exhibit E

### 22C.160.170 Freestanding signs.

(1) The basic allowance for freestanding signs shall be limited to one square foot of sign area for each lineal foot of street frontage not to exceed 200 square feet of sign area per street frontage and 75 square feet per sign face.



(2) The maximum height of freestanding signs is outlined in Table 1; provided, that monument signs shall not exceed 12 feet in height. Additionally, when the regulations of a subarea, master plan or special overlay district conflict, unless specifically indicated otherwise, the regulations of the subarea, master plan or special overlay district shall supersede the height requirements outlined in Table 1.

**Table 1: Freestanding Signs – Maximum Height**

Zoning District												
NB	CB	CB-WR	GC	DC	DTC	MS	FLEX	MU	LI	GI	REC	P/I
4 feet	25 feet	12 feet	25 feet	6 feet	12 feet	6 feet	6 feet	12 feet	25 feet	25 feet	4 feet	15 feet

(3) No portion of a freestanding sign shall be in, or project over, a public right-of-way, and the minimum setback shall be five feet, subject to sight distance review at intersections and driveways.

(4) Single-occupancy complexes are allowed one freestanding sign per street frontage.

(5) Multi-occupancy complexes are allowed one freestanding sign per access driveway for the complex. However, multi-occupancy complexes with only one access driveway shall be allowed one additional freestanding sign, as long as the freestanding sign advertises a different business or businesses located on site and can be spaced at least 150 feet apart.

(6) All pole, or pylon, sign supports shall be enclosed or concealed in accordance with the design criteria outlined in subsection (11) of this section.





(7) Pole, or pylon, signs are prohibited in the NB, CB-WR, NBDC, DTC, MS, Flex, MU and REC zones.

(8) Pole, or pylon, signs are prohibited in the commercial and industrial zones located along the 51<sup>st</sup> Avenue NE, Grove Street, 88th Street NE, 116th Street NE, 152nd Street NE, 156<sup>th</sup> Street NE, and 160th Street NE corridors, and for properties located north of 152<sup>nd</sup> Street NE and east of Smokey Point Boulevard; provided that, properties that have direct frontage on Smokey Point Boulevard may have pole, or pylon, signs on their Smokey Point Boulevard frontage.

(9) Pole, or pylon, signs are prohibited on CB zoned properties located adjacent to 64th Street NE (SR 528) and 84th Street NE from approximately 83rd Avenue NE to SR 9.

(10) Pole, or pylon, signs are prohibited within the boundary of the Downtown Master Plan.

(11) Design and materials:

(a) The base of a freestanding sign and all pole or pylon sign supports shall be constructed of durable high-quality materials such as stone, brick, textured concrete, decorative steel, or other quality materials and a design that relates to and/or complements the design of on-site buildings and/or is coordinated with other site design elements. This limitation does not apply to structural elements that are an integral part of the overall design such as decorative metal or wood.

(b) Freestanding signs must integrate a top, middle, and bottom element. The top could include a distinctive sign cap and/or include the name of a multi-tenant center. The middle can include a consistent framing technique for an individual sign or multiple signs in a multi-tenant center. The bottom could include a distinctive base design with special materials and/or design.

(c) The architecture and composition of a freestanding sign structure must provide visual interest and detail for both pedestrian and motorists at both automotive and pedestrian-scale speed and perception.

(d) The color, shape, material, lettering and other architectural details of freestanding signs shall be harmonious with the character of the primary structure.

(e) No angle irons, guy wires or braces shall be visible except those that are an integral part of the overall design.

(f) One square foot of landscaping is required per one square foot of sign face. Landscaping shall include a decorative combination of ground cover and shrubs to provide seasonal interest in the area surrounding the sign. Landscaping shall be well maintained at

all times of the year. The director may reduce the landscaping requirement where the signage incorporates stone, brick, or other decorative materials.

(g) Departures to subsection (11) will be considered by the director, provided the design complies with other standards herein and integrates a distinctive, high quality design that contributes to the visual character of the area.

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## Exhibit F

### **22C.160.260 Temporary and special event signs.**

~~(1) — Construction Signs. Construction signs, which identify the architects, engineers, contractors or other individuals or firms involved with the construction of a building and announce the character of the building or the purpose for which the building is intended, are permitted subject to the following criteria:~~

~~(a) — Such signs may be displayed only after a building permit is obtained and during the period of construction on the construction site.~~

~~(b) — Only one sign is permitted per street frontage.~~

~~(c) — No construction sign shall exceed 32 square feet per face.~~

~~(d) — No construction sign shall exceed 12 feet in height.~~

~~(e) — No sign shall be located closer than 10 feet to an internal property line unless attached to a fence. Signs attached to fences shall not extend higher than the fence and shall not create sight distance obstruction or any other safety hazard.~~

~~(f) — Construction signs shall be removed by the date of first occupancy of the premises or upon expiration of the building permit, whichever first occurs.~~

~~(2) — Grand Opening Displays. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for a period not to exceed 60 days per calendar year to announce the opening of a completely new enterprise or the opening of an enterprise under new ownership. All such signs and materials shall be located on the premises being advertised and shall be completely removed immediately upon expiration of said 60-day period.~~

~~(3) — Special Sales and Events. Temporary signs, posters, banners, strings of lights, clusters of flags, balloons, searchlights and beacons are permitted for the limited purpose of announcing a retail sale or special event in business or commercial zones, but not on a routine basis. All such advertising material shall be located on the premises being advertised and shall be removed immediately upon expiration of said special sale or event.~~

~~(4) — Quitting Business Sales. Temporary signs, posters and banners are permitted for a period of 90 continuous days for the purpose of advertising quitting business sales, liquidation sales, or other events of a similar nature, which are authorized pursuant to Chapter 5.52 MMC, Closing Out and Special Sales. All such signs shall be located on the premises being advertised and shall be removed immediately upon expiration of the 90-day period or conclusion of the sale, whichever first occurs.~~

~~(5) — On-Premises Commercial or Real Estate Signs. All exterior real estate signs must be of a durable material. Only the following real estate signs are permitted:~~

~~(a) — Residential for sale or rent signs. Signs advertising residential property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed four square feet per face and must be placed wholly on the subject property. Such signs may remain up for one year or until the property is sold or rented, whichever first occurs. A sold sign may remain up for 10 days after the occupancy of the residential property.~~

~~(b) — Commercial or industrial for sale or for rent signs. Signs advertising commercial or industrial property for sale or rent shall be limited to one single-faced or double-faced sign per street frontage. Signs may be displayed while the property is actually for sale or rent. The signs shall not exceed 32 square feet per face. If freestanding, the signs shall not exceed 12 feet in height and shall be located a minimum of 10 feet from any abutting interior property line and wholly on the property for sale or rent.~~

~~(c) — Subdivision signs. Signs advertising residential subdivisions shall be limited to one single-faced or double-faced sign per street frontage. Such signs shall not exceed 32 square feet per face and shall not exceed 12 feet in height. They shall be set back a minimum of 10 feet from any abutting interior property line and shall be wholly on the property being subdivided and sold.~~

~~(6) — Portable Commercial or Real Estate Signs. Temporary signs advertising business locations or the sale or lease of commercial or residential premises are permitted only as follows:~~

~~(a) — Number. The number of temporary portable commercial, real estate, and construction signs allowed shall be as follows; provided, that nothing herein shall be construed as authorizing the display of signs otherwise prohibited under applicable provisions of this code:~~

~~(i) — For any business or real estate unit located in the NB, CB, GC, DC, MU, BP, LI, GI, REC, P/I, WR-MU or WR-CB zoning district, no more than one temporary portable commercial or real estate sign shall be allowed for each business location or real estate unit offered for sale or lease; provided, that a maximum of one temporary portable sign shall be allowed for any multi-unit complex notwithstanding the number of rental or dwelling units therein currently available for sale or lease, subject to the following location criteria:~~

~~(A) — Location. Temporary portable commercial or real estate signs shall be located within 12 feet of the applicable building entrance and maintain at least eight feet of horizontal clearance on the sidewalk for pedestrian movement.~~

~~(ii) — For any business or real estate unit located in the R-4.5, R-6.5, R-8, R-12, R-18, R-28, WR-R-4-8 or WR-R-6-18 zoning district, no limit established on the number of allowed signs, but signs may only be placed at turning/decision points within the public right-of-way, and only one each at each such location.~~

~~(b) — Size. Commercial and real estate temporary portable signs shall not exceed 10 square feet per sign face, and no such sign shall contain more than two sign faces. Commercial and real estate temporary portable signs shall not exceed six feet in height, measured from the preexisting ground level to the top of the sign.~~

~~(c) — Location. No temporary portable commercial or real estate sign shall be located within vehicle lanes, bikeways, trails, sidewalks or median strips. No temporary portable commercial or real estate sign shall block driveways or be affixed to utility poles, fences, trees or traffic signs. No temporary portable commercial or real estate sign shall be strung between trees.~~

~~(d) — Festoons Prohibited. The use of balloons, festoons, flags, pennants, lights or any other attached display on a commercial or real estate temporary portable sign is prohibited.~~

~~(e) — Animation Prohibited. No commercial or real estate temporary portable sign shall be displayed while being rotated, waved, or otherwise in motion.~~

~~(f) — Duration. Commercial temporary portable signs may be displayed only during daylight hours and when the commercial establishment to which they relate is open for business. Real estate temporary portable signs may be displayed only during daylight hours and when the real estate to which they relate is the subject of an open house or when a complex manager is available to show the unit.~~

~~(7) — Political Signs. A sign which exclusively and solely advertises a candidate or candidate's public elective office, a political party, or promotes a position on a public, social, or ballot issue may be displayed in accordance with the following restrictions:~~

~~(a) — On-Premises Signs. On-premises political signs located at the headquarters of a political party, candidate for public elective office, or a public issue decided by ballot are permitted. All on-premises political signs shall comply with the dimensional and location requirements of the zoning district in which it is located.~~

~~(b) — Off-Premises Signs. Permits for political signs are not required.~~

~~(i) — Location. Political signs may not be placed on private property without the permission of the property owner. In parking strips and public rights-of-way where the placement of a political sign may be fairly attributed to a neighboring property owner, permission of that owner must first be obtained prior to placement. Political signs may not be located so as to impede driver vision or represent an obstruction or hazard to vehicular or pedestrian traffic.~~

~~(ii) — Prohibited on Public Property. It is unlawful for any person to paste, paint, affix or fasten any political sign on a utility pole or on any public building or structure. No political sign placed within the public right-of-way shall create a safety hazard for pedestrians or motorists, as determined by the police chief and/or city engineer.~~

~~(iii) — Time Limitations. Political signs advertising a candidate for election or promoting a position on a ballot issue shall be removed within seven days following an election.~~

~~(iv) — Responsibility for Compliance. The person(s) placing the political sign and the political candidate and/or campaign director shall be jointly responsible for compliance with this section.~~

~~(8) — Land Use Action Notice. Where required pursuant to Chapter 22G.010 MMC, Article II, Public Notice Requirements, public notice signs which describe proposed land use actions and public hearing dates are permitted.~~

~~(9) — Signs on Kiosks. Temporary signs on kiosks are permitted but the signs shall not exceed four square feet in area.~~

~~(10) — Temporary Uses and Secondary Uses of Schools, Churches, or Community Buildings. Temporary signs relating directly to allowed temporary uses under the city's development regulations and secondary uses of schools, churches, or community buildings may be permitted for a period not to exceed the operation of the use, subject to the following requirements:~~

~~(a) — Signs must be portable in nature.~~

~~(b) — No more than one on-premises sign and one off-premises sign shall be permitted per temporary use.~~

~~(c) — No sign shall exceed 10 square feet per sign face.~~

~~(d) — Maximum sign height shall be six feet measured from the preexisting ground level to the top of the sign.~~

~~(e) — Signs shall not be portable readerboard types, electrical or neon. Only indirect lighting is allowed.~~

~~(f) — A board or sandwich signs may be used in compliance with this subsection, provided they are used only during the days the temporary or secondary use occurs and are removed after the use ceases for each day.~~

~~(g) — Signs shall be secured with an approved tie-down.~~

~~(h) — Signs shall be approved by the community development director before they are used. If a temporary use permit is required, this review shall take place as part of the temporary use application decision.~~

~~(11) — Alcohol Advertising. Alcohol advertising shall comply with the provisions outlined in Chapter 314-52 WAC, Advertising, as amended.~~

~~(12) — Any temporary sign not otherwise provided for under subsections (1) through (11) of this section shall comply with the development standards outlined in this chapter.~~

~~(13) — Removal. The community development director or designee may immediately remove and dispose of unlawful temporary and special event signs at the expense of the person identified on such signs and/or the owner of the property on which said signs are located. (Ord. 3195 § 3 (Exh. A), 2021).~~

(1) — No review is required for temporary signs, except for temporary signs requiring a temporary sign permit. All temporary signs shall conform to the following requirements:

(a) — No temporary sign may be placed in a required parking space, driveway, or sight-distance triangle, pursuant to MMC 22C.010.240 & 22C.020.210.

(b) — No temporary sign may be placed on city-owned property unless in conjunction with an approved special event permit, temporary sign permit, or other permission from the city.

(c) — No temporary sign may be located upon or projecting over public streets, sidewalks, pedestrian paths, or bike paths except those of an official nature that are placed by a government agency for public safety purposes.

(d) — No temporary sign may be placed in a traffic circle, roundabout, or median or in any stormwater facility.

(e) — Temporary general advertising signs are permitted only on the premises where the business, commodity, or activity being advertised is sold, offered, or conducted.

(f) — Temporary signs in the city right-of-way placed outside the roadway shall comply with the following requirements:

(i) — Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the pavement. Signs may not be placed on sidewalks, driveways, or other paved areas designed for pedestrians or vehicular use.

(ii) — Permission of the abutting landowner is required.

(iii) — Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.

(iv) Signs are limited to six square feet total and five feet in height, from the ground to the top of the sign.

(v) Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.

(vi) The city may allow other signs in a city right-of-way with approval of a right-of-way use permit.

(g) Residential Zones. Temporary signs may be placed on residentially zoned properties in accordance with the requirements of this section and the following:

(i) One temporary window sign per residential unit not to exceed six square feet is allowed.

(ii) Freestanding signs, including post-mounted, stake, and portable signs are limited to six square feet in size and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the sign is stake-mounted or portable.

(h) Nonresidential Zones. Temporary signs are allowed in nonresidential zones in accordance with the requirements of this section and the following:

(i) Window signs are limited to twenty-five percent of the window area.

(ii) Freestanding signs, including post-mounted, stake and portable signs are limited to six square feet and five feet in height if the temporary sign is mounted in the ground, and not to exceed three feet in height if the temporary sign is stake-mounted or portable.

(iii) Surface-mounted signs are limited to thirty-two square feet and must be flatly affixed to walls or to on-site fences either facing the abutting street, or facing inward to the subject site.

(i) Temporary signs on large properties, either residential or non-residential zones, of more than two acres may be of any type, and shall not exceed thirty-two square feet and up to eight feet above ground level. Such a sign allowed herein is in lieu of and shall not be displayed with or be in addition to any other temporary signs allowed by this section.

(j) The size of a temporary sign located in residential and non-residential zones may be increased, subject to the director approving a temporary sign permit. In no case shall a temporary sign exceed thirty-two square feet.

(k) A temporary sign shall be promptly removed after the event for which it is intended by the person or organization that placed it. Ten days after the conclusion of the event the temporary sign relates to, the city may remove the sign from the right-of-way.

## (2) Violations.

(a) Placing a temporary sign on private or public property without the permission of the landowner or placing a sign in the right-of-way without the permission of the abutting landowner is a violation under chapter 4.02 MMC. When a sign identifies a person, organization, or business, there is a rebuttable prima facie presumption that the person, organization, or business placed the sign and committed the civil infraction.

(b) If the square footage of temporary signs placed on a parcel exceeds the limits permitted by this section, the owner of record will reduce the square footage to within the limits allowed by this section within three (3) business days of being notified by the city. Notice mailed by the city is deemed effective three (3) business days after being placed in the mail with sufficient postage. Failure to conform to the square footage limits within these timeframes is a violation under chapter 4.02 MMC. Alternatively, a property owner may apply for a permit as a permanent sign.

(c) Any temporary sign that obstructs or impairs sight distance or access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, structure, parked cars, bench or any type of street furniture, or otherwise creates a hazard is prohibited and may be removed by the city. Any temporary sign that mimics or is attached to a traffic control sign may be removed by the city. Any person who replaces a



sign after notice that it was removed for any of these reasons or who refuses to remove a sign after notice that it violates this section commits a violation under chapter 4.02 MMC.  
(3) The city may remove any temporary sign within the right-of-way that violates any provision of this section.

**Meeting Minutes**  
**January 24, 2023**

**ROLL CALL**

Chair Leifer called the meeting to order at 6:30 p.m. noting the excused absence of Commissioner Kristen Michal. He noted there was nobody in the audience.

**Present:**

Commission: Chair Steve Leifer, Vice Chair Brandon Whitaker, Commissioner Shanon Jordan, Commissioner Jerry Andes, Commissioner Zebo Zhu, Commissioner Roger Hoen

Staff: Planning Manager Chris Holland, Principal Planner Angela Gemmer

Excused: Commissioner Kristen Michal

**APPROVAL OF MINUTES (November 29, 2022 and January 10, 2023)**

Commissioner Hoen referred to his comments under the discussion about the sign code. He said he had asked who was going to enforce the sign code, and Director Miller had responded with a detailed explanation. This should be included in that paragraph.

**Motion** to approve the minutes of the January 10, 2023 meetings with the correction as noted above moved by Commissioner Jerry Andes seconded by Vice Chair Brandon Whitaker.

**AYES: ALL**

**Motion** to approve the minutes of the November 29, 2022 meeting as presented moved by Commissioner Jerry Andes seconded by Vice Chair Brandon Whitaker.

**AYES: ALL**

**AUDIENCE PARTICIPATION (for topics not on the agenda)**

None

## ANNUAL ELECTION OF PC CHAIRMAN AND VICE CHAIRMAN

- Pursuant to MMC Section 22G.050.040, “The Planning Commission shall annually elect a chairman from among its members.”

Commissioner Hoen nominated Steve Leifer for Chair. **Steve Leifer was unanimously re-elected as Chair.**

Commissioner Andes nominated Brandon Whitaker. **Brandon Whitaker was unanimously re-elected as Vice Chair.**

## PUBLIC HEARINGS

### Hearing 1 Sign code amendments

Planning Manager Holland introduced this item which was previously reviewed by the Planning Commission and noted there had been no public comments. He reviewed the draft changes in Exhibit 1 which would:

- limit the duration for signs directed at a specific event,
- require the permission of the abutting property owner to place a temporary sign,
- prohibit off-premises general business signs,
- reestablish a freestanding sign height for the Historic Downtown Commercial (HDC) zone (formerly Downtown Commercial zone),
- modify the setback requirements for residential freestanding signs to be consistent with the general sign setback requirements, and
- provide further clarification on which zones do not allow pole or pylon sign

Commissioner Hoen asked what the City can do with the signs they take down. Planning Manager Holland explained they collect them and let people know they can come get them. Education is the first approach, but if it continues there is the ability to cite the responsible party.

Chair Leifer asked if the idea of approval by the abutting property owner has anything to do with impaired sight distance. Planning Manager Holland explained that it does not; that would already be illegal if it was in a sight distance triangle. It just allows the City to remove them if they don't have permission to be there or if there is a property owner that complains.

Vice Chair Whitaker referred to the requirement to get permission of the abutting property owners and asked if completion of that is understood to be via the honor system. Planning Manager Holland replied that any sign enforcement is based on any complaints they receive except in places where they habitually pop up.

Chair Leifer asked if there are special exceptions for election time. Planning Manager Holland indicated those are included in the code.

Commissioner Hoen asked about the big banner flags like by the car wash. Planning Manager Holland explained those would not be allowed.

Commissioner Zhu asked if there is a fee associated with temporary sign permits. Planning Manager Holland replied that there is not at this time, but it will be re-evaluated in the future.

Chair Leifer referred to the 30 square foot limit and asked how strict they would be. He noted that piece of plywood is 32 square feet. Planning Manager Holland stated that staff did not have a problem with changing it to 32 square feet in the relevant sections if desired by the Planning Commission.

Commissioner Andes asked about the area generally between 104th and past 136th where the railroad goes under the freeway which has a lot of signs during election times. Planning Manager Holland acknowledged that in that area the abutting property owner is the right of way itself, and the property behind that is another road. There would be no abutting property owner for a large section of State Avenue. He stated he would reach out to the City Attorney to get his thoughts on this area.

Commissioner Zhu asked about the tall freeway signs. Planning Manager Holland explained that there are no provisions to get rid of existing ones, but they are being phased out. If there are no structural changes, they can keep them forever.

The public hearing was opened at 7:06 p.m. Seeing no one present from the public, the hearing was closed at 7:07 p.m.

**Motion** to forward to City Council a recommendation of APPROVAL of the NON-PROJECT action known as proposing amendments to Section 22A.020.080 “G” definitions, 22A.020.210 “T” definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs with the change recommended by Chair Leifer to change the sign size from 30 square feet to 32 square feet moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

## **NEW BUSINESS**

### **Downtown Commercial Zone – Reestablish Standards**

Principal Planner Gemmer reviewed this item which would reestablish the Downtown Commercial zoning code standards. She explained that with the Downtown Master Plan update in 2021, the standards had inadvertently been removed from code. The Washington Trucking piece, south of Ebey slough, doesn't have any zoning standards to accompany the zone. There is now a Downtown Core zone (DC). The proposal would

be to reintroduce the Downtown Commercial zoning code standards as Historic Downtown Commercial to be sure it is clear in all the zoning standards and the map that they are different zones. She added that there are some obsolete references in code to the Business Park zone which need to be removed from the zoning maps. There was also a parking deviation standard in the Mixed Use zone that was inadvertently removed as well. There is some land within the Downtown Planning Area 1 that is zoned Mixed Use that could benefit from reinstatement of that standard.

Commissioner Andes asked where the Historic Downtown zone located. Principal Planner Gemmer explained that it is just a name and can be called something else, but it distinguishes that piece from the downtown core. Commissioner Andes thought it was strange that it was called historic when there is nothing historic left there. Ms. Gemmer suggested other names: "Commercial Downtown", "Old Downtown Commercial" or "Downtown Commercial" (DTC). There appeared to be interest in "Downtown Commercial".

Commissioner Hoen recalled that there had been a defined purpose for that DTC stretch by 529. Ms. Gemmer explained a lot of the land is flood plain or critical areas. The only portion that is buildable is a portion of the property that a prior property owner had elevated outside the flood plain. The exhibit showing the property only shows a portion with the Downtown Commercial zone; the rest is denoted as Open because it is in flood plain and not usable. About four years ago when it was rezoned to Downtown Commercial from Industrial zoning because there was a desire to have a nicer entrance to the community from the 529 interchange.

Chair Leifer asked what reestablishing the administrative parking deviation in the Mixed Use zones would allow. Ms. Gemmer explained it would allow some flexibility for properties in the Downtown Planning Area neighborhood from Grove to 76th to reduce parking requirements below the baseline parking expectation for similar uses.

There was discussion about potentially rescheduling the February 14 (Valentine's Day) meeting to February 21 or potentially another date. Staff will coordinate a date with commissioners.

**Motion** to establish a public hearing for the next Planning Commission meeting (date TBD) to consider the proposed amendments to the Downtown Commercial Zone – Reestablish Standards moved by Vice Chair Brandon Whitaker seconded by Commissioner Jerry Andes.

**AYES: ALL**

## ADJOURNMENT

Commissioner Whitaker asked about the status of the improvements on 2nd Street. He noted that it seems to be taking a long time. Planning Manager Holland explained there have been a lot of supply problems.

Commissioner Zhu asked if the Zoom link is publicly available. Principal Planner Gemmer explained that it is on the website, but Director Miller will be working on a communications program to improve public engagement.

At the request of the Planning Commission, Planning Manager Holland gave a brief overview of development activity around the city.

**Motion** to adjourn at 7:41 p.m. moved by Commissioner Roger Hoen seconded by Commissioner Jerry Andes.

**AYES: ALL**

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Laurie Hugdahl, Recording Secretary

**NEXT MEETING – TBD**



**MARYSVILLE**  
COMMUNITY  
DEVELOPMENT

### PC Recommendation – Sign Code

The Planning Commission (PC) of the City of Marysville, held a public hearing on January 24, 2023 in review of NON-PROJECT action amendments of the Marysville Municipal Code (MMC), proposing amendments to Sections 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs.

Having considered the exhibits and testimony presented, PC does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

#### FINDINGS:

1. The Community Development Department held one public meeting/work session to introduce the NON-PROJECT action related to the Sign Code on January 10, 2023.
2. The proposal was submitted to the State of Washington Department of Commerce for 14-day expedited review on January 19, 2023, in accordance with RCW 36.70A.106.
4. The PC held a duly-advertised public hearing on January 24, 2023 and received testimony from city staff and the public.
5. At the public hearing, the PC reviewed and considered the modifications to the Sign Code.

#### CONCLUSION:

At the public hearing, held on January 24, 2023, the PC recommended **APPROVING** the modifications to the sections of the Marysville Municipal Code pertaining to the Sign Code.

#### RECOMMENDATION:

Forwarded to City Council as a Recommendation of **APPROVAL** of the NON-PROJECT action known as proposing amendments to Section 22A.020.080 "G" definitions, 22A.020.210 "T" definitions, 22C.160.080 Exemptions, 22C.160.150 Residential zones, 22C.160.170 Freestanding signs and 22C.160.260 Temporary and special event signs this **January 24, 2023**.

By: \_\_\_\_\_

Stephen Leifer, Planning Commission Chair

(360) 363-8100

Community  
Development  
80 Columbia Avenue  
Marysville, WA 98270